

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Pune, on this ____ day of _____ in the year _____.

BETWEEN

M/S. MATOSHREE VARAD VINAYAK VENTURES AOP

A Joint Venture

Having office at – 14 Bhakti Complex, Kharalwadi,

Pimpri, Pune 411 018

PAN – AADAM4104F

Through its Authorized Signatory & Partner

MR. RAJIV RAMESH SONIGARA

Age : 38 years, Occupation: Business

R/at : 201, Pune –Mumbai Road,

Chinchwad Station, Chinchwad, Pune 411 019

PAN - BBZPS7443D

Hereinafter referred to as '**THE PROMOTER/DEVELOPER**'

(which expression unless repugnant to the context or meaning thereof shall mean and include the firm its partners for the time being constituting the firm their respective executors, administrators, successors, assigns)

...THE PARTY OF THE FIRST PART

AND

MR/MRS. _____

Age: _____ years, Occupation:

PAN:

Email Id:

Aadhar Card No.:

MR/MRS. _____

Age: _____ years, Occupation:

PAN:

Email Id:

Aadhar Card No.:

Both Residing at: _____

_____.

Hereinafter referred to as the 'ALLOTTEE(S)/PURCHASER(S)' (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

1) AND WHEREAS all the piece and parcel of land admeasuring 3 H. 93.5 R i.e. 39350 sq. mtrs. Out of S. No. 66 Hissa No. 31 having corresponding CTS No. 1773. And so on lying at village Sangavi, Tal. Haveli, Dist. Pune absolutely owned and occupied by M/s. Matoshree Infrastructure Pvt. Ltd. (a Private Company duly registered under Indian Company Act 1958) which it has purchased from different land owners by executing different sale deeds. The name of Matoshree Infrastructure Pvt. Ltd. Has been recorded on revenue record i.e. 7/12vide mutation entry No. 12290.

2) AND WHEREAS M/s. Varad Vinayak Infra is a partnership firm duly registered under Indian Partnership Act, 1932 which is carrying on business of developing, constructing, purchasing selling the land and flats/shops /offices/tenaments constructed by it since 2011.

3) AND WHEREAS by M/s. Matoshree Infrastructure Pvt. Ltd. Entered in a joint venture with M/s. Varad Vinayak Infra and M/s. Revati Real Estate Consultants having their offices at 14 Bhakti Complex, Kharalwadi, Pimpri, Pune 411018 and C-31, Megha Terraces, S. No. 164/165, Aundh, Pune 411 007 respectively and executed a single Deed of Joint Venture in the name of Matoshree Varad Vinayak Ventures which is duly registered in the office of Sub-Registrar Haveli No. 17 vide No. 331/2013 dated 09/01/2013 on the terms and conditions given therein having 19.5 %, 76.5 % and 4.5 % revenue sharing in the developed project.

4) AND WHEREAS later M/s. Revati Real Estate Consultants relinquished their rights in the joint venture i.e. 4.5% in favour of M/s. Matoshree Infra Pvt. Ltd. By executing a deed of Retirement and Relinquishment duly registered in the office of Sub-Registrar Haveli No. 17 at serial No. 14667/2017 dated 29/08/2017.

5) AND WHEREAS by virtue of said deed M/s. Matoshree Infrastructure Pvt. Ltd. has become revenue sharer of 23.5 % as land owner and M/s. Varad Vinayak Infra having 76.5 % revenue sharer being developer.

6) AND WHEREAS by virtue of the deed of Joint Venture no. 3331/2013 dated 09/01/2013 and Deed of Retirement cum Relinquishment Deed No. 14667/2017 dated 29/08/2017. M/s. Matoshree Varad Vinayak Ventures have got development rights for developing the total land admeasuring 39350 sq. mtrs. Of S. No. 66 Hissa No. 31 laying at village Sanghvi, Tal. Haveli, Distt. Pune on the terms and conditions given therein.

7) AND WHEREAS in the meantime Varad Vinayak Infra executed a Supplementary Deed of Retirement Cum Admission of new partners on 29/01/2021 wherein Mr. Shallendra Ghorpade retired from the partnership and Mr. Ramesh Kesarimal Sonigara, Sachin Kiranraj Sonigara and Rajiv Ramesh Sonigara joined Mr. Rahul Padmakar Godse as partners.

SANCTIONED PLAN :

AND WHEREAS the Pimpri Chinchwad Municipal Corporation sanctioned the building plan in respect of the building proposed to be constructed on the said land vide commencement Certificate No. B.P./Layout/Sangavi/06/2014 dated 21/04/2014. And Revised Commencement Certificate bearing No. B.P./Sangavi/07 /2020 dated 05/03/2020.

AND WHEREAS due to some technical & financial circumstances Promoter could not start the construction on the previously sanctioned plan. Therefore Promoter has submitted revised Layout plan of PCMC and availed sanctions of the plans from PCMC vide Commencement Certificate bearing no. B.P./Sangavi/32/2022 dated 12/08/2022.

N.A. ORDER:

AND WHEREAS the Upper Tahasildar, Pimpri Chinchwad, Taluka Haveli, Dist. Pune granted permission for the Non Agricultural use of the said lands, vide its Sanad bearing No. PCMC/ Sanad/SR/522/2014 Dated 17/04/2017.

In this manner M/s. Matoshree Varad Vinayak Ventures has obtained development rights in respect of the land admeasuring about 03 H. 93.5 R of S. No. 66/1ABCDE/2/30 to 33/2/1/1 to 20 of village Sangavi, Tal. Haveli, Dist. Pune.

AND WHEREAS Promoter has appointed **LAND MARK DESIGN GROUP** as Architect firm having it's office at :- S. No. 32, Sector No. 29, Iscon Temple Road, Ravet, Pradhikaran, Pune 411 031 duly registered with the Council of Architects of India vide registration No. CA/ 90/13423 and entered in to a contract in the form prescribed by Council of Architects of India to prepare drawings, layout etc. & supervise the work of project till completion and to do all the work as per contract or till the promoter desires so.

AND WHEREAS Promoter has **Mr. Avinash Hole** having his office - 14, Bhakti Complex, Kharadwadi, Pimpri, Pune -18 to supervise all the structural work as per plans sanctioned by prescribed authority which is Pimpri Chinchwad Municipal Corporation Pune till the completion of the project or promoter desires so.

ENVIRONMENT CLEARANCE :

AND WHEREAS Promoter has obtained Environment Clearance vide No. SEAC-2014/CR-71/TC-1 dated 19/05/2016.

RERA REGISTRATION :

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority bearing Certificate No. _____;

AND WHEREAS the said sanctioned lay out in respect of the said land hereinafter referred to as "the said sanctioned lay out"

AND WHEREAS the said sanctioned layout consists of Seven (7) residential buildings, One (1) Commercial Building and One (1) Mhada Building.

AND WHEREAS the Developer/Promoter proposes to develop the land described in Schedule I (which is hereinafter called and referred as 'the said

land' for sake of brevity) in Phases. Each of which "Phase" shall be deemed to be a project within the meaning of the said Act.

AND WHEREAS the said "Phases or Project" to be implemented by the Promoter on the said land as part of the sanction layout shall be as under :

AND WHEREAS the said sanctioned layout consists A Wing, B Wing, C Wing, D Wing, E Wing, F Wing, G Wing, One Commercial Building & One Mhada Building.

AND WHEREAS the Promoter has decided to construct Phase I on the land admeasuring 5959.69 sq. mtrs. Consisting of Building/wings D, E and F out of total land admeasuring 39350 sq. mtrs. as detailed below :-

- Building/Wing D having 2 Basement Parking + Ground + Podium Parking + 22 Proposed residential floors but at present sanctioned upto 18 floors having refuge area on 8th, 13 and 18th Floor having 138 sanctioned flats till date.
- Building/Wing E having 2 Basement Parking + Ground + Podium Parking + 18 sanctioned floors out of Proposed 22 floors consisting 121 sanctioned residential flats. Refuge area on 8th, 13 and 18th Floor.
- Building/Wing F having 2 Basement Parking + Ground + Podium Parking + 18 sanctioned floors out of 22 Proposed floors consisting 121 sanctioned residential flats. Refuge area on 8th, 13 and 18th Floor.

AND WHEREAS Phase II & III will be A, B, C & G building/wing, MHADA Building and Commercial Building shall be as per sanction of Competent Authority.

AND WHEREAS open space and internal roads shall be common for all Phases and the amenities provided in it shall also remain common for Wing A, B, C, D, E, F, G and Commercial Building except MHADA Building.

AND WHEREAS word 'Phase I', 'Phase II, Phase III' has been referred only for convenience of Allottee for clarification of construction and registration of projects with MAHA RERA. In fact there are no phases in sanctioned plan.

AND WHEREAS the name of Project shall remain **ENNOVOGUE** for all the buildings and societies will be named accordingly.

AND WHEREAS the Promoter has displayed all the relevant details required as per Act on the website allotted to him and also regularly update the same as per RERA rules.

AND WHEREAS the Promoter has displayed sanctioned plan, Layout plans alongwith specification approval by competent authority and draft copy of agreement to sale on the site as per circular no. 20/2018 dated 15th October 2018 in compliance of the directions given by Hon'ble Supreme Court of India case of Ferrani Hotel Pvt. Ltd. Vs. State of Maharashtra.

AND WHEREAS the Allottee is offered an **Apartment /Flat bearing number** on the **Floor**, (Hereinafter referred to as the said "Apartment/Flat") in the **Wing** (Hereinafter referred to as the said "Building") in **Phase I** being constructed in the said project, known as **ENNOVOGUE** by the Promoter.

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects **LAND MARK DESIGN GROUP** and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made thereunder. And also provided draft copy of Agreement for Sale to the Allottee.

AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Apartments

are constructed or are to be constructed have been annexed hereto and marked Annexure 'A' and 'B', respectively.

AND WHEREAS the copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto & marked Annexure 'C'.

AND WHEREAS the copies of the plans of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter and as approved by the concerned local authority have been annexed hereto and marked Annexure D.

AND WHEREAS the specification of the Apartment agreed to be purchased by the Allottee is particularly described in the Schedule II written hereunder, The Specification are particularly described in the Schedule III written hereunder. The Common Areas and Facilities and Restricted areas are particularly described in the Schedule IV written hereunder.

AND WHEREAS the copies of Commencement as issued by the concerned local authority have been annexed hereto and marked Annexure E.

AND WHEREAS the Promoter has procured some of the sanctions under the provisions of law from different departments, applicable to the development of the said land and implementation of the said project thereon and the remaining sanctions and approvals shall be obtained by the Promoter from time to time so as to obtain completion/ occupation Certificate of the buildings.

AND WHEREAS Promoter has commenced the construction of the said buildings/wings /accordingly.

AND WHEREAS the Allottee(s) has applied to the Promoter for allotment of flat more particularly described in the '**Schedule II**' written hereunder (herein after called and referred to as the '**said flat**' for the sake of brevity and convenience) from the Promoter and the Promoter has agreed to allot the said flat to the Allottee(s) herein on the basis of the carpet area and on the terms and conditions mentioned herein below;

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

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment **and One Covered Car Parking(if allotted)** .

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

1. The Promoter shall construct the said building/s consisting of 2 Basement Parking + Ground + Podium Parking and on upper ground floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment/Flat No. carpet area admeasuring sq. mtrs., Enclosed Balcony admeasuring about sq. mtrs., Terrace admeasuring about sq. mtrs., ON Floor** in the **Wing** plan thereof hereto annexed and marked Annexure 'D' for the consideration of **Rs./- (Rupees Only)** being proportionate price of the common areas, M.S.E.D.C.L. charges, society

formation and facilities appurtenant to the premises, (including all the charges applicable as per rules of RERA) but excluding expenses for stamp duty, registration fees, CGST & SGST or any other taxes levied by State/Central/ Local/ Gov./Semi Govt. or any competent authority which shall be paid by purchaser separately. The nature, extent and description of the common /limited common areas and facilities which are more particularly described in the Schedule annexed herewith and One Car Parking having exclusive right to use for his/her/their own vehicle (if allotted).

1(b) The Allottee has paid **Rs./- (Rupees Only)** by Cheque bearing No. dated drawn on as Earnest Money Deposit as application fee and the same will remain with Promoter as advance deposit interest free unsecured loan which will be adjusted in flat cost after execution of Agreement and hereby agrees to pay to the Promoter the balance amount of purchase consideration in the following manner:-

Percentage	Stage of Payments
10%	At the time of Booking before execution of Agreement
10%	At the stage of Agreement
10%	At the time of Plinth
5%	At the time of Completing 2 nd Floor Slab
5%	At the time of Completing 6 th Floor Slab
5%	At the time of Completing 8 th Floor Slab
5%	At the time of Completing 10 th Floor Slab
5%	At the time of Completing 12 th Floor Slab
5%	At the time of Completing 14 th Floor Slab
5%	At the time of Completing 16 th Floor Slab
5%	At the time of Completing 18 th Floor Slab
5%	At the time of Completing Last Slab
5%	At the time of Internal Gypsum
5%	At the time of Flooring
5%	At the stage of Electrical fitting
5%	At the time of CP & Sanitary fitting
5%	At the time of Possession
100%	TOTAL

1(c) The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of CGST & SGST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project and levied by State/ Central/Local/Gov./Semi Govt. or any competent authority payable by the Promoter up to the date of handing over the possession of the said Flat.

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

1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. Allottee has been made aware and has agreed that there may be variation in area all the three sides due to skirting and plaster not more than 3 % In this case agreed consideration will not change. If the variation is more than 3% then the total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan.

1(f) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the

Allottee undertakes not to object/demand /direct the Promoter to adjust his payments in any manner.

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

2.2 Time is the essence for the Promoter as well as for the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the said Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (b) herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is as per development rules of the corporation and Promoter has planned to utilize floating Floor Space Index as per Permission by Competent authority by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the said Land in the said Project and Purchaser has agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. In case T.D.R. purchased by floating F.S.I. is found in excess Promoter

shall be at liberty to utilize the same in his own discretion. The Purchaser shall not raise any objection.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay according to payment received, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delay payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter. Interest shall be calculated as per rate of interest of SBI on prevailing dated + 2 % as per RERA.

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

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (Subject to adjustment and recovery of any agreed liquidated damages or any other amount which may payable to Promoter) within a period of Thirty days of the termination of sale

consideration of the Apartment which may till then have been paid by the Allottee to the Promoter without any interest. For the completion of procedure allottee shall co-operate and attend the office of Assurance for admission and execution of cancellation deed.

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

6. The Promoter shall give possession of the Apartment to the Allottee on or before **31st December 2026**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

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

- i. war, civil commotion or act of God ;
- ii. any notice, order, rule, notification of the Government and/or other public or Competent Authority.

7.1 Procedure for taking possession

The Promoter, upon obtaining the Occupancy Certificate/Completion Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the

Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate/Completion Certificate of the Project.

7.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation:

7.3 Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings & such other documentation as prescribed in this Agreement and payments of all dues payable and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of notice.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defect 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.

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

9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society 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 the

registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor /Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor /Lessor/Original Owner/Promoter and/or the owners in the said land on which the building with multiple wings or buildings are constructed.

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

contribution of **Rs. 2,25,000/- for period of 36 months** payable by two cheques, Rs. 1,00,000/- toward Corps Fund for maintain of amenities and Rs. 1,25,000/- towards of general maintenance of building . The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with Promoter, the following amounts: -

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

11. The Allottee shall pay to the Promoter proportionate share of the amount for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the