

ALLOTMENT LETTER OF APARTMENT/S

Date:

To:

a. Mr. / Mrs. / M/s. _____
 Age - _____ Years, Occ. - _____,
 Address : _____,
 _____.
 (PAN No. _____)

b. Mr. / Mrs. / M/s. _____,
 Age - _____ Years, Occ. - _____,
 Address : _____,
 _____.
 (PAN No. _____)

Subject: Proposed allotment of Apartment No. _____ Floor _____
 Project 'Prathamesh Amrutyog' at Plot No 43, CTS No. 1128
 situated at Girija Co. Op. Hsg. Soc., Kothrud Taluka Haveli, District Pune and
 within the limits of Pune Municipal Corporation.

Ref : Application to purchase by above purchasers dated _____.

We are pleased to propose/ offer to allot you the unit applied.

1. Details of the project -

(i) Name of the project : Prathamesh Amrutyog

(ii) Details of Phase ____ : _____

(iii) Details of future phases/ buildings : _____

(iv) Building and Wing : _____

(v) Amenities and Facilities to the said phase :

- a) _____
- b) _____
- c) _____

2. Details of Apartment

- a. Number: _____.
- b. Floor : Parking + 5,
- c. Area details: (1) Carpet : _____Sq. Mtrs. (_____ Sq. Ft.)

(2) Open balcony : _____ Sq. Mtrs. (_____ Sq. Ft.)

(3) Attached Terrace : _____ Sq. Mtrs. (_____ Sq. Ft.)

(4) Dry Balcony : _____ Sq. Mtrs. (_____ Sq. Ft.)

3. Details of Price and other charges-

The following charges shall be payable over and above the abovementioned price :

Sr. No.	Head	Amount
1	Price of Apartment (lumpsum basis)	Rs. _____/-
2	Stamp Duty and	At actual

	Registration	
3	Goods and Services Tax	At actual
4	Maintenance and outgoings from delivery of possession till handing over to the organization of Apartment owner/s	At actual or as may be agreed upon by Agreement
5	Charges towards extra work	At actual
6	Final conveyance costs	At actual

4. Parking Allocation :-

Facilitation for allocation of Parking Lot No. ____ for the above apartment may be provided which may be confirmed by organization of apartment owners.

5. Documents and details enclosed with this letter -

Document/ details	Exhibit/ Annexure
Record of rights i.e. 7/12 extract or property register card	
Search and title report	
Details of registration with RERA	
Details of Web address	
Layout number and date of sanction	
Building plans number and date of sanctioned	
Specifications	
Stage wise time schedule of completion of the project	
Time schedule for completion of civic infrastructure like water and electricity	

6. Details of consultants, agencies etc :-

Architect	
Chartered Accountant	
Project Engineer	
RCC Consultant	

- 7. The promoters shall facilitate the allocations of covered parking lots by mutual understanding among purchasers, free of cost.
- 8. The promoter reserve right to revise the sanction plans in case the same is required by the planning authority, by technical experts or if disclosed in the agreement.
- 9. The promoters also propose to amalgamate the adjoining land/ plots, additional FSI with the present layout and to extend the present project on the adjoining land providing the amenities and facilities in the ongoing project.
- 10.The execution and registration of agreement shall be deemed acceptance by the purchaser of the above terms.
- 11.From execution and registration of agreement the terms thereof shall prevail.
- 12.The rights and interests of present allotment are non-transferable and non-heritable without our written permission.
- 13.The present allotment is mere offer to purchase and shall be deemed to be accepted only by execution and registration of agreement to sell and mere oral or written communication shall not be sufficient to construe as the acceptance of present offer.
- 14.You shall get the agreement register within 30 days from the receipt of this allotment letter.
- 15.You shall get the Agreement For Sale executed and registered WITHIN 30 DAYS FROM TODAY And in case of failure on your part to do so, we shall

be at liberty to carry out the booking of the said apartment with another purchaser and to accept the price from the other purchaser. In such case you shall be entitled to the refund of Rs. _____ /- only, that too from the booking amount to be received from another booking amount of the said apartment. After such revocation of the offer the amount received for booking shall be refunded by transfer to your following A/c. as provided by you -

A/c Details -

Name of A/c Holder - _____

Bank - _____

A/c type - _____

A/c No. - _____

IFSC Code - _____

Branch - _____

In event of closure of the a/c, the refundable amount shall be kept deposited in a separate bank a/c and we shall be at liberty to carry out afresh booking of the said apartment.

You are requested to acknowledge the above terms by signing the duplicate of this allotment letter to confirm your proposed booking.

Thanking You !

Yours faithfully

Acknowledgement :

I/ We Mr. _____ have gone through the terms of allotment in form of offer to purchase and we agree and acknowledge the same hereby. We further acknowledge the receipt of all the documents detail in the above allotment letter.

1) Mr. _____

2) Mrs. _____

APPLICATION FOR PURCHASE OF APARTMENT/S

Date:

From -

Mr. / Mrs. _____

(PAN No. _____)

Mr. / Mrs. _____

(PAN No. _____)

To:

M/s. _____
Add: _____

Sirs,

I/We hereby apply for the purchase / allotment of the Flat in your Project -
“Prathamesh Amrutyog” upon land Plot No. 43, CTS No. 1128, Girija Co. Op.
Soc., Kothrud Taluka Haveli Dist. Pune and within the limits of Pune Municipal
Corporation as under -

16. Name/s

b. Mr. / Mrs. / M/s. _____

Age - _____ Years, Occ. - _____,

Address : _____,

_____.

b. Mr. / Mrs. / M/s. _____,

Age - _____ Years, Occ. - _____,

Address : _____,

_____.

17. Details of the project -

(i) Name of the project : Prathamesh Amrutyog

(ii) Details of Phase ____ : _____

(iii) Details of future phases/ buildings : _____

(iv) Building and Wing : _____

(v) Amenities and facilities to the said phase :

a) _____

b) _____

c) _____

18. Details of Apartment

d. Number : _____.

e. Floor : Parking + 5 ,

f. **Areas:** (1) Carpet : _____Sq. Mtrs. (_____ Sq. Ft.)

(2) Open balcony : _____ Sq. Mtrs. (_____ Sq. Ft.)

(3) Attached Terrace : _____ Sq. Mtrs. (_____ Sq. Ft.)

(4) Dry Balcony : _____ Sq. Mtrs. (_____ Sq. Ft.)

19. Details of Price and other charges-

Sr. No.	Head	Amount
1	Price of Apartment (lumpsum basis)	Rs. _____/-
3	Stamp Duty and Registration	At actual
4	Goods and Services Tax	At actual
5	Maintenance and outgoings from delivery of possession till handing over to the organization of Apartment owner/s	At actual or as may be mentioned in the Agreement
6	Charges towards extra work	At actual
7	Final conveyance costs	At actual

20. Parking Allocation :-

Free of cost covered parking lot no. ____ may be allocated for said flat which may be confirmed by organization of apartment owners.

21. I / We hereby understand and declare that -

- a. I/ We came across the details of said project through personal acquaintance and personal inquiry.
- b. I/ We have collected all the information about the project from the brochures, sanction plans, cost sheet provided on the site.
- c. I/ We are not relying upon any website, media advertisement, representations of any agency etc. except the details of the project on the web page of the project on the website of MAHARERA while booking said apartment.
- d. I/ We have thoroughly inspected the time schedule of work progress and delivery of possession of the said apartment as well as internal and external development works.
- e. I/ we have also gone through in all details the information and updated status of the site available on the webpage of website of Real Estate Regulatory Authority (RERA) having address: _____.
- f. I/ We are given to understand about the details of present phase of the project.
- g. I/ We are aware that the carpet area has been worked out according to presently sanctioned building plans and there may be variation due to revision of plans from time to time. However in the event such variation exceeds 3% then in event of reduction in area I shall be entitled to refund of the price of such reduced area @ of Rs. _____/- per Sq. Mtrs. carpet and Rs. _____/- per Sq. Mtrs. balcony/ attached terrace. The carpet area shall be finally fixed after getting Occupancy Certificate and at the time of delivery of possession.

22. The present application is our request for allotment and even the subsequent booking shall be an offer by the promoter for purchase of said apartment. The transaction shall come into existence only upon execution and registration of agreement under provisions of Real Estate (Regulation and Development) Act 2016.

23. I shall not object the revision of building plans, layout etc. required due to the orders of Planning Authorities, addition of land to the layout or such other genuine reasons.

24. I/We agree to pay the booking amount not exceeding 10 % of price of apartment on issuance of Allotment Letter by Promoter. Further I/ We undertake to get the Agreement For Sale executed and registered WITHIN 30 DAYS FROM TODAY And in case of my / our failure to do so, you are at liberty to carry out the booking of the said apartment with another purchaser and to accept the price from the other purchaser. In such case I shall be entitled to the refund of Rs. _____ /- only, that too from the booking amount to be received from another booking amount of the said apartment. The refund shall be collected by me, in person, from your office and said dues shall not have any concern with the apartment.
25. Upon expiry of the period mentioned above you shall be at liberty to carry out another booking in respect of above mentioned apartment.
26. I/We further understand that after the acceptance of the offer by signing of an Agreement by and between us, the terms and conditions of the Agreement shall prevail upon, in the event any of them are repugnant to the context or meaning of this Application and Allotment Letter.
27. I am given to understand that there shall be separate organization of unit holders for each building and the conveyance of the building shall be in favour of each of such organization while there shall be final conveyance of land underneath all the buildings, common areas, facilities in favour of the Apex Body/ Federal Society comprising of the Organizations in all buildings. I am also given to understand that the Final Conveyance of the building shall be after sale of all the units, payment of price by all purchasers, issuance of occupancy certificate.
13. I/We, therefore, hereby request you for the allotment of the above-referred Unit by signing the necessary Agreement/s therefor.

Thanking You !

Yours faithfully,

1.

App

Project : Prathmesh Amrutyog at Plot No. 43, CTS
No. 1128, Kothrud, Pune

Apartment No. : _____

RERA Registration : _____

AGREEMENT

This Agreement made at.....this.....day of..... in the year
 Two Thousand and Eighteen at Pune

BETWEEN

PRATHAMESH CONSTRUCTIONS, A Partnership Concern duly registered under provisions of Indian Partnership Act, 1932 having its Office at: Office No. 1, Prathamesh Darshan Apartment, Tapodham Society, Mukund Nagar, Pune - 411037, through its Partners 1) **MR. MADHAV GANESH KULKARNI**, Age: ____ Years, Occ. Business, add: as of the firm and 2) **MR. CHAITANYA MADHAV KULKARNI** Age ____ Years, Occ. Business, Add: As of the firm,

--- hereinafter referred to as the " **PROMOTER**" Which expression shall mean and include the said Partnership Firm, its partners, assigns and heirs, executors, administrators of the partners etc.

---PARTY OF THE FIRST PART

AND

1) **MR.** _____
 Age _____ Years, Occ.: _____
 Pan No. _____
 Residing at : _____

Email Id _____

2) **MRS.** _____

Age _____ Years, Occ.: _____

Pan No. _____

Residing at : _____

Email Id _____

---hereinafter referred to as the " **ALLOTTEE/ PURCHASER**"

Which expression shall mean and include his/ her/ their respective assigns and heirs, executors, administrators etc. ---**PARTY OF THE SECOND PART.**

AND

1) MR. MILIND PRABHAKAR JOSHI Age: 57 years, Occ. Service, R/at: Flat No. G – 001, Vrundavan Heights, DP Road, Opp. Guru Ganesh Nagar, Kothrud, Pune (PAN No. _____) and **2) MR. ANIL PRABHAKAR JOSHI** Age: 45 years, Occ. Retired, R/at: Plot No. 43, Girija Co. Op. Housing Society, Paud Road, Pune – 411038 (PAN No. _____) both through their duly constituted Power of Attorney Holder **M/s. PRATHAMESH CONSTRUCTIONS**, A Partnership Concern duly registered under provisions of Indian Partnership Act, 1932 having its Office at: Office No. 1, Prathamesh Darshan Apartment, Tapodham Society, Mukund Nagar, Pune - 411037, through its Partners **1) MR. MADHAV GANESH KULKARNI**, Age: ____ Years, Occ. Business, add: as of the firm and **2) MR. CHAITANYA MADHAV KULKARNI** Age ____ Years, Occ. Business, Add: As of the firm,

---hereinafter referred to as the " **OWNERS / CO - PROMOTERS** "

Which expression shall mean and include his/ her/ their respective assigns and heirs, executors, administrators etc. ---**PARTY OF THE THIRD PART.**

Whereas:

The present recitals shall form part and parcel of present agreement.

- A) All that piece and parcel of land bearing Plot No. 43 adm. 512.8 Sq. Mtrs. corresponding CTS No. 1128 in the layout of Survey No. 125/ 1B in Girija Co-operative Housing Society Ltd. situated at village Kothrud, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation (hereinafter referred to as the “**SAID PROPERTY**”).
- B) That the Co- promoters, herein, granted the rights of development and sale in respect of said property in favor of Promoters, by virtue of a Development Agreement and supporting Irrevocable General Power of Attorney, both, dated 01/01/2018. The said Development Agreement and Irrevocable General Power of Attorney both are registered in the office of Sub Registrar Haveli No. 2 at Sr. No. 20/2018 and 21/2018. Consideration of the said Development Agreement is agreed partly in from of construction and partly in form of money.
- C) That the parties have entered into a Supplementary Agreement dated _____. The said Supplementary Agreement is registered in the office of Sub Registrar Haveli No. _____ at Sr. No. _____. According to said Supplementary Agreement flat numbers allotted to co - promoters has been changed and confirmed. According to said Supplementary Agreement Flat No. ____ has been allotted and confirmed to the ownership of Co - Promoter No. 1 i.e. Mr. Milind Prabhakar Joshi and Flat No. ____ has been allotted and confirmed to the ownership of Mr. Anil Prabhakar Joshi.

D) Purchase of TDR -

That promoters purchased Floor Space Index in form of Transferrable Development Rights (TDR) of adm. 333.33 Sq. Mtrs. from Kirtiwardhan Developers and Builders by virtue of Deed of Transfer dated 5/5/2018. The said Deed of Transfer is registered in the office of Sub Registrar Haveli No. 2 at Sr. No. 3948/2018.

- E) Plans of the building to be constructed upon the said property are sanctioned by Pune Municipal Corporation vide Commencement Certificate No. CC/1028/18 dated 12/7/2018 and revisions thereof has been

sanctioned by Pune Municipal Corporation vide Commencement Certificate No. CC/1438/18 dated 9/8/2018 (hereinafter referred to as the ‘Sanctioned Plans’).

F) According to the above mentioned sanctioned plans the area of the property has been earmarked/ utilized as under :-

Use	Area (in Sq. Mtrs.)	Remark
Area of plot	512.8	Area considered for sanction
TDR	333.33	--
Permissible Premium Area	128.20	--
Total Built Up Area	1022.09	In form of single building having parking + 5 th floor structure
Tenements	14	

G) According to above mentioned sanctioned plans promoter decided to implement the scheme of Development and sale of units in from of building upon said property styled as ‘PRATHAMESH AMRUTYOG’ (hereinafter referred to as the ‘SAID SCHEME’ and more particularly described in ‘SCHEDULE I’ hereunder) in form of single building having P + 5th floor structure.

H) The Promoters have entered into a standard Agreement with the Architect of the Said Scheme Shinde Joshi and Associates, who are duly registered with the Council of Architects,

I) The Promoters have also appointed the structural Engineer M/s. J W Consultants for structural designs and drawings of the building/s and the Promoters have accepted professional supervision of the Architects and the structural Engineers till the completion of the building,

- J) The Promoters have obtained the title certificate in respect of the said project thereon, from the advocate;
- K) The Promoters, herein, are absolutely entitled to implement the said Scheme and to sell the proposed units therein on ownership basis;
- L) The Purchaser is aware of the fact that the promoter has entered or will enter into similar and / or separate Agreements with several other Purchasers, person and parties in respect of flats in the said building/ project;
- M) At the time of booking of the apartment and issuing the Allotment Letter, the promoters provided to allottee the following documents and details as required by the provisions of Sec. 11 (3) of the Real Estate (Regulation and Development) Act, 2016;

Sr. No.	Document/ Details	Remark
1.	Sanctioned Building Plans	Commencement Certificates as detailed in para no. 'E' above, sanctioned as well as future alterations and additions
2.	Layout Plans	Sanctioned as well as future development
3.	Specifications	Of - (i) Apartment and Building, (ii) said Project,
4.	Stage wise time schedule of completion of project	
5.	Provisions for civic infrastructure like (i) Water through paid water tanker supply, (ii) sanitation by way of _____, (iii) Electricity by way of transformer, meter connections	Water to be purchased by Association

N) The promoters have provided to the allottee the following documents:

Document	Details/ Remark	Annexed with Agreement as
7/ 12 extract and Property Card	Plot No. 43 CTS No. 1128	‘B’
Documents showing the rights of the Promoters	Index II of Development Agreement and Power of Attorneys detailed in para no. ‘B’ above	“F”
Title Certificate issued by Advocate Unmesh Deshpande	On the basis of title Scrutiny	‘C’
authenticated copies of the plans of the Building Plans approved by PMC	CC/1438/18 dated 9/8/2018	‘A’
Plan showing said apartment		‘D’
Maintenance Items		‘E’
RERA Certificate	_____	‘G’

O) Terms of sanction binding upon purchaser/s :- The allottee has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the allottee strictly.

The allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall be binding on the allottee and that the allottee shall not hold the developer responsible for such contrary conditions.

While sanctioning the said plans the PMRDA, Maharashtra Pollution Control Board, State Environmental Assessment Committee, Collector Pune have laid down certain terms, conditions, stipulations and restrictions

which are to be observed and performed by the Promoter while developing the project land and the said approval lay down certain terms and conditions for the day to day utilization of various spaces and services in the project by the occupants.

P) The allottee also conveyed by said application that, purchaser is interested for allotment of the apartment on the basis of brochures and personal inquiry at the site.

Q) It is also clarified between promoter and purchaser that there is no agency for the present transaction between the parties.

R) The said project is registered with RERA Authority vide No. _____.

S) INTERPRETATION AND DEFINITIONS:

- (i) **‘ACT’** :- Real Estate (Regulation and Development) Act, 2016
- (ii) **‘RULES’** :- Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017
- (iii) **‘AUTHORITY’**:- Real Estate Regulatory Authority established under Sec. 20 (1) of RERA Act.
- (iv) **‘CARPET AREA’** :- Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (v) **‘INTEREST’**:- @ 2% more than the highest marginal cost of lending rate of State Bank of India wherever there is provision of payment of interest throughout the agreement payable by any one party to the other party However in the event of delay in payment of

installment the amount towards Goods and Services Tax requires the payment of penal interest @ 18% per annum for the period of delay.

- (vi) **‘DEMAND CUM TERMINATION NOTICE’** :- Any notice, letter, communication in writing issued by promoter to allottee, thereby demanding the outstanding dues with interest, costs, charges etc. and further conveying that in event of default to comply with the demand, the agreement shall stand terminated. Such demand cum termination duly issued by registered post acknowledgement due at the address mentioned in caption of this agreement or changed address duly intimated by allottee.
- (vii) **‘DUE SERVICE OF NOTICE/ COMMUNICATION’** - Any communication by one party to the other may be made by e-mail at the id provided in this agreement or on the web page of the said project and on the website of the Authority. Such communication may be by issuance of registered letter at the address given in the agreement or changed address (duly intimated). Returning of the postal letter with remark ‘left address’, ‘not claimed’, ‘intimation delivered’ shall be deemed due service.
- (viii) Each of the provisions of this agreement, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- (ix) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- (x) All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or

otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.

- (xi) The terms used in the agreement shall have same meaning as defined by RERA Act and Rules there under.

The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

- T) Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-

1) PRINCIPAL COVENANT BY PROMOTER AND PURCHASER :-

- i) The promoter has carried out the construction of building and the said project as described in 'SCHEDULE I' hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
- ii) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act.
- iii) Purchaser shall be entitled to said apartment only upon compliance of terms and conditions appearing in this agreement.
- iv) Purchaser shall be bound to adhere to the terms regarding timely payment of consideration.

- v) Purchaser shall be entitled to said apartment only and the compliances as laid down by said Act and all the balance units, areas shall be absolute property of the promoters
- vi) The defect liability of the promoter shall be strictly subject to compliance by the purchaser regarding timely and standard maintenance and upkeep by the purchaser/s and/ or their organization. The purchaser and their organization shall be liable to enforce the annual maintenance contract from the amount of maintenance to be collected from the unit purchasers.
- vii) The sale of the said Apartment is on lumpsum basis only while the measurements of the Apartment shall be on basis of carpet as contemplated by said Act.
- viii) Despite such verification in event of any difference (subject to fluctuation cap of 3%) the report of Architect shall be relied upon.
- 2) **PRINCIPAL AGREEMENT :-** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment in the said project, as detailed below :-

Building	“Prathamesh Amrutyog”
Apartment No.	_____
Floor	_____ Floor
Carpet Area	
Sq. Mtrs.	____.____
Sq. Ft.	_____
Area of enclosed Balcony	
Sq. Mtrs.	____.____
Sq. Ft.	_____
Area of adjoining terrace	
Sq. Mtrs.	_____
Sq. Ft.	_____
Adjoining Dry Balcony Area	

In Sq. Mtrs.	
In Sq. Ft.	

---hereinafter referred to as "the Apartment" and more particularly described in 'Schedule II' hereunder

The details of common areas etc. for useful enjoyment of said apartment are as under:

DETAILS	SCHEDULE/ ANNEXURE
Nature, extent and description of the common areas and facilities	SCHEDULE IV (A)
and restricted areas and facilities	SCHEDULE IV (B)
External Development Works	SCHEDULE V (A)
Internal Development Works	Schedule V (B)
Specifications	Schedule III

3) CONSIDERATION AND MANNER OF PAYMENT : -

- i) That the total consideration / price of the said flat has been agreed @ Rs. _____/- (Rs. _____). From and out of said total consideration the purchaser has already paid to the promoter a sum of Rs. _____/- (not more than 10% of total price of flat) prior to the execution of this Agreement. Said consideration has been agreed as lumpsum price of bare apartment/ unit and excludes the taxes, duties, as detailed hereunder. The said price has been arrived at keeping in mind the promise of the purchaser to make the timely payment as mentioned hereunder.

ii) **MANNER OF PAYMENT:** That the purchaser/s shall pay the abovementioned consideration amount in the following manner:

<u>Amount</u>	<u>Particulars</u>
10%	- on or before of execution of this Agreement
30%	- Within one week after completion of plinth work.
15%	- Within one week from completion of bottom slab of said Apartment.
15%	- Within one week from completion of top slab of said Apartment.
10%	- Within one week from completion of brick work of said Apartment.
10%	- Within one week of completion of internal plaster of said Apartment.
6%	- Within one week from completion of flooring work.
4%	- Within one week from obtaining completion certificate from PMC

=====

Rs. _____ /- Total (Rs. _____ only)

=====

- iii) **PROVISION FOR PAYMENT OF TDS:** That the present transaction being for the value more than Rs. 50,00,000/-, the provisions of Income Tax Act require the amount @ 1% to be deducted and paid to Income Tax Department as and by way of TDS. The purchaser shall pay off the amount towards TDS before one month from the date of Registration of Agreement to sale deed of the said unit and shall produce the proof of payment thereof and upon furnishing such proof, the Promoters shall pass the receipt for the amount of TDS as being the part of the consideration. The TDS shall be paid for and at instance of and in name of **“M/S. Prathamesh Constructions.”**
- iv) **MODE OF PAYMENT:** That the amount towards the net price of the flat shall be paid by instrument drawn in name **“M/S. Prathamesh Constructions”** while the amount towards taxes, charges, maintenance, Association of Apartment formation charges, Goods and Services Tax, stamp duty, registration, maintenance, extra works in specific unit and such other taxes and levies shall be paid in name of **“M/S. Prathamesh Constructions.”**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific

dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'M/S. Prathamesh Constructions' payable at Pune.

v) APPROPRIATION OF RECEIPTS :-

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding including but not limited to price of the apartment, payment towards taxes, levies, charges, services, extra items, legal compliances etc. as agreed under this agreement, if any, in his/ her name as the Promoter may in his sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in the manner adverse to the interests of the Promoter.

vi) THE PROMOTER SHALL BEAR THE EXPENSES OF THE FOLLOWING -

- (a)** The legal, consultant's fee, typing and incidental expenses of this agreement excluding stamp duty, registration fee and expenses.
- (b)** The charges and expenses for formation of association of apartment owners.
- (c)** The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.

vii) TAXES, CHARGES, DUTIES Etc.:-

- (a)** As stated above the price of the said Apartment has been fixed as of bare apartment and on lumpsum basis , the same does not include any of the taxes, duties payable on the transaction. The allottee hereby agrees to pay the taxes such as Goods and Services Tax and Cess or any other similar taxes which may be levied in connection of construction of and carrying out the made project payable either by the promoter or the purchaser upto the date of handing over the possession of the apartment.

- viii) **ESCALATION:-** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall provide requisite information at the time of raising such demand and to satisfaction of the allottee.

The promoter may charge the allottee separately for any upgradation/ changes/ extra work specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Authority. The promoter has sole discretion to decide if he will make any changes as may have been requested by the allottee over and above the standard specifications. The allottee/s cannot demand any changes be made and can only submit their request for consideration to the promoter for any such changes and the promoter's decision and extra cost towards fulfilment of such request shall be final since the alterations are required to be compatible to overall structure, aesthetics and harmony of the building techniques.

- ix) **DELAY IN PAYMENT AND CONSEQUENCES:-**

- (a) Without prejudice to the right of promoter to charge interest for the period of delay as detailed hereunder, on the Allottee committing default in payment on due date of any amount/ installment due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the promoter shall at his own option be entitled to, terminate this agreement.
- (b) Provided that, Promoter shall issue to the allottee/s such notice demanding the outstanding towards price, the pending Goods and

Services Tax and applicable interest thereon. Such Demand cum termination notice shall be issued by Registered Post AD at the address appearing in this agreement and any other address provided by the allottee as his registered address in writing as well as such notice shall be emailed to allottee at such duly conveyed 'e-mail address'. The notice shall precisely state the intention of the promoter to terminate this Agreement and of the specific breach or breaches of terms and conditions leading to proposed termination. Upon receipt or deemed receipt of such notice, if the Allottee fails to rectify the breach or breaches mentioned in such notice by the Promoter within the period prescribed in the notice then at the end of such notice period the agreement shall stand terminated by very operation of the notice itself. It is agreed that no additional and further order, notice, letter, communication etc. be required for termination of agreement.

- (c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amount received under the agreement subject to deduction of - (a) administrative charges of Rs. 25,000/-, (b) the amounts actually incurred by promoter for execution and registration of agreement, (c) the amount incurred for Taxes, Stamp Duty, Registration, Goods and Services Tax etc., (d) charges of notice and such other actual charges.
- (d) **Manner of refund:** Upon receipt/ deemed receipt of notice and after expiry of the period mentioned in 'termination notice' for rectifying the breach the Agreement shall stand terminated automatically and promoter shall be entitled to deal with the said Apartment immediately thereafter.
- (e) The 'notice of termination' shall be precisely stating the manner of refund including inviting the allottee to receive back the amount by execution of 'confirmation of cancellation/ termination of agreement' and such other documents. Hence upon expiry of the notice period the allottee shall be bound to receive back the amount either by transfer via

RTGS/ NEFT/ cheque deposit by promoter in the account of the allottee according to details provided by allottee.

- (f) In the event of failure of attempt to return the amount to the customer, the promoter shall deposit the said amount in a separate account opened for that purpose. The amount in such account alongwith interest accrued there on is payable to the allottee. Any tax or other compliance on any such amount (to be returned and not received by allottee) is not the responsibility of the promoter and is to be performed by the allottee only.
- (g) The compliance regarding refund by promoter by way of attempt to pay the amount by RTGS to the account provided by allottee or mail a cheque of the refund amount and in case of failure to do so then deposit of amount in a separate account shall be deemed as complete compliance by allottee for refund of amount received.
- (h) After such termination the allottee shall not have any right in the said Apartment except the claim of refund of the amount paid and the fresh/ other sale of the apartment to any prospective allottee shall no amount to legal wrong of any type.

x) INTEREST ON UNPAID DUE AMOUNT:-

- (a) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with quarterly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.
- (b) However, the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, to terminate the agreement unless such tender is within the time stipulated in the 'Demand cum Termination Notice' nor shall it be construed as condonation of delay by the Promoter.
- (c) The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s

has/have agreed to pay the same as and when demanded before the possession of the said apartment.

(d) The promoter shall have the lien of the unpaid due amount towards price, interest for delay, taxes, costs, charges due to promoter from purchaser under terms of this agreement and the promoter shall have valid and legal right to hold back the delivery of possession of the apartment, original documents, receipts, certificates, clearances etc. in respect of the said flat and services under this agreement till actual payment of all such dues. Delay in delivery of on account of default on part of purchaser shall not entitle the purchaser of any costs, charges, compensation etc.

(e) Further, during the period of such delay in payment of dues the rights, authorities and powers of the purchaser to enforce terms of this agreement as well as to exercise the rights of purchaser such as to demand the timely completion of stage of construction etc. shall stand suspended.

xi) MODUS TO PAY INSTALLMENTS:-

(a) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation.

(b) The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with additional amount towards the Goods and Services Tax and such other taxes, cesses, charges etc.

xii) VOLUNTARY ADVANCE PAYMENT :- Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee. As well as in the event of demand by purchaser to receive the additional amount/ payment in advance for the financial adjustments, tax planning etc. of the purchaser then such amount shall be received against next/ future installments

and as voluntary payment on part of the purchaser and the promoter shall not be liable to pay any interest etc. against the same.

xii) Measurement of the Carpet Area of the said apartment :-

- (a) The Promoter shall confirm the final carpet area that has been allotted to the Allottee at the time of delivery of possession i.e. after completion and issuance of occupancy certificate, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.
- (b) Promoters shall be entitled to withhold the delivery of possession till actual payment for the additional area irrespective of date of possession mentioned above.

(c) DIFFERENCES/ DISPUTE AS TO AREA AND RESOLUTION:

- (i) That in case of absence of consensus regarding measurement of area of the apartment the points of difference shall be reduced into writing by the parties and shall be referred to Architect of the Project;
- (ii) The Architect of the Project shall act as 'Mediator/ Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996;
- (iii) The mediator/ conciliator shall, after notices to parties, conduct a single hearing wherein the parties shall be entitled to submit their written and oral submissions, in person or through representative/ advocate ;
- (iv) After hearing the project Architect shall record the points of difference, his opinion thereon and shall make endeavour to resolve the dispute amicably.
- (v) In the event the dispute is not amicably resolved then the Project Architect shall guide the parties to appoint an Arbitrator and after consent of parties shall refer the Parties alongwith the proceedings of such Medication/ Conciliation to Arbitrator.

Notwithstanding anything contrary contained herein, the allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the

allottee has paid dues payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, Goods and Services Tax and other taxes payable under this agreement in respect of said apartment to the promoter.

4. ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES :-

PURCHASER HEREBY ACKNOWLEDGES THAT,

- a) The promoter has disclosed the detailed information as required by provisions of Sec. 11 (3) of the said Act vide the Letter of Allotment
- b) Promoters have displayed at the site:
 - i) Sanctioned Layout and Building Plans,
 - ii) Future proposed Layout Plans and Building Plans;
 - iii) Specifications of the Apartment, Building and Project
- c) Promoters have disclosed in the Allotment Letter as well as in Schedules of this Agreement the stage wise schedule of completion of the project including provisions for civic infrastructure like water, sanitation and electricity
- d) The promoters have disclosed all the documents about title to the land, encumbrances, search and title report,
- e) The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in schedule IV (A).
- f) The disclosure regarding the utilization of FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

Purchaser/s hereby state that after thoroughly verifying the above disclosures and details about future development the purchaser has/ have entered into a present agreement.

5. DELIVERY OF POSSESSION AND TERMS INCIDENTAL -

- i) **TIME IS THE ESSENCE** for the Promoter as well as the Allottee as far the delivery of possession and payment of instalments is concerned. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate from the concerned Planning Authority .

ii) **DATE :-**

- (a) The promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said apartment to the purchaser on or before 31st day of December year 2020.

Provided that in the event the promoters succeed to complete the construction of the said apartment and building and obtain Occupancy Certificate at any time prior to appointed date mentioned above and intimates the purchaser to take possession, then the purchaser shall be bound to take possession of the said apartment on such intimated day. In event of failure to take possession on prior date shall make purchaser liable to bear the charges of maintenance, outgoings in respect of the said apartment.

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

- (i) War, Civil Commotion, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,

(ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.

(iii) any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit purchasers.

(iv) Delay on part of allottee to pay the outstanding dues, charges, costs etc.

(v) Failure on part of allottee to receive possession despite written intimation by the Promoter.

(b) extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carried out by the promoter as per sanction plan due to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the Authority.

That the details of the time schedule for completion of the various stages of construction and development of external and internal development works shall be as detailed in Schedule V (A) and V (B) .

Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co - habit in the unit'. While the other works shall be carried out in due course. However in event the purchaser creates any burden to complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

(c) PROCEDURE-

- (i) The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority/ Pune Municipal Corporation and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30 (thirty) days from the date of issue of such notice;
- (ii) the Promoter shall thereafter handover the possession of the Apartment to the Allottee on the appointed date and time conveyed by the notice mentioned above.
- (iii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- (iv) On and from the expiry of 30th (thirtieth) day from the issuance of the intimation to take possession, the purchaser shall be liable to pay the maintenance, taxes, duties, charges, cess etc. payable in respect of the said apartment.

(v) THE PURCHASER SHALL AT THE TIME OF RECEIVING POSSESSION -

- (a) Execute the acknowledgment of possession of the apartment, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- (b) Purchaser shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment purchasers, maintenance and upkeep of the common amenities, facilities and areas.

6) MAINTENANCE :-

- (a) That the purchaser and organization of purchasers in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the apartments and building

(b) Such maintenance shall be taken over by the organization of unit holders after final conveyance of the building to the organization by way of Deed of declaration and subsequent Deed of Apartment under Maharashtra Apartment Ownership Act, 1970.

(c) However during the period i.e. from delivery of possession of the apartment till final conveyance of the building the maintenance shall be looked after by the promoters from contribution to be received from purchasers.

(d) The purchaser shall at the time of delivery of possession of the apartment pay to the promoter the advance maintenance per annum from the date of delivery of possession till handing over of the maintenance affairs to the association of apartments as detailed hereunder -

For 2 and 2.5 BHK Flat - Rs. 50000/- P. A.

For 3 BHK Flat - Rs. 60,000/- P. A.

For 4 BHK Flat - Rs. 70,000/- P. A.

(e) The promoter shall deposit the entire amount of maintenance in a separate account opened for that purpose and shall utilize the same for maintenance of the building till handing over maintenance affairs to the association. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount.

7. Formation of Organization -

(a) As detailed above that the project comprises of a single building. There shall be Association of Apartments of the unit purchasers in the building. which shall look after common amenities and facilities for the building.

(b) According to obligations of the RERA such association shall be formed after booking of 51% of units in the building.

(c) Despite formation of the Association of Apartments the purchasers of new units shall be admitted as the members of such Association.

The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the concerned Authority.

8) FINAL CONVEYANCE of building -

- a) As detailed above there shall be final conveyance by submission of the building to the provisions of Maharashtra Apartment Ownership Act by Deed of Declaration and subsequent Apartment Deeds. Provided such final conveyance shall not adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold apartments, units etc. Thus despite formation of organization and final conveyance of building the promoter shall be entitled to -
 - (a) carry out the balance construction
 - (b) revise the layout and building plans,
 - (c) develop the balance buildings,
 - (d) sell the units in the balance buildings,
 - (e) utilize the balance FSI of the entire layout as well as the potential to utilize such balance FSI of the entire layout

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- i. **THE PROMOTER HEREBY COVENANTS THAT,** Title to the land whereupon the project is being implemented is clean, clear and marketable;
- ii. The Promoter has valid and legal rights and interests to carry out the project of development and sale of units upon the said property;

iiii. 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 implementation of the Project;

iv. The Promoter has requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iv. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

vi. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law;

vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

x. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees in working conditions having subsisting licenses, permissions as well as maintenance contracts and the responsibility to maintain and and repair the same, thereafter, shall be with the association;

xi. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till final conveyance of the building ;

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

xiii. DEFECT LIABILITY :-

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

Provided that the warranty given above shall be valid only if -

(i) The Allottee/s don't/ doesn't not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the

structure of the said unit/ wing/ phase of the said building which shall include but not limited to columns, beams etc. or in the fittings therein,

(ii) Allottee don't/ doesn't make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.

(iii) Allottee/ organization of allottees shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought out items or services;

(iv) The defects, repairs such as - leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and off loading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.

(v) Further the defects and damages arising out of the unauthorized works by purchaser or organization without written permission of the promoter and lack of maintenance shall automatically nullify the warranty given hereby.

(vi) The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

(vii) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

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

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

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

(xi) Difference Resolution: The issue of defect liability shall be firstly referred to the Architect of the Project who shall act as 'Mediator'/ 'Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996 and in case of amicable non-resolution to the Arbitrator as detailed in para no. 3 (xii) (c) above.

10. FIXTURE AND FITTING - The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the promoter in the said building and the apartment as are set out in **Schedule II** hereto.

11. THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE APARTMENT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS :-

- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken
- ii) not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in

which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

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

iv) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

v) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC,

Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

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

xi) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned

local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

xiii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiv) After conveyance not to object the promoter to carry out balance works of development or the balance works in the entire project as well as to sell the unsold units/ apartments.

xv) PERMISSIBLE USE - The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying on any industry or business. He shall use the parking space as may be allocated by mutual consent of all the unit holders or by organization, only for purpose of keeping or parking vehicle.

xvi) It is expressly given to understand to the purchaser that the warranties against defect liabilities shall be valid and enforceable provided the purchaser and/ or the organization of purchasers comply all the requirements mentioned above strictly.

xvii) In the project multistoried high rise buildings/ wings are under construction and considering to maintain the stability of the building/ wings and internal structures herein specifically informed by the consultant of the promoter not to allow any internal changes. Hence there shall not be any customization permitted inside the said apartment. Changes such as Civil, Electrical, plumbing etc. shall not be allowed even during construction and till delivery of possession.

xviii) shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.

xix) The responsibility of the promoter regarding title of the land shall be till the final conveyance.

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

xxi) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee That nothing herein contained shall construe as entitling the allottee any right on any of adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

xxii) It is agreed by the purchaser/s that the said Scheme/ Project has been sanctioned by Environmental Authority and Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, Green Belt Development, Wet Garbage Treatment

Plant, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the purchasers and organization of purchasers undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the society and unit holders and the promoters shall never be held responsible for the same.

xxiii) Purchaser/s is/ are aware that the project situates within the limits of Pune Municipal Corporation and promoters shall obtain the water connection as is permissible under DC Rules. However in case of inadequate supply the water shall be required to be procured from other sources such as bore well, purchased water tanker. The purchaser and the Organization of Purchasers shall pay requisite charges to procure adequate water and facilities for storage and supply other than storage facilities provided by the promoter.

12) NAME OF THE PROJECT/ BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “Prathamesh Amrutyog” and building will be denoted by letters or name ‘Prathamesh Amrutyog’ or as decided by the promoter and further erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

13. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal

entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The allottee hereby agreed to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given (limited) common areas/ facilities, the use of the Common Ares/ Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be convered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure E.

15. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any

compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

16. WAIVER NOT A LIMITATION TO ENFORCE

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

17) ARRANGEMENTS REGARDING PARKING SPACES -

The Purchaser herein proposed to the Developer that, the Parking Space provided as per the plans sanctioned by the Pune Municipal Corporation and which is to be utilized by the unit/Flat purchasers in the said building project i.e. **Prathamesh Amrutyog** for parking of their vehicles may be designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by (1) the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchaser the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers. (2) Accordingly a covered/ open parking space has been earmarked for the said flat. However such allocation / earmarking of the parking space will not mean and construe

that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Apex Body / Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only allocation for better management of the parking space amongst all the flat purchasers without any exclusive claim of whatsoever nature over the parking space. Subject to this condition the Developer has agreed to earmark / allocate one car parking space (Open / covered) in the said building project to be used by the Purchaser herein for parking his / her / their vehicle subject to the final conveyance deed of the said property and building constructed therein in favour of the Apex Body / Society of all the flat purchasers in the said building project.

18) NON OBSTANTE CLAUSE - Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him.

19) DISPUTE RESOLUTION:

- a) Any dispute/ difference relating to terms of this Agreement shall be firstly referred to Project Architect who shall act as the 'mediator/ conciliator';
- b) The mediator shall call upon parties to submit their written claims, replies and objections;
- c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
- d) In case of mutual resolution the mediator shall reduce the terms in form of 'Settlement Agreement' as provided by provisions of Arbitration and Conciliation Act, 1996;
- e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
- f) the mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented to by the parties

20) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or

created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

However, in the event the mortgage bank complies to create charge on the entire project then in such event the no dues no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.

21) BINDING EFFECT -

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

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

23) This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

24) That the allottee has not given any third party any rights to enforce this said agreement unless there is formal and legal transfer of the unit/apartment by registered agreement after compliance of all the terms and conditions of this agreement

25) ENTIRE AGREEMENT -

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

RIGHT TO AMEND

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

26) SEVERABILITY

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

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

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

28) FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29) PLACE OF EXECUTION

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

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

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name :- **M/s. Prathamesh Constructions**

(Promoter Address) :- Office No. 1, Prathamesh Darshan Apartment, Tapodham Society, Mukund Nagar, Pune - 411037

Notified Email ID: _____

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

32) JOINT ALLOTTEES

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

33) STAMP DUTY AND REGISTRATION :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

35) GOVERNING LAW

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

36) DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

Details of Schedules and Annexure

SCHEDULE	PARTICULARS
Schedule I	Said project/ Scheme
Schedule II	Said Apartment
Schedule III	Specification
Schedule IV (A)	Common Amenities and Facilities

Schedule IV (B)	Limited Common Areas and facilities
Schedule V(A)	External Development Work
Schedule V (B)	Internal Development Work
Details of Annexures	
Annexure A	Copy of building plans
Annexure B	7/12 extract/ Property Card
Annexure C	Title Certificate
Annexure D	Floor Plan showing said apartment
Annexure E	Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance
Annexure F	Index II of Development Agreement
Annexure G	RERA Registration Certificate

SCHEDULE I
(Of the ‘Said project’)

Ownership Units scheme styled as ‘Prathamesh Amrutyog’ having Parking + 5 floor structure upon plot no. 43 adm. 512.8 Sq. Mtrs. in Girija Co - Op. Hsg. Soc. Ltd. corresponding CTS No. 1128 in the layout of S. No. 125 Hissa No. 1B situated at village Kothrud, Taluka Haveli Dist. Pune and within the limits of Pune Municipal Corporation and the plot no. 43 is bounded as under:-

On or towards East : By 40 Mtrs. wide D. P. Road,
On or towards South : By Plot No. 42,
On or towards West : By Survey No. 124, on or towards North :
By Plot No. 44.

SCHEDULE II
(of the ‘said apartment’)

Building	“Prathamesh Amrutyog”
Flat No.	_____
Floor	_____ Floor
Carpet Area	
Sq. Mtrs.	____.____
Sq. Ft.	_____
Area of open Balcony	
Sq. Mtrs.	____.____
Sq. Ft.	_____
Area of adjoining terrace	
Sq. Mtrs.	_____
Sq. Ft.	_____
Adjoining Dry Balcony Area	
In Sq. Mtrs.	
In Sq. Ft.	

Schedule III

STRUCTURE :
R.C.C. Earthquake Resistant Framed Structure with burn brick masonry or AAC blocks

PLASTER :
Double coat cement plaster with sand face sponge finish externally. Gypsum finish internally.
Ceiling in Gypsum finish.

FLOORING :
80 cm X 80 cm vitrified flooring in all rooms. Wooden flooring in master bedroom.
Toilets and terrace – anti skid ceramic flooring.
Skirting - 3” as per floor tiles. Dado : designer glazed tiles up to lintel level in toilets.

KITCHEN :

Up to 10 ft. long modular kitchen platform with kitchen trolleys and overhead cabinets along with branded chimney, glass top hob and electrical water purifier.

TOILETS :

Jaguar or equivalent makes C. P. fittings with hot & cold single lever diverter arrangement in all toilets. Glass enclosure for master toilet. Half glass partition for other toilets. All toilets will have branded designer sanitary ware. Exhaust fan will be provided in each toilet. Toilet accessories set (Towel rod, napkin ring, soap dish etc.)

PLUMBING:

Concealed plumbing in all toilets and kitchens.

ELECTRIFICATION :

Concealed wiring with modular fittings.

WINDOWS :

UPVC sliding windows with mosquito proof mesh and oil painted M.S grills. All windows will have granite sill.

TOILET DOORS :

Granite frames with waterproof PVC doors with accessories.

OTHER DOORS :

Wooden frame with both side laminate finish flush doors with accessories.

SAFETY DOOR :

Each flat will be provided with a veneer finish wooden door with SS grill at the entrance of the flat..

PAINTING :

Internal : Emulsion paint External : Exterior emulsion paint (Apex or equivalent)
Doors & Grills : Oil paint.

STAIRWAY & LOBBY :

All stairways shall be provided with granite / marble / designer tile flooring and will have an attractive entrance lobby.

WATER SUPPLY:

Underground & overhead water tanks of adequate capacities.

SOLAR WATER HEATER:

Common solar water heating system will be provided for entire building

LIFT :

Automatic lift of standard company (Kone or equivalent make) will be provided.

POWER BACK UP :

Generator back for lift, pumps, staircase lights and mechanised car parking.
Separate inverter back up for each flat.

PARKING AREA:

This area will be covered with parking tiles. One toilet at parking floor.

FIRE FIGHTING:

Firefighting system will be as per relevant norms.

SECURITY SYSTEM:

Station lobby security system will be provided.

AIR CONDITIONING :

Branded split air conditioner will be provided in master bedroom.

CCTV :

CCTV arrangement (with Wifi and recording & storage facility) at the entrance gate and parking lot will be provided.

NOTE: The promoters reserve the rights to change any of the above contents as and when required.

Schedule IV (A)
(COMMON AMENITIES AND FACILITIES)

Item	Date of Completion
Power backup for lifts and common area lighting.	December 2020
Rainwater harvesting ,fire fighting system	December 2020
Decorative name board and entrance lobby.	December 2020
Letter box for each flat.	December 2020
Top Terrace Garden	December 2020

Schedule IV (B)
(LIMITED COMMON AREAS AND FACILITIES)

- 1. Partition walls between the two units shall be limited common property of the said two units.
- 2. Top Terrace
- 3. Passages

4. Accesses

The above areas shall be available for common use of all the occupants.

Schedule V (A)
(EXTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Water Supply System	December 2020
Sewage and drainage system	December 2020
Electricity Supply and transformer	December 2020

Schedule V (B)
(INTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Water Supply	December 2020
Sewers	December 2020
Drains	December 2020
Water conservation	December 2020
Energy management	December 2020
Fire protection and fire safety requirements	December 2020

ANNEXURE - E

Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance.

Water pump

Electrical System
Street light
Common lights, passage lights,
Water Supply
Lift maintenance
Security
Sweeper and cleaning of common areas
Garbage Collection
Common Electricity

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

Name	Thumb	Signature
PROMOTERS		PARTY OF THE FIRST PART
PURCHASERS		PARTY OF THE SECOND PART

Witnesses

1. Sign:

Name
Add:

2. Sign:
Name
Add: