

ARTICLES OF AGREEMENT TO SELL

This Agreement made at Pune this _____ day of _____ in the year Two Thousand and Twenty Three.

BY AND B E T W E E N

M/S. TOWNSHINE REALTIES PRIVATE LIMITED

PAN – AAJCT3299A

having its Branch office at –

9th Floor, Majestique Cityview Building,

S.No. 510+511, Gultekadi, Opposite Apsara Theater, Pune 411037,

Through its authorised director

Mr. Sanjay Bhawarlal Mehta,

Age:- 44 Years, Occupation:- Business.

Hereinafter referred to as the “**PROMOTERS/DEVELOPERS**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor past, present and future Partners and their successors, their heirs, administrators and assigns etc.)

---- PARTY OF THE FIRST PART

AND

1. MR. NILKANTH VISHWANAND PASHANKAR

Age: _____ Years Occupation:- Business

Address: _____

PAN: _____

2. MR. SAGAR SUNIL PASHANKAR

Age: _____ Years Occupation:- Business

Address: _____

PAN: _____.

RERA Draft

Hereinafter referred to as the “**OWNER/CO-PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in title, present and future Partners and their successors, their heirs, administrators and assigns etc.)

-----**PARTY OF THE SECOND PART**

AND

1. _____

Age: - _____ Years, Occ:- _____

PAN _____

2. _____

Age: - _____ Years, Occ:- _____

PAN _____

R a/t – _____

Hereinafter referred to as the "**ALLOTTEE/PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee/s, his/her/their heirs, executors, successors-in-interest, shareholders, administrators and permitted assigns)

-----**PARTY OF THE THIRD PART**

WHEREAS, the Owners are absolute seized and sufficiently entitled to all that piece and parcel of land bearing Survey No. 39 Hissa No 1 having area admeasuring 949.98 sq.mtrs out of land admeasuring area **48662.21** Sq.mtrs, carved out of the totally area admeasuring 08 hectare 09 Are situated at Village Kharadi, Taluka Haweli, Dist Pune, within the Limits of Pune Municipal Corporation and within the jurisdiction of Sub District of Registration Pune, which land is more particularly described in Schedule I written hereunder and which land along with all rights, interest, claims, etc. attached thereto, is herein after referred to as the '**Said Land**'.

AND WHEREAS the Survey No. 39 Hissa No 1 of village Kharadi, Tal Haweli Dist Pune was originally owned by Late Mr. Gajanan Sakharam Kodre, who was died on 28/10/1984 leaving behind him his Last will dated 11/05/1984 which is duly registered at Haweli no-01, Pune bearing no. 3644/1984, and thereby he bequeathed the land to Mr. Vishwanand Gangaram Pashankar and thus Mr. Vishwanand Gangaram Pashankar became the absolute Owner & Possessor of the Land totally area admeasuring 08 Hectare 09 Are of S no. 39/1 of village Kharadi Tal Haweli Dist Pune and his name was mutated in the Revenue records vide Mutation Entry No-1707.

RERA Draft

AND WHEREAS later on Mr. Vishwanand Gangaram Pashankar expired on 20/04/1996, leaving behind him his Last WILL of dated 29/08/1987. As per the 'WILL' of dated 29/08/1987 which is duly registered at Haveli No-01, Pune bearing Sr.No 13233/1988 the Survey No. 39 Hissa No 1 totally admeasuring 08 hectare 09 Are was bequeathed and allotted as under-

Area admeasuring 03 Hectares 00 Ares was allotted to Mr. Sunil Vishwanand Pashankar,

Area admeasuring 02 Hectares 00 Ares was allotted to Mr. Nilkanth Vishwanand Pashankar.

Area admeasuring 02 Hectares 60 Ares was allotted to Mr. Gautam Vishwanand Pashankar.

Area admeasuring 00 Hectares 49 Ares was allotted to Kodre Trust.

Accordingly their respective names were mutated on the revenue records of their respective share of Land vide Mutation Entry No- 8467.

AND WHEREAS, in the meanwhile Mr. Sunil Vishwanand Pashankar, Mr. Nilkanth Vishwanand Pashankar, Mr. Gautam Vishwanand Pashankar had filed returns U/s 8 (1) of ULC Act 1976, However the Competent Authority did not issued any notice and the said ULC Act 1976 was repealed by State Government w.e.f. 29/11/2007 by adopting the provisions of The Urban Land (Ceiling & Regulation) Repeal Act1999 of Central Government and therefore the said land has become free land under Repeal Act 1999.

AND WHEREAS later on Mr. Sunil Vishwanand Pashankar and Mr. Nilkanth Vishwanand Pashankar in consent with Mr. Gautam Vishwanand Pashankar and others as consenting party has entered into Development Agreement and Power of Attorney which are duly registered at the Office of the Sub Registrar Haveli No. 23 Pune on dated 12/08/2013 vide Sr. No. 5591/2013 & 5592/2013 respectively in favour of M2 Builtcon LLPby Mr. Sunil Vishwanand Pashankar and Mr. Nilkanth Vishwanand Pashankar for their respective area of ownership.

AND WHEREAS, in the meantime Mr. Sunil Vishwanand Pashankar expired on dated 22/04/2019 leaving behind him his Last 'WILL' of dated 24/06/2014 which is duly registered vide Sr no. 5626/2014 at the Office of the Sub Registrar Haveli No -22, Pune, and as per his WILL the land admeasuring 03 Hectares 00 Ares was bequeathed to Mr. Sagar Sunil Pashankar i.e his son. Accordingly name of Mr. Sagar Sunil Pashankar has been mutated vide Mutation Entry No- 25409.

AND WHEREAS, due to some reasons M2 Builtcon LLP didnot developed the land and affecting the same the Owners herein i.e party of the second part & M2 Builtcon LLP mutually decided to cancel all the Powers granted vide Sr. No. 5592/2013 to M2 Builtcon LLP along with Development Agreement bearing no. 5591/2013 and accordingly M2 Builtcon LLP executed Cancellation of Power of Attorney vide Sr. No which is registered at the Office of the Sub Registrar Haveli No -... in favor

RERA Draft

of Mr. Nilkanth Vishwanand Pashankar and Mr. Sunil Vishwanand Pashankar (Legal heir of late Sunil Vishwanand Pashakar).

AND WHEREAS, the as per the Zone certificate issued by PMC of dated 05/01/2022 said land falls under Residential and Commercial Zone and the portion of the said land is under reservation for Road, commercial, Playground etc.

AND WHEREAS the Party of the second part i.e owner/Co-promoter has represented and assured that they are well and sufficiently entitled to the said Land admeasuring area comprises of total 48662.21 sq.mtrs (Defined at schedule-A) which comprises of 45M Road admeasuring area 6990.91 sq.mtrs (Defined at schedule-C) and area admeasuring about 7650 sq.mtrs for P2 reservation (Defined at schedule-D) and remaining the balance area admeasuring about 34021.19 Sq.mtrs (Defined at schedule-B as net Plot including the 24M and 18M DP road) they have clear and marketable title to the same as 'Owners' thereof and have an exclusive right and authority to deal with the said Land and they are now desirous of developing the said land.

AND WHEREAS Mr. Nilkanth Vishwanand Pashankar and Mr. Sagar Sunil Pashankar has granted the Development Rights along with Power of Attorney in favour of **M/S. TOWNSHINE REALTIES PRIVATE LIMITED** (hereinafter referred as Promoter/Developer) for total land area admeasuring 48662.21 sq.mtrs vide Registered Development Agreement bearing Sr. No. 26323/2022 and 26325/2022, respectively which is registered at Haveli No. 10, Pune on dated 8/09/2022.

AND WHEREAS the Promoters has well sufficiently entitled to develop area admeasuring 48662.21 Sq. Mtrs carved out of the totally area admeasuring 08 Hectare 09 Aars, Survey No. 39 Hissa No 1 situated at Village Kharadi, Taluka Haweli, Dist Pune, within the Limits of Pune Municipal Corporation and within the jurisdiction of Sub District of Registration Pune, more particularly described in schedule mentioned hereunder.

ANDWHEREAS the Promoter has sole and exclusive right to construct buildings and several units on the said land in accordance with the recitals hereinabove and sell the Said Shop/Office/Showroom/Unit in the said building/s to be constructed by the Promoter on the Said Land/Property and to enter into Agreement/s with the prospective Purchaser of the Shop/Office/Showroom/Unit to receive the sale consideration in respect thereof.

AND WHEREAS Presently the Promoter has undertaken the construction of project known as **Evolvus Phase-I** i.e. Building and consisting of Residential Units. The building and building consisting of Basement+ Basement+ Parking + Floors (hereinafter referred to as the “Said Building/s”), on the Said Project known as ‘**Evolvus Phase-I**’, Subject to proposed expansion of building/s, Floor/s or as may be permitted /sanctioned by the competent authority from time to time. The said fact has been explained by the promoter to the Purchaser/Allottee i.e. unit holder at the time of making application for the said Flat/Unit, and after knowing this the unit purchaser has applied for the said flat/unit. And the Purchaser/Allottee will not raise any objection for the same.

AND WHEREAS the building layout has been sanctioned by the Pune Municipal Corporation, Pune in respect of the proposed Project was duly procured, and whereas the plan was sanctioned by the Pune Municipal Corporation, Pune vide Commencement Certificate bearing no. CC/2362/23 dated 20/12/2023 is annexed hereto.

AND WHEREAS, the promoter/ developer has also acquired the right in the adjacent land having area adm 4900 sq.mtrs from the S No 39/1 of village Kharadi, Tal Haveli Dist Pune from its owners and accordingly has desired to amalgamate the same with the said land and the said fact has been well informed to the allottee here and the proposed layout which will be sanctioned from PMC Pune has been also attached with the present layout of the said land and the procedure for due registration of the agreements in the name of the Promoter/ Developer has been initiated and has also started the procedure of availing the necessary sanction from PMC Pune and this fact is duly informed and shown in the layout of the project and the same has been duly consented by the Allottee herein and the Allottee has confirmed the same and no separate consent is required for the same. The Allottee has for the confirmation of the same and to submit the same before the concern authority has given one consent letter while registration of the present agreement and the same shall be used by the Promoter before the PMC Pune or before the RERA authority as and when required.

AND WHEREAS the Promoter/Developer has entered into a standard Agreement with an Architect Mr. Jay Aeram registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

RERA Draft

AND WHEREAS the Promoter/Developer has appointed structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter/Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. Provided however, the Promoter/Developer reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said project or buildings.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter/Developer, authenticated copies of property card or 7/12 extract of or any other relevant revenue record showing the nature of the title of the Promoter/Developer to the said land on which the Flat/Unit/Apartment are constructed or are to be constructed have been annexed hereto and marked as **Annexure A and B**, respectively.

ANDWHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority and the authenticated copies of the plans of the Layout as proposed by the Promoter/Developer and according to which the construction of the buildings and open spaces are proposed to be provided on the said project have been hereto and marked as **Annexure C**.

ANDWHEREAS the authenticated copy of the floor/unit plan and specification of flat/unit/apartment agreed to be purchased by the Allottee/purchaser, as sanctioned and approved local authority have been annexed and marked as **Annexure D**.

AND WHEREAS 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 Promoter/Developer while developing the said 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.

AND WHEREAS As the Promoter is carrying out Development in Phase wise manner, hence separate RERA Registration Certificates are procured by the Promoter for various Phases, which are as under:

Buildingand known as Evolvus Phase 1 vide Maha Rera certificate no.

An Photocopy of the Maha Rera certificate is attached as Annexure. The details stated in annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

ANDWHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections 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/s.

ANDWHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

ANDWHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Project Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

ANDWHEREAS the authenticated copies of Certificate of Title issued by the advocate of the Promoter, authenticated photocopy of the extract of Village Forms VII and XII, photo copy of Layout Plan, floor/unit plan and specification of Said Flat/Unit or any other relevant revenue record showing the nature of the title of the Promoter to the Said Project Land on which the Said Flat/Unit is constructed or are to be constructed have been annexed hereto.

ANDWHEREAS after being satisfied about the Project, title and after verifying all the approvals, documents etc, the Allottee/s is willing to purchase a Flat/Unit and hence has applied to the Promoter for allotment of a Said Flat/Unit No. _____ on _____ floor Building/Wing _____ being constructed in the present phase i.e. **“Evolvus Phase-I”**

ANDWHEREAS, 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;

ANDWHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the sale consideration of the Said Flat/Unit agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admeasuring it and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

ANDWHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Unit with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Said Flat/Unit. Further the present agreement and all its contents have been read agreed and accepted by the Allottee/s and/or is made understand in their local known language and the same has been agreed and accepted by the Allottee/s herein.

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

The Promoter shall construct the said building/s in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Said Flat/Unit of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1. CONSIDERATION:

- I. The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Flat/Unit No.** _____ having carpet area admeasuring _____ Sq. mtrs on _____ floor in the building _____, in the **Project "Evolvus Phase-I"** together with attached balcony admeasuring area about _____ Sq. mtrs, Dry balcony admeasuring area about _____ Sq. mtrs and Enclosed balcony admeasuring area about _____ Sq. mtrs, (**hereinafter referred to as "the Said Flat/Unit "**) as shown in the Floor plan thereof hereto annexed for the total consideration of Rs. _____ (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Said Flat/Unit including the proportionate price of the common areas and facilities and allotted parking spaces should be shown separately).

The carpet area of the said Flat/Unit means, the net usable floor area of an Said Flat/Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat/Unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Said Flat/Unit.

II. The Promoter hereby agrees to allot to the Allottee/s _____ Covered Car parking space bearing No _____ in _____ parking on _____ Floor.

The present parking allotment is based upon subject to the prevailing on site progress. However, at the time of possession, due to prevailing site conditions if there are any changes in the number, location or size of the said parking the Allottee/s hereby agree to cooperate and accept changes as per mutual consent with the Promoter

III. The Allottee/s agrees to pay to the Promoter, the Total consideration of Rs. _____ (Rupees _____) in the following manner:

S.No	Particulars	%	Amount
1	to be paid before the registration of the present Agreement	10%	_____ /-
2	to be paid on or after or at the execution of Agreement	10%	_____ /-
3	On Plinth/Foundation Stage	10%	_____ /-
4	On or before 1st Floor	10%	_____ /-
5	On or before 4th Floor	5%	_____ /-
6	On or before 7th Floor	5%	_____ /-
7	On or before 10th Floor	5%	_____ /-
8	On or before 13th Floor	5%	_____ /-
9	On or before Commencement of Brickwork and other related works	15%	_____ /-
10	On or before Commencement of Plaster and other related works	10%	_____ /-
11	On or before Commencement of Tilling and other related works	10%	_____ /-
12	At the time of Possession	5%	_____ /-
	Total	100%	_____ /-

- IV.** The Total Price/consideration amount above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat/Unit and **the Promoter shall not be held liable, responsible for the payment of such charges at any time and for any reason whatsoever.**
- V.** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of charges/Taxes payable to the competent authority which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in charges/Taxes or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- VI.** The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate/ Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 (i) of this Agreement.
- VII.** The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

RERA Draft

- VIII.** The Allottee/s herein shall pay the aforesaid consideration to the Promoter herein on due date or within 15 days from the Allottee/s receiving the written intimation from the Promoter calling upon the Allottee/s to make the payment. Payment of instalment of Consideration by the Allottee/s in time as per these presents is the essence of this contract.
- IX.** The Allottee/s hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in handing over possession thereof by the Promoter to the Allottee/s and that the Promoter shall not be responsible for delay in handing over the possession in case of delay of payments by the Allottee/s.
- X.** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Flat/Unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Flat/Unit.
- XI.** The Allottee/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s, if consideration payable by the Allottee/s to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income. Further if allottee/s has/have not paid the TDS amount in the due date, to the concern authority, in that case promoter/ Builder will not held liable for any such delay or levied of any penalty/ interest on TDS amount.

2. TIME IS ESSENCE :-

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Possession of the said Flat/Unit to the Allottee/s. The Allottee/s is aware that, the said project is

RERA Draft

constructed in phase wise manner and the common areas shall be provided to the Society /association of the Allottee/s after receiving the occupancy certificate/ Completion Certificate, as the case may be of the entire project. Similarly, the Allottee/s 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 Promoter as provided in “Payment Plan” as mentioned in Clause 1 (iii) of this Agreement.

3. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Flat/Unit, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the sale Consideration and the Allottee/s shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the Promoter through an account payee cheque /order /demand draft to be deposited in such account as directed by the Promoter to the Allottee/s. Even if the Allottee/s has obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Flat/Unit, the Allottee/s shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other statutory amounts payable under this Agreement to the Promoter, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.
4. If at any time after the date of execution of this Agreement, there is any upward change in the other charges due to enhancement in government and statutory dues/taxes/ cess / charges under the Applicable Laws, due to any change/amendment/modification to the Applicable Laws, taxes, other government charges/ deposits, increase of deposits/ charges by Government authority or private supplier for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively the Allottee/s shall be liable to pay the said additional charges and taxes to the Promoter. The Allottee/s agree/s and confirm/s to pay the same to the Promoter within 15 days from the date of demand being raised by the Promoter.
5. If the Allottee/s fail/s to pay any such additional charges as mentioned in the clause hereinabove within the date stipulated therein, in that event, in addition to the

RERA Draft

penalty, fines, etc. charged by the government authority or private supplier, as the case may be, Allottee/s shall be liable to pay such additional charges along with 18% percent per annum on the unpaid amount computed from the date of service of a written notice / demand notice till the date of actual payment.

6. UTILIZATION OF FSI/FAR/TDR :-

The Promoter hereby declares that the basic Floor Space Index available as on date in respect of the Said Project Land is The Promoter has planned to utilize more Floor Space Index/TDR upto by availing of FSI, paid FSI, TDR, ancillary FSI or FSI available on payment of premiums or FSI available as an incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI by UDCPR which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the Said Project Land in the said Project and Allottee/s has agreed to purchase the said Flat/Unit based on the Proposed construction and sale of Flat/Unit to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

7. DEFAULT:-

If the Promoter fails to abide by the time schedule for completing the project and handing over the Said Flat/Unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

- a. Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other

RERA Draft

outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Said Flat/Unit which may till then have been paid by the Allottee/s to the Promoter.

8. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range to be provided by the Promoter in the said building and the Said Flat/Unit as are set out in Annexure 'E', annexed hereto.

9. POSSESSION:

The Promoter shall handover possession of the said Flat/Unit to the Allottee/s on or before 31/12/2028, subject to grace period of 6 months & subject to the condition that the said Flat/Unit is ready for use and on receipt of Completion certificate from the concerned authority, and subject to receipt of entire consideration amount and any other amount as mentioned in this Agreement due from the Allottee/s as agreed upon by this Agreement.

If the Promoter fails to give possession of the said Flat/Unit to the Allottee/s on account of reasons beyond his control and of its agents by the aforesaid date then, if the Allottee/s desires to the cancel/terminate the Allotment then, the Promoter shall refund to the Allottee/s the amount received by the Promoter from the such allotment, excluding all the Government Taxes, Stamp Duty & Registration fees. After

RERA Draft

refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter and in the said Flat/Unit and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

- i. War, Civil Commotion or any act of God.
- ii. Any notice, order, rule, notification of the Government and/or other public or Competent Authority / Court.

10. PROCEDURE FOR TAKING POSSESSION:

- a. The Promoter, upon obtaining the occupancy certificate/ Completion Certificate from the competent authority and upon receipt of the payment made by the Allottee/s as per the agreement, shall offer in writing the possession of the Said Flat/Unit to the Allottee/s in terms of this Agreement to be taken within 90 days from the date of issue of such notice and the Promoter shall handover the possession of the Said Flat/Unit to the Allottee/s. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- b. The Allottee/s to take possession of said Flat/Unit from the Promoter by executing possession receipt, necessary indemnities, undertakings and such other documentation as prescribed by the Promoter.

11. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF SAID FLAT/UNIT:

Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the said Flat/Unit within 15 days of the written intimation from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give

possession of the said Flat/Unit to the Allottee/s. In case the Allottee/s fails to take possession within the time, such Allottee/s shall continue to be liable to pay maintenance charges, Electricity Bill, Property Tax as applicable.

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

13. That as it is informed to the Allottee/s that, the common amenities shall be completed in due course of time and the Allottee/s shall not refuse to take the possession and that shall not be the ground to deny taking Possession of the said Flat/Unit.

14. The Allottee/s shall not be entitled to claim possession and transfer of the said Flat/Unit until the Allottee/s has/have paid entire dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

15. The Allottee/s shall use the said Flat/Unit or any part thereof or permit the same to be used only for purpose of Residence only. The Allottee/s shall use the parking space only for purpose of keeping or parking vehicle.

16. FORMATION OF THE ORGANIZATION:-

- i.** The Promoter shall have option to submit Said Project Land and Building constructed upon it to the provisions of Maharashtra Apartment Ownership Act, 1970 or to form Co-operative Society of the Allottee/s. The Allottee/s hereby agrees and confirms that the decision taken by the Promoter to submit the Said Project Land and building

constructed upon it to the provisions of Maharashtra Apartment Ownership Act, shall be final and binding upon the Allottee/s. The Promoter shall also have an option to form a separate society for separate Building/s Towers and Allottee/s shall not object for the same.

- ii. The Allottee/s along with other Allottee/s of said flat / unit in the building shall join in forming and registering the Society or Apartment Condominium/ Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Apartment Condominium/Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- iii. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- iv. The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

17. MAINTENANCE CHARGES AND ITS UTILIZATION:-

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes,

RERA Draft

betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- for tentative period of 12 months which commence from either from the Date of obtaining Completion Certificate or after handing over possession of First, Five Flats/Units in the Said Building / Project, whichever is earlier. The said per month amount is calculated on the bases of general outgoing/s, expenses of the buildings and common area of the project, however the said collected amount may get utilized before the agreed tenure on the usage done by the all Allottee/s of the unit/s from the said building/s and in that case the Allottee/s needs to pay the additional amount paid to the developer for such additional amount and expenses of the building/s. The Allottee/s shall also pay the applicable Taxes on the same. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

A. The maintenance charges includes following charges/expenses:

- i. Housekeeping and cleanliness.
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom, Mechanize car park etc. if provided.

- iii. Running cost of all the equipment and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee/s thereof in equal share together with other Allottee/s in the concerned building).
- iv. Common electricity bills for common area of buildings and common areas of the Society.
- v. Security charges.
- vi. Gardening charges.
- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses.
- viii. Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof.
- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the project and the whom has been specifically appointed for the said reason only.
- x. Nonagricultural taxes if any applicable and any other similar taxes after the completion of the project and as laid down by the PMC or concern Grampanchayat or any local bodies.
- xi. Pest control expenses after the completion of the unit.
- xii. Expenses incurred for maintenance of common service lines & replacements of electric switches/light points.
- xiii. Elevator repairs & maintenance contracts along with lift inspection charges.
- xiv. Firefighting certification after completion
- xv. Operational and electricity charges for the sewage treatment plant for the Society.
- xvi. Property tax after the completion.
- xvii. Any other taxes, levies, cess etc. of the property,
- xviii. Any other statutory charges.

It is agreed between the parties that the above maintenance amount shall not include the items mentioned below, and the Allottee/s and/or the society either individually or through any appointed agency or, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount paid by the

Allottee/s or which may be adjusted by the promoter from the same if not paid by the Allottee/s from the above maintenance charges account only.

- i. Insurance for buildings/equipment's/machinery, towards theft, fire etc. and any other such expenses,
- ii. Sinking fund if opened by the promoter from the extra money collected from the unit holders.
- iii. Repairs of the building for leakages, seepage to the property or any part thereof.
- iv. Wear and tear charges either for the unit or for the building as whole, Bills and personal MSEDCL Bills, Internal Flat/Unit Maintenance etc.

The Allottee/s has understood entire scheme of maintenance in detail. The Allottee/s has admitted and agreed to the same so that maintenance of building/s and project is not hampered due non-payment of maintenance charges by Allottee/s.

The Promoter reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon time to time increasing structure of maintenance expenses and the Allottee/s have also agreed upon the same.

If required the Promoter may maintain a separate account in respect of sums received by the Promoter from the Allottee/s 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.

18. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

From the date of possession in respect of the said Flat/Unit or from the date of completion certificate whichever is earlier, the Allottee/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Flat/Unit and non-agricultural assessment in respect of the Said Project Land to the respective authorities or/and to the ad-hoc committee appointed by the Promoters, authorized committee of the Association or Society which is to be formed by the Promoters herein as stated herein before. But it is specifically agreed between the parties hereto that, the Promoters are not responsible/liable to pay or share in the aforesaid expenses in respect of unsold said Flat/Unit in the building, which is under construction on the Said Project Land. The Allottee/s shall also be liable to pay any taxes such as Goods and services tax

RERA Draft

(GST) or any other tax or levy, etc., if applicable as regards to the said maintenance service to be provided.

In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter, failing which the Promoter shall charge interest 18% percent per annum on such amount as is due. The maintenance of the Building/Tower will not hamper in any way due to non-payment of such maintenance amount by the Allottee/s.

The maintenance charges shall be paid to the promoter along with the GST and all other Taxes from time to time.

19. CONVEYANCE:

- i. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Society or Apartment Condominium/ Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the Said Project Land to be executed in favour of the Apex Body or Federation.
- ii. If the Promoter decides to execute separate conveyance for each building, then in that case conveyance will be executed only for the building i.e. Structure. The Conveyance of the land will be executed in favour of Apex Body of the separate societies or in favour of societies as per the convenience of the Promoter.
- iii. The Allottee/s hereby agrees that Promoter has option to form separate societies of separate buildings/Towers and also have option to execute separate conveyance for each building and proportionate undivided share in common areas. If the Promoter decides to execute separate conveyance for separate buildings, then in that case Promoter has right to utilize FSI and Transferable Development rights available against the Promoter's land, anywhere on the project land and in case of such conveyance separate clause will be incorporated in the deed of conveyance

RERA Draft

disclosing use of FSI for the respective portion of land. If in case there is disproportionate distribution of FSI, Allottee/s has no right to object for the same. If in case before completion of the project Promoter decides to execute the separate conveyance for the building in which the said Flat/Unit is located, then in that case the Association/ society shall give power of attorney to the Promoter to revise the building plans and to sign any necessary application, to submit affidavit, undertaking and indemnity bond. It is specifically brought to the notice of the Allottee/s that they have no right to ask subdivision of the respective land as layout of the Said Project Land is one

- iv. It is specifically agreed and declared that the deed of conveyance of the building and land beneath it in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. A covenant by Allottee/s is to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

20. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Project Land and also has actual, physical and legal possession of the Said Project Land for the implementation of the Project;
- ii. The 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;
- iii. There are no encumbrances upon the Said Project Land or the Project except those disclosed in the title report and mentioned herein.

- iv. There are no litigations pending before any Court of law with respect to the Said Project Land or Project except those disclosed in the title report and mentioned herein;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said 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, Said Project Land and said building/wing shall be obtained by following due process of law and the 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;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Flat/Unit which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions,

premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Said Project Land and/or the Project except those disclosed in the title report.
- xii. Promoter/Developer hereby declares that Promoter/Developer will complete external development of the common amenities on or before 31/12/2030 and will handover the same to the proposed society/organization of Flat/Unit Allottee/s

21. The Allottee/s or himself/ themselves with intention to bring all persons into whosoever hands the said Flat/Unit may come, hereby covenants with the Promoter as follows:

- I. To maintain the said Flat/Unit at the Allottee/s own cost in good and tenantable repair and condition From the date of possession in respect of the said Flat/Unit or from the date of completion certificate whichever is earlier, is taken and shall not do or suffer to be done anything in or to the building in which the said Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat/Unit is situated and the said Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
- II. Not to store in the said Flat/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Said Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat/Unit is situated, including entrances of the building in which the said Flat/Unit is situated and in case any damage is caused to the building in which the said

RERA Draft

Flat/Unit is situated or the said Flat/Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- III.** To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Said Flat/Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Said Flat/Unit is situated or the Said Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- IV.** Not to demolish or cause to be demolished the Said Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Said Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Said Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Said Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Flat/Unit without the prior written permission of the Promoter and/or the Society or Condominium/ the Limited Company.
- V.** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Project Land and the building in which the Said Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- VI.** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the Said Project Land and the building in which the Said Flat/Unit is situated.
- VII.** Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat/Unit is situated.
- VIII.** 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 Said Flat/Unit by the Allottee/s for any purposes other than for purpose for which it is sold.
- IX.** The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Flat/Unit until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- X.** The Allottee/s shall observe and perform all the rules and regulations which the Society or the Apartment Condominium/ 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 Flat/Unit 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/s shall also observe and perform all the stipulations and conditions laid down by the Society/ Condominium/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Flat/Unit 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.

- XI.** Till a conveyance of the structure of the building in which Said Flat/Unit is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- XII.** Till a conveyance of the Said Project Land on which the building in which Said Flat/Unit is situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Project Land or any part thereof to view and examine the state and condition thereof.'
- XIII.** The Allottee/s shall take all the precautions while using swimming pool, club house, Mechanized Parking, gymnasium, attached terrace and other common amenities so that there shall not be any accidents. The Promoter shall not be liable for any accident arising out of act or omission of the Allottee/s or anybody using such amenities through the Allottee/s. the Allottee/s shall follow all the rules and regulations defined for such common amenities from time to time.
- XIV.** The Promoter shall not be responsible for any warranty & guarantee of any products, other than the same which is specifically provided by the respective company/ manufacturer of the products which are used in constructing the building and also for providing the amenities as agreed herein. The Allottee/s shall not raise any dispute thereto nor shall object to the same.
- XV.** The Allottee/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 may include operation of the rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system/

equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc.

22. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s 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 if required and shall utilize the amounts only for the purposes for which they have been received.

23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Unit or of the Said Project Land and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Said Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Apartment Condominium/ Limited Company or other body and until the Said Project Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

24. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Flat/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Flat/Unit.

25. BINDING EFFECT-

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/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 Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/s

RERA Draft

fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

26. 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 Flat/Unit /building, as the case may be.

27. RIGHT TO AMEND-

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S -

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

29. 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

RERA Draft

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.

30. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT-

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

31. 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.

32. PLACE OF EXECUTION-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with 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.

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

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

Name of Allottee/s

Address-

Notified Email ID: _____

M/s Promoter name - **M/S. TOWNSHINE REALTIES PVT.LTD**

Address -

Notified Email ID: _____

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

35. JOINT ALLOTTEE/S:-

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

36. TERMINATION OF AGREEMENT :

- I. Without prejudice to the right of promoter to charge interest in terms of clause in the agreement, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing consecutive defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of (15) fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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.
- II. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, upon the Allottee/s to execute and register a Deed of Cancellation, without interest thereon within a period of 60 (Sixty) days of the termination, after deducting (i) adjustment and recovery of administrative expenses of administrative expenses of an amount of equivalent to 5% of agreement value or any other amount which may be payable to the Promoter by the Allottee/s as and by way of liquidated damages; (ii) cost of extra works, if any (iii) registration Fees and stamp duty charges, amount charged towards GST, Service Tax and/or any other taxes paid to the Promoter and/or paid to the Governmental authorities. The Promoter shall refund the balance of sale consideration of the said Flat/Unit which may till then have been paid by the Allottee/s to the Promoter after deductions as mentioned above. Thereafter, the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer.
- III. In the event of termination of Agreement as aforesaid, the Allottee/s will not be entitled to claim/demand any interest and/or compensation from the Promoter. Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the

RERA Draft

Allottee/s on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

- IV. In the event the Allottee/s delays in coming forth for the registration of the Deed of Cancellation, interest shall be payable by the Allottee/s for such delayed period to the Promoter, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat/Unit. The Allottee/s shall submit the Original Agreement/s, receipts, forms of the Said Flat/Unit to the Promoter immediately.
- V. The amount stated in this clause shall be paid by the Promoter to the Allottee/s, within 60 (Sixty) days from the date of deed of cancellation, by cheque/transferred directly to the account of the Allottee/s herein by RTGS/NEFT transfer along with notice in writing by Registered Post A. D. and on such condition the Promoter shall be entitled to resale the said Flat/Unit and/or dispose of or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit.
- VI. The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Flat/Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Flat (including rights incidental thereto) or any part thereof and/or against the Promoter.

37. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement has been paid by the promoter as per the Scheme 154 provided by the governing authority i.e. Pune Municipal Corporation, Pune.

In case of the cancellation of this agreement, The Promoter reserves the right to apply for the refund of the stamp duty paid on this agreement. The Allottee/s shall not raise any Objection and hereby gives his/her/their consent for the same. The Allottee/s will not have any right to claim the stamp duty paid on this agreement.

RERA Draft

INVESTOR CLAUSE:

The Allottee/s have informed the Promoter that, the Allottee/s may act as an Investor and as per the Maharashtra Stamp Act 1958 schedule I Article 5(g-a) (II) if the Allottee/s transfers/ Assignees the rights under this Agreement to any subsequent Allottee/s as per the provisions of Act, the Allottee/s is entitled to get adjusted the stamp duty payable on such transfers/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25.

38. 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.

39. 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.

SCHEDULE - I**(DESCRIPTION OF THE ENTIRE LAND)**

All that piece and parcel of property, Sr. No-39 Hissa No 1, admeasuring 48662.21 Sq.mtrs, carved out of the totally area admeasuring 08 hectare 09 Are situated at Village Kharadi, Taluka Haweli, Dist Pune, within the Limits of Pune Municipal Corporation and within the jurisdiction of Sub District of Registration Pune, which is the subject matter of this agreement Together with easementary rights along with all the rights attached to the Said Land including present permissible building potential or that will be permitted in future, TDR, paid FSI, premium FSI, ancillary FSI, with all appurtenances thereto and all rights and facilities pertaining thereto.

SCHEDULE B

All that piece and parcel of property, Sr. No-39 Hissa No 1, admeasuring 34021.19 Sq.mtrs (including the area under 24M and 18M DP road) out of the above mentioned total area mentioned at Sch A and the same is bounded as under:-

On Or Towards the:-

East :- By proposed 18 M DP road

West :- By 45M road

North:- By balance Part of S No 39/1 (PG Reservation, Rakshak Society and Kodre Trust)

South:- By balance Part of S No 39/1

SCHEDULE C

All that piece and parcel of property, Sr. No-39 Hissa No 1, admeasuring 6990.91 Sq.mtrs (area under 45M road) out of the above mentioned total area mentioned at Sch A and the same is bounded as under:-

On Or Towards the:-

East :- By S No 39/1

West :- By balance part of 45M road

North:- By 45M road

South:- By 45M road

SCHEDULE D

All that piece and parcel of property, Sr. No-39 Hissa No 1, admeasuring 7650 Sq.mtrs (area under Play Ground Reservation) out of the above mentioned total area mentioned at Sch A and the same is bounded as under:-

On Or Towards the:-

East :- By remaining part of Play Ground Reservation
from S No 39/1 of Mr. Kapil Gautam Pashankar

West :- By 45M road

North:- By S No 39/1 (Rakshak Society)

South:- By Proposed 24M DP road from S No 39/1

THIRD SCHEDULE

(DESCRIPTION OF THE SAID FLAT/UNIT)

The Flat/Unit/Apartment bearing No. _____ having admeasuring area _____ Sq. Mtrs. Carpet situated on the _____ floor in the building/wing “_____” in the proposed project known as “**Evolvus Phase I**” together with terrace having area admeasuring about _____ Sq. mtrs, enclosed balcony having area admeasuring about _____ Sq. mtrs, Dry terrace having area admeasuring _____ Sq. mtrs. including the proportionate right to use of all common areas and facilities appurtenant to the unit being constructed on the Land described in Second Schedule hereinabove.

Along with all easementary rights of way and all benefits and other rights and all the things attached to it and on, over, above and below it.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Article of Agreement at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED BY THE PROMOTER/DEVELOPER WITHIN NAMED

NAME	PHOTOGRAPH	SIGNATURE & THUMB IMPRESSION
M/s. Townshine Realities Pvt.Ltd, through its authorized director Mr. Sanjay Bhawarlal Mehta		

SIGNED, SEALED AND DELIVERED BY THE CO-PROMOTER WITHIN NAMED

NAME	PHOTOGRAPH	SIGNATURE & THUMB IMPRESSION
1. Mr. Nilkanth Vishwanand Pashankar 2. Mr. Sagar Sunil Pashankar Through its POA Holder M/s. Townshine Realities Pvt.Ltd, through its authorized director Mr. Sanjay Bhawarlal Mehta		

SIGNED, SEALED AND DELIVERED BY THE ALLOTTEE/PURCHASER /S WITHIN NAMED

NAME	PHOTOGRAPH	SIGNATURE & THUMB IMPRESSION

NAME	PHOTOGRAPH	SIGNATURE & THUMB IMPRESSION

Witness

1.Sign:-	2.Sign:-
Name:-	Name:-
Address:-	Address:-

Specification of the Flat/Unit and Common Amenities:-

Specifications:-

- 1) 800 x 800 Vitrified tile flooring
- 2) Granite kitchen platform with S S sink
- 3) Anti-skid Ceramic tiles flooring for toilets
- 4) Grohe or Equivalent CP fittings
- 5) Table Top Wash Basin
- 6) Designer tiles upto lintel level in all toilets
- 7) UPVC Powder coated Windows with Mosquito Mesh
- 8) Laminated flush doors
- 9) Glass Railings in terrace
- 10) Granite window sill for windows and bathroom door frames
- 11) Concealed electrical wiring and plumbing
- 12) Schneider or Equivalent Electrical Switches
- 13) Provision for AC point in Master bedroom

Common Amenities:-

1. Cafeteria
2. Gymnasium
3. Multipurpose Hall
4. Rooftop Infinity Swimming Pool with Kids Pool
5. Water Body and Fountain
6. Gazebo
7. Landscaped Garden
8. Fully Automatic passenger elevators Kone or equivalent
9. 24 hours security and Surveillance
10. Back up for power
11. Water softener plant
12. Yoga Center
13. Mini Theater
14. Indoor Games
15. Play area for kids
16. Jacuzzi and Steam Bath
17. Plug and Play-Functional Co-working Spaces for Society Members.
18. Multipurpose Court
19. Secured entrance lobby/waiting lounge

LIST OF ANNEXURES

Sr . no.	PARTICULARS (Photo copy)
1.	Certificate of Title issued by the attorney at law or advocate of the Promoter.
2.	Property Card or 7/12 extract of village showing nature of the title of the Original Owner/Co-Promoter to the Said Project Land
3.	Plans of the Layout as approved by the concerned Local Authority and Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.
4.	Floor/unit plan of said Flat/Unit.
5.	Commencement certificate/NA order
6.	MAHA RERA Certificate