

**CERATEC AVIKA Building No. "A"**

**AGREEMENT**

**THIS AGREEMENT** is made and executed at ... .. on this ... .. day of  
... .. Two Thousand and ... ..

**BETWEEN**

M/s. Ceratec Corp, a proprietor concern through the hands of its Proprietor Mr. Anand Dayanand Agarwal, Age: adult, Occupation: Business, PAN No. AETPA2566C, having address at : B-4, Klrloskar Residency, ITI Road, Aundh, Pune 411007; Hereinafter called "the PROMOTERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, successors, administrators and assigns)

**.... OF THE FIRST PART.**

**AND**

Mr./Mrs./M/s. ....  
Age: ... years, Occupation: ... PAN No. ....  
Mr./Mrs./M/s. ....  
Age: ... years, Occupation: ... PAN NO. ....  
Residing at/ having its office at: ...

Hereinafter referred to or called as "THE PURCHASER/S" (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and Interest under this agreement)

**.... OF THE SECOND PART.**

**W H E R E A S**

(A) The Promoters herein are the owners of and are well and sufficiently entitled to develop all that piece and parcel of well defined and demarcated land or ground admeasuring 82.75 Ares i.e. 8275 square metres carved out of Survey No. 34 Hissa No. 2C total admeasuring 1 Hectare 23 Ares assessed at Rs. 00=50paise lying and

being at Village Yeolewadi, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the Jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune, hereinafter referred to as "the said land" more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure "1".

(B) The Title and the rights of the Promoters to develop the said land are detailed herein below:-

(a) It is clarified that the said revenue village Yeolewadi was originally a part and parcel of revenue village Kondhwa Bk. It is further clarified that prior to the coming into existence of new revenue village Yeolewadi, the said Survey No. 34/2 of Yeolewadi was Survey No. 76/2 of village Kondhwa Bk.

(b) The said Survey No. 76/2 of village Kondhwa Bk. admeasuring 6 Acre 05 Gunthas was originally owned and possessed by one Mr. Rangu Raoji Kamathe prior to the year 1928.

(c) The said Mr. Rangu Raoji Kamathe had mortgaged the said Survey No. 76/2 in favour of Mr. Hari Dondeo Sathe on 5/10/1928. Pursuant thereto the charge of the said Mr. Hari Dondeo Sathe was mutated in the other rights column vide mutation entry no. 593 of village Kondhwa Bk. One Mr. Someshwar Hari Sathe had preferred an application dated 14/8/1970 inter alia that Mr. Hari Dondeo Sathe has expired and further that the loan given to Mr. Rangu Raoji Kamathe has duly been repaid by Mr. Mahadu Ranguji Kamathe and hence the charge of Mr. Hari Dondeo Sathe be deleted. Pursuant thereto the charge of Mr. Hari Dondeo Sathe was deleted vide mutation entry no. 2013 of village Kondhwa Bk. Pursuant to the Order dated 23/2/1989 passed by the Tahasildar Haveli, it was held that the name of Mr. Hari Dondeo Sathe and Mr. Madhav Ganesh Joshi were hallow/poklist and hence were ordered to be deleted. Pursuant thereto the names of the said Mr. Hari Dondeo Sathe and Mr. Madhav Ganesh Joshi were deleted from the revenue records vide mutation entry no. 103 of village Yeolewadi.

(d) The said Mr. Rangu Raoji Kamathe, Mr. Mahadu Ranguji Kamathe, Mr. Sahadu Ranguji Kamathe and Mr. Rambhau Ranguji Kamathe had taken a loan to the tune of Rs. 2000/- and mortgaged the said Survey No. 76/2 in favour of Mr. Madhav Ganesh Joshi on 11/5/1945. Pursuant thereto the charge of the said Mr. Madhav Ganesh Joshi was mutated in the other rights column vide mutation entry no. 1165 of village Kondhwa Bk.

(e) The said Smt. Sitabai Ranguji Kamathe, Mr. Mahadu Ranguji Kamathe, Mr. Sahadu Ranguji Kamathe and Mr. Rambhau Ranguji Kamathe had preferred an application inter alia that they had mutually partitioned the Survey No. 76/2 and other lands held by them and pursuant thereto the said Survey No. 76/2 was subdivided into three Sub Hissa and Survey No. 76/2A was allotted to Mr. Rambhau Ranguji Kamathe, Survey No. 76/2B was allotted to Mr. Sahadu Ranguji Kamathe and Survey No. 76/2C admeasuring 3 Acres 2.5 Gunthas was allotted to Smt. Sitabai Ranguji Kamathe. Pursuant thereto the names of the said persons were accordingly mutated in the revenue records vide mutation entry no. 1427 of village Kondhwa Bk.

(f) Mutation entry No. 1926 of village Kondhwa Bk. pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village. Pursuant thereto the area of the said Survey No. 75/6B admeasuring 1 Acre 29 Gunthas became 70 Ares.

(g) The said Smt. Sitabai Rangu Kamathe expired on or about February, 1961 leaving behind her Last Will and Testament dated 10/8/1959 and further as per her last wish bequeathed the said Survey No. 75/7C unto and in favour of (i) Mr. Prabhakar Mahadeo Kamathe, (ii) Mr. Jagmohan Mahadeo Kamathe, (iii) Mr. Jaywant Mahadeo Kamathe, (iv) Mr. Yashwant Mahadeo Kamathe and (v) Mr. Jaysingh Mahadeo Kamathe. Pursuant thereto further by Order passed by the Tahasildar Haveli in RTS /672/66 dated 7/6/1966, the names of the said legatees were mutated in the revenue records vide mutation entry no. 1961 of village Kondhwa Bk. Further the said Mr. Mahadu Rangu Kamathe and Mr. Sahadu Rangu Kamathe had given their statements that they do not have any right, title and interest in the said land pursuant to the family arrangement amongst the family.

(h) Pursuant to the wadi vibhajan in the year 1988, the said new revenue village Yeolewadi came into existence being separated from village Kondhwa Bk. and Survey No. 76 of village Kondhwa Bk. was allotted Survey Nos. 34 of village Yeolewadi.

(i) By a Sale Deed dated 8/6/1990 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 8894/1990, the said Mr. Prabhakar Mahadeo Kamathe, Mr. Jagmohan Mahadeo Kamathe, Mr. Jaywant Mahadeo Kamathe, Mr. Yashwant Mahadeo Kamathe and Mr. Jaysingh Mahadeo Kamathe have absolutely sold and conveyed the said Survey No. 34/2C unto and in favour of Mr. Santosh Dhanraj Kataria for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 384 of village Yeolewadi.

(j) By a Sale Deed dated 22/4/1993 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 1804/1993, the said Mr. Santosh Dhanraj Kataria has absolutely sold and conveyed a portion admeasuring 3.75 Ares out of Survey No. 34/2C unto and in favour of Mr. Mahesh Jagjeevandas Parekh and Mrs. Harsha Mahesh Parekh for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchasers were mutated in the revenue records vide mutation entry no. 762 of village Yeolewadi.

(k) By a Sale Deed dated 1/6/1994 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 4667/1994, the said Mr. Santosh Dhanraj Kataria has absolutely sold and conveyed a portion admeasuring 41 Ares out of Survey No. 34/2C unto and in favour of Mr. Subhas Uttamchand Dugad and Mr. S. B. Birajdar for consideration and on certain terms and conditions and each of the purchasers having 20.5 Ares. Pursuant thereto the name of the said purchasers were mutated in the revenue records vide mutation entry no. 988 of village Yeolewadi.

(l) By a Sale Deed dated 27/12/1995 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 10411/1995, the said Mr. Shadakshari Bhimgonda Birajdar has absolutely sold and conveyed a portion admeasuring 5 Ares out of Survey No. 34/2C unto and in favour of Mr. Hussaini Sayeed Khalilullah Anwarullah for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 989 of village Yeolewadi.

(m) By a Sale Deed dated 27/12/1995 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 10412/1995, the said Mr. Shadakshari Bhimgonda Birajdar has absolutely sold and conveyed a portion admeasuring 5 Ares out of Survey No. 34/2C unto and in favour of Mr. Sayeed Shabbir Ahmed Abdul Aziz for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 989 of village Yeolewadi.

(n) By a Sale Deed dated 27/12/1995 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 10413/1995, the said Mr. Shadakshari Bhimgonda Birajdar has absolutely sold and conveyed a portion admeasuring 5 Ares out of Survey No. 34/2C unto and in favour of Mr. Chandrakant Baburao Ganjure for consideration and on certain terms and conditions. Pursuant thereto the name of the

said purchaser was mutated in the revenue records vide mutation entry no. 989 of village Yeolewadi.

(o) By a Sale Deed dated 27/12/1995 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 10414/1995, the said Mr. Shadakshar Bhimgonda Birajdar has absolutely sold and conveyed a portion admeasuring 5.5 Ares out of Survey No. 34/2C unto and in favour of Smt. Ruksana Begum Mohammad Masudul Hakk for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 989 of village Yeolewadi.

(p) By a Sale Deed dated 7/10/1995 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 781/1996, the said Mr. Santosh Dhanraj Kataria has absolutely sold and conveyed a portion admeasuring 36.50 Ares out of Survey No. 34/2C unto and in favour of Mr. Arvind Pandharinath Jadhav, Mr. Subhash Pandharinath Jadhav, Mrs. Jyoti Subhas Jadhav and Mr. Pandharinath Prabhakar Jadhav for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchasers were mutated in the revenue records vide mutation entry no. 1975 of village Yeolewadi. It is clarified that the said portion admeasuring 36.50 Ares is not a part of the said land being the subject matter of this agreement.

(q) By a Sale Deed dated 16/10/1995 registered with the office of the Sub Registrar Haveli No. 3 at serial no. 8587/1995, the said Mr. Santosh Dhanraj Kataria has absolutely sold and conveyed a portion admeasuring 3.85 Ares out of Survey No. 34/2C unto and in favour of Mr. Navnitlal Mukandas Bogawat for consideration and on certain terms and conditions.

(r) By a Development Agreement dated 27/12/2005 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 5038/2005, the said Mr. Mahesh Jagjeevandas Parekh and Mrs. Harsha Mahesh Parekh have granted unto and in favour of Mr. Sanjay Dhanraj Kataria the exclusive development rights and authority to develop a portion admeasuring 3.75 Ares out of Survey No. 34/2C for consideration and on certain terms and conditions. In pursuance to the said Development Agreement dated 27/12/2005, the said Mr. Mahesh Jagjeevandas Parekh and Mrs. Harsha Mahesh Parekh have executed a Power of Attorney dated 27/12/2005 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 5039/2005 in favour of Mr. Sanjay Dhanraj Kataria inter alia vesting in him with several powers and authorities to develop the said portion admeasuring 3.75 Ares

out of Survey No. 34/2C. It is clarified that the said portion admeasuring 3.75 Ares is not a part of the said land being the subject matter of this agreement.

(s) By a Development Agreement dated 15/3/2007 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 2153/2007, the said Mr. Santosh Dhanraj Kataria has granted unto and in favour of Mr. Ashok Rambhau Gawade the exclusive development rights and authority to develop a portion admeasuring 41.75 Ares out of Survey No. 34/2C for consideration and on certain terms and conditions. In pursuance to the said Development Agreement dated 15/3/2007, the said Mr. Santosh Dhanraj Kataria has executed a Power of Attorney dated 15/3/2007 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 2154/2007 in favour of Mr. Ashok Rambhau Gawade inter alia vesting in him with several powers and authorities to develop the said portion admeasuring 41.75 Ares out of Survey No. 34/2C.

(t) By a Development Agreement dated 20/4/2007 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 3216/2007, the said Mr. Ashok Rambhau Gawade has assigned all his right, title and interest and the exclusive development rights and authority to develop a portion admeasuring 41.75 Ares out of Survey No. 34/2C unto and in favour of Mr. Vasantrai Pragji Shah for consideration and on certain terms and conditions. In pursuance to the said Development Agreement dated 20/4/2007, the said Mr. Ashok Rambhau Gawade has executed a Power of Attorney dated 20/4/2007 registered with the office of the Sub Registrar Haveli No. 19 at serial no. 3217/2007 in favour of Mr. Vasantrai Pragji Shah inter alia vesting in him with several powers and authorities to develop the said portion admeasuring 41.75 Ares out of Survey No. 34/2C.

(u) By a Sale Deed dated 3/6/2008 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 4590/2008, the said Smt. Ruksana Begum Mohammad Masudul Hakk has absolutely sold and conveyed a portion admeasuring 5.5 Ares out of Survey No. 34/2C unto and in favour of M/s. Arihant Promoters and Developers through its Proprietor Mr. Dharmesh Vasantrai Shah for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2805 of village Yeolewadi.

(v) By a Sale Deed dated 3/6/2008 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 4591/2008, the said Mr. Hussaini Sayeed Khalilullah Anwarullah has absolutely sold and conveyed a portion admeasuring 5 Ares out of Survey No. 34/2C unto and in favour of M/s. Arihant Promoters and Developers

through its Proprietor Mr. Dharmesh Vasantraï Shah for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2805 of village Yeolewadi.

(w) By a Sale Deed dated 21/7/2008 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 5859/2008, the said Mr. Sayeed Shabbir Ahmed Abdul Aziz has absolutely sold and conveyed a portion admeasuring 5 Ares out of Survey No. 34/2C unto and in favour of M/s. Arihant Promoters and Developers through its Proprietor Mr. Dharmesh Vasantraï Shah for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2805 of village Yeolewadi.

(x) By a Sale Deed dated 23/2/2011 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 1775/2011, the said Mr. Chandrakant Baburao Ganjure with the consent of Mr. Digambar Waman Karande has absolutely sold and conveyed a portion admeasuring 5 Ares out of Survey No. 34/2C unto and in favour of M/s. Arihant Promoters and Developers through its Proprietor Mr. Dharmesh Vasantraï Shah for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 3388 of village Yeolewadi.

(y) By a Sale Deed dated 15/3/2011 registered with the office of the Sub Registrar Haveli No. 9 at serial no. 2372/2011, the said Mr. Santosh Dhanraj Kataria through the hands of his Constituted Attorney Mr. Ashok Rambhau Gawade and substituted Attorney Mr. Vasantraï Pragji Shah has absolutely sold and conveyed a portion admeasuring 41.75 Ares out of Survey No. 34/2C unto and in favour of Mr. Vasantraï Pragji Shah for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchaser was mutated in the revenue records vide mutation entry no. 3472 of village Yeolewadi.

(z) By a Memorandum of Agreement of Deposit of Title Deed dated 30/6/2011 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 6266/2011, the said M/s. Arihant Promoters and Developers through its proprietor Mr. Dharmesh Vasantraï Shah had obtained a loan to the tune of Rs. 65,00,000/- from M/s. Bora Finance Corporation. Pursuant thereto the charge of M/s. Bora Finance Corporation was mutated in the revenue records vide mutation entry no. 3724. It appears that the said loan along with interest was duly repaid and hence the said M/s. Bora Finance Corporation has executed a Release Deed Redemption Deed of Mortgage Deed dated 18/8/2016 registered with the office of the Sub Registrar

Haveli No. 9 at serial no. 5180/2016. Pursuant thereto the charge of the said M/s. Bora Finance Corporation was deleted from the revenue records vide mutation entry no. 4909.

(aa) By a Sale Deed dated 21/12/2012 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 10007/2012, the said Mr. Mahesh Jagjeevandas Parekh and Mrs. Harsha Mahesh Parekh through their Constituted Attorney Mr. Sanjay Dhanraj Kataria have absolutely sold and conveyed a portion admeasuring 3.75 Ares out of Survey No. 34/2C unto and in favour of Mr. Sanjay Dhanraj Kataria for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry nos. 3927 and 4068 of village Yeolewadi. It is clarified that the said portion admeasuring 3.75 Ares is not a part of the said land being the subject matter of this agreement.

(bb) One Mr. Pandharinath Prabhakar Jadhav had expired on 4/11/2014 leaving behind his Last Will and Testament dated 20/11/2008 and whereby he bequeathed his share in portion admeasuring 36.50 Ares out of Survey No. 34/2C unto and in favour of Mr. Subhash Pandharinath Jadhav. Pursuant thereto the name of Mr. Subhash Pandharinath Jadhav was mutated in the revenue records vide mutation entry nos. 4519 and 4520. It is clarified that the said portion is not a part of the said land being the subject matter of this agreement.

(cc) By a Sale Deed dated 30/12/2015 registered with the office of the Sub Registrar Haveli No. 17 at serial no. 8459/2015, the said Mr. Arvind Pandharinath Jadhav has absolutely sold and conveyed his share admeasuring 912.50 square metres out of Survey No. 34/2C unto and in favour of Mrs. Vandana Ramesh Shinde for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 4767 of village Yeolewadi. It is clarified that the said portion admeasuring 912.50 square metres is not a part of the said land being the subject matter of this agreement.

(dd) The said Mr. Navnitlal Mukandas Bogawat expired intestate on 4/2/2015 leaving behind his legal heirs namely (i) Smt. Aruna Navnitlal Bogawat - widow, (ii) Mr. Rahul Navnitlal Bogawat - son, (iii) Mrs. Poonam Rahul Dungarwal - daughter and (iv) Mrs. Shipla Jay Bhandari - daughter.

(ee) By a Deed of Sale dated 20/12/2016 registered with the office of the Sub Registrar Haveli No. 12 at serial no. 7909/2016, the said Mr. Subhash Uttamchand Dugad, M/s. Arihant Promoters and Developers, through the hands of its Proprietor

Mr. Dharmesh Vasantrai Shah, Mr. Vasantrai Pragji Shah, Smt. Aruna Navnitlal Bogawat, Mr. Rahul Navnitlal Bogawat, Mrs. Aarti Rahul Bogawat, Mr. Aditya Rahul Bogawat, Mrs. Poonam Rahul Dungarwal and Mrs. Shipla Jay Bhandari with the consent and confirmation of Mr. Sanjay Dhanraj Kataria and Mr. Ashok Rambhau Gawade have absolutely sold and conveyed the portion admeasuring 82.75 Ares out of Survey No. 34/2C unto and in favour of M/s. Ceratec Corp, a proprietor concern through the hands of its Proprietor Mr. Anand Dayanand Agarwal for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry no. 4908 of village Yeolewadi.

(C) In the aforesaid circumstances the Promoters are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said land more particularly described in the First Schedule hereunder written and hereinafter referred to as "the said land" and the Promoters are entitled to develop the same.

(D) The Promoters herein have appointed RIMS Design Studio, Pune as its Architect and , G.A. Bhilare Consultants Pvt. Ltd. as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services and supervision. The Promoters herein have reserved right to change aforesaid Architects and Engineers before the completion of the building/s.

(E) The Promoters have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder:-

- (i) The Pune Municipal Corporation vide Commencement Certificate bearing No. CC/1571/17 dated 25/9/2017 has the building plans of the buildings to be constructed on the said land.
- (ii) The Collectorate, Pune by its Order bearing no. \_\_\_\_\_ dated \_\_\_\_\_ has permitted the non agricultural use of the said land.

(F) In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, showrooms, shops, offices, premises, tenements in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements

on the terrace of the building, etc. In the buildings, which is/are under construction or to be constructed on the said land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

(G) The Promoters have disclosed that they have/are acquired or are acquiring an area approx 40.25 Ares out of Survey No. 34 Hissa No. 2C of Village Yeolewadi being adjacent lands to the said land and would be amalgamating the same with the said land so as to develop a complete project to be known as "CERATEC AVIKA" thereon in phases.

(H) The Promoters have divided the said Project "Ceratec Avika" into three phases as enumerated hereunder viz. (1) Phase No. 1 comprising of construction of Building No. "A" having Parking floor plus 13 (thirteen) upper floors having residential tenements (presently the Building No. "A" has been sanctioned as Ground floor, Parking floor plus 7 (seven) upper floor and that the building plans are to be revised so that the said Building No. "A" shall comprise of Parking floor plus 13 (thirteen) upper floors having residential tenements and plans for the Building No. "A" to be revised in near future and (2) Phase No. 2 comprising of (i) amalgamation of additional area of 40.25 Ares out of Survey No. 34/2C in the said land and shifting of existing Building No. "B" and sanction of the new Building No. "C" and construction of the Building No. "B" to have Parking floor plus 14 (fourteen) upper floor and Building No. "C" to have Parking floor plus 14 (fourteen) upper floor having residential tenements therein.

(I) The Promoters shall have got itself registered for Phase No. 1 of the Project Ceratec Avika under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary Registration Certificate of Phase No. 1 of the Project bearing Project Registration No. \_\_\_\_\_ dated \_\_\_\_\_ thereto has been issued.

(J) The Promoters herein have disclosed that portion of the land to the tune of 676.94 square metres is affected by Road widening and the same has to be handed over to Pune Municipal Corporation/concerned authorities and in lieu of the same, the Promoters are entitled to FSI thereof to be loaded on the said land and/or TDR or any other building potential to be consumed on the balance area of the said land.

(K) The Promoters herein have disclosed that the Amenity Space in the layout of the Project land and the area of the Road widening has to be handed over to Pune

Municipal Corporation /concerned authorities and the Promoters shall obtain additional FSI and which FSI shall be consumed over the said buildings in the said Project by constructing additional floors and tenements on the sanctioned building or new buildings to be sanctioned in due course of time.

(L) The Promoters have further disclosed that they would revise the building plans in respect of Building No. "A" so that the said building would comprise of Parking floor plus 13 (thirteen) upper floor in future.

(M) The Promoters have further disclosed that they would be amalgamating an area of about 40.25 Ares out of Survey No. 34/2C with the said land in due course of time and thereafter would revise the layout and building plans and would be shifting the location of the Building No. "B" and the Amenity Space and Open Space and would also construct another building being Building No. "C" on the said land along with the amalgamated land as stated herein. The Promoters have also shown the tentative plans of the layout and building plans which the Promoters would get sanctioned in due course of time.

(N) The Promoters have also disclosed to the Purchaser/s that they would form and register a one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire Project comprising of Phase No. 1 and Phase No. 2 and that the society would be formed after the disposal of 51% of the tenements in the said Project.

(O) The Promoters have disclosed to the Purchaser/s that there are no litigations or encumbrances pending in respect of the said land and/or the said Project as on the date of this agreement.

(P) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Project on the said land and the said building/s and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(Q) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real

Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(R) The copy of the plan showing the said land is annexed hereto as Annexure – "1". The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – "2". The copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure – "3". The copies of the parking floor plan and floor plan, showing the allotted parking and the said Premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "4A" and "4B". The copy of the latest Commencement Certificate is annexed hereto as Annexure – "5" being sanction to the buildings plans. The copy of the N. A. Order is annexed hereto as Annexure – "6" being permission for NA use of the said land. The details of the said Premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "7". The details of the payment of installments of consideration are annexed hereto as Annexure – "8". The specifications herein are agreed to be provided by the Promoters in the said premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – "9" annexed hereto. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure "10". The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure "11".

(S) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building and the tenements therein.

(T) After the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/ conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they

has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

(U) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure "7" annexed hereto and shown on the plan annexed hereto as Annexure "4" , (herein referred to or called as "THE SAID PREMISES") and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

(V) For the purposes of this Agreement, "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(W) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – "9" annexed hereto.

(X) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements/ flats/ showrooms/ shops/ offices/ terraces, and top terrace etc.

(Y) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

(Z) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure - "8" annexed hereto.

(AA) The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.

(BB) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

(CC) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

**NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -**

**1. CONSTRUCTION**

As stated hereto before the Pune Municipal Corporation/concerned authorities has sanctioned the building plans of the Building No. "A" under Phase No. 1 which is under construction on the said land. The Promoters herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plans have been seen separately and approved by the Purchaser/s and further that the Purchaser/s has/have also seen the tentative plans for the said Building Nos. "A", "B" and "C" comprising of residential tenements to be constructed in future as Phase No. 2, so as to consume the total buildable potential as stated hereinabove.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

## 2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters Residential premises bearing Flat No. \_\_\_\_\_ admeasuring carpet area about \_\_\_\_\_ square metres and Enclosed Balconies collectively admeasuring \_\_\_\_\_ square metres together making a total area of \_\_\_\_\_ square metres situate on \_\_\_\_\_ (\_\_\_\_\_) Floor in Building No. "A" in the Project to be known as "Ceratec Avika" and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring \_\_\_\_\_ square metres, (ii) adjacent Open Balcony collectively admeasuring \_\_\_\_\_ square metres, (iii) Covered Car Parking Space No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres and (iv) Open Car Parking Space No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square metres along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure "7" annexed hereto and is hereinafter referred to as "THE SAID PREMISES", at or for total lumpsum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society or association of apartment etc. including share money, expenses for final conveyance deed, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure "9" annexed hereto.

(C) The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoters on every Installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoters.

(D) The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty percent) above the price of such building material/s as on the date of this agreement. The Promoters agree that at the time of raising such a demand for such escalation, the Promoters shall enclose the notification / rule/ regulation / order/ etc. to that effect.

(E) The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in Annexure "9".

(F) The present agreement is not a construction agreement or work contract of service contract and the said land, the said building and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the Project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said land and building/s thereon

Including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

(G) The Promoters undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

(H) The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

(I) The Promoters are to give refund of difference in GST to the Purchaser/s in due course of time out of the amounts collected by the Promoters from the tenement purchasers and the amount of GST paid by the Promoters for the said Project. The Purchaser/s has/have requested the Promoters to adjust the refund of GST in advance in arriving at the total price towards the said Premises and accordingly the parties have adjusted the refund of GST in advance in the price towards the said Premises and accordingly the parties hereto have arrived at the consideration of the said Premises payable hereunder and hence the Purchaser/s shall not be entitled to claim any refund of amounts under GST in future and agree to keep saved and indemnified the Promoters thereto.

### **3. PAYMENT OF INSTALLMENTS OF CONSIDERATION**

(A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Annexure "8" annexed hereto.

(B) The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

(C) The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft Issued/drawn in the name of "Ceratac Corp A/C No. \_\_\_\_\_".

(D) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

(E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.

(F) It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure "8" annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

(G) The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoters to adjust his/her/their payments in any manner.

(H) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

#### **4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY**

(A) It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

(B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Pune Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

#### **5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL**

(A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

(B) It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said land is also shown on the tentative plan which would be sanctioned in due course of time.

(C) The Promoters have at the time of this Agreement utilized a buildable potential as per the sanctioned plans and shall utilize the balance buildable potential by revising the building plans by addition additional tenement/floors in and upon the said Building "A" and also construction of building in Phase No. 2 in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have the given their specific Irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.

(D) The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The

Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(E) The Amenity Space in the layout of the Project land and the area of the Road widening has to be handed over to Pune Municipal Corporation /concerned authorities and the Promoters shall obtain additional FSI and which FSI shall be consumed over the said buildings in the said Project by constructing additional floors and tenements on the sanctioned building or new buildings to be sanctioned, subject to the condition that the same shall not change the location, area, size and shape of the said Premises agreed to be sold to the Purchaser/s. The Purchaser/s herein by executing these presents has/have given his/her/their Irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(F) As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.

(G) The Promoters shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

#### **6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL**

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title, rights and authorities of the Promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

(B) The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in

respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

(D) The area under road widening and the amenity space has to be handed over and transferred to Pune Municipal Corporation or the concerned authorities and hence the Promoters shall ultimately not convey the portion under road widening and amenity space to the ultimate organization of the tenement purchasers.

(E) The disclosures made in the recitals of this Agreement by the Promoters shall be deemed to have been incorporated herein in the operative clauses and shall be read accordingly.

#### 7. TIME IS ESSENCE OF THE AGREEMENT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the Project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the Project after receiving the Completion Certificate from the concerned authorities. The Promoters have disclosed that the total Project comprising of Phase No. 1 and Phase No. 2 would be completed prior to August, 2022.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.

(D) If the Promoters fail to abide by the time schedule for completing the Project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real

Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that 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 Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

(F) Without prejudice to the right of the Promoters to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/ies of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/ies mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s; then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mrs. Roopali Akshay Mane, Age: adult,

Occupation: Service, having address at: Bhumkar Nagar, Narhe Ambegaon, Pune 411041 being the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mrs. Roopali Akshay Mane is annexed hereto as Annexure "11" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

#### **8. SPECIFICATIONS AND AMENITIES**

(A) The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure "9" annexed hereto.

(B) If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Promoters shall be final.

#### **9. DELIVERY OF POSSESSION**

The Promoters herein shall complete the construction of the said Premises in all respect on or before August , 2022. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7 (D) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "8" annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2 (C) and 2(D) hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.
- (vi) Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.
- (vii) Pendency of any litigation.
- (viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pune Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (xi) Any other reasons beyond the control of the Promoters including force majeure conditions.

**10. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES**

(A) After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall

within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

(B) On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/herself/ themselves as aforesaid within the said period as mentioned in clause 10(A), at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in Installment on its due date to the Promoters in pursuance of these presents.

(C) It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

(D) At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.

(E) The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.

(F) The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

(G) In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc as applicable.

#### **11. DEFECT LIABILITY**

(A) If within a period of 5 (five) years from taking possession or 15 (fifteen) days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and In case It is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or In the fittings therein, In particular It is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions In any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

(C) Defect/s In fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

## **12. USE OF THE SAID PREMISES**

(A) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential purpose as shown in the sanctioned plans.

(B) The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(C) The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the Project or the said car parking any heavy vehicles

such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces,

(D) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the Project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

### **13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S**

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the Project comprising of the said Building No. "A", Building No. "B" and Building No. "C" being Phase No. 1 and Phase No. 2 shall join in forming and registering a Cooperative Housing Society to be known as "Ceratec Avika Cooperative Housing Society Ltd." or by such other name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

(B) The Promoters shall form and register the Cooperative Housing Society after the sale of at least 51% (fifty one percent) of the tenements in the said Project comprising of Building No. "A", Building No. "B" and Building No. "C" being Phase No. 1 and Phase No. 2.

**14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S**

The Promoters have also disclosed to the Purchaser/s that they would form and register one Cooperative Housing Society for Phase No. 1 and Phase No. 2 under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the society would be formed after the disposal of 51% of the tenement in the Project comprising of Phase No. 1 and Phase No. 2. The Promoters shall cause the Consenting Party as owners of the said land and the Promoters shall convey the said land along with all the two buildings in the Project and the common amenities and facilities to the said society on or before August, 2023 and subject to (i) disposal of 2/3<sup>rd</sup> tenements in the Project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

**15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:**

(A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Association or Society which is to be formed by the Promoters herein as stated hereinbefore.

(B) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises quantified at Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only per square metre (total area) per month to the Promoters and/or maintenance company appointed by the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Association or Society which is to be formed by the Promoters herein as stated hereinbefore.

(C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.

(D) But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

(E) The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in

advance a sum of Rs. \_ \_ \_ \_ /- (calculated at Rs. \_ \_ /- per square metre (total area) per month for 24 (twenty four) months) towards maintenance charges for a period of 24 (twenty four) months to the Promoters or the maintenance company. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.

(F) It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said maintenance company such sums as may be determined by the said maintenance company having regards to inflation.

(G) The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

(H) It is specifically agreed between the parties hereto that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

#### **16. SPECIAL COVENANTS**

(A) The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or Project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

(B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities like lifts, electric rooms, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries,

causalities/ calamities or any damages of whatsoever nature caused to any person or property.

(C) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, STP, bio compost plant, STP (if any), etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

(D) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said premises during the course of construction with prior permission of the Promoters and on a pre appointed time and date only.

(E) The Purchaser/s shall not be entitled to carry out any modification or charges in the said premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

(F) There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(G) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

(H) The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

(I) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the

Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

(J) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their Irrevocable consent and for this reason a separate consent for the same is not required.

(K) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.

(L) Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

(M) In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units. premises in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Association of Apartment or Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

(N) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

(O) The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

(P) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.

(Q) In case after the possession of the said premises is handed over to the Purchaser/s and the Purchaser/s let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.

(R) On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the Insurances in respect of the (i) title of the said land and building and (ii) construction of the Project and shall pay the necessary premiums and charges thereto.

#### **17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:**

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building/wing, to one or more person/s of

their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

**18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS**

(A) The Promoters has clear and marketable title with respect to the Project land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

(B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said project.

(C) There are no encumbrances upon the said land or the said Project save and except those disclosed in the Title Report and/or in this Agreement.

(D) There are no litigations pending before any Court of Law with respect to the said land or Project save and except those disclosed in the Title Report and/or In this Agreement.

(E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said 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 said project, the said land and the said building/wing shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building/wing and common areas.

(F) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

(G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said Project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

(H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

(I) At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

(J) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premlums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said Project to the concerned authorities.

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

**19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.**

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

(A) To maintain the said Premises at the Purchaser/s own cost in good tenable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building/wing in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building /wing in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

(B) Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building/wing including entrances of the building/wing in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises is situated or the said Premises on

account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

(C) To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

(D) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members in the said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers.

(E) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s/wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

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

(G) Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the open terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

(H) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

(I) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

(J) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoters and obtained written consent thereof.

(K) The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

(L) Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

**20. NAME OF THE PROJECT AND BUILDING/S**

(A) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme "CERATEC AVIKA" and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

(B) The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid Project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

**21. MEASUREMENT OF THE AREA OF THE SAID PREMISES**

(A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated.

(B) "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 3% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

(D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

**22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises 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 Purchaser/s who has/have taken or agreed to take the said Premises.

### **23. CAR PARKINGS**

(A) It is hereby agreed that thought the car parking and scooter parking area covered or open shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the Project or their ultimate organization that may be formed.

(B) The Promoters shall also be providing mechanical/stackable parking spaces in the building and which comprises of parking spaces one over the other. The said parkings shall normally be allotted on first cum first basis to the purchasers of adjacent tenement holders and that such tenement holder shall cooperate with each other for removal or parking of their vehicles in such mechanical/stackable parking spaces.

(C) The Purchaser/s has/have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex-gratia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the Project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

(D) All the tenement purchasers in the Project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parkings, scooter parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.

(E) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.

(F) The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of the Project Architect Mr. Riyaz Mulla of RIMS Design Studio

being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

**24. BROCHURE/ADVERTISING MATERIAL**

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

**25. TAX DEDUCTED AT SOURCE**

(A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

(B) Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Promoters, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall be refunded by the Promoters on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

**26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.**

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance,

which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

**27. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s, until, firstly, the Purchaser/s 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 Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoters. If the Purchaser/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appears before the Sub Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

**28. 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 regards to the said Premises.

**29. RIGHT TO AMEND**

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

**30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES**

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

**31. SEVERABILITY**

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

**32. CALCULATION OF PROPORTIONATE SHARE**

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the tenements in the project.

**33. FURTHER ASSURANCES**

The parties hereto 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 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.

**34. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

**35. REGISTRATION**

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

**36. SERVICE OF NOTICE**

(A) All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to

the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

(B) In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.

(C) In case of joint purchasers all communications shall be sent by the Promoters to the purchaser 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 purchasers.

### **37. DISPUTE RESOLUTION**

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

### **38. EFFECT OF LAWS**

(A) 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.

(B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

(C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

#### **FIRST SCHEDULE**

(Description of the said land)

All that piece and parcel of well defined and demarcated land or ground admeasuring 82.75 Ares i.e. 8275 square metres carved out of Survey No. 34 Hissa No. 2C total admeasuring 1 Hectare 23 Ares assessed at Rs. 00=50paise lying and being at Village Yeolewadi, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and is bounded as under:-

- On or towards the East : By Survey No. 34/3A held by M/s. Sungold Developers.
- On or towards the West : By Survey Nos. 34/2B/1 and 34/2A/1 held by Rath Construction and Developers.
- On or towards the North : By part of Survey Nos. 33 and 34 in 12 metre wide Road.
- On or towards the South : By remaining portion out of Survey No. 34/2C.

#### **SECOND SCHEDULE**

(Details of the Common Facilities and Restricted Areas and Facilities)

**a. Common Areas and Facilities:**

1. The land and the open space described in the First Schedule above (subject to the right of exclusive use of open car parks allotted to various units/purchasers)
2. The footings, RCC structures and main walls of the building
3. Staircase, common passage in the building, which have been proportionately charges.
4. Elevator Lifts and lift ducts for the buildings/apartments along with Battery backup.
5. Common drainage, water and electrical lines.
6. Common ground water storage tanks and overhead water reservoirs and plumbing, machinery, pumps etc.
7. Compound walls, fencing and gates.
8. Gardens, open lawns.

**b. Limited Common areas and facilities:**

1. Partition walls between the two units shall be limited common property of the said two units.

2. Ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively and also as shown in the plan annexed hereto.
3. The scooter parks, car parks and terrace on top of the building and portions thereof will be allotted to specific unit purchaser/s by the Promoters as per their discretion.
4. Terraces adjacent to the terrace flats shall exclusively belong to such respective premises if so specifically allotted by the Promoters.
5. Other exclusive and limited common areas and facilities as mentioned in the body of this agreement.
6. Passages and toilets/W.C.s which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/W.C.s for their limited common use only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.



**Annexure "1"**  
**Copy of Plan of the said land**

**Annexure "2"**

**Copy of the Certificate of the Title**

**Annexure "3"**

**Copy of the 7/12 extract /Property Extract Card of the said land**

**Annexure "4A" and "4B"**

Copy of the parking floor plan and floor plan

**Annexure "5"**  
**Copy of the Commencement Certificate**

**Annexure "6"**  
**Copy of the N.A Order**

**Annexure "7"**  
**Details of the said Premises**

|     |                           |                                                                                 |
|-----|---------------------------|---------------------------------------------------------------------------------|
| (A) | Flat No.                  | _____                                                                           |
| (B) | (i)                       | Carpet area of the said Premises _____ square metres                            |
|     | (ii)                      | Carpet area of Enclosed Balcony (collective) _____ square metres                |
|     |                           | Total area [B(i) + B(ii)] _____ square metres                                   |
| (C) | Floor                     | _____                                                                           |
| (D) | Building                  | "____"                                                                          |
| (E) | Usage                     | Residential                                                                     |
| (F) | Exclusive rights to use : |                                                                                 |
|     | (i)                       | Adjacent Open Terrace (collective) _____ square metres                          |
|     | (ii)                      | Adjacent Open Balcony (collective) _____ square metres                          |
|     | (iii)                     | Car Parking Space _____ square metres<br>Covered/Mechanical bearing No/s. _____ |
|     | (iv)                      | Open Car Parking Space _____ square metres<br>bearing No/s. _____               |

In the Project known as "CERATEC AVIKA" being developed or developed on the said land described in the First Schedule herein written.

**DECLARATION**

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the Agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTERS)

PURCHASER/S)

\_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

**Annexure "8"**

**Details of the installment of the payment of the consideration  
by the Purchaser/s to the Promoters**

|    |     | Amount      | Particulars                                                                                                                                                                        |
|----|-----|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | 10% | Rs. _____/- | Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.                                                                                                 |
| b) | 19% | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.                                                            |
| c) | 01% | Rs. _____/- | Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.                                            |
| d) | 15% | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.                                |
| e) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 <sup>st</sup> slab above the plinth of the said building/wing in which the said Premises is situated. |
| f) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 3 <sup>rd</sup> slab above the plinth of the said building/wing in which the said Premises is situated. |
| g) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated. |
| h) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated. |
| i) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated. |
| j) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the                                                                                                                                        |

|    |     |             |                                                                                                                                                                                                                                                                                                                                                                          |
|----|-----|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |     |             | Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.                                                                                                                                                                                                                                        |
| j) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.                                                                                                                                                                                                                                      |
| k) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.                                                                                                                                                                                                 |
| l) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.                                                                                                                                                  |
| m) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated. |
| n) | 05% | Rs. _____/- | And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.                                                                                                                                                                               |
|    |     | Rs. _____/- | TOTAL                                                                                                                                                                                                                                                                                                                                                                    |

**Annexure "9"**  
**Amenities and Specifications**

**AMENITIES (to be developed at the end of the Project)**

- Elegant Entrance Gate with Security Cabin
- Landscape Garden and Party lawn
- Gymnasium
- Club House
- Yoga/Meditation Area
- Indoor Games Room with TT Table, Chess, Carom, etc.
- Wide Internal Concrete/paved Roads with Street Lights
- Attractive Entrance Lobby
- Genset Backup for Lift/Common Areas and Water Pumps
- Rain Water Harvesting
- Ample Parking Area
- Adequate Water Supply
- Mini Walkway for Senior Citizens
- Children Play Area with Sand Pit
- Decorative Compound Wall
- Attractive Elevation
- Name Plate and Letter Box for individual flat

**SPECIFICATIONS**

**RCC**

- Earthquake resistant RCC frame structure

**PLATERING**

- Internal POP/Gypsum finish with high quality surface
- External Sand Faced cement plaster

**BRICKWORK**

- External 6" thick high quality walls
- Internal 6" thick high quality walls

**FLOORING**

- 2 X 2 vitrified tile flooring in entire apartment with skirting
- Anti Skid Ceramic tiles for Dry Balcony and Bathroom

**MAIN DOOR**

- Frame: Wooden Door Frame. Shutter: Flush Door with good quality Hardware Accessories

**INTERNAL/TOILET DOORS**

- Frame: For Rooms Wooden Door Frame and for Balcony and Toilets Granite Frame. Shutter: Flush Door with good quality Hardware Accessories

#### **WINDOWS**

- Powder coated Open able windows
- Aluminum louvered windows in toilets
- Bottom sill for all windows in marble/granite

#### **PAINTING**

- External Paint : Apex Cement Paint
- Internal Paint: Oil Bound Distemper (OBD)

#### **BATHROOMS**

- Designer Ceramic Glazed tiles upto 7' Height
- Anti Skid Flooring in all Toilets
- Standard Quality Consenting Party fittings
- Provision for Geyser Point
- Standard Sanitary Ware

#### **ELECTRICALS**

- Adequate Electrical points
- Concealed Electric copper wiring with good quality switches (ISI) mark
- Miniature circuits breaker (MCB's)
- A.C Point in Master Bedroom
- One TV point and Telephone point In Living Room

#### **KITCHEN**

- Platform- Granite Platform with stainless steel sink
- Glazed dado tiles above Kitchen Platform upto lintel level
- Concealed plumbing for Consenting Party fittings
- Provisions Point for Water Purifier and Exhaust Fan

#### **SECURITY**

- Round the clock security for the Project with Professional Agencies
- Security intercom from Security Cabin to each Apartment

#### **RAIN WATER HARVESTING**

- Rain Water Harvesting would be provided for recharging the ground water level

#### **GENERATOR BACK UP**

- Standby Generator for light in common areas, lifts and water pumps

#### **LETTER BOX AND NAME PLATE**

- Letter Box and Name Plate for each flat

#### **LIFTS**

- Minimum Two Lifts for each building of Good Quality with Genset Backup

**Note: -**

1. The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoters have any reservation as to its quality, then in such a case the Promoters shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.
2. Any additional specification or work will be charged extra by the Promoters. No rebate will be given for cancellation or omission of any item or amenity.
3. The Promoters reserve the right to amend /add/delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.

**Annexure "10"**

**Copy of the Power of Attorney of the person/s admitting the registration  
on behalf of the Promoters**

**Annexure "11"**

**Copy of the Photo Identity of the Promoters and the Purchaser/s**

**CERATEC AVIKA – BUILDING No. A**  
**APPLICATION FOR ALLOTMENT OF RESIDENTIAL FLAT**  
**IN THE PROJECT "CERATEC AVIKA"**  
**AT YEOLEWADI, PUNE**

|                                                                                                                           |                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| To,<br>M/s. Ceratec Corp,<br>B-4, Kirloskar Residency, ITI Road,<br>Aundh, Pune 411007.<br>Website: _____<br>Email: _____ | FROM,<br>Mr./Mrs. _____<br>Mr./Mrs. _____<br>_____<br>_____<br>Email: _____<br>Phone.: _____ |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|

Dear Sir/Madam,

I/We am/are interested in acquiring a residential Flat in your Project "Ceratec Avika" at all that piece and parcel of well defined and demarcated land or ground admeasuring 82.75 Ares i.e. 8275 square metres carved out of Survey No. 34 Hissa No. 2C total admeasuring 1 Hectare 23 Ares assessed at Rs. 00=50paise lying and being at Village Yeolewadi, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune.

I/We have been explained the details of the project including the area calculations, time of completion of the tenement and the project, amenities and fittings which would be provided, etc. by the marketing executives from your office and have also read and understood the rules and regulations as regards booking of the tenement and have also read and understood and satisfied myself/ourselves as regards the terms and conditions as set out in the proposed Agreement of which the draft was handed over to me/us.

We are aware that you have/are acquired or are acquiring an area approx 40.25 Ares out of Survey No. 34 Hissa No. 2C of Village Yeolewadi being adjacent lands to the said land and you would be amalgamating the same with the said land so as to develop a complete project to be known as "CERATEC AVIKA" thereon in phases.

We are further aware that you have divided the said Project "Ceratec Avika" into three phases as enumerated hereunder viz. (1) Phase No. 1 comprising of construction of Building No. "A" having Parking floor plus 13 (thirteen) upper floors having residential tenements (presently the Building No. "A" has been sanctioned as Ground floor, Parking floor plus 7 (seven) upper floor and that the building plans are to be revised so that the said Building No. "A" shall comprise of Parking floor plus 13 (thirteen) upper floors having residential tenements and plans for the Building No. "A" to be revised in near future and (2) Phase No. 2 comprising of (i) amalgamation of additional area of 40.25 Ares out of Survey No. 34/2C in the said land and shifting of existing Building No. "B" and sanction of the new Building No. "C" and construction of the Building No. "B" to have Parking floor plus 14 (fourteen) upper floor and Building No. "C" to have Parking floor plus 14 (fourteen) upper floor having residential tenements therein.

We are aware that a portion of the land to the tune of 676.94 square metres is affected by Road widening and the same has to be handed over to Pune Municipal Corporation/concerned authorities and in lieu of the same, you would be entitled to FSI thereof to be loaded on the said land and/or TDR or any other building potential to be consumed on the balance area of the said land.

We are further aware that the Amenity Space in the layout of the Project land and the area of the Road widening has to be handed over to Pune Municipal Corporation /concerned authorities and you shall obtain additional FSI and which FSI shall be consumed over the said buildings in the said Project by constructing additional floors and tenements on the sanctioned building or new buildings to be sanctioned in due course of time.

We are further aware that you would revise the building plans in respect of Building No. "A" so that the said building would comprise of Parking floor plus 13 (thirteen) upper floor in future.

We are further aware that you would be amalgamating an area of about 40.25 Ares out of Survey No. 34/2C with the said land in due course of time and thereafter would revise the layout and building plans and would be shifting the location of the Building No. "B" and the Amenity Space and Open Space and would also construct another building being Building No. "C" on the said land along with the amalgamated land as stated herein. We have further seen the tentative plans of the layout and building plans which you would get sanctioned in due course of time.

We are further aware that you would form and register a one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire Project comprising of Phase No. 1 and Phase No. 2 and that the society would be formed after the disposal of 51% of the tenements in the said Project.

I/We confirm that you have also made us aware of the provisions of the Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

I/We having understood request you to allot to me/us one residential Flat as mentioned below:

|    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) | Residential Flat No.      | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2) | Floor                     | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3) | Building No.              | "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4) | Carpet Area of Flat       | _____ square metres                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5) | Enclosed Balcony Area     | _____ square metres (collective)                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6) | Total Area (4+5)          | _____ square metres                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7) | Exclusive right to use    | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    | Adjacent Open Terrace     | _____ square metres (collective)                                                                                                                                                                                                                                                                                                                                                                                                                        |
|    | Adjacent Open Balcony     | _____ square metres (collective)                                                                                                                                                                                                                                                                                                                                                                                                                        |
|    | Covered Car Parking Space | _____ square metres bearing No/s. ____                                                                                                                                                                                                                                                                                                                                                                                                                  |
|    | Open Car Parking Space    | _____ square metres bearing No/s. ____                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8) | Project                   | "Ceratec Avika" at all that piece and parcel of well defined and demarcated land or ground admeasuring 82.75 Ares i.e. 8275 square metres carved out of Survey No. 34 Hissa No. 2C total admeasuring 1 Hectare 23 Ares assessed at Rs. 00=50paise lying and being at Village Yeolewadi, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune. |
| 9) | Consideration             | Rs. _____/- less an amount of Rs. ____                                                                                                                                                                                                                                                                                                                                                                                                                  |

|     |                                                              |                                                                                                                                                                                                                                                                                                                                                                 |
|-----|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                              | _____-/- quantified towards refund of GST in advance and hence net payable amount Rs. _____/- as consideration towards the said flat (payable as per stages mentioned in the proposed agreement). Since the consideration as stated above is arrived as aforesaid taking GST refund into consideration, I/We shall not claim any GST refund from you in future. |
| 10) | Other Charges                                                | Rs. _____/- per square metre (total area) per month from date of intimation to take possession whichever is earlier for a period of 24 months towards provisional monthly contribution towards maintenance charges.                                                                                                                                             |
| 11) | Date of Possession                                           | _____ (subject to force majeure conditions and other terms as per the proposed agreement).                                                                                                                                                                                                                                                                      |
| 12) | Rebate for early payment                                     | 10 percent per month for advance payment towards future installments of consideration.                                                                                                                                                                                                                                                                          |
| 13) | Stamp Duty & Registration Fees                               | At actual prior to registration of proposed Agreement                                                                                                                                                                                                                                                                                                           |
| 14) | VAT/Service Tax/GST/etc.                                     | At actual as and when called for by you.                                                                                                                                                                                                                                                                                                                        |
| 15) | Ultimate Organization of tenement purchaser/s of the Project | Cooperative Housing Society.                                                                                                                                                                                                                                                                                                                                    |

Pending the finalization of this application, I/We remit herewith a sum of Rs. \_\_\_\_\_/- (In words Rupees \_\_\_\_\_ only) by Cheque/Demand Draft/RTGS no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ as Application Amount.

I/We agree that the booking application is tentative and shall only be finalized on acceptance by me/us on you issuing the Letter of Confirmation for Allotment, if allotted, the application amount will be adjusted to the cost of the tenement as applied.

The following information as under, which you may require is/are declared to be true and correct viz.:

|               | Applicant         | Co Applicant |
|---------------|-------------------|--------------|
| Name          |                   |              |
| D Age (DOB)   |                   |              |
| Occupation    |                   |              |
| PAN No.       |                   |              |
| Address       |                   |              |
| Phone         |                   |              |
| Mobile        |                   |              |
| Email         |                   |              |
| Loan Required | Yes/No<br>Amount: |              |

I/We further understand that, no right, title or interest of whatsoever nature in the applied tenement is created in my/or favour in pursuance of this Application for Allotment. I/We are aware that you as the Promoters of the Project reserve your right to reject this application without assigning any reasons and on rejection of the application, the booking amount would be refunded to me/us without any interest.

Cancellation of the Application for Allotment and the Confirmation thereafter, will be guided by the following conditions:

| CONDITION                                                          | DEDUCTIONS<br>(from the booking amount)                                             |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| Cancellation within 10 (ten) days from the date of the Application | Rs.5,000/-                                                                          |
| Cancellation between 10 to 20 days from the date of Application    | Rs. 10,000/-                                                                        |
| Cancellation between 20 to 30 days from the date of Application    | Rs. 15,000/- or 2% of the amount remitted as application amount whichever is higher |
| Cancellation after registration of Agreement                       | As per the terms set out in the proposed Agreement                                  |

I/We hereby request you to allot to me/us the aforesaid tenement.

Thanking you,

Yours faithfully,

Mr./Mrs. \_\_\_\_\_  
Applicant

Mr./Mrs. \_\_\_\_\_  
Co- Applicant

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**CERATEC AVIKA – BUILDING No. A**  
**Phase No. 1 RERA Registration No. \_\_\_\_\_**

Date: \_\_\_\_\_

To,  
 Mr./ Mrs./Ms. \_\_\_\_\_  
 Mr./ Mrs./Ms. \_\_\_\_\_  
 \_\_\_\_\_

**Confirmation of Allotment**

Ref.: Your Application for Allotment dated \_\_\_\_\_

Dear Sir/Madam,

We are pleased to inform you that we have considered your application and hereby agree to allot to you the following tenement on certain terms and conditions:

|     |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1)  | Residential Flat No.      | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2)  | Floor                     | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3)  | Building No.              | "A"                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4)  | Carpet Area of Flat       | _____ square metres                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5)  | Enclosed Balcony Area     | _____ square metres (collective)                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6)  | Total Area (4+5)          | _____ square metres                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 7)  | Exclusive right to use    | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|     | Adjacent Open Terrace     | _____ square metres (collective)                                                                                                                                                                                                                                                                                                                                                                                                                        |
|     | Adjacent Open Balcony     | _____ square metres (collective)                                                                                                                                                                                                                                                                                                                                                                                                                        |
|     | Covered Car Parking Space | _____ square metres bearing No/s. _____                                                                                                                                                                                                                                                                                                                                                                                                                 |
|     | Open Car Parking Space    | _____ square metres bearing No/s. _____                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 8)  | Project                   | "Ceratec Avika" at all that piece and parcel of well defined and demarcated land or ground admeasuring 82.75 Ares i.e. 8275 square metres carved out of Survey No. 34 Hissa No. 2C total admeasuring 1 Hectare 23 Ares assessed at Rs. 00=50paise lying and being at Village Yeotewadi, Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune. |
| 9)  | Consideration             | Rs. _____/- less an amount of Rs. _____/- quantified towards refund of GST in advance and hence net payable amount Rs. _____/- as consideration towards the said flat (payable as per stages mentioned in the proposed agreement). Since the consideration as stated above is arrived as aforesaid taking GST refund into consideration, I/We shall not claim any GST refund from you in future.                                                        |
| 10) | Other Charges             | Rs. _____/- per square metre (total area) per month from date of intimation to take possession whichever is earlier for a period of 24 months towards provisional monthly contribution towards maintenance charges.                                                                                                                                                                                                                                     |

|     |                                                              |                                                                                            |
|-----|--------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 11) | Date of Possession                                           | ----- (subject to force majeure conditions and other terms as per the proposed agreement). |
| 12) | Rebate for early payment                                     | 10 percent per month for advance payment towards future installments of consideration.     |
| 13) | Stamp Duty & Registration Fees                               | At actual prior to registration of proposed Agreement                                      |
| 14) | VAT/Service Tax/GST/etc.                                     | At actual as and when called for by you.                                                   |
| 15) | Ultimate Organization of tenement purchaser/s of the Project | Cooperative Housing Society.                                                               |

The payments of the consideration shall be made by you as per Annexure "1" annexed hereto towards the said tenement.

We have disclosed to you that we have/acquired or are acquiring an area approx 40.25 Ares out of Survey No. 34 Hissa No. 2C of Village Yeolewadi being adjacent lands to the said land and we would be amalgamating the same with the said land so as to develop a complete project to be known as "CERATEC AVIKA" thereon in phases.

We have further disclosed to you that we have divided the said Project "Ceraterc Avika" into three phases as enumerated hereunder viz. (1) Phase No. 1 comprising of construction of Building No. "A" having Parking floor plus 13 (thirteen) upper floors having residential tenements (presently the Building No. "A" has been sanctioned as Ground floor, Parking floor plus 7 (seven) upper floor and that the building plans are to be revised so that the said Building No. "A" shall comprise of Parking floor plus 13 (thirteen) upper floors having residential tenements and plans for the Building No. "A" to be revised in near future and (2) Phase No. 2 comprising of (i) amalgamation of additional area of 40.25 Ares out of Survey No. 34/2C in the said land and shifting of existing Building No. "B" and sanction of the new Building No. "C" and construction of the Building No. "B" to have Parking floor plus 14 (fourteen) upper floor and Building No. "C" to have Parking floor plus 14 (fourteen) upper floor having residential tenements therein.

We have further disclosed that a portion of the land to the tune of 676.94 square metres is affected by Road widening and the same has to be handed over to Pune Municipal Corporation/concerned authorities and in lieu of the same, we would be entitled to FSI thereof to be loaded on the said land and/or TDR or any other building potential to be consumed on the balance area of the said land.

We have further disclosed that the Amenity Space in the layout of the Project land and the area of the Road widening has to be handed over to Pune Municipal Corporation /concerned authorities and we shall obtain additional FSI and which FSI shall be consumed over the said buildings in the said Project by constructing additional floors and tenements on the sanctioned building or new buildings to be sanctioned in due course of time.

We are further disclosed that we would revise the building plans in respect of Building No. "A" so that the said building would comprise of Parking floor plus 13 (thirteen) upper floor in future.

We are further disclosed that we would be amalgamating an area of about 40.25 Ares out of Survey No. 34/2C with the said land in due course of time and thereafter would revise the layout and building plans and would be shifting the location of the Building No. "B" and the Amenity Space and Open Space and would also construct another building being Building No. "C" on the said land along with the amalgamated land as stated herein. We have further shown to you the tentative plans of the layout and building plans which we would get sanctioned in due course of time.

We are further disclosed to you that we would form and register a one Cooperative Housing Society under the provisions of the Maharashtra Cooperative

Societies Act, 1960 read with the rules for the entire Project comprising of Phase No. 1 and Phase No. 2 and that the society would be formed after the disposal of 51% of the tenements in the said Project.

The Project comprising of Phase No. 1 and Phase No. 2 shall be completed by August, 2022 and would be conveyed thereafter to the ultimate organization of the tenement purchasers comprising of Phase Nos. 1 and 2 on or before August, 2023. Please note that the net consideration payable by you has been arrived after given you quantified refund in advance towards GST and hence you shall not be entitled to claim any refund of GST at any point of time.

Please note that at your request we shall allot to you Car Parking Space as stated above for your exclusive use on first cum first basis, but which shall form part and parcel of the common restricted areas and would be confirmed by the ultimate organization of tenement purchasers in its meeting after its formation. Please further note that only you shall not have any right, title or interest in the said Premises till such time the necessary Agreement for Sale is executed and registered. The Agreement should be executed within 30 days from the date of this Confirmation, failing which the allotment made hereby shall automatically stand cancelled and terminated and the cancellation terms shall apply and there shall be no requirement for us to give you any written notice to that effect.

Please further note that issuance of this non transferable Allotment Letter to you and that this Allotment Letter is not meant or be treated or deemed to be as an Agreement contemplated under the provisions of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

We have also furnished to you the floor plans and details of the specifications of the said tenement and the proposed agreement to be entered into at the time of booking and that you have no confusions whatsoever thereto and that would not change the option confirmed by us on the date of booking.

Prior to returning the copy of this Confirmation Letter, we once again call upon you to have yourself satisfied as regards the title and our rights to develop the said project and marketability of title, nature of Agreement for Sale to be executed, floor plans, specification and amenities and also the rules and regulations regarding the project, which had already been explained to you in detail.

We look forward to serve you better.

Thanking You,

Yours faithfully,  
for Ceratec Corp

Proprietor

We confirm the aforesaid and accept the allotment of the said Premises and payment plan and have understood the terms and conditions as set out in the proposed Agreement.

Mr./Mrs. \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_

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**ANNEXURE "1"**  
**Schedule of the payment of consideration**

|    |     | Amount      | Particulars                                                                                                                                                                                                                                                                                  |
|----|-----|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) | 10% | Rs. _____/- | Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.                                                                                                                                                                                                           |
| b) | 19% | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.                                                                                                                                                                      |
| c) | 01% | Rs. _____/- | Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.                                                                                                                                                      |
| d) | 15% | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.                                                                                                                                          |
| e) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 <sup>st</sup> slab above the plinth of the said building/wing in which the said Premises is situated.                                                                                                           |
| f) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 3 <sup>rd</sup> slab above the plinth of the said building/wing in which the said Premises is situated.                                                                                                           |
| g) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated.                                                                                                           |
| h) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated.                                                                                                           |
| i) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6 <sup>th</sup> slab above the plinth of the said building/wing in which the said Premises is situated.                                                                                                           |
| j) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.                                                                                                                |
| k) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.                                                                                                                                                          |
| l) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.                                                                                                                     |
| m) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.                                                                      |
| n) | 5%  | Rs. _____/- | Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in |

|    |     |             |                                                                                                                                                                                            |
|----|-----|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |     |             | this Agreement of the building/wing in which the said Premises is situated.                                                                                                                |
| n) | 05% | Rs. _____/- | And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier. |
|    |     | Rs. _____/- | TOTAL                                                                                                                                                                                      |

We confirm the aforesaid and accept the allotment of the said Premises and payment plan and have understood the terms and conditions as setout in the proposed Agreement.

Mr./Mrs. \_\_\_\_\_

Mr./Mrs. \_\_\_\_\_