

AGREEMENT

THIS AGREEMENT IS EXECUTED HERE AT PUNE ON THIS ____ DAY OF THE MONTH ____, IN THE YEAR, 2022.

BETWEEN

Name	M/s. Empire Developers A Partnership Firm registered under Indian Partnership Act, Having its registered office at: - Survey no.21, Dhanashree Building, Kashinath Patil Nagar, Pune-Satara Road, Dhankawadi, Pune- 411043.	
PAN	AAJFE0851G	GSTN: 27 AAJFE0851G ____

Through its duly Authorized Partners:

1.	Name	Mr. Omkar Dattatraya Dhankawade	
	Age / Occ.	26 years	Business
	PAN / UID	ELD-PD-7546-C	UID: 6313-4724-4542
	Residing at	_____.	
	Mobile/email	_____	_____

2.	Name	Mr. Gaurav Ganesh Ghule	
	Age / Occ.	27 years	Business
	PAN / UID	BIWPG7777F	UID: 9581-0639-1027
	Residing at	S. No. 33, Building No. 4, Flat No. 6, Adinath Apt. Opp. Hotel Bramha Garden, Manikbaug, Sinhgad Road, Pune 411051.	
	Mobile/email	_____	_____

...hereinafter referred to as the “**DEVELOPER / PROMOTER**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, survivors, executors, administrators and assigns ...**PARTY OF THE FIRST PART;**

AND

	Name	_____	
	Age/ Occ.	_____years	Business
	PAN / UID	_____	UID: _____
	Residing at	_____.	
	Mobile/email	_____	_____

...hereinafter *collectively* referred to as the “**ALLOTEE / PURCHASER/S**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his / her / their respective heirs, successors, survivors, executors, administrators and assigns ...**PARTY OF THE SECOND PART**;

AND

Name	AMBIKA CO-OPERATIVE HOUSING SOCIETY A Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 and Rules thereunder,
Having its office at:	Swami Samarth Building, Mahesh Society, Near Datta mandir, Bibwewadi, Pune: 411037.

Through its Chairman and Secretary, appointed and authorized vide resolution dated 18th November 2021:

1)	CHAIRMAN	Mr. Arvind Dhondiba Pawar	
	Age/ Occ.	55 years	Service
	PAN / UID	AAMPP5630K	UID: 6769-0608-5718
	Residing at	96/3, Swami Samarth Building, Mahesh Society, Near Datta mandir, Bibwewadi, Pune: 411037.	
	Mobile/email	_____	_____

2)	SECRETARY	Mr. Kedarnath Vitthal Kulkarni	
	Age/ Occ.	70 years	Retired
	PAN / UID	ABXPK1703E	UID: 5076-3654-2137
	Residing at	96/3, Swami Samarth Building, Mahesh Society, Near Datta mandir, Bibwewadi, Pune: 411037.	
	Mobile/email	_____	_____

...hereinafter referred to as the “**OWNER / LESSEE SOCIETY**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its members, office bearers, successors, survivors, executors, administrators and assigns ...**PARTY OF THE THIRD PART**;

AND

Name	MAHESH CO-OPERATIVE HOUSING SOCIETY
	A Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 and Rules thereunder,
Having its office at:	39, Mahesh Society, Bibwewadi, Pune-411037.

Through its Chairman and Secretary, appointed and authorized vide resolution dated 10th November 2021:

1)	CHAIRMAN	Mr. _____	
	Age/ Occ.	____years	Business
	PAN / UID	BIW-PG-7777-F	UID: 9581-0639-1027
	Residing at	686/8A, Bibwewadi road, near Chandralok Hospital, Chandrika society, Bibwewadi, Pune: 411037.	
	Mobile/email	_____	_____

2)	SECRETARY	Mr. Valmik Bhagwan Koli	
	Age/ Occ.	59 years	Business
	PAN / UID	ABG-PK-1934-N	UID: 7132-2371-0427
	Residing at	97/12, Vasturatna, Mahesh Society, near Datta Mandir, Bibwewadi, Pune: 411037.	
	Mobile/email	_____	_____

...hereinafter referred to as the "**CONFIRMING PARTY**", which expression shall unless repugnant to the context or meaning thereof shall mean and include its members, office bearers, successors, survivors, administrators, and assignees. ...**PARTY OF THE FOURTH PART.**

W H E R E A S,

- A) That, the **OWNER / LESSEE SOCIETY** is having absolute leasehold rights of all that piece and parcel of the land bearing Plot No. 96 having its area admeasuring about **438 sq. mtrs. i.e., 4714 Sq. Ft.** (as per 7/12 extract) out of the land bearing S. No. 635/2, 642/1 and 643, having corresponding CTS no. 600 consists of various plots, situated at Bibwewadi, Taluka–Pune City, District-Pune; hereinafter referred to as the “**Said Plot No. 96**” for the sake of brevity, along with the building constructed thereon, consisting of **08 (Eight)** Flats / Units, allotted to its 08-members.
- B) That, in order to redevelop the building constructed upon the **Said Plot No. 96**; having its area admeasuring about **438 sq. mtrs. i.e. 4714 Sq. Ft.** along with the FSI to the extent of area adm. about **1667.9 sq. mtrs.**; available towards the amalgamated layout obtained after amalgamating the adjacent

Plot no. 97 out of the land bearing S. No. 635/2, 642/1 and 643 having corresponding CTS no. 600, situated at Village: Bibwewadi, Taluka–Pune City, District-Pune, which is more particularly described in the **SCHEDULE-I** written hereunder and hereinafter referred to as the “**Subject Portion**” for the sake of brevity; the **OWNER / LESSEE SOCIETY** through its authorized officers, with the consent of **VASTURATNA CO-OPERATIVE HOUSING SOCIETY and the M/S PS DEVELOPERS** through its authorized partners (**who are entitled for the adjacent Plot no. 97** as well as the confirmation of the **CONFIRMING PARTY** herein, have granted development rights pertaining thereto, unto and in favour of the **DEVELOPER / PROMOTER** herein vide the Development Agreement dated 30/03/2022, registered with Sub- Registrar, Haveli No.16, at serial No. 7080/2022, hereinafter referred to as the said “**INSTRUMENT OF DEVELOPMENT**”.

- C) That, in consonance with the **INSTRUMENT OF DEVELOPMENT** the _____ has also executed and registered the Power of Attorney in favour of the **DEVELOPER / PROMOTER** vide Power of Attorney dated 30/03/2022, registered with Sub- Registrar, Haveli No.16, at serial No. 7081/2022.
- D) That, in consideration of the development rights the **DEVELOPER / PROMOTER** have agreed to allot the proposed constructed units to the members of the **OWNER / LESSEE SOCIETY**; the details of the proposed units which are agreed to be allotted towards the consideration are more specifically described and defined in **SCHEDULE- II** written hereinunder and for the sake of brevity hereinafter referred to as the “**Said Proposed Units**”.

E) The particulars of the real estate project are as under:

Name	“ _____ ”
Total FSI available towards the redevelopment.	1667.9 sq. mtrs. comprising of Basic FSI, Premium FSI, <i>in-situ</i> FSI /TDR.
Presently sanctioned comprising of Unit / Apartment with attached covered balconies and/or attached terrace and/or exclusive facility of vehicle parking space etc.	_____ sq. mt. spread over total _____ () floors, above Ground floor, in building “_”. The available balance FSI is scheduled to be use, utilize and consume for additional floors.

F) Except the **Said Proposed Units**, the **OWNER / LESSEE SOCIETY** *inter alia* agreed to assign, sell, transfer and otherwise convey his/their rights in proportion to and pertaining to the “**SUBJECT PORTION**”, unto and in

favour of the person / organization at the express nomination by the **DEVELOPER / PROMOTER**.

- G) The **DEVELOPER / PROMOTER** thus, is entitled to develop the “**SUBJECT PORTION**”, construct multi-story building thereon by using, utilizing and consuming Floor Area Ratio (“**FAR**”), Floor Space Index (“**FSI**”); basic and premium FSI and / or TDR pertaining to and / or arising out of the “**SUBJECT PORTION**”, and to dispose of the same (except the **Said Proposed Units**) by sale or otherwise transfer to the intending **ALLOTEE / PURCHASER** and to receive, collect and appropriate the returns thereof.
- H) Statutory compliances pertaining to the development of the “**SUBJECT PORTION**” are as enumerated below:

RERA	No. _____, dated _____ under section 3(1) r/w section 5 of the Real Estate (Regulation and Development) Act, 2016 (“ RERA ” hereinafter) r/w Rule 6 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 (“ RULES ” hereinafter) with the Real Estate Regulating Authority, Maharashtra (“ MAHA RERA ” hereinafter), a copy whereof is appended hereto. The said Registration shall be valid for a period commencing from _____ and ending with _____ unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
Zone	_____zone in Final Regional Plan of Pune Region/ Final Development Plan, under the Maharashtra Regional and Town Planning Act,1966, Zone certificate issued by Assistant Director of Town Planning, Pune / Deputy Engineer, PMC, a copy whereof is appended hereto.
Construction	CC/_/202_ dated _____, under Development Control and Promotion Regulations 2017 for Pune Municipal Corporation framed under the Maharashtra Regional and Town Planning Act,1966, a copy whereof is appended hereto, together with specifications and conditions laid down therein. The said application / proposal of sanction has been submitted vide application case No. VDV/_____/____dated _____.

N.A. Land use	No. PRH/NA/SR/_/_ dated _____, for non-agricultural use of residence/commerce by Collector, Pune, under section 44 of the Maharashtra Land Revenue Code,1966, subject to conditions laid down therein, a copy whereof is appended hereto.
------------------	---

I) The following professional consultants have been appointed by the Developer/ Promoter for the project on the “**SUBJECT PORTION**”:

Architect	Name: _____ Address: _____, registered with the Council of Architecture who has/ have drawn the plans for construction of the building/s on the “ SUBJECT PORTION ”, a copy of the appointment letter and acceptance whereof is appended hereto.
RCC/ Structural Engineer	Name: _____ Address: _____. Who has/ have drawn the plans of structural design of the building/s on the “ SUBJECT PORTION ”, a copy of the appointment letter and acceptance whereof is appended hereto.
Chartered Accountant	Name: _____. Address: _____. Registered with the Institute of Chartered Accountants of India under the Chartered Accountant Act,1949, a copy of the appointment letter and acceptance whereof is appended hereto.

J) The authenticated copies of Certificate of Title issued by the advocate of the DEVELOPER / PROMOTER, authenticated copies of the extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the DEVELOPER / PROMOTER to the SUBJECT PORTION of the project on which the building / apartment are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE-A** and **ANNEXURE-B**, respectively.

K) The authenticated copies of the plans of the Layout as approved and sanctioned by the Pune Municipal Corporation / by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE C-1**.

L) That, the authenticated copies of the plans of the Layout as proposed by the **DEVELOPER / PROMOTER** according to which the construction of the buildings and open spaces are proposed to be provided upon the said project

on the SUBJECT PORTION have been annexed hereto and marked as **ANNEXURE C-2.**

- M) That, the authenticated copies of the plans and specifications of the Unit / Apartment agreed to be purchased by the **ALLOTEE / PURCHASER**, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE D.**
- N) The project on the “**SUBJECT PORTION**” is scheduled to proceed in accordance with specifications of development and construction of building and Unit / Apartment, enumerated in the annexure appended hereto.
- O) The fittings and fixtures agreed to be provided by the **DEVELOPER / PROMOTER** for and in the said Unit / Apartment as enumerated in the Annexure no. I annexed hereinunder, together with the warranty / guarantee issued by their supplier / manufacturer for the benefit of the **ALLOTEE / PURCHASER** herein, and in case of any defect found therein, the **ALLOTEE / PURCHASER** shall have remedy against such supplier/ manufacturer.
- P) That, the **DEVELOPER / PROMOTER** has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- Q) That, while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the **DEVELOPER / PROMOTER** while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- R) That, the **DEVELOPER / PROMOTER** has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- S) The **DEVELOPER / PROMOTER** gave inspection of all documents pertaining to development of the “**SUBJECT PORTION**” to the **ALLOTEE / PURCHASER**, as specified under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**” hereinafter) r/w

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 as also the Maharashtra Ownership Flat Act, 1963 ("MOFA") r/w the Rules framed thereunder.

- T) The **ALLOTTEE / PURCHASER** agreed to purchase from the **DEVELOPER / PROMOTER** the Unit / Apartment together with exclusive facilities as appurtenant thereto (*if so specifically mentioned*) of balconies, attached terraces, parking spaces; covered or open, more particularly described in **SCHEDULE-III** written hereinunder and as delineated in the floor map annexed herewith in accordance with the specifications given hereto (hereinafter referred to as the said "**APARTMENT**") for the price and other payables as hereinafter mentioned.
- U) The **DEVELOPER / PROMOTER**, the **OWNER / LESSEE SOCIETY** and the **CONFIRMING PARTY** confirm that the said Unit / Apartment is available for sale to the **ALLOTTEE / PURCHASER**.
- V) That, the "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the **ALLOTTEE / PURCHASER** or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the **ALLOTTEE / PURCHASER**, but includes the area covered by the internal partition walls of the apartment. That, the carpet area of the said Apartment is more specifically described in the **SCHEDULE-III** written herein under.
- W) That, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- X) That, prior to the execution of these presents the **ALLOTTEE / PURCHASER** has paid to the **DEVELOPER / PROMOTER** the advance part payment at the time of booking and accordingly, has agreed to pay the balance consideration of the sale in the manner more specifically described in **SCHEDULE-IV** written hereinunder.
- Y) That, under section 13 of the said Act the **DEVELOPER / PROMOTER** is required to execute a written Agreement for sale of the Unit / Apartment with the **ALLOTTEE / PURCHASER**, being in fact these presents and also to register the present Agreement under the Registration Act, 1908.

- Z) Subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of MOFA r/w section 19 of RERA, as under:

THEREFORE, THIS AGREEMENT WITNESSETH:

1. **NON OBSTANTE:**

Notwithstanding anything contained anywhere in this Agreement *but without adversely affecting the said Apartment agreed to be acquired by the **ALLOTEE / PURCHASER***, the **ALLOTEE / PURCHASER** hereby declares, confirms and agrees as follows.

- i. The **DEVELOPER / PROMOTER** is entitled to all its rights to amalgamate and/or sub-divide the “**SUBJECT PORTION**” and / or any other abutting / adjoining pieces of land to which the **DEVELOPER / PROMOTER** may be entitled to.
- ii. The **DEVELOPER / PROMOTER** is also entitled to use, utilize and consume basic Floor Space Index (“FSI”) pertaining to the “**SUBJECT PORTION**” and / or such other adjoining / abutting pieces of land to which the **DEVELOPER / PROMOTER** may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the **DEVELOPER / PROMOTER**.
- iii. The **DEVELOPER / PROMOTER** is entitled to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights (“TDR”) or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the “**SUBJECT PORTION**”, as may be permissible for use of maximum potentials under the concerned rules and regulations.
- iv. The **DEVELOPER / PROMOTER** is entitled to either (i) to develop and / or dispose of by sale or otherwise transfer the apartments and / or any such other permissible portion, and appropriate the proceeds thereof in terms of the **INSTRUMENTS OF DEVELOPMENT** by and between the **DEVELOPER / PROMOTER** and the **OWNER / LESSEE SOCIETY**, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the “**SUBJECT PORTION**” for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules / Regulations.

- v. The **DEVELOPER / PROMOTER** is entitled to develop and / or construct building/s on the open space of the “**SUBJECT PORTION**” as may be permissible under the concerned regulations.
- vi. The **DEVELOPER / PROMOTER** shall be entitled to compensation from the **ALLOTEE / PURCHASER** in case any obstruction or impediment of any nature raised to or for the development of the “**SUBJECT PORTION**” and / or other pieces of land adjoining to the “**SUBJECT PORTION**” either by amalgamation and / or sub-division and / or consumption of FSI for any building thereon, by and on behalf of the **ALLOTEE / PURCHASER**, without prejudice to the rights of the **DEVELOPER / PROMOTER** to terminate this agreement on such obstruction or impediment raised by the **ALLOTEE / PURCHASER**.
- vii. The project on the “**SUBJECT PORTION**” being large, the **DEVELOPER / PROMOTER** shall be developing the “**SUBJECT PORTION**” by constructing the building thereon. There would be development, construction, facilities, site development and other incidental activities continuing on the “**SUBJECT PORTION**” till completion of the entire project. The **ALLOTEE / PURCHASER** hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the “**SUBJECT PORTION**”.
- viii. The **DEVELOPER / PROMOTER** shall also be entitled to amend, alter and / or revise the layout, building layout and / or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the “**SUBJECT PORTION**” and / or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Unified Development Control and Promotion Regulations, 2020 for PMC (“**UDCPR 2020**”) or any such statute, rule or regulation. Provided that, the Developers / Promoter shall have to obtain prior consent as provided as per the provisions of RERA in respect of variations or modifications which may adversely affect the Flat /Unit/Apartment of the Allottee, except any alteration or addition required by any Government authorities or due to change in law, rules or regulations.
- ix. The **DEVELOPER / PROMOTER** shall be at liberty to grant and allot right to exclusive use and facility appurtenant to, attached to, and inseparable from the Apartment/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The **ALLOTEE / PURCHASER** shall be entitled to exclusively use the concerned Unit / Apartment.

2. AGREEMENT:

Subject to other terms and conditions herein, the **DEVELOPER / PROMOTER** hereby agreed to sell, assign, or otherwise convey the said Apartment (described in **SCHEDULE-III** and delineated in the floor map annexed hereto), unto and in favour of the **ALLOTEE / PURCHASER** herein, and the **ALLOTEE / PURCHASER** accordingly agreed to acquire and purchase the said Apartment from the **DEVELOPER / PROMOTER**, for and at the lump sum aggregate price which is specifically described in **SCHEDULE-IV** written hereinunder and the same is payable by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER**, as per the details described in schedule written thereunder.

3. PRICE:

In consideration thereof, the **ALLOTEE / PURCHASER** partly paid and agreed to pay the balance to the **DEVELOPER / PROMOTER**, for purchase of the said Apartment, the said agreed price of which is specifically described in **SCHEDULE-IV** written hereinunder and the **DEVELOPER / PROMOTER** accepted the part paid and agreed to accept the balance of said amount from the **ALLOTEE / PURCHASER** *(subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act,1961, if so applicable and any other taxes and other charges or other statutory levies, if applicable at)* as under:

- (a) The installments of the amount agreed to be paid and payable by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER** as mentioned above, shall always be the essence of this agreement.
- (b) In case of default committed by the **ALLOTEE / PURCHASER**, in payment of the agreed price or any other amount, as and within the time agreed to herein, the **DEVELOPER / PROMOTER** shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending Rate of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and / or any other rights and / or remedies available to the **DEVELOPER / PROMOTER** in terms of this agreement and / or otherwise in law.
- (c) All payments stipulated in this agreement, shall be made by the **ALLOTEE / PURCHASER** to and in favour of the **DEVELOPER / PROMOTER** payable in the Separate Project Account as may be directed by the **DEVELOPER / PROMOTER**, by duly drawn crossed cheque payable at par or by electronic / wire transfer compliant to the banking rules and practices.
- (d) The price of the said Apartment agreed herein, does not include any statutory tax, cess, surcharge or levy, which if applicable, shall be additionally and separately payable by the **ALLOTEE / PURCHASER**. Any default committed by the **ALLOTEE / PURCHASER** in payment thereof, shall be breach of the terms and conditions of this agreement, ensuing consequences stipulated in this agreement. The price of the said Apartment agreed herein,

is lump sum price which includes all the other charges eg. INFRA, MSEDCL, formation of Society or association of apartment, etc.

- (e) The **DEVELOPER / PROMOTER** shall confirm the final carpet area that has been allotted to the **ALLOTEE / PURCHASER**. The price of the said Apartment agreed herein, is subject to tolerance of 3% (three percent) in the carpet area of the said Apartment. In case the carpet area of the said Apartment is found to be more than the said tolerance, the **ALLOTEE / PURCHASER** shall pay the price to the extent of the area above the said tolerance to the **DEVELOPER / PROMOTER** in proportion to the agreed price to the carpet area mentioned with respect to the said Apartment. Similarly, in case the carpet area of the said Apartment is found to be less than the said tolerance, the **DEVELOPER / PROMOTER** shall refund the amount (*and / or adjust in the amount payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER*) to the extent of the area above the said tolerance to the **DEVELOPER / PROMOTER** in proportion to the agreed price to the carpet area mentioned with respect to the said Apartment.
- (f) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The **DEVELOPER / PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTEE / PURCHASER** for increase in development charges, cost, or levies imposed by the competent authorities etc., the **DEVELOPER / PROMOTER** shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the **ALLOTEE / PURCHASER**, which shall only be applicable on subsequent payments.
- (g) The **DEVELOPER / PROMOTER** may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the **ALLOTEE / PURCHASER** by discounting such early payments @ ____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an **ALLOTEE / PURCHASER** by the Promoter.
- (h) The **DEVELOPER / PROMOTER** hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the **ALLOTEE / PURCHASER**, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- (i) Time is essence for the **DEVELOPER / PROMOTER** as well as the Allottee. The **DEVELOPER / PROMOTER** shall abide by the time schedule for completing the project and handing over the said Apartment to the **ALLOTEE / PURCHASER** and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the **ALLOTEE /**

PURCHASER shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **DEVELOPER / PROMOTER** as provided in SCHEDULE-IV.

- (j) The **DEVELOPER / PROMOTER** has disclosed the Floor Space Index as described herein above and as proposed to be utilized by him on the project land in the said Project and **ALLOTEE / PURCHASER** has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the **DEVELOPER / PROMOTER** by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to **DEVELOPER / PROMOTER** only.
- (k) If the **DEVELOPER / PROMOTER** fails to abide by the time schedule for completing the project and handing over the said Apartment to the **ALLOTEE / PURCHASER**, the **DEVELOPER / PROMOTER** agrees to pay to the **ALLOTEE / PURCHASER**, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the **ALLOTEE / PURCHASER**, for every month of delay, till the handing over of the possession. The **ALLOTEE / PURCHASER** agrees to pay to the **DEVELOPER / PROMOTER**, interest as specified in the Rule, on all the delayed payment which become due and payable by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER** under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4. PROJECT:

Subject to *non-obstante* clause above:

- (a) the master layout of the said project on the “**SUBJECT PORTION**” has been shown in the map appended hereto,
- (b) the “**SUBJECT PORTION**” shall remain as ‘one’ piece of land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under,
- (c) the “**SUBJECT PORTION**” shall also remain as ‘one’ piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the **DEVELOPER / PROMOTER** to provide otherwise,
- (d) there shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and / or restricted common area and facilities as may be permissible,
- (e) the Sewage Treatment Plant (“STP”), Garbage Pits Transformer Room and Diesel Generator Set located on north west on and of the “**SUBJECT PORTION**” shall be the common facility for the entire building proposed on the “**SUBJECT PORTION**”,
- (f) the construction of building on the “**SUBJECT PORTION**” is

scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Apartments being occupied by their respective **ALLOTEE / PURCHASER**, if any,

- (g) the **ALLOTEE / PURCHASER** of any exclusive covered or open parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his / her Apartment (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other **ALLOTEE / PURCHASER**,
- (h) the schematic locations of common facilities, children playground, club house, common hall, garden, internal road *et cetera* have been shown in the map attached herewith,
- (i) provision for water; potable or otherwise permissible under concerned government and / or local authority has been applied for and shall be provided to the project to the extent supplied by such government and / or local authority,
- (j) however, in case lack of or inadequacy of or scarcity of such water supply to the project or the apartments therein, for purchase and supply of water through private supplier to the extent as may be supplied, the **ALLOTEE / PURCHASER** shall be liable to contribute to the cost and expenses thereof.

5. CONSTRUCTION:

- (a) The **DEVELOPER / PROMOTER** shall complete the construction of the said Apartment in accordance with the sanctioned / revised sanctioned building plans and specifications, fixtures, fittings and amenities as agreed to and mentioned / enumerated in the ANNEXURE annexed herein (the said “**SPECIFICATIONS**”, for short).
- (b) The FSI originating from the physical area of the “**SUBJECT PORTION**” for use, utilization and consumption for construction of the building thereon, presently is “_____”, subject to the rights and discretion reserved by the **DEVELOPER / PROMOTER** to use, utilize and consume for the construction of the building on the “**SUBJECT PORTION**” and / or adding to the construction thereto by utilizing:
 - (i) the additional FSI by way of TDR for amenity, development plan road or slum rehabilitation by availing the same from the market, or by way of paid FSI or such other by whatever name called as is and to the extent permissible under the concerned DCPR 2017 and UDCPR, 2020 or such other statutory provisions prevailing at such time,
 - (ii) additional FSI granted in lieu of surrender of the amenity space relating to the “**SUBJECT PORTION**”,
 - (iii) additional FSI granted in lieu of surrender of the area out of the “**SUBJECT PORTION**” for road or road widening,
 - (iv) additional FSI in lieu of any incident relating to the “**SUBJECT PORTION**”,
 - (v) additional FSI on payment of premium or any such amount.

- (c) The **DEVELOPER / PROMOTER** shall have preferential / pre-emptor right to utilize the residual or available FSI or the one increased by reason of any rule / regulation / enactment or the additional one granted and / or allowed there under either by way of TDR and / or otherwise on the “**SUBJECT PORTION**”, to which the **ALLOTEE / PURCHASER** hereby agrees and shall always be deemed to have agreed.
- (d) Subject to the right to revise and of revision of layout, and / or sub-division of the “**SUBJECT PORTION**”, and / or the plans for construction of the building on the “**SUBJECT PORTION**” by the **DEVELOPER / PROMOTER**, as hereinbefore agreed, no part of the said FSI has been utilized by the **DEVELOPER / PROMOTER** anywhere else.
- (e) The **DEVELOPER / PROMOTER** shall complete the construction of the said Apartment as agreed to herein by __/__/____, and shall deliver possession thereof, to the **ALLOTEE / PURCHASER**, on issuance of completion / occupancy certificate by the concerned authorities.
- (f) Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date of completion; if the completion of building in which the Apartment is situated is delayed on account of:
 - (i) war, civil commotion or act of God;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

In case due to any of the above-mentioned reasons which are beyond the control of the **DEVELOPER / PROMOTER**, the **DEVELOPER / PROMOTER** shall be entitled to prefer an application with the RERA Authority for the extension of the registration u/s (6) of the Act and The Promoter shall take consent from the Allottees prior to the extension if required extension of registration u/s 7(3).

6. POSSESSION:

- (a) The **ALLOTEE / PURCHASER** shall take possession of the said Apartment within 15 (fifteen) days of the **DEVELOPER / PROMOTER** giving written intimation to the **ALLOTEE / PURCHASER** intimating completion of the construction of the said Apartment.
- (b) At the time of delivery of possession of the said Apartment, the **ALLOTEE / PURCHASER** shall also execute such other documents such as possession receipt, declaration *et cetera*, as might be required by the **DEVELOPER / PROMOTER**.
- (c) From the date of handing over of possession of the said Apartment to the **ALLOTEE / PURCHASER**, if any structural defect in the construction of the said Apartment and / or the proposed building/s is found out to have been done or caused by the **DEVELOPER / PROMOTER**, the **DEVELOPER / PROMOTER** wherever possible, shall be bound within the period of five years, to rectify / remove / alter / remedy the same, entirely at the cost of the **DEVELOPER / PROMOTER**.
- (d) Under no circumstances the **ALLOTEE / PURCHASER** shall be entitled to possession of the said Apartment, unless the **ALLOTEE / PURCHASER**

have paid the entire price of the said Apartment and other money payable by the **ALLOTEE / PURCHASER** under this agreement to the **DEVELOPER / PROMOTER** and / or any money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement.

- (e) **Failure of Allottee to take Possession of the said Apartment:** Upon receiving a written intimation from the **DEVELOPER / PROMOTER**; the **ALLOTEE / PURCHASER** shall take possession of the said Apartment from the **DEVELOPER / PROMOTER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **DEVELOPER / PROMOTER** shall give possession of the said Apartment to the **ALLOTEE / PURCHASER**. In case the **ALLOTEE / PURCHASER** fails to take possession within the stipulated time provided in these presents such **ALLOTEE / PURCHASER** shall continue to be liable to pay maintenance charges as applicable.
- (f) The **ALLOTEE / PURCHASER** shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence and shall use the garage or parking space only for purpose of keeping or parking vehicle.

7. ORGANIZATION:

- (a) Notwithstanding anything contained anywhere in this agreement or otherwise, the scheme being implemented on the “**SUBJECT PORTION**” shall always be known and called as “_____”.
- (b) There shall be formed a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or Apartment Condominium under provisions of Maharashtra Apartment Ownership Act, 1970 of all **ALLOTEE / PURCHASER** in the project and the formation of such organization of the **ALLOTEE / PURCHASER** shall be at the sole discretion of the **DEVELOPER / PROMOTER**.
- (c) The **ALLOTEE / PURCHASER** shall be bound to become a member of such organization and shall execute all necessary documents in that behalf as may be called upon by the **DEVELOPER / PROMOTER**.

8. CONVEYANCE:

- (a) The **DEVELOPER / PROMOTER** shall execute and / or cause to be executed conveyance of the project comprising of land and building/s constructed thereon, in favour of such organization, within a period of within three months after occupancy certificate subject to promoters right to dispose of the remaining unsold Apartments/flats/units if any.
- (b) The **DEVELOPER / PROMOTER** further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the Apex body within three months after obtaining full and final occupation certificate as per sanctioned full potential layout plan subject to **DEVELOPER / PROMOTER** right to dispose of the remaining unsold Apartments/Flats/Units if any.
- (c) Under no circumstances, the **ALLOTEE / PURCHASER** or the

organization of **ALLOTEE / PURCHASER** shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the **ALLOTEE / PURCHASER** either to the **DEVELOPER / PROMOTER** or to any other agencies or authorities, is actually paid by such **ALLOTEE / PURCHASER**.

9. PURCHASER'S DECLARATIONS:

- (a) The **DEVELOPER / PROMOTER** herein has made full and true disclosures to the **ALLOTEE / PURCHASER** as to the title of the **DEVELOPER / PROMOTER** in respect of the "SUBJECT PORTION", construction of the building on the "SUBJECT PORTION", consumption of additional FSI by way of TDR or otherwise (if any), sanctioned plans for construction of the building on the "SUBJECT PORTION" and such other matters relating thereto.
- (b) As required by the **ALLOTEE / PURCHASER**, the **DEVELOPER / PROMOTER** herein has supplied all information to the **ALLOTEE / PURCHASER** herein with all facts as to the marketable title of the **DEVELOPER / PROMOTER** and the Owners to the "SUBJECT PORTION", and the rights of the **DEVELOPER / PROMOTER** to develop the "SUBJECT PORTION", and after satisfaction and acceptance of title, the parties hereto have entered into this agreement.
- (c) The **DEVELOPER / PROMOTER** herein is developing the scheme under the name " _____ " on the "SUBJECT PORTION", with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills *et cetera*. The **ALLOTEE / PURCHASER** or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The **ALLOTEE / PURCHASER** also shall not obstruct by act and / or omission any outlet of rain or drain or water or sewage in any manner.
- (d) In the project, the **DEVELOPER / PROMOTER** herein is providing advance technology / amenities / material / plant and equipment/s in common facilities and which has to be operated / used by the persons in the project with due diligence and observe all required of safety norms and measures.
- (e) The **DEVELOPER / PROMOTER** has a right to and shall install at appropriate place at its discretion, a signage of the project name " _____ " and at suitable place in the entrance of the building the names of the unit owners.
- (f) Pay to the **DEVELOPER / PROMOTER** within fifteen days of demand by the **DEVELOPER / PROMOTER**, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority

and/or Government and/or other public authority, on account of change of user of the Apartment by the **ALLOTTEE / PURCHASER** for any purposes other than for purpose for which it is sold.

- (h) The **ALLOTTEE / PURCHASER** shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the **ALLOTTEE / PURCHASER** to the **DEVELOPER / PROMOTER** under this Agreement are fully paid up.
- (i) The **ALLOTTEE / PURCHASER** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **ALLOTTEE / PURCHASER** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (j) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the **ALLOTTEE / PURCHASER** shall permit the **DEVELOPER / PROMOTER** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (k) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the **ALLOTTEE / PURCHASER** shall permit the **DEVELOPER / PROMOTER** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (l) The **DEVELOPER / PROMOTER** shall maintain a separate account in respect of sums received by the **DEVELOPER / PROMOTER** from the **ALLOTTEE / PURCHASER** as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- (m) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the **SUBJECT PORTION** and Building or any part thereof. The **ALLOTTEE/ PURCHASER** shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the **DEVELOPER / PROMOTER** until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as

hereinbefore mentioned.

10. The **DEVELOPER / PROMOTER** hereby represents and warrants to the Allottee as follows:
- a) The **DEVELOPER / PROMOTER** has clear and marketable title with respect to the project land; as declared in the title report annexed hereto and the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - b) The **DEVELOPER / PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the **DEVELOPER / PROMOTER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - f) The **DEVELOPER / PROMOTER** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **ALLOTEE / PURCHASER** created herein, may prejudicially be affected;
 - g) The **DEVELOPER / PROMOTER** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of **ALLOTEE / PURCHASER** under this Agreement;
 - h) The **DEVELOPER / PROMOTER** confirms that the **DEVELOPER / PROMOTER** is not restricted in any manner whatsoever from selling the said Apartment to the **ALLOTEE / PURCHASER** in the manner contemplated in this Agreement;
 - i) At the time of execution of the conveyance deed of the structure to the association of allottees the **DEVELOPER / PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allottees;
 - j) The **DEVELOPER / PROMOTER** has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

11. LOAN:

- (a) The **DEVELOPER / PROMOTER** shall be entitled to avail any loan and / or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and / or financial institute and / or person for development and completion of the project on the “**SUBJECT PORTION**”, for which the **DEVELOPER / PROMOTER** shall be entitled to create security either by way of mortgage or otherwise, on the “**SUBJECT PORTION**” except the **Said Proposed Units** allotted to the **OWNER / LESSEE SOCIETY**, in favour of such bank/s and / or financial institute and / or person for the loan.
- (b) The **ALLOTEE / PURCHASER** hereby accorded his / her / their irrevocable consent for the **DEVELOPER / PROMOTER** to avail any such loan from any bank/s and / or financial institute and / or person, and agrees not to raise any obstruction and / or impediment and / or any objection pertaining thereto.
- (c) In the event of the **DEVELOPER / PROMOTER** availed such loan, the **DEVELOPER / PROMOTER** shall be entitled to call upon the **ALLOTEE / PURCHASER** to make payment of the balance amount payable by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER** under this agreement, directly to such bank/s and / or financial institute and / or person, as the case may be, towards repayment thereof. The amount so paid by the **ALLOTEE / PURCHASER** to such lender, shall be, and shall be treated to be the payment made by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER. DEVELOPER / PROMOTER**

12. TERMINATION:

- (a) In the event of **ALLOTEE / PURCHASER** committing default in payment on due date of any amount due and payable by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER** under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the **ALLOTEE / PURCHASER** committing three defaults of payment of instalments, the **DEVELOPER / PROMOTER** shall at his own option, may terminate this Agreement: Provided that, **DEVELOPER / PROMOTER** shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the **ALLOTEE / PURCHASER** and mail at the e-mail address provided by the **ALLOTEE / PURCHASER**, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the **ALLOTEE / PURCHASER** fails to rectify the breach or breaches mentioned by the **DEVELOPER / PROMOTER** within the period of notice then at the end of such notice period, **DEVELOPER / PROMOTER** shall be entitled to terminate this Agreement.

- (b) Provided further that upon termination of this Agreement as aforesaid, the **DEVELOPER / PROMOTER** shall refund to the **ALLOTEE / PURCHASER** (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to **DEVELOPER / PROMOTER**) within a period of thirty days of the termination, the instalments of sale consideration of the Unit/Flat/Apartment which may till then have been paid by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER**.
- (c) On termination of this agreement, the **ALLOTEE / PURCHASER** shall be entitled only to refund of the amount so far till then paid by the **ALLOTEE / PURCHASER** to the **DEVELOPER / PROMOTER** under this instrument after deducting 10% therefrom, towards administrative expenses.
- (d) Without prejudice to anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the **DEVELOPER / PROMOTER** against the **ALLOTEE / PURCHASER** on facts and in law, on and / or as a result of such termination shall however, be adversely affected or prejudiced.

13. OTHER CONDITIONS:

The **ALLOTEE / PURCHASER** or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the **DEVELOPER / PROMOTER** as follows :-

- (a) The **ALLOTEE / PURCHASER** shall use the unit/apartment, only for the requisite residential purpose and for no other purposes.
- (b) The **ALLOTEE / PURCHASER** shall maintain the said Apartment at his / her own cost in good repairs and condition from the date of grant of possession of the said Apartment is taken.
- (c) The said Apartment with exclusive facility attached thereto (if any) shall be impartible and inseparable, and shall always remain as one. The **ALLOTEE / PURCHASER** shall not sub-divide and / or dispose of the same in parts.
- (d) The **ALLOTEE / PURCHASER** shall not store in the said Apartment any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, bye-laws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the **ALLOTEE / PURCHASER** to the said Apartment or other Apartments in the scheme shall entirely be at the risk as to cost, consequences, damages of such **ALLOTEE / PURCHASER**.
- (e) The **ALLOTEE / PURCHASER** shall carry at his / her own cost, all internal repairs to the said Apartment and shall keep the said Apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building along with the glass façade and shall keep the appurtenances thereto in good repairs and conditions.
- (f) The Developer has scheduled the structure of the building on the said “**SUBJECT PORTION**” in Regular Structure (Basic Framework). The

internal walls of the apartments have their own stability norms. No **ALLOTEE / PURCHASER** shall therefore, chisel and/or remove and/or commit any act having potential to damage and/or demolish such walls. The **ALLOTEE / PURCHASER** shall be liable to any consequence with cost, flowing from any such act.

- (g) The **DEVELOPER / PROMOTER** shall provide only bare shell spaces of the said Apartment along with the main electric point/circuit. Whereas the **DEVELOPER / PROMOTER** shall construct, complete and furnish the entire common lobby, staircase with the basic amenities along with the external elevation of the building with the glass façade.
- (h) The **DEVELOPER / PROMOTER** has constructed and prepared the Sample Apartment / Unit on the part of on the said “**SUBJECT PORTION**” and has decorate / furnish the same just for the sake of study and trial purpose. Whereas except the specifications mentioned herein under the **DEVELOPER / PROMOTER** is not bound to provide any feedings / color combination / products / furniture’s which are used to construct and decorate the said Sample Apartment / Unit and the purchaser have no right to challenge and ask to provide the same in any manner whatsoever.
- (i) The **ALLOTEE / PURCHASER** shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said “**SUBJECT PORTION**” / building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- (j) The **ALLOTEE / PURCHASER** shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Plot and/or the building other than designated disposal space or facilities for the complex.
- (k) The **ALLOTEE / PURCHASER** shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Units in the said scheme or in any other part of the “**SUBJECT PORTION**”.
- (l) Notwithstanding anything contained anywhere in this agreement, the **ALLOTEE / PURCHASER** shall not:
 - a. demolish of cause to be demolished the said Apartment or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows / grills walls etc. or in the said Apartment or any part thereof,
 - b. make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
 - c. make any alterations in the glass façade, external elevation, plumbing lines, AC ducts, fire extinguisher points and outdoor units.
 - d. make any change in the external colour scheme of the building/ wing in which the Apartment is located,
 - e. extend the said Apartment or make any external attachments to the walls of the said Apartment/ Unit like enclosing grills, clothes drying lines,

stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Apartment/ Unit,

- f. cover, fully or partially, any terrace or other projection with any structure,
- g. use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- h. obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- i. raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- j. use or permit any user of the parking space other than parking of the vehicles,
- k. use the elevators which has potentials to damage the same or its operation nor to misuse the elevators.

14. MAINTENANCE and OTHER CONTRIBUTIONS:

- (a) On or before delivery of possession of the said Apartment by the **DEVELOPER / PROMOTER** to the **ALLOTEE / PURCHASER**, the **ALLOTEE / PURCHASER** shall pay to the **DEVELOPER / PROMOTER**, an amount towards common maintenance, as per the **SCHEDULE-V** description hereunder.
- (b) The **DEVELOPER / PROMOTER** shall maintain the above amount in a separate project maintenance account, a separate bank account and meet the expenses of common maintenance only for a period of _____ year from completion of the project “_____”.
- (c) In case any additional amount is found to be required for common maintenance, the **ALLOTEE / PURCHASER** agrees to contribute thereto, as may be called upon by the **DEVELOPER / PROMOTER**.
- (d) The **ALLOTEE / PURCHASER** shall also pay the Goods and Service Tax upon the total agreed price of the said Apartment which is specifically described in **SCHEDULE-VI** written herein-under as and when called upon by the **DEVELOPER / PROMOTER** and in any case prior to delivery of possession of the said Apartment:
- (e) The **DEVELOPER / PROMOTER** shall be entitled to entrust maintenance of common areas and facilities to an *ad hoc* committee of Apartment **ALLOTEE / PURCHASER** appointed by the **DEVELOPER / PROMOTER**, subject to the liberty of the **DEVELOPER / PROMOTER** to entrust the maintenance even prior to the said period, in which case, the **DEVELOPER / PROMOTER** shall also entrust the balance remaining of the amount received from Apartment **ALLOTEE / PURCHASER** till then.
- (f) The **ALLOTEE / PURCHASER** has understood the entire scheme of maintenance in detail. The **ALLOTEE / PURCHASER** admits and agrees to the said scheme, so that the maintenance of the entire complex is not hampered in any way due to lack of or non-payment thereof by the **ALLOTEE / PURCHASER**.

- (g) It is also clearly understood that this shall not preclude the organization of the Apartment **ALLOTEE / PURCHASER** from claiming, demanding and raising the maintenance charges independent of such and said contribution from the **ALLOTEE / PURCHASER**, provided the decision to that effect is duly taken by the organization.
- (h) Such organization shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting **ALLOTEE / PURCHASER**, without prejudice to the other rights and powers of the organization.
- (i) Without prejudice to and notwithstanding anything contained above, in the event of the **DEVELOPER / PROMOTER** and / or Apartment **ALLOTEE / PURCHASER** organization after entrustment of common maintenance by the **DEVELOPER / PROMOTER** to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the **ALLOTEE / PURCHASER** shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the **DEVELOPER / PROMOTER** and / or such organization, as the case may be.
- (j) The **ALLOTEE / PURCHASER** shall maintain at his / her own cost the said Apartment, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and / or facility/ties, sold and granted specifically, if any.

15. TAXES, CESS, and other CHARGES:

- (a) The **ALLOTEE / PURCHASER** shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute / rules / regulations / notifications / orders / contracts, from the date of the completion certificate or grant of possession of the said Apartment whichever, is earlier.
- (b) The **ALLOTEE / PURCHASER** shall be obliged to pay to the Promoter GST at the rate levied under the provisions of the Central Goods and Services Tax Act 2017 and/or State Goods and Services Act 2017 and the respective rules framed thereunder at the time of payment of each instalment of the price and other money payable under this agreement to the **DEVELOPER / PROMOTER**. The **DEVELOPER / PROMOTER** shall pay such levy to the concerned authorities under said statutes.
- (c) As considering the extent Input Tax Credit under the provisions of the Central Goods and Services Tax Act 2017 and/or State Goods and Services Act 2017 and the respective rules framed thereunder pertaining to the real estate project herein, the **DEVELOPER / PROMOTER** has already given the reasonable / considerable / appropriate discount in the total price of the Apartment and considering the said facts and in these circumstances the **ALLOTEE / PURCHASER** will not have right to asked for any setoff against the Goods and Service Tax or such other taxes or levies as applicable by separate payments to the **DEVELOPER / PROMOTER** on every

- installment of payment of the consideration.
- (d) If at any time, any retrospective and/or prospective tax / duty / charges / premium / cess / surcharge / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax / goods and services tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule / regulation / notification / order / in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the “**SUBJECT PORTION**” or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid by the **ALLOTEE / PURCHASER**. The **ALLOTEE / PURCHASER** hereby indemnifies the **DEVELOPER / PROMOTER** and the apartment holders organization from all such levies, cost and consequences.
 - (e) All the taxes, cess, to the present Agreement including all other levies, in respect of this agreement and any other document required to be executed in respect of and relating to the said Apartment and / or the transaction under this agreement shall entirely be borne and paid by the **ALLOTEE / PURCHASER**.
 - (f) Whereas the requisite stamp duty and registration charges to the present Agreement, shall be borne and paid by the appropriate party as per the agreed terms.
 - (g) The **ALLOTEE / PURCHASER** hereby indemnify the **DEVELOPER / PROMOTER** and the Apartment purchaser’s organization from all such levies, cost and consequences arising therefrom.
 - (h) In the event of the **DEVELOPER / PROMOTER** being constrained to pay any tax or levy referred to above herein, the **ALLOTEE / PURCHASER** shall reimburse the same to the **DEVELOPER / PROMOTER** immediately. The **DEVELOPER / PROMOTER** shall be entitled to claim interest @ 2% above the State Bank of India Highest Marginal Cost of Lending Rate on such amount from the **ALLOTEE / PURCHASER**, if the **ALLOTEE / PURCHASER** fails to reimburse the same to the **DEVELOPER / PROMOTER** immediately. There shall be a charge of such amount on the said Apartment till its receipt by the **DEVELOPER / PROMOTER**.

16. RESERVATIONS:

- (a) All payments agreed to herein and otherwise required to be made by the **ALLOTEE / PURCHASER** otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the **ALLOTEE / PURCHASER**.
- (b) The **DEVELOPER / PROMOTER** will pay the amount of Rs. 100/- per month towards common maintenance of the unsold apartments to the organization of the Apartment **ALLOTEE / PURCHASER**, till the sale of the concerned Apartments / Unit, by the **DEVELOPER / PROMOTER** and / or by the prospective purchaser thereof.
- (c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the

“**SUBJECT PORTION**” and the building or any part thereof. The **ALLOTEE / PURCHASER** shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the **ALLOTEE / PURCHASER**, and open spaces, parking spaces, lobbies *et cetera*, will remain the property of the **DEVELOPER / PROMOTER** until the “**SUBJECT PORTION**” and the building save and except any part reserved by the **DEVELOPER / PROMOTER**, is transferred to the respective **ALLOTEE / PURCHASER**.

- (d) Any delay tolerated or indulgence shown by the **DEVELOPER / PROMOTER** in enforcing the terms of this agreement or any forbearance or giving of the time to the **ALLOTEE / PURCHASER** by the **DEVELOPER / PROMOTER** for anything, shall not be construed as waiver or acquiescence on the part of the **DEVELOPER / PROMOTER** of any breach or non-compliance of any of the terms and conditions of this agreement by this **ALLOTEE / PURCHASER** nor shall the same in any manner prejudice the rights of the **DEVELOPER / PROMOTER**.
- (e) The **ALLOTEE / PURCHASER** shall not, without the written permission of the **DEVELOPER / PROMOTER**, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment and any other money payable by the **ALLOTEE / PURCHASER** under this agreement till then is received by the **DEVELOPER / PROMOTER**. Any breach thereof, shall entitle the **DEVELOPER / PROMOTER**, to terminate this agreement, without prejudice to any other rights, available to the **DEVELOPER / PROMOTER** under this agreement and/or other law.
- (f) The **ALLOTEE / PURCHASER** shall permit the **DEVELOPER / PROMOTER** of the Apartment **ALLOTEE / PURCHASER** and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.
- (g) The **ALLOTEE / PURCHASER** shall present this agreement at the office of the concerned Sub-registrar, Haveli, for registration within the time prescribed by the Registration Act and upon intimation thereof by the **ALLOTEE / PURCHASER**, the **DEVELOPER / PROMOTER** shall attend such office and admit execution thereof.
- (h) All notices to be served on the **ALLOTEE / PURCHASER** as contemplated by this agreement shall be deemed to have been duly served if sent to the **ALLOTEE / PURCHASER** by certificate of posting at his / her / their address written hereinbefore first.

17. **BINDING EFFECT:**

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

18. ENTIRE AGREEMENT:

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

19. RIGHT TO AMEND:

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE AND ALSO SUBSEQUENT ALLOTTEES:

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

21. SEVERABILITY:

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

22. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the

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

23. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the DEVELOPER / PROMOTER through its authorized signatory at the Promoter’s Office, or at some other place, which may be mutually agreed between the DEVELOPER / PROMOTER and the **ALLOTTEE / PURCHASER**, and simultaneously upon the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

The DEVELOPER / PROMOTER shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed by the Registration Act and the ALLOTTEE / PURCHASER shall attend such office and admit execution thereof.

24. NOTICES:

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

Name of ALLOTTEE / PURCHASER: _____

Address: _____

Email ID: _____

Name of PROMOTER / DEVELOPER: _____

Address: _____

Email ID: _____

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

25. JOINT ALLOTTEES:

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

26. DISPUTE RESOLUTION:

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

27. GOVERNING LAW:
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the PUNE courts will have the jurisdiction for this Agreement.
28. MISCELLANEOUS:
Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

0-0-0-0-0

SCHEDULE-I
(Description of the said “SUBJECT PORTION”)

All that piece and parcel of the land bearing Plot No. 96 having its area admeasuring about **438 sq. mtrs. i.e. 4714 Sq. Ft.** along with the FSI to the extent of area adm. about 1667.9 sq. mtrs. available towards the amalgamated layout after amalgamating the adjacent Plot no. 97 out of the land bearing S. No. 635/2, 642/1 and 643 having corresponding CTS no. 600, consists of various plots, situated at Bibwewadi, Taluka–Pune City, District-Pune which is bounded as under:

On or towards East: By Plot no 99 of the said society
On or towards North: By Plot no 97 of the said society
On or towards West: By Road
On or towards South: By Amenity Space (Society Garden)
(Hereinabove referred to as the “**SUBJECT PORTION**”)

0-0-0-0

SCHEDULE-II
(Hereinabove referred to as the said proposed units)

Sr. No.	Name of member of the said Lessee Society	Existing Carpet Area of the Unit in sq. ft.	Total area allotted to the members including the additional 17% area.
1)	Shri. Tirunagiri Venkata Nityanadam	549.83 sq. ft. 51.08 sq. mt.	643.30 sq. ft. 59.76 sq. mt.
2)	Shri. Rajendra Sitaram Khandelwal	1087.59 sq. ft. 101.04 sq. mt.	1272.48 sq. ft. 118.21 sq. mt.
3)	Shri. Arvind Dhondiba Pawar	549.83 sq. ft. 51.08 sq. mt.	643.3 sq. ft. 59.76 sq. mt.
4)	Shri Kedarnath Vitthal Kulkarni	1087.59 sq. ft. 101.04 sq. mt.	1272.48 sq. ft. 118.21 sq. mt.

5)	Shri. Raghunath Shankar Palse	271.36 sq. ft. 25.21 sq. mt.	317.49 sq. ft. 29.49 sq. mt.
6)	Shri. Sudhir Ramchandra Dudhande	413.34 sq. ft. 38.40 sq. mt.	483.60 sq. ft. 44.92 sq. mt.
7)	Shri Pradeep Narayan Shete	413.88 sq. ft. 38.45 sq. mt.	484.23 sq. ft. 44.99 sq. mt.
8)	Shri. Suresh Shankarrao Pungude	512.8 sq. ft. 47.64 sq. mt.	600 sq. ft. 55.74 sq. mt.
	Total	4886.22 sq. ft. Carpet 453.94 sq. mt.	5716.88 Sq. ft. Carpet 531.11 sq. mt.

SCHEDULE - III

(DESCRIPTION OF THE SAID “UNIT / APARTMENT”)

All that:

PROJECT	“ _____ ”
Residential Unit/Apartment	Unit / Apartment No. _____
Wing/Building	“ _____ ” Building
Floor	_____ Floor
Area	_____sq. mt. Carpet area + _____sq. mt. attached Balcony / Terrace _____sq. mt. Total Carpet area
Exclusive facility	Covered Parking Spaces adm. about _____ sq. mt.

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Statement of Rates, April 2022 as described in Ready recknor: Vibhag no. _____: (S. No. _____Bibwewadi Pune) Open Land: Rs. _____/- per sq. mtr. Residential: Rs. _____/- per sq. mtr.		
Residential Unit / Apartment	_____ sq. mt. Carpet x 1.1 x Rs. _____/- + NIL % thereof, per sq. mt.	Rs. _____/-
Exclusive right to use terrace	Terrace & Balcony adm. NIL sq. mt. x 1.1 x (being 40%) of the prescribed value.	Rs. NIL/-
Exclusive right to covered parking space;	Covered parking space adm. NIL sq. mt. x Rs.NIL/- per sq. mt. x being 25% of the prescribed value.	Rs. NIL/-
Total prescribed valuation		Rs. _____/-
Total agreed price		Rs. _____/-
7% Stamp duty (as per Article 25 (b) (i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above along with the additional cess as applicable thereto.		Rs. _____/-
Registration Charges		Rs. _____/-

SCHEDULE - IV
(Payment Details)

Sr. No.	Amount in (Rs.)	Particulars
1)	Rs. _____/-	The price paid by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER vide cheque bearing no. _____ dated- _____, drawn on _____ Bank, _____ Branch, Pune to the DEVELOPER / PROMOTER towards booking and Own Contribution.
2)	Rs. _____/-	Out of the 10% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of plinth of the subject building.
3)	Rs. _____/-	10% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of 1 st Floor slab of the subject building.
4)	Rs. _____/-	10% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of 2 nd floor slabs of the subject building.
5)	Rs. _____/-	10% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of RCC work of the said Apartment.
6)	Rs. _____/-	10% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of walls and internal plaster/ POP of the said Apartment.
7)	Rs. _____/-	5% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of Staircase of the said Apartment
8)	Rs. _____/-	5% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of common lobby, lift well of the said Apartment
9)	Rs. _____/-	5% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of external plaster, and elevation of the subject building/ wing.
10)	Rs. _____/-	10% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER on completion of lifts of the subject building/ wing.
11)	Rs. _____/-	5% of total price payable by the ALLOTEE / PURCHASER to the DEVELOPER / PROMOTER at the time of delivery of possession of the said Apartment by the DEVELOPER/ PROMOTER to the ALLOTEE / PURCHASER on or after receipt of occupancy/ completion certificate.
Rs. _____/-		Total sum of (Rupees _____ Only).

SCHEDULE-V

Provisional monthly contribution from the date of completion of construction or delivery of possession of the said Apartment, whichever is earlier.	Rs. ____/- (Rs. ____/- per sq. ft.) (Towards advance ____months) Together with taxes and other charges or other statutory levies, if applicable.
---	--

SCHEDULE-VI

____% Goods and Service Tax.	Rs. ____/- (As applicable as per the rules and regulations imposed by the Government.)
--	--

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED
AND EXECUTED THIS AGREEMENT ON THE DATE AND AT THE
PLACE HEREIN BEFORE FIRST MENTIONED.**

M/s. Empire Developers, Represented by its duly authorized partner, Mr. Omkar Dattatraya Dhankawade (the DEVELOPER / PROMOTER and as duly constituted attorney under POA dated 30/03/2022, HVL. 16 at 7081/2022 of the OWNER / LESSEE SOCIETY and CONFIRMING PARTY.

Photograph	LHTI	Signature
------------	------	-----------

Mr. _____ (ALLOTEE / PURCHASER)

Photograph	LHTI	Signature
------------	------	-----------

Witnesses-1	Witnesses-2

ANNEXURE- A

TITLE CERTIFICATE

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/DEVELOPER / PROMOTER to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the DEVELOPER / PROMOTER and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE-G
COMMON/ RESTRICTED AREA AND FACILITIES:

Common facilities for entire project	
Rider	This shall be subject to change as to number of apartments therein, with proportionate alteration in common facilities as may be found necessary by the DEVELOPER / PROMOTER depending <i>inter alia</i> upon market conditions. However, this shall not adversely affect the said Apartment agreed to be purchased by the ALLOTEE / PURCHASER

ANNEXURE-H
SPECIFICATIONS

ANNEXURE-I
FITTINGS AND FIXTURES
