

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS MADE AND EXECUTED AT PUNE ON THIS _____
DAY OF _____ IN THE YEAR _____

BETWEEN

MR. IQBAL OSMAN TALAB, Aged about ____ Years, PAN- _____ Indian Inhabitant,
having his residence at _____, hereinafter referred to as the “**OWNER NO. 1**”
(which expression shall, unless it be repugnant to the context or meaning thereof, be
deemed to mean and include his heirs, executors, administrators and assigns) of the **FIRST**
PART

AND

- 1) **MR. SANJAY ATMARAM GAWADE** , Aged about ____ Years, PAN- _____ Indian
Inhabitant,
- 2) **MR. SUNIL ATMARAM GAWADE** , Aged about ____ Years, PAN- _____ Indian
Inhabitant,
- 3) **MR. DHANANJAY ATMARAM GAWADE** , Aged about ____ Years, PAN- _____
Indian Inhabitant,
- 4) **MR. KAMAL ATMARAM GAWADE** , Aged about ____ Years, PAN- _____ Indian
Inhabitant,

having their residence at _____, hereinafter referred to as the “**OWNER NO. 2**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **SECOND PART**

AND

ARG BUILDCON AND ASSOCIATES LLP, PAN- _____, a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008, having its office at _____, hereinafter referred to as the “**Developer/Promoters**”/“**Promoters**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners from time to time and survivor or survivors of them and the heirs, executors, administrators of the last surviving partner and their successors in title) of the **THIRD PART**

AND

MR./MS./MRS./M/S. _____, Age _____ Years, PAN No. _____ Indian Inhabitant(s)/a having his/her/ their residence at _____, hereinafter referred to as the “**Flat Allottee/s**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS

- A.** By various deeds and documents more particularly stated in the Certificate on Title annexed hereto, the Owner No. 1 and Owner No. 2 became owners of the all that piece and parcel of land admeasuring 57 Ares bearing Survey No. 93/1A/2 and land admeasuring 10 Ares bearing Survey No. 93/1A/1/1A/52 respectively, and more particularly described in the **Schedule A** hereunder written and delineated by red colour boundary line on the Plan annexed hereto as **Annexure ‘A’** and hereinafter collectively referred to as the “**said Land**”.
- B.** The Owners i.e. the Owner No. 1 and Owner No. 2, were desirous of developing the Said Land. However, the Owners did not have the necessary expertise and technical know-how to develop the Said Land. Hence, by 2(two) Joint Development Agreements dated 31 December 2015 and 8 March 2016 registered with the office of

Sub-Registrar of Assurances, at Serial Nos. 26/2016 and 2370/2016, the Owners granted development rights pertaining to the Said Land in favour of the Developer/Promoters and in consideration of the Developer/Promoters agreeing to construct a residential complex consuming the available FSI of the Said Land.

- C. The Developer/Promoter made an application with the Pune Metropolitan Regional Development Authority, Pune (PMRDA) for grant of permission to construct residential structures on the said Land. By an Order bearing No. DP/BHA/Vill. ManjriBhu./G. No. 93/1A/2/Pra.Kra. 1564/15-16 dated 23 March 2017, PMRDA granted permission to construct residential premises on the said Land on the terms and conditions more particularly stated therein. A copy of the said Order dated 23 March 2017 is annexed hereto as Annexure ____ hitherto.
- D. The Developer/Promoter made an application to the Collector, Pune, under Section 44A of the Maharashtra Land Revenue Code, 1966, for grant of permission for conversion of use of the said Land from agricultural to non-agricultural residential use and further pursuant to the aforesaid application the necessary charges as ordered by the office of Collector, Pune were also paid. In view thereof, the Collector, Pune issued a Sanad bearing No. PMRDA/NA/SR/51/2017 dated 17 May 2017 confirming the conversion of user of said Land from agricultural to non-agricultural residential use on the terms and conditions as more particularly stated therein. A copy of the said order dated 17 May 2017 is annexed hereto as Annexure ____ hitherto
- E. The Developer/Promoters proposes to construct a residential apartment project on a the Said Land comprising of 2 (two) multistoried towers of 6 (six) Storeys each and which structures are shaded in red colour in the Sanctioned Layout Plan Annexed hereto as **Annexure “__”** and is hereinafter referred to as the **“Said Project”**.
- F. The Developer/Promoters have appointed Sandeep Pethe, having his Head Office in _____ as the Architect for the said Project to be executed by the Developer/Promoters and to present all drawings, layouts, etc. done by him/them and liaise with the authorities for needed sanctions on the Project. The Developer/Promoters have appointed Himanshu Tulpule, a duly qualified Structural Engineer for the purpose of preparing structural designs and drawings for the Said Project to be constructed on the said Land. The Developer/Promoters accepts the

professional supervision of the Architect and the Structural Engineer till the completion of the Said Project.

- G.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said "**ACT**") with the Real Estate Regulatory Authority at _____ - under Serial No. _____ and a copy of the Registration Certificate is attached as **Annexure "____"**.
- H.** The Developer/Promoter has further represented that all the encumbrances including any litigations have been more particularly referred to in the Certificate on Title annexed hereto as Annexure ____ mentioned hereinbelow.
- I.** The Flat Allottee herein being desirous of purchasing a Flat in the Said Project called "**Eastern Elegance**" being constructed by the Developer/Promoters on the said Land have perused all the necessary documents, deeds and writings and after having been fully informed and satisfied about the same as also about the status and the plans, the Flat Allottee herein is desirous of purchasing **Flat No.** _____ carpet area whereof is _____ **Sq. Ft.** i.e. _____ **Sq. Mts.** approx., alongwith an attached balcony admeasuring _____ Sq. Ft. i.e. ____ Sq. Mts., enclosed balcony admeasuring _____ Sq.Ft. i.e. _____ Sq. Mtrs. and Service Area admeasuring _____ Sq.Ft. i.e. _____ on the _____ **Floor** in '____' Wing of the project "_____" more fully described in the "**Schedule B**" hereunder and hereinafter collectively called "**Said Flat**" at or for the price and on the terms and conditions hereinafter contained.
- J.** At the time of or before entering into this Articles of Agreement, the Flat Allottee has:
- Satisfied himself/herself about the terms and conditions contained in this Agreement To Sell.
 - Satisfied himself/herself about the title of the Owners with respect to the Said Land.
 - Satisfied himself/herself about the title of the Developer/Promoters and their right to develop the Said Project and
 - The area and other dimensions and specifications of the Said Flat.

- K.** The Flat Allottee has demanded from the Developer/Promoters and the Developer/Promoters have duly given and the Flat Allottee has duly taken full, free and complete inspection of documents of title relating to the Said Land (including those recited herein above) as also the plans, designs and specifications prepared by the Architect and presented to the authorities and all other documents specified under the Maharashtra Ownership Flats (Regulation of Promotion, Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as "**the Said Acts**") and the rules made thereunder and amended up to date and is/are fully satisfied with the same.
- L.** Annexure with the Articles of Agreement :
- a. Annexure A- Map demarcating the said Land.
 - b. Annexure B – Specifications and Amenities for the Said Flat.
 - c. Annexure C – 7/12 Extract in respect of the Said Land.
 - d. Annexure D – Commencement Certificate dated 23 March 2017 of PMRDA granting permission to commence construction.
 - e. Annexure E – Sanctioned Layout Plan of the Said Project.
 - f. Annexure F – Floor Plan of the Said Flat
 - g. Annexure G – Order dated 17 May 2017 granting non-agricultural permission;
 - h. Annexure E – Certificate of Title dated _____ issued by M/s. Hariani & Co. Advocates and Solicitors.
 - i. Annexure I – FSI Statement
- M.** The Developer/Promoters have represented to the Flat Allottee that the Flat Allottee is entitled to the amenities as mentioned in "**Annexure-B**" to this Agreement in respect of the Said Flat.
- N.** The Developer/Promoter has agreed to sell to the Flat Allottee and the Flat Allottee has agreed to buy from the Developer/Promoters the Said Flat at the price and on the terms and conditions herein contained and for the purpose of sale of the Said Flat and in compliance with the provision of the said Acts, the parties have entered into this Agreement To Sell on the terms and conditions set forth hereunder.

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

1. DEFINITIONS :

The Parties hereto admit and confirm the definitions of certain terms used frequently and specifically in this Agreement as follows:-

- i) **“The Flat”** means a separate and self-contained set of premises including the utility area constructed or to be constructed as per the sanctioned Building Plans of the Said Project for residential and/or non-residential usage such as flat/tenement, bungalow, row house, any premises for residential use, office, show-room, shop, go-down, store room, any premises of commercial usage or for carrying on any industry or business and the premises forming part of the Said Building.
- ii) **“The Carpet Area”** means and includes the net usable floor area within the flat, excluding the area covered by the external walls, areas under the service shafts, exclusive balcony appurtenant to the Said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the Said Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat.

2. ALLOTMENT: -

The Flat Allottee agrees to acquire from the Developer/Promoters **Flat No.** _____ Carpet Area whereof is _____ **Sq. Ft.** i.e. _____ **Sq. Mts.** approx., alongwith an attached balcony admeasuring _____ Sq. Ft. i.e. _____ Sq. Mts., enclosed balcony admeasuring _____ Sq. Ft. i.e. _____ Sq. Mtrs. and Service Area admeasuring _____ Sq.Ft. i.e. _____ Sq.Mtrs. on the _____ **Floor** in ‘___’ Wing of the project “_____” agreed to be acquired by the Flat Allottee described in the **“Schedule-D”** and hereinafter, wherever the context permits, collectively referred to as the **“Said Flat”** to be constructed by the Developer/Promoters on the said Land in accordance with the Plans and Specifications sanctioned by the Collector of Pune and other authorities concerned. The Said Flat is shown shaded red on the Plan/s thereof hereto annexed and marked as **Annexure “___”**. The amenities and specifications pertaining to the Said Flat are shown in the list hereto marked and annexed as **“Annexure-B”**.

3. CONSTRUCTION AS PER SANCTIONED PLAN: -

The PMRDA has already given sanction to layout of the building and proposed building/s to be constructed on the said Land by virtue of DP/BHA/Vill. ManjriBhu./G. No. 93/1A/2/Pra.Kra. 1564/15-16 dated 23 March 2017. The

Developer/Promoters herein hereby expressly agree to carry out construction of the Said Flat as per Building Plan sanctioned by the PMRDA. However, the Flat Allottee herein hereby expressly agrees that the Developer/Promoters herein shall subject to applicable laws, have absolute right to revise the Said Sanctioned Plan in any manner without affecting the Said Flat and separate consent of the Flat Allottee herein for the same shall not be required. The Flat Allottee herein hereby expressly agrees that in case if any separate consent of the Flat Allottee herein will be required due to any reason, the Flat Allottee herein shall give the same without any delay and without demanding any compensation/amount for the same from the Developer/Promoters herein. The Flat Allottee herein hereby expressly agrees that the Developer/Promoters herein shall always have a right to change location of any proposed building as well as shall also have a right to change location of any common areas and facilities including the open space, etc. and for the same no separate consent shall be required from the Allottee herein.

4. TOTAL CONSIDERATION: -

a. The Flat Allottee hereby agrees to purchase the Said Flat, more particularly described in the “**Schedule B**” written hereunder, for the total price / consideration of Rs. _____/- (Rupees _____ only) (“**Consideration**”) which includes the entire price of the Said Flat and also includes proportionate price of all common areas and facilities available in the Said Project

i. The Flat Allottee has paid an amount of **Rs._____/- (Rupees _____ Only)** by Cheque bearing No. _____ dated _____ drawn on _____ as Part Payment of the agreed consideration to the Developer/Promoters the receipt whereof the Developer/Promoters hereby admit and acknowledge.

ii. The Flat Allottee hereby agrees and undertakes to pay to the Developer/Promoters the balance consideration amount of **Rs. _____/- (Rupees _____ Only)** as per the Demand Notice of the Developer/Promoters issued on completion of various stages of work as under:

SR. NO.	AMOUNT	PARTICULARS
1.	Rs. _____/-	Earnest Money at the time of

		Booking/Allotment i.e. 9.5% of the total consideration;
2.	Rs. _____/-	On execution of the Agreement i.e. 20.5% of the total consideration;
3.	Rs. _____/-	On completion of the Plinth i.e. 15% of the total consideration
4.	Rs. _____/-	On completion of the 1st Slab i.e. 10% of the total consideration
5.	Rs. _____/-	On completion of the 5th Slab i.e. 10% of the total consideration
6.	Rs. _____/-	On completion of the all the 6th slab i.e. 5% of the total consideration
7.	Rs. _____/-	On completion of the Walls i.e. 4% of the total consideration
8.	Rs. _____/-	On completion of internal plaster, Flooring, Door & Window Works i.e. 1% of the total consideration
9.	Rs. _____/-	On completion of lift wells i.e. 4% of the total consideration
10.	Rs. _____/-	On completion of staircases, Sanitary Fitting, Lobbies upto level of said flat i.e. 1% of the total consideration
11.	Rs. _____/-	On completion of external plaster i.e. 4% of the total consideration
12.	Rs. _____/-	On completion of external Plumbing, Elevation, Terraces with water proofing i.e. 1% of the total consideration
13.	Rs. _____/-	On completion of lifts i.e. 6% of the total consideration
14.	Rs. _____/-	On completion of water pumps i.e. 2% of the total consideration
15.	Rs. _____/-	On completion of electrical fitting, electro, mechanical & environment requirements, entrance lobby, paving & other requirements i.e. 2% of the total consideration;

16.	Rs. _____/-	At the time of possession i.e. 5% of total consideration;
TOTAL	Rs. _____/- (Rupees _____ only)	

All other sums excluding the total amount of consideration/price which the Flat Allottee herein has agreed to pay to the Developer/Promoters herein details whereof are given hereinafter in this Agreement shall be payable on or before delivery of possession of the Said Flat by the Developer/Promoters herein to the Flat Allottee herein.

Further, if the Flat is ready for possession before the scheduled date mentioned hereinafter, then, the Flat Allottee shall be liable to pay all dues payable to the Developer/Promoters in respect to the Said Flat within 15 days upon receiving intimation from the Developer/Promoters and take possession of the Said Flat.

- b. Prior to the handing over of possession of the Said Flat by the Developer/Promoters to the Flat Allottee in conformity with the terms contained herein, the Flat Allottee shall make payment of the following amounts to the Developer/Promoters as set out in Sub-Clause (d) below which shall be over and above the Sale Price as mentioned in Clause 4 hereinabove:

Particulars	2 BHK Amount
1. Infrastructure Charges	Rs. _____
2. Legal Charges	Rs._____-/-
3. Water Charges	Rs._____-/-
4. MSEB Charges	Rs._____-/-
5. Society Formation Charges	Rs._____-/-
6. Society Membership / Entrance Fee	Rs._____-/-

9. Advance Maintenance Charges for 24 Months.	Rs. . ----- x -----
TOTAL	Rs. . ----- x -----

- c. The Flat Allottee hereby confirms that the consideration and all payments under this Agreement payable to the Developer/Promoters are net payments and all other payments including Sale Tax, Service Tax, VAT, GST, Tax Deducted at Source or any other Tax and all other payments including all kinds of statutory payments and liabilities (whether payable as per present Law/s and/or as per future Law/s including any judicial view, review, interpretation and by any reason/s whatsoever) for sale of the Said Flat to the Allottee herein shall be on account of the Allottee alone and the same shall be paid and/or settled by the Allottee immediately without making the Owners/Developer/Promoters herein liable/responsible for the same in any manner whatsoever. In case of any delayed payment towards any and/or all taxes, duties, levies, cess, etc. whether direct or indirect (including but not limited to Service Tax, VAT, GST, etc.) by the Allottee, the Allottee shall be liable to pay any penalty that may be levied by such authority along with interest @18% p.a. on the delayed payment to the Developer/Promoters or at such rate as the concerned authority may fix along with interest @18% p.a. on the delayed payment to the Developer/Promoters or at such rate as may be applicable under relevant law from time to time.
- d. The Total Aggregate Consideration 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 Allottee 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 Allottee, which shall only be applicable on subsequent payments.
- e. The Developer/Promoter shall confirm the final carpet area that has been allotted to the Flat Allottee after the construction of the Building is complete and the Occupancy 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 3 (three)

percent. The Total Aggregate Consideration payable for the carpet area shall be recalculated upon confirmation by the Developer/Promoter. If there is any reduction in the carpet area within the defined limit then Developer/Promoter shall refund the excess money paid by the Flat Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules formulated under RERA, from the date when such an excess amount was paid by the Flat Allottee. If there is any increase in the carpet area allotted to Flat Allottee, the Developer/Promoter shall demand additional amount from the Flat Allottee as per the next milestone of the Payment Schedule mentioned hereinabove and in any event before the handing over of possession of Said Flat to the Flat Allottee. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause ____ of this Agreement.

- f. The Flat Allottee authorizes the Owner/Developer/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 Owner/Developer/Promoter may in its sole discretion deem fit and the Flat Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- g. The Flat Allottee shall make all payments of the Sale Price due and payable to the Developer/Promoters through an account payee cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **“ARG Buildcon and Associates LLP”** and further the Flat Allottee shall also make the payments of the amounts mentioned in sub-para (b) hereinabove through an account payee cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of **“ARG Buildcon and Associates LLP”**. In case of any financing arrangement availed of by the Flat Allottee with any financial institution with respect to the purchase of the Said Flat, the Flat Allottee undertakes to direct such financial institution to pay all such amounts towards the Sale Price and the Flat Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards Sale Price due and payable to the Developer/Promoters through an account payee cheque/demand draft drawn in favour of **“ARG Buildcon and Associates LLP”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the Said Flat and/or payment under this Agreement and shall be construed as an Event of Default on the part of the Flat Allottee as mentioned in Clause 5 hereinafter appearing.

5. DEFAULT:-

The Flat Allottee herein hereby expressly agrees to pay the entire agreed consideration in respect of the Said Flat to the Developer/Promoters herein as per the schedule of payment given hereinabove together with proportionate share of taxes and the amount of other outgoings as defined in Clause 4(b) shall also be paid by the Flat Allottee directly to the Developer/Promoters. Time is the essence of contract. In case, if the Flat Allottee herein committing 3 (three) defaults of payment of Installments and other amounts due and payable, the Flat Allottee herein shall be liable to pay damages @ of State Bank of India Marginal Cost of Lending Rate + 2% per annum to the Developer/Promoters (as the case may be) herein from the date on which the amount fell due till the date of its actual payment. In case the Flat Allottee herein fails to pay the amount, which is due and payable under these presents along with the amount fell due towards damages at the said agreed rate within a period of one month from the due date, the Developer/Promoters herein shall have a discretion to terminate this Agreement by issuing a notice to that effect to the Flat Allottee herein. Upon termination of this Agreement by the Developer/Promoters herein, the Flat Allottee herein shall cease to have any right or interest to acquire the Said Flat. After termination of this Agreement, the Developer/Promoters herein shall have absolute right and shall be entitled to sell the Said Flat to any person and the Flat Allottee herein shall not raise any objection to the same. Upon termination of this Agreement by the Developer/Promoters herein on account of default as mentioned hereinbefore, the Developer/Promoters shall be liable to refund the entire amount received by the Developer/Promoters from the Flat Allottee herein after deduction of **20% (Twenty Percent)** of the Consideration received hereunder within a period of four months from the date of termination of this Agreement or within the period of one month from the date of resale of the Said Flat by the Developer/Promoters to a third party, whichever is later. It is expressly agreed by the Flat Allottee herein that upon issuance of a termination notice by the Developer/Promoter/s, the Developer/Promoter/s shall absolutely be entitled to sell the premises to any other person by executing Agreement To Sell to that effect and the Flat Allottee herein shall not raise any objection to the same. As such, in short, upon issuance of a termination notice by the Developer/Promoters herein, the Flat Allottee herein shall cease to claim any rights and benefits in regard to the Said Flat on the basis of this Agreement and the only right which shall vest in favour of the Flat Allottee herein shall be to receive the refund of amount paid by the Flat Allottee herein to the Developer/Promoters herein as stipulated herein and in the manner stipulated herein.

6. MUTUAL TERMINATION:

- a. The Flat Allottee/s expressly agrees that in case at any point of time till the handing over of possession of the said Flat, the Flat Allottee/s approaches the Developer/Promoter and requests the Developer/Promoter to cancel/terminate the present Agreement, then the Developer/Promoter if they deem fit and proper shall terminate/cancel the present Agreement by calling upon the Flat Allottee/s to execute and register the Deed of Cancellation and within 30 (Thirty) days of such execution and registration of Deed of Cancellation, the Developer/Promoter shall refund the entire amount of consideration received by the Owner/Developer/Promoter from the Flat Allottee/s till the relevant point of time after deducting 20(twenty) % of the total amount received as and by way of liquidated damages and also deducting the statutory charges that may have been paid by the Developer/Promoter to the concerned authorities on behalf of the Flat Allottee/s.
- b. On the Developer/Promoter accepting the request of the Flat Allottee/s to terminate the present Agreement, the Flat Allottee/s shall be deemed to have surrendered and rescinded all his right, title, share, claim, demand or interest on the Said Flat and the Developer/Promoter shall be free to deal with and dispose of the Said Flat in the manner as the Developer/Promoter deems fit and proper by creating third party rights upon the same without any consent or no objection of the Flat Allottee/s.

7. TITLE: -

The Flat Allottee herein has already made scrutiny of entire record as mentioned hereinbefore and has also satisfied herself that the Said Land is free from any encumbrances and the Owners herein have good, clean and marketable title to the same and the Developer/Promoters herein have a right to sell and transfer the Said Flat. The Flat Allottee herein hereby further expressly agrees that the Flat Allottee herein shall not raise any query in respect of the title of the Said Land and in regard to right of the Developer/Promoters herein to sell the Said Flat to the Flat Allottee herein. The Flat Allottee herein hereby further expressly agrees that the Flat Allottee herein shall not withhold any further payment to the Developer/Promoters herein towards consideration or any other amount as mentioned in this Agreement on account of any query in relation to the title of the Said Land as well as in regard to Said Flat.

8. SPECIFICATIONS: -

- a) The specifications to be used by the Developer/Promoters herein in the Said Flat and in the said Building are mentioned in “**Annexure-B**” annexed to this Agreement. The Developer/Promoters herein shall have a discretion to make any changes in the said specifications without seeking any separate consent of the Flat Allottee herein subject to the condition that the Developer/Promoters herein shall make such changes on account of non-availability of the agreed material of agreed company and under these circumstances, the Developer/Promoters herein shall provide material/equipment of similar standard and the Flat Allottee herein shall not raise any objection to the same.
- b) The fixtures, fittings and amenities provided by the Developer/Promoters in the Said Flat and in the said Building are those which are set out in “**Annexure-B**” hereunder written and Flat Allottee has approved and satisfied herself about the same. It is agreed that if at the instance of the Flat Allottee the Developer/Promoters carry out any additional work/workmanship and/or fit and/or causes to fit additional items in the Said Flat, the Flat Allottee herein shall be responsible to make payments along with service tax in respect thereof as per mutual understanding between the parties hereto directly to the Developer/Promoters.

9. COMPLETION:-

The Developer/Promoters herein hereby expressly agree to carry out construction of the Said Flat as per the Sanctioned Building Plan and thereupon to apply and obtain Occupation/Completion Certificate in regard to the same from the Competent Authority. The Developer/Promoters herein hereby expressly agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the Collector at any time till completion of entire project and also to follow and observe the development control rules and regulations.

10. POSSESSION: -

The Developer/Promoters herein shall deliver the actual possession of the Said Flat to the Flat Allottee herein on or before _____ subject to payment of entire

agreed consideration and all other charges agreed to be paid by the Flat Allottee herein as per the terms of this Agreement. The Developer/Promoters herein shall be entitled to claim extension of said period for delivering possession of the Said Flat on account of any Force Majeure Cause as mentioned herein below. However, in the absence of any Force Majeure Cause, if the Developer/Promoters herein fail to deliver possession of the Said Flat to the Flat Allottee herein within the said stipulated period or within mutually extended period and if the Flat Allottee herein refuses to extend the period if cause of delay is not included in the Force Majeure Clause, then, after expiry of 6 (six) months period from the date of refusal of extension by the Flat Allottee, the Developer/Promoters herein shall be liable to refund the entire amount received towards the Flat cost by the Developer/Promoters except Govt. duties and taxes to the Flat Allottee herein and the Developer/Promoters shall be liable to pay simple interest @ State Bank of India Marginal Cost of Lending Rate + 2% **p.a.** on the amount paid by the Flat Allottee to the Developer/Promoters from the time of receiving the amount till the date of refund thereof along with any other amount that may have been paid by the Flat Allottee to the Developer/Promoters, The Flat Allottee herein shall be liable to execute Deed of Cancellation in order to cancel this Agreement and to register the same. It is, however, clarified that the Developer/Promoters shall be liable to refund the amounts within a period of four months from the date of termination of this Agreement or within the period of one month from the date of resale of the Said Flat by the Developer/Promoters to a third party, whichever is later. It is expressly agreed by the Flat Allottee herein that upon issuance of a termination notice, the Developer/Promoters herein shall absolutely be entitled to sell the Premises to any other person by executing Agreement To Sell to that effect and the Flat Allottee herein shall not raise any objection to the same. As such, in short, upon issuance of a termination notice by the Flat Allottee herein, the Flat Allottee herein shall cease to claim any rights and benefits in regard to the Said Flat on the basis of this Agreement and the only right which shall vest in favour of the Flat Allottee herein shall be to receive the refund of amount paid by the Flat Allottee herein to the Developer/Promoters herein as stipulated herein and in the manner stipulated herein.

- a. The Developer/Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Allottee/s making all the necessary payment as per the present Agreement shall within a period of 7 (Seven) days of obtaining of such Occupation Certificate offer in writing the possession of the Said Flat to the Allottee/s. The Allottee shall accept possession of the Said Flat within a period of 15 (fifteen) days from the date of the Developer/Promoters herein

giving written intimation to the Flat Allottee herein to the effect that the Said Flat is ready for use and occupation subject to payment of entire consideration and all other charges agreed to be paid by the Flat Allottee to the Developer/Promoters herein in respect of the Said Flat by virtue of these presents.

- b. On the Developer/Promoters herein giving 30 (Thirty) days Written Notice to the Flat Allottee to take possession of the Said Flat on payment of the balance consideration and the Flat Allottee failing/neglecting/refusing to take possession of the Said Flat even after paying the balance consideration, then, the Allottee shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Developer/Promoter shall be further entitled to recover the cost of maintaining the Said Flat from the date of expiry of the period of seven days as specified in the Developer/Promoter's Notice upto the date the Allottee/s takes actual possession of the Said Flat..

11. FORCE MAJEURE CLAUSE: -

That in case if the construction work is stopped or suspended due to any of the below mentioned reasons, the entire period of suspension or stoppage of construction work shall not be considered while computing period of delivery of possession of the Said Flat and the period of delivery of possession shall stand extended accordingly. The reasons of stoppage of work may be as follows: -

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, civil commotion or Act of God;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority;
- (iv) Pendency of litigation;
- (v) Delay in grant of any sanction of Plan, NOC, permission, license, approval, connection, installation of any services such as electricity, water, lifts, etc. and/or any extension thereof;
- (vi) Breach on part of the Flat Purchaser and/or obstruction/hindrance by her in construction of the said Building;
- (vii) Any other eventuality which is beyond the control of the Developers including precarious financial condition of the Developers and/or economic down-swing in real estate or any other industry;

- (viii) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developers or its agents including strikes or agitation by the workers or laborers of the Developers or the Contractors or Suppliers.

As such, the Developer/Promoters herein hereby expressly agree to deliver possession of Said Flat within stipulated period subject to this force majeure clause. It is expressly agreed by the Flat Allottee herein that if the work is stopped due to any of the above referred causes, the period to complete the construction work shall be resumed only upon removal of any one or more of the above referred force majeure causes and as mentioned earlier, the period from the commencement of cause/s till the end of cause/s shall be excluded while computing the period of delivery of possession accordingly.

12. USE OF THE SAID FLAT: -

The Flat Allottee herein shall use the Said Flat or any part thereof or permit the same to be used only for the residential purpose for which the Collector and other Authorities have given the sanction.

13. TRANSFER OF THE BENEFITS ACQUIRED BY VIRTUE OF THIS AGREEMENT: -

The Flat Allottee herein hereby expressly agrees that the Flat Allottee herein shall not be entitled to transfer the benefits and rights acquired by virtue of this Agreement in respect of the Said Flat in favour of any person in any manner whatsoever till the Said Flat is duly handed over to the Flat Allottee herein and the Developer/Promoters have received the entire balance amount towards consideration and all other amounts payable by the Flat Allottee herein as mentioned in this Agreement. The same can only be done with the prior written permission of the Developer/Promoters which permission may be granted on such terms as the Developer/Promoters may deem fit and proper.

14. ORGANISATION: -

- a.) On the Developer/Promoter allotting/accepting booking of 51% of the total flats in the Said Project the Promoter shall make the necessary application for formation of a Society/ies under the provision of the Maharashtra Co-operative Societies Act, 1960:

- b.) The Flat Allottee shall become a member of a **Co-operative Society** (hereinafter referred to as the **Association**) of the residential building that shall be formed along with all the other Allottee/s (hereinafter referred to as the **Co-Allottee**) of the respective Flats to manage the affairs of the residential building constructed in the Said Project.
- c.) The Association will be formulated in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and such an Association will be named by such name as may be decided upon by the Developer/Promoters and as may be approved by the Registrar of Cooperative Societies, as the case may be.
- d.) The Flat Allottee shall co-operate with the Developer/Promoters in forming, registering and incorporating such Association and agrees and undertakes to become a member of such Association and from time to time, to sign and execute the applications, forms, writings as may be required and duly fill, sign and return the same within 10 days of the same being forwarded by the Developer/Promoters to the Flat Allottee.
- e.) No objection shall be taken by the Flat Allottee if changes or modifications are made in the name or in the draft bye-laws, rules and regulations of such Association by the authority concerned.
- f.) The Flat Allottee shall be bound from time to time to sign all papers and documents and to do all other things as the Developer/Promoters may require her to do from time to time for safeguarding the interest of the Developer/Promoters and the Flat Allottees of other Flats in the Said Project.
- g.) The Developer/Promoters may form and register separate Associations/Co-operative Society/ies for each building/s constructed on the Project Land /adjoining lands/properties being developed by the Developer/Promoters in future for better, smooth and proper administration.
- h.) The Flat Allottee shall also observe and abide by all the bye-laws, rules and regulations prescribed by the State/Central Government, Corporation of the City of Pune, PMRDA or Association of Flat Owners or any other authority in regard to ownership and/or enjoyment of such Flats.

- i.) The Flat Allottee shall pay proportionate share of all out goings and maintenance costs and general expenses such as insurance, municipal expenses, taxes and cesses, electrical and water taxes and all other maintenance charges of the building including salaries and overheads of the maintenance crew to the Developer/Promoters as may be determined by the Developer/Promoters. In the event of default in paying such expenses, the Developer/Promoters or the organization shall have the right to remove/disconnect such common amenities including water and electricity from enjoyment of the Flat Allottee. No maintenance charges/obligations shall be placed on the Developer/Promoters with regard to Unsold Flats. In the event of default in paying such expenses, the Developer/Promoters maintenance team shall have the right to remove/disconnect such common amenities including water and electricity from the enjoyment of the Flat Allottee.
- j.) The Association shall appoint an agency/committee or the Developer/Promoters, hereinafter referred to as the Maintenance Team to carry out all the day to day activities of maintaining the building, providing for security, housekeeping, paying taxes and other outgoings on behalf of the members of the Association, etc.
- k.) The Association will ensure that all provisions of this Articles of Agreement are carried into effect fully and completely by passing appropriate Resolution/s for the said purpose. The Association and all its members shall also ratify, confirm and adopt the Articles of Agreement and other ancillary Agreements which the Developer/Promoters will enter into with other Allottees of Flats in the said building/s.
- l.) The Association shall take over all responsibilities, liabilities and obligations of its various Flat Owners under the Articles of Agreement/s between them and the Developer/Promoters and shall also be liable in addition to the Flat Allottee/s of different Flats. The Flat Allottee hereby agrees and binds herself to do all acts, deeds, things and execute all documents which the Developer/Promoters may require her to execute to enforce the obligations envisaged in this clause.
- m.) The Developer / Promoter shall within 6 (six) months of receipt of the Completion Certificate / Occupation Certificate of the building comprised in the Said Project, transfer and convey the built-up area / structure of the building in favour of the Associations/Co-operative Society of such building.

- n.) The Developer/Promoter and the Owner shall within 6 (six) months of the obtaining of the Occupation Certificate in respect of the last of the building in the entire layout, cause to transfer to one or more Society/ies or Apex Society/Association, the Project Land by execution of the necessary documents of Transfer in favour of the Association/Apex Society in line with the terms and provisions of these presents. All costs, charges and expenses for the conveyance shall be borne and paid by such Apex Society/Association.
- o.) In the event of the conveyance in favour of Association/Apex Society being registered before the sale, allotment and disposal of all premises, units, other rights in the Said Project and/or in the Proposed Phase by the Developer/Promoters, the power and authority of the Co-operative Society shall be subject to the overall control and authority of the Developer/Promoters in respect of the matters concerning the Said Project and/or the Proposed Phase, the construction and completion thereof and all matters pertaining to the same.
- p.) The Owners/Developer/Promoters shall have absolute authority and control as regards to all aspects of the Unsold Flats including disposal thereof and the consideration thereof shall be disposed off and the Co-operative Society shall treat the buyers of Flats of the Owners/Developer/Promoters as members without charging any premium or any other extra payment.

15. DOCUMENTS OF TRANSFER: -

- a) On formation of a Co-operative Housing Society, the Developer/Promoters herein expressly agree to execute and/or cause the Owners herein to execute requisite documents for conveying/leasing/transferring the Said Land in favour of the Association/Apex Society by executing documents for transfer. It is further agreed that all costs, expenses, government charges in any form whatsoever including premium, nazarana, transfer fees, etc. shall be borne and paid by all the Flat Allottees in the Said Project or the Society that would be formed or the members of such Society in proportionate share.
- b) The Allottee confirms and agrees that the Owners shall be developing the Amenity Land and hence, shall be retaining the ownership and control of the Amenity Land and shall not be transferring the same in favour of the Said Society.

- c) The Allottee confirm that she shall have no claim, right or title in respect of the Amenity Land and the Owners shall be free to sell, transfer, dispose off or deal with the same at their sole discretion.

16. REMOVAL OF DEFECTS IN CONSTRUCTION:-

- a. That the Developer/Promoters herein hereby expressly agree to remove any defect in the building or material used herein within a period of 5(five) years from the date of possession of the Flat being handed over to the Flat Allottee/s and that the Developer/Promoters herein shall rectify the same at their own cost.
- b. It is further agreed that the Flat Allottee herein shall not carry out any alterations of any nature whatsoever in the Said Flat or in the fittings therein, in particular. It is hereby specifically agreed that the Flat Allottee herein shall not make any alterations in any of the RCC structures, fittings, pipes, water supply connections or any other erection in the bathroom, toilet, WC, terrace, etc.. If any of such works are carried out or any heavy loads are stored in the Said Flat, balcony, terrace, etc., any liability including the defect liability shall automatically become void and the Flat Allottee herein shall alone be responsible for it. Further, the Flat Allottee herein will be liable for paying damages, if any, to the Flat Allottee/User of the premises below or any affected premises. If due to the Flat Allottee or any other Flat Allottee's act or negligence, the Flat Allottee's premises is damaged, the repairs shall be carried out by the party responsible for such an act and the Developer/Promoters herein shall not be liable for the same.

17. MAINTENANCE CHARGES: -

- a) The Flat Allottee herein shall be liable to pay for all the running expenses and annual maintenances contracts fees for facilities like DG Sets, lifts and other facilities from the date of possession or the date of completion of Said Flat whichever is earlier.
- b) It is hereby agreed that the Developer/Promoters appointed agency shall maintain the building/s through advances received from the Flat Allottee. The Developer/Promoters herein shall have the sole right to discontinue the maintenance at any time after giving prior notice of thirty days. The Flat Allottee herein has specifically agreed to pay her contribution in advance for running and

maintaining the lifts irrespective of the Floor on which the Said Flat is located and also irrespective of the use of the lifts by the Flat Allottee herein.

- c) It is expressly agreed by the Flat Allottee herein that the Owners/Developer/Promoters herein shall not be liable to pay maintenance charges in respect of Unsold Tenements/Flats to the organization of Tenement/Flat Allottees at any time and to Tenement/Flat Allottee even before formation of organization. In short, only the prospective Flat Allottee of the Developer/Promoters herein shall be liable to pay maintenance charges from the date of acquisition of the same and the Developer/Promoters herein shall not be liable to pay the same at any time.
- d) The Developer/Promoters herein are liable to submit statement of accounts to the organization of Tenement/Flat Allottees only on or after the formation of Society and after its 1st General Body Meeting.

18. PARKING:-

- a. The Developer/Promoters are constructing the parking as per the rules and regulations as prescribed by the Collector and/or PMC/PMRDA. However, as the Parking Spaces available at the disposal of the Developer/Promoters are limited in number, the Developer/Promoters shall be entitled to regulate the allotment and use of the Parking Space and shall allot the same on "First Come, First Served" basis and as such, the Flat Allottee who have not been allotted or allowed to use the Parking Space shall not be entitled to raise any objection, claim or dispute before any forum whatsoever in future.
- b. Once the Developer/Promoters/Owners have allotted the parking spaces to the various Flat Allottees, such allotment of the Developer/Promoters/Owners shall be confirmed by the association of Flat Allottees that may be formed, in the same manner in which the allotment has been made by the Developer/Promoters/Owners.

19. THE FLAT ALLOTTEE HEREIN DOTH HEREBY COVENANT WITH THE DEVELOPER/PROMOTERS HEREIN AS FOLLOWS:

- a) The Parties have further agreed that the Developer/Promoters shall be entitled to enter into agreement, arrangement, venture or understanding with the owner/s of the adjacent lands on the terms and conditions they deem fit and further to

amalgamate the Project Land with other adjacent parcels of land and the Flat Allottee shall not raise any objection to such amalgamation. The Developer/Promoters shall be entitled to submit/revise the Layout and Building Plans for such amalgamated Plan.

- b) To maintain the Said Flat at the Flat Allottee's own costs in good tenable condition from the date of delivery of possession of the Said Flat and shall not do or cause to be done anything to change/alter or make addition in or to the Said Flat or the building in which the Said Flat is situated, stair-case or any passages which may be against the rules, regulations or bye-laws of concerned authority or any other authority or change/alter or make addition in or to the Said Flat and/or the building in which the Said Flat is situated.
- c) Not to store in/outside the Said Flat/Building/Surrounding Area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building or storing of such goods is objected to by the concerned authorities or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passages or any other structure of the building in which the Said Flat is situated including entrances of the building and in case any damage is caused to the building in which the Said Flat is situated or to the Said Flat or any fatality on account of negligence or default of the Flat Allottee herein in this behalf, the Flat Allottee herein shall be liable for all the consequences of the breach.
- d) To carry out at her own cost all internal repairs to the Said Flat and maintain the Said Flat in the same condition, state and order in which it was delivered by the Developer/Promoters herein to the Flat Allottee herein and shall not do or suffer to be done anything to the Said Flat and/or in or to the building in which the Said Flat is situated or the premises which may be in contravention to rules and regulations of the concerned authority. In an event of the Flat Allottee herein committing any act in contravention of the above mentioned provisions, the Flat Allottee herein shall be solely responsible and liable for the consequences thereof to the Collector and/or other public authority.
- e) Not to demolish or cause to be demolished the Said Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Flat or any part thereof, nor any alteration in elevation and outside colour scheme of the building in which the Said Flat is situated and

shall keep the portion of sewers, drains and pipes in the Said Flat and appurtenances thereof in good tenantable repair and condition and in particular so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC Pardis or other structural members in the Said Flat without the prior written permission of the Developer/Promoters herein.

- f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the Said Land and the building in which the Said Flat is situated.
- h) Pay to the Developer/Promoters herein or the Society within seven days of demand, her share of security deposit demanded by any Government body for giving water, electricity or any other service connection to the building in which the Said Flat is situated.
- i) To bear and pay local taxes, NA taxes, water charges, insurance, property taxes and such other levies, if any, which are imposed by revenue authorities and/or Government and/or other public authority, on and from the date of Completion Certificate in respect of the Said Flat or the date of possession of the Said Flat whichever is earlier and also any additional increased taxes, insurance, etc. which are imposed by the revenue authorities and/or the Government and/or other public authority on account of permitted change of user of the Said Flat by the Flat Allottee herein with the consent of the Developer/Promoters herein.
- j) That, the rights of the Flat Allottee herein are strictly restricted to the Said Flat Only.
- k) The Flat Allottee herein shall not let, sub-let, transfer, assign or part with the Said Flat or part with the possession of Said Flat with the license to enter into the Said Flat until all the dues payable by the Flat Allottee herein to the Developer/Promoters herein under this Agreement are fully paid up and only if the Flat Allottee herein had not been guilty of breach of or non-observance of any of

the terms and conditions of this Agreement and until the Flat Allottee herein has intimated in writing to the Developer/Promoters herein in that behalf.

- l) The Flat Allottee herein shall obtain prior written permission from the Developer/Promoters if the Flat Allottee herein intend to transfer or sell the Said Flat, her rights or benefits of this Agreement or give the Said Flat on Leave and License or Lease before the final transfer of the Said Project and the building constructed thereon in favour of the Society/ies. Under these circumstances, the Developer/Promoters herein shall be entitled to charge certain charges to the Flat Allottee herein in regard to giving consent for such transfer. The Flat Allottee is also liable to submit the registered copy of such transfer documents/deeds to the Developer/Promoters herein. Similarly, the Flat Allottee and/or the prospective transferee shall bear all taxes in relation to such transfer and the Developer/Promoters herein shall not be held responsible and liable for the same in any manner.
- m) The Flat Allottee herein shall not be entitled to raise any objection or claim or any reduction in price of the Said Flat agreed to be acquired by the Flat Allottee and/or any compensation or damage on the ground of inconveniences or any other ground whatsoever. It is agreed by and between the Parties herein that even after transfer of the Said Building along with the Project Land in favour of the Flat Allottees' organization and thereafter, if any construction is permitted on any account on remaining part of the Said Project or on any existing building/s, then, the Developer/Promoters herein shall have an absolute right to put up additional construction and storey/floor and the Flat Allottee herein herself or through an organization shall not raise any objection in respect of the same.
- n) The Flat Allottee herein shall observe and perform all the rules and regulations which the Society 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 premises therein and for the observance and performance of the building rules, regulations and bye-laws in force for the time being of the concerned local authority and of the Government and other public bodies. The Flat Allottee herein shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- o) Till the Transfer/Lease Deeds in respect of the respective premises and/or the Project Land are executed, the Flat Allottee herein shall permit the Developer/Promoters herein and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Project Land and the said building or any part thereof to view and examine the state and condition thereof and/or for carrying out any work of construction in the Said Flat /Building or any part thereof on the Project Land.
- p) The Flat Allottee herein shall not obstruct the development work for any reason and in any way.
- q) If the Flat Allottee herein shall desire to fit grills from inside to the Said Flat, the Flat Allottee herein shall do so at the expense of the Flat Allottee herein only as per the designs and specifications approved by the Developer/Promoters herein.
- r) The Flat Allottee herein shall not cause or allow to be caused any nuisance to other Flat Allottees and the Developer/Promoters herein in any manner whatsoever.
- s) The Flat Allottee herein shall be entitled to put up her signage, name boards only on the places specified by the Developer/Promoters herein. The Flat Allottee herein shall be permitted to fit AC Units, Dish Antennae only on the places specified by the Developer/Promoters herein. The Flat Allottee herein shall not be allowed to make any change in the elevation of the building. If the Flat Allottee herein carry on or cause to be carried on any work contrary to the above terms, the Flat Allottee herein shall be liable to incur rectification expenses for the same.
- t) Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Said Land and/or Said Building and/or any part thereof. The Flat Allottee herein shall have no claim, save and except in respect of the Said Flat hereby agreed to be sold to her, in respect of all open spaces, staircases, lobbies, parking slots/spaces, common terrace, garden, recreation spaces, etc. which will remain with the Developer/Promoters herein until the Project Land and proposed building/s is/are conveyed/leased/transferred to the Flat Owners' Co-operative Society, as mentioned herein but subject to the rights of the Owners/Developer/Promoters herein.

- u) That the Owners herein shall have a first charge and lien on the Said Flat in respect of any amount payable by the Flat Allottee herein under the terms and conditions of this Agreement.

Even after the final conveyance/lease/transfer of the Project Land and building/s in favour of the Society, the Developer/Promoters/Owners herein shall have a right to dispose off the Unsold Flats in the said Project in any manner and the sale proceeds thereof shall belong absolutely to the Developer/Promoters/Owners herein and such Flat Allottee shall be accepted as members of such Society. The Developer/Promoters/Owners herein in such case shall not be required to pay any transfer fee to the Society.

20. PROMOTER

- a. The Flat Allottee and the Developer/Promoters herein agree that the Developer/Promoters herein shall be the Promoter under the Said Acts and shall be liable to perform all obligations as Promoter. The Owners shall not be deemed to be the Promoter under the Said Acts.
- b. The responsibility of the Owners is limited to execution of the final document of transfer i.e. conveyance or lease of the Project Land in favour of the Society and the Owners have no other responsibility or liability whatsoever including any future (i.e. Real Estate Regulation Act, Maharashtra Housing Act, etc.) that may come into force during the development of the Project.

21. FSI (FLOOR SPACE INDEX): -

- a. The details of the FSI available for the Said Project is as set out in the Sanctioned Layout Plan as attached at Annexure ____.
- b. The Owners and the Developer/Promoters herein are absolutely entitled to consume the entire FSI in respect of the Project Land available as per prevailing Development Control Rules in the ratio and terms as agreed in the Development Agreement i.e. 40% shall belong to the Owners and 60% shall belong to the Developer/Promoters. The Owners and the Developer/Promoters herein shall jointly be entitled to use and consume additional available FSI in respect of the Project Land by constructing additional premises and the Owners/Developer/Promoters herein shall be entitled to sell the same to different

persons on ownership/lease basis without obtaining consent of the Flat Allottee herein by constructing additional premises and the Flat Allottee herein shall not raise any objection for the same. The Flat Allottee herein hereby expressly agrees that even after formation of the Society, the Owners and the Developer/Promoters herein shall be entitled to use and consume additional FSI availability on any count whatsoever by constructing additional premises and the Owners and the Developer/Promoters herein shall also be jointly entitled to sell/lease such premises to different persons on ownership basis or otherwise to transfer the same and the Flat Allottee herein shall not raise any objection for the same. However, the Developer/Promoters herein hereby expressly agree that the Developer/Promoters herein shall carryout all necessary repairs including repainting of portion of the building if damaged during such proposed construction without any way affecting the Said Flat in any manner whatsoever.

22. TDR (TRANSFERABLE DEVELOPMENT RIGHTS): -

That the Developer/Promoters herein shall be entitled to consume TDR on the Project Land /proposed building at any time in future. The Developer/Promoters herein shall be entitled to consume the same by constructing premises on the existing building and the Owners and the Developer/Promoters herein shall also be entitled to sell/lease premises to different persons on Ownership/Lease basis and the Flat Allottee herein shall not raise any objection to the same. The Owners and Developer/Promoters herein shall be absolutely entitled to submit revised Building Plan/s to Collector in order to consume TDR and shall be entitled to obtain necessary sanction for the same from the concerned authority and no separate consent of the Flat Allottee herein shall be required for the same. The Owners and Developer/Promoters herein shall also be entitled to construct premises in order to consume TDR even after completion of the building and the Flat Allottee herein shall not raise any objection for the same and no separate consent of the Flat Allottee herein shall be required for this purpose.

23. WAIVER: -

Any delay tolerated or indulgence shown by the Developer/Promoters herein in enforcing the terms of this Agreement or any forbearance or providing extended time span to the Flat Allottee herein shall neither be construed as a waiver on the part of the Developer/Promoters herein in respect of breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Allottee herein nor shall the same in any manner prejudice the rights of the Developer/Promoters herein.

24. NOTICES: -

All the Notices to be served to the Flat Allottee shall be deemed to have been properly served if the same are served to the Flat Allottee by Hand/Registered Post A.D. on her address given in the caption of this Agreement.

25. TAXES: -

- a) In the event, any development charges or betterment charges or any premium of tax or luxury tax or any other levy which becomes payable by the Developer/Promoters herein and/or which is legally the sole responsibility of the Flat Allottee herein becomes payable, the Flat Allottee herein hereby expressly agrees to pay the same and/or reimburse the same to the Developer/Promoters herein in proportion to the area of the Said Flat agreed to be purchased by the Flat Allottee herein and in determining such amount, the decision of the Developer/Promoters herein shall be conclusive and binding on the Flat Allottee herein.
- b) The Flat Allottee herein hereby expressly agrees to bear any tax liability in respect of the present transaction arising due to any change or modification/amendment made by State/Central Government in the existing law or due to introduction of new law which includes sales tax, service tax, tax on transfer of property, Works Contract Act, MVAT, L.B.T. and any other Taxes, etc. and the Developer/Promoters herein shall not be held responsible or liable for the same in any manner. The Flat Allottee herein hereby expressly agrees to pay her liability immediately and in any circumstances on or before accepting possession of the Said Flat from the Developer/Promoters herein. The Flat Allottee herein further expressly agrees to pay any such tax liability even after accepting possession of the Said Flat, if the same is arising thereafter and the Developer/Promoters herein shall not be held responsible or liable for the same in any manner. The Flat Allottee herein hereby expressly agree to indemnify the Developer/Promoters herein in respect of any such tax liability arising due to the present transaction at any time and the Developer/Promoters herein shall not be held responsible or liable for the same in any manner.
- c) N. A. and other taxes levied in future in respect of the said building (other than individual taxes, etc.) by the Government shall be paid jointly by the Flat Allottee

herein along with remaining owners/holders of the respective Flats proportionately.

- d) In case if any tax, service tax, levy, assessments, betterment or development charges are levied or are levied with retrospective effect by the local authority or planning authority or any other local or Govt. body or if there is any increase in such taxes, levies, assessments, betterment or development charges or in case there is any increase in the amount of deposit or other charges to be paid for securing water and electricity connection, the Flat Allottee herein shall contribute proportionately towards payments of such taxes and increases in taxes, levies, deposits, etc.

26. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:-

[ONLY FOR INVESTOR]:

The Allottee may sell the Said Flat within a period of 1 (one) year from the date of execution of this Agreement. Hence, the Allottee reserves her right to claim and/or set off and/or adjust the stamp duty paid by the Allottee for this Agreement as provided in Article 5(g-a) (ii) of Schedule I of the Maharashtra Stamp Act, 1958 while selling the Said Flat to any intending Allottee(s) of her choice subject to obtaining the consent/confirmation of/from the Developer/Promoters.

All the expenses of stamp duty, registration charges and all the incidental expenses pertaining to these presents and the final conveyance/transfer have been agreed to be borne and paid by the Flat Allottee herein.

“SCHEDULE – A”

OF THE SAID LAND REFERRED TO ABOVE

- A. All that piece and parcel of land bearing Survey No. 93/1A/2, admeasuring 57 Ares, situated at Village Manjri Budruk, Taluka Haveli, District Pune and bounded as follows:

On or towards East : _____;
On or towards South : _____;

On or towards West : _____;
On or towards North : _____”

B. All that piece and parcel of land bearing Survey No. 93/1A/1/1A/2, admeasuring 10 Ares, situated at Village Manjri Budruk, Taluka Haveli, District Pune and bounded as follows:

On or towards East : _____;
On or towards South : _____;
On or towards West : _____;
On or towards North : _____”

“**SCHEDULE-B**”

THE SAID FLAT REFERRED TO ABOVE

Premises being **Flat No.** _____ admeasuring _____ **Sq. Ft.** Carpet Area together with an attached balcony admeasuring _____ Sq.Ft. i.e. _____ Sq.Mtrs., enclosed balcony admeasuring _____ Sq. Ft. i.e. _____ Sq. Mtrs. and Service Area admeasuring _____ Sq.Ft. i.e. _____ Sq. Mtrs. on the _____ Floor of ‘_____’ Wing of the “**Eastern Elegance**” Project to be constructed on the Project Land described in the “**Schedule-B**” written hereinabove and the Said Flat is shown in Red line/shade in the Plan hereto annexed and marked as “**Annexure-G**”.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SIGNATURES ON THE DAY AND DATE FIRST HEREINABOVE MENTIONED.

SIGNED AND DELIVERED by the)
within named “**OWNER NO.1**”)
MR. IQBAL OSMAN TALAB)
)
in the presence of:-)

)
SIGNED AND DELIVERED by the)
within named “**OWNER NO.2**”)
1. MR.SANJAY ATMARAM GAWADE)
)
2. MR. SUNIL ATMARAM GAWADE)
)
3. MR.DHANANJAY ATMARAM)

GAWADE)
)
4. MR. KAMAL ATMARAM GAWADE)
)
in the presence of:-)
)
SIGNED, SEALED AND DELIVERED by the)
within named "DEVELOPER/PROMOTERS")
ARG BUILDCONAND ASSOCIATES LLP)
through its Designated Partner/Authorized)
Signatory)
_____)
)
)
In the presence of:-)
SIGNED, SEALED AND DELIVERED by the)
within named "FLAT ALLOTTEE ")
_____)
In the Presence of)
)

Witness:

1. Name:

Signature:

Address:

2. Name:

Signature:

Address: