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AGREEMENT

THIS AGREEMENT made at Pune this _____ day of _____ in the Christian year Two Thousand Eighteen.

BETWEEN

M/s. PURANIK BUILDERS PRIVATE LIMITED, (PAN NO. AABCP0109R) a Company incorporated under the Companies Act, 1956 having its registered office at Puranik One, Kanchanpushpa, Kavesar, Ghodbunder Road, Thane (w) – 400 615, Email Id _____ **“the Promoter ”** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title, nominees and assigns) of the FIRST PART;

AND

1] Mr. Jaykumar Babulal Bhandari (Pan No. AARPB9110B)

2] Mr. Shailesh Jaykumar Bhandari (Pan No. AAQPB3892D)

1] & 2] Both R/At: A-3, Abhimanshri Society, Pashan Road, Pune 411008

3] Mr. Anuj Maniklal Bhandari (Pan No. AAQPB3891A)

4] Mr. Rajnish Manikala Bhandari (Pan No. AARPB7222Q)

3] & 4] Both R/At: 1182/1/3, F.C.Road, Shivajinagar Pune 411005.

Through POA holder M/s. PURANIK BUILDERS PRIVATE LIMITED

Email Id _____

Hereinafter collectively called as the **“Owner/s”** (which expression shall, unless repugnant to the context or meaning thereof mean and include their respective heirs, successors, survivors, executors and administrators and assigns) of the SECOND PART;

AND

M/S.B.U. Bhandari Ventures (Pan No. AAKFB0266H) a partnership concern registered with the Registrar of Firms under the provisions of the Partnership Act, 1932 having its office at 1182/1/3, 1st floor, F.C. Road, Shivajinagar, Pune represented by its duly authorized partner/s:-

1] Mr. Jaykumar Babulal Bhandari (Pan No. AARPB9110B) and or

2] Mr. Shailesh Jaykumar Bhandari (Pan No. AAQPB3892D) and or

1] & 2] Both R/At: A-3, Abhimanshri Society, Pashan Road, Pune 411008.

3] Mr. Anuj Maniklal Bhandari (Pan No. AAQPB3891A) and or

4] Mr. Rajnish Manikalal Bhandari (Pan No. AARPB7222Q) and or

3] & 4] Both R/At: 1182/1/3, F.C.Road, Shivajinagar, Pune 411005.

Email Id _____

...hereinafter called as the “**Confirming Party**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners and their legal heirs, executors and/or administrators of the partners and their nominees and/or assigns) of the THIRD PART;

AND

FOR INDIVIDUALS/JOINT ALLOTTEES

1. Mr. _____,

Age: _____ Years, Occupation: _____;

Pan No: _____,

Email Id _____

2. Mrs. _____,

Age: _____ Years, Occupation: _____;

Pan No: _____,

Email Id _____

R./at: _____

_____.

“The Allottee/s” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs executors, administrators, nominees and assigns) of the OTHER PART.

WHEREAS:

- I. Owners herein are in use and occupation of piece and parcel of land bearing Survey Number 12 Hissa No.16/1 admeasuring i.e. 12050 sq. meters and Survey No. 12 Hissa No.17/1 admeasuring i.e. 461 sq. meters i.e. collectively admeasuring in aggregate 12511 sq. meters situated at Village Mhalunge, Taluka Mulshi, District Pune; (Hereinafter collectively/jointly referred as ‘**the said property**’ and severally /separately referred to as ‘**First Property and Second Property**’ respectively) more particularly described in the First Schedule as **I –A and I – B** respectively hereunder written”;
- II. One Mr. Namdeo Genu Padale and Others vide Sale Deed Dated 24/5/2010 have sold/transferred/conveyed the said First property to Shri. Jaikumar Babulal Bhandari, Shri. Rajnish Maneklal Bhandari, Shri. Anuj Maneklal Bhandari and Shri. Shailesh Jaikumar Bhandari i.e. Owners herein with the consent of Mrs. Rajkumari Sunil Mutha.

The said Sale deed dated 24/05/2010 is duly registered before the Sub-Registrar Haveli No.20 at serial no. 4605/2010. By virtue of the Sale Deed dated 24/05/2010 the name of Owners is mutated on the 7/12 extract of the First Property vide Mutation Entry No. 3225 dated 8/7/2010. Thus Owners are the entitled to the first property and is in the actual physical possession of the First property.

- III. One Mrs. Rajkumari Sunil Mutha as sold/transferred/conveyed the said Second property to/ in favour of Owners herein i.e. Shri. Jaikumar Babulal Bhandari, Shri. Rajnish Maneklal Bhandari, Shri. Anuj Maneklal Bhandari and Shri. Shailesh Jaikumar Bhandari vide sale deed dated 4/8/2010. The said Sale deed dated 4/8/2010 is registered before the Sub-Registrar Haveli No.19 at serial no. 7172/2010. Alongwith the said Sale Deed, said Mrs. Rajkumari Sunil Mutha has also executed Power of Attorney dated 4/8/2010 in favour of Owners herein i.e. Shri. Jaikumar Babulal Bhandari, Shri. Rajnish Maneklal Bhandari, Shri. Anuj Maneklal Bhandari and Shri. Shailesh Jaikumar Bhandari, authorizing Owners herein to act on her behalf and do all act as stated in the said Power of Attorney. The said Power of Attorney dated 4/8/2010 is duly registered before the Sub-Registrar Haveli No.19 at serial no. 7173/2010. By virtue of the Sale Deed dated 4/8/2010 the name of the Owners herein are mutated as owner on the 7/12 extracts of the Second Property vide Mutation Entry No. 3278 dated 27/10/2010. Thus Owners are the absolute owners of the Second Property and they are in the actual physical possession of the Second Property. The party of the Second part was desirous of developing the said property through the partnership firm M/s. B.U.Bhandari Ventures being the Consenting party i.e. the party of the Third part and had accordingly constituted a partnership vide a Deed of Partnership made and executed on 12/04/2010.
- IV. By Agreement for Development of Land Jointly dated 17/9/2013(hereinafter referred to as "Joint Development Agreement"), the Owners agreed to jointly develop the said Property with the Promoter on the terms and conditions therein stated on revenue sharing basis as more particularly stated therein. The said Joint Development Agreement is confirmed by the Confirming Party herein. The Said Agreement for Development of Land Jointly dated 17/9/2013 is duly registered before Sub-Registrar Haveli No. 9 at Serial no. 8954/2013.
- V. Owners have also executed power of attorney dated 17/9/2013 in respect of the Said Property in favour of Promoter . The said Power of Attorney is registered before Sub-Registrar Haveli No. 9 at Serial no. 8955/2013. The Confirming party also executed power of attorney dated 17/9/2013 in respect of the First Property and Second Property in favour of the Promoter . The said Power of Attorney is registered before Sub-Registrar Haveli No. 9 at Serial no and 8956/2013.
- VI. One Puranik Buildcon Pvt. Ltd. (hereinafter referred to as "the Buildcon") are developing the adjoining property bearing Survey Nos. 12/3,12/4, 12/5, 12/5/1, 12/12, 12/13, 12/14(part), 12/15(part), 12/16/2 (part) admeasuring in all about 61872sq.mts. (hereinafter referred to as "the Aldea Property"). The said Buildcon is developing the said adjoining properties under the name and style of ALDEA ESPANOLA.

- VII. The said property was land locked and had no direct access to the public road. By Agreement of Road Access and Possession dated 20.12.2010 made between the Owners and the said Buildcon which is duly registered with the office of the Sub Registrar under serial no.HVL-19/2582 the Owners handed over possession of portion of the said property admeasuring about 257 sq.mtr to the said Buildcon. The said portion is shown on the plan annexed to the said Agreement and in lieu thereof; the said Buildcon has permitted the Owners to have access over two portions of their land admeasuring 393 sq.mtr and 257 sq.mtr respectively to enable the Owners to have access to RP Road. The said portions are shown on the plan annexed to the Said Agreement by letter PQRSTU and red colour hatched lines and letter SRVW by green colour hatched lines. Similarly by a separate Indenture the said Buildcon permitted the Owners and/or all occupier and user of the said property to have access through their 12 mtr wide internal road to approach main road/RP road and also allow the Allottees of the Apartment/premises in the building to be constructed by the Owners on the said property to use various amenities including club house and swimming pool in Complex ALDEA ESPANOLA in lieu of the Owner permitting the Allottees of the Apartment/premises of the building constructed by the said Buildcon under the Scheme known as ALDEA ESPANOLA, to use the common amenities and facilities which the Owners/Promoter herein will develop on the said common area of the said plot.
- VIII. Under the said Indenture, it is further agreed that the Allottees of the Apartments in the building will be required to pay maintenance charges for use of club house and swimming pool to the said Buildcon and/or the Society/Apex Body formed by them similar to the amount from the Allottees of the Apartment in the said Complex known as ALDEA ESPANOLA.
- IX. As per the terms and conditions of Agreement For Development Of Land the Promoter Jointly with the Owners are developing the Said Property on 'Principal to Principal basis' sale Apartments and other premises and share the gross sale proceeds generated from sale excluding various charges mentioned in clause 20 herein under and in accordance with Agreement for Development of Land Jointly dated 17/9/2013.
- X. The Promoter proposed to develop the said property by constructing a Building complex consisting of five buildings. As per the plan sanctioned and approved by the Hon'ble Collector, Pune vide Sanction No PMA/NA/SR/201/2013 dated 26/05/2014; on recommendation of Asst. Director Town Planning, Pune vide letter No.: Rekhankan /NABP/ Mau. Mhalunge/Tal.Mulshi /S. No.12/16/1 & 12/17/1/S.S.Pu./5533 dated 24/09/2013, the Promoter had commenced construction, in the meantime, there was a change of planning authority for the said property and Pune Metropolitan Region Development Authority (PMRDA) is appointed as planning authority for the said Property. Pursuant to application by the Promoter, the said PMRDA has amended the said permission dated 24/09/2013 by permission dated 20/1/2016 granted permission to construct five buildings being building Nos. A, B, C-1, C-2 and D. Pursuant to further application by the Promoter, PMRDA by permission cum commencement certificate No. BMU/Mau.Mahlunge/S.No.12/16/1&12/17/7/Prakar/425 dated 21/2/2018 has

amended the permission dated 20/1/2016 and granted permission to construct said buildings A, B, C-1 and C-2 consisting of Stilt Plus 12 Floors and Building D consisting Stilt Plus 10 Floors. The location of the said Five buildings as per the sanctioned plan is annexed hereto as **Annexure A**.

- XI. The Promoter is also constructing and developing said Adjoining and Promoter may further amalgamate the adjoining Property with the said property and may utilize the combine development potential of the Aldea Property and Said Property, the Allottee is fully aware of the same and will not object the same and hereby giving irrevocable consent to amalgamate the said Aldea Property and said Property and use jointly the Development potential.
- XII. The Promoter and/or Owner shall be entitled to develop the said Property by utilizing Floor Space Index ("FSI") and permissible Development Rights (D.R.), Floor Area Ratio (F.A.R.) thereof and/or by acquiring Transferable Development Rights ("TDR") for utilization thereon.
- XIII. The Promoter herein have entered into a standard agreement with their Architect M/s. VASTUSHILPA ASSOCIATES and CRYSTAL ARCH ("SAID ARCHITECT") who are duly registered with the Council of Architects, for Architectural work concerning Development of the Said Property including preparation of the amalgamation and layout and construction plans of the various buildings and further has entered into standard agreement with Structural Engineer Satish Marathe Consulting Engineers ("said STRUCTURAL ENGINEER") for preparation of structural designs and have accepted the professional supervision of Said Architect and Said Structural Engineer till the completion of the said project; subject to the reservation of rights and authority by the Promoter herein to change in the sole opinion of the Promoter, the Said Architect and/or Said Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the project.
- XIV. The Allottee has/have demanded from the Promoter and the Promoter has given inspection to the Allottee of the documents of title, certificate of title of Advocate, Revenue Record (7/12 Extracts and Mutation Entries etc), building plans and specifications approved by the competent authority and all the other documents relating to the Said Property as are specified under the MOF Act and the rules made there under, which is hereby acknowledged and confirmed by the Allottee. Copies of the Non Agricultural Use and PMRDA Order annexed hereto as **Annexure B (Colly)**; sanction plan is annexed hereto **Annexure C**; the property register card/7/12 extracts are annexed hereto **Annexure D**; and as title certificate of Advocate is annexed hereto as **Annexure E**.
- XV. It is an express, essential, vital and integral term and condition of this Agreement that:-
 - i) The Promoter shall be entitled to make any additions, variations, alterations, amendments or deletions to or in the said **Complex**, layout, plans and specifications of the **Constructed premises** in the said building, relocating/realignment of the water, power, sewerage, telephone, gas and other

service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said building as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned authorities;

- ii) The Promoter proposed to develop the said property by constructing a Building complex consisting of Five or more buildings. As per the plan sanctioned and approved by the Collector, Pune vide Sanction No PMA/NA/SR/201/2013 dated 26/05/2014; on recommendation of Asst. Director Town Planning, Pune vide letter No.: Rekhankan / NABP / Mau. Mhalunge / Tal. Mulshi /S.No.12/16/1 & 12/17/1/S.S.Pu./5533 dated 24/09/2013, the Promoter had commenced construction. In the meantime, Pune Metropolitan Region Development Authority (PMRDA) became planning authority to the said property, the said PMRDA pursuant to application made by the Promoter, granted permission to amend the Plan by its letter bearing No. PMU/Mou.Mhalunge/S.No. 12/16/1 and 12/17/1/Pra. Kra 3160 dated 20/1/2016 and has granted permission to construct five buildings bearing building Nos. A, B, C-1, C-2 and D. As per said sanction, permission is received for Buildings A, B, C-1, C-2 consisting of stilt(parking) plus 12 Floors and for Building D consisting stilt(Parking)+3 Floors. Pursuant to further application by the Promoter, PMRDA by permission cum commencement certificate No. BMU/Mau.Mahlunge/S.No.12/16/1 &12/17/7/Prakar/425 dated 21/2/2018, has amended the permission dated 20/1/2016 and granted permission to construct said buildings A, B, C-1, C-2 consisting of Stilt plus 12 Floors and Building No. D consisting of stilt plus 10 Floors. Promoter has constructed two buildings Building No. A and B consisting of stilt(parking) plus 12 floors and has given possession of the said buildings to the Allottee of those building. In this Phase, Promoter is constructing Building C1 and C2 as separate Project. The Building D will be constructed only after further sanction of additional floor upto 12 Floor. Apart from Fifth building i.e Building D, Promoter shall also construct additional building on the said property if plans are sanctioned and approved by local authority. The proposed layout of Buildings is annexed hereto show five buildings however said layout is provisional and Promoter reserves it right to add further buildings and make change in the layout to consume full development potential of the said property. The Allottee is expressly put to the said notice that Promoter is in process to revising the plan and construct additional building and will submit plan for more than 5 buildings to consume full Development Potential of the said property as per development regulation applicable to the said property and Allottee hereby grant informed consent to the Promoter, Owner and Confirming Party to construct such additional construction, and explore full potential of said property as per existing Development regulation or regulation that may come into force before conveyance of said property to Society/Apex Body.

- iii) The Promoter is also constructing and developing said Adjoining and Promoter may further amalgamate the adjoining Property with the said property and may utilize the combine development potential of the Aldea Property and Said Property, the Allottee is fully aware of the same and will not object the same and giving irrevocable consent to amalgamate the Aldea Property and said Property and use jointly the Development potential.
- iv) Under RERA, the Real Estate Project is required to be registered, if the Real Estate Project is developed in phases, every phase is considered as standalone project and it is mandatory to register such phase as a separate Real Estate Project. The Promoter is constructing Five Buildings in the said property being Building No. A, B, C1, C2 and D all consisting of Stilt Plus 12 Upper Floor. Promoter has received permission to construct Building A, B, C1, and C2 upto stilt plus 12 Upper Floor and for Building D, stilt Plus 10 Floor. Promoter will further revise the permission for constructing Building No.D also stilt plus 12 Floors. Promoter has completed construction of Building A and B and has given possession to respective Allottees of the said Building No. A and B and at present constructing Building C1 and C2 and will construct Building D at later stage. The Building No. C1 and C2 are separate Phase of project known as Aldea Annexo, and since each phase is considered as standalone project, the Promoter made an application for registration of Building C1 as a project to Real Estate Authority (**Authority**) under section 4 of RERA and Rules made thereunder. Pursuant to the said application Authority on 25th July, 2017 registered the said project and granted MahaRERA Registration No. **P52100000979**, available at website : <http://maharera.mahaonline.gov.in>. The copy of the said MahaRERA Registration Certificate is attached hereto as "**Annexure F**". Thus Promoter is entitled to develop the said project and sell apartment constructed therein at its sole and absolute discretion for such consideration and on such terms and condition as Promoter may desire.
- v) Allottee is aware of whole scheme of development of the said Property and after being aware of the whole scheme of development, the Allottee made an application to Promoter to purchase and acquire Apartment No. _____ on _____ floor (consisting of Living Room, Kitchen, ___ Bed Room) admeasuring _____sq. mtr. carpet area, alongwith appurtenant area of _____ sq.mtr enclosed Balcony, _____ sq.mtr attached terrace, _____ sq.mtr Wash Area (hereinafter referred to as "the said Apartment") in the Building No. C1 known as _____ (hereinafter referred to as "the said building") alongwith one covered parking spaces bearing Nos _____ situated at Basement/stilt/podium/ or stacked/mechanized Car Parking Space(herein after referred as Car Parking Space)being constructed on the said property. The typical floor plan of said Apartment is annexed and marked as **Annexure "G"**. On representation of Allottee in said application, Promoter has agreed to sell the said Apartment for lump sum consideration of Rs. _____/- (Rupees _____)

_____ only) and Car
 Parking Space for Rs. _____/- (Rupees _____
 _____ Only). The
 aggregate cost of the said Apartment and Car Parking Space is Rs
 _____/- (Rupees _____

_____ only) on the
 terms, conditions, covenants, stipulations and provisions hereinafter appearing. In
 addition to said amount the Allottee has also agreed to pay development charges,
 general charges, stamp duty, registration charges, society formation charges etc
 plus State/Central Goods and Service Tax 2017(**GST**) and if applicable Service
 Tax, Maharashtra Value added Tax, and any other statutory charges/tax.

V. On or before the execution of these presents, the Allottee has paid to the Promoter
 sum of Rs. _____/- (Rupees _____
 _____ only) (the payment and receipt where of the Promoter hereby
 admits and acknowledges) being part of earnest money for purchase of the said
 Apartment and the Allottee has agreed and undertaken to pay to the Promoter the
 balance amount of the agreed consideration in the manner hereinafter mentioned.

W. Under Section 4 of the MOFA and Section 13 of RERA, the Promoter is required to
 execute a written agreement for Sale of the said Apartment with the Allottee, being in
 fact these presents and also to register the said agreement under the Registration
 Act, 1908.

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

1. DEFINITIONS AND INTERPRETATION

A. INTERPRETATION:-

- i. The terms referred to in this Agreement, unless defined otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.
- ii. All references in this Agreement to any statutory provision(s) shall be construed as meaning and including references to: Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- iii. All Annexure, Schedule and documents referred in this Agreement and recital referred herein above shall form an integral part of this Agreement and in the interpretation of this Agreement shall be read and constructed in its entirety.

- iv. References to any document (including the Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.

The terms expressed in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa;

- v. The terms importing the masculine gender also include the feminine gender and vice versa unless the context otherwise requires;
- vi. The terms “include” and “including” shall mean, “include without limitation”.
- vii. The term *Month* shall mean Gregorian Calendar Month;
- viii. The term *Parties* shall mean the Promoter and Allottee collectively;
- ix. The terms *Person/ Persons* shall include corporation and firm as well as individuals; as more particularly stated in Section 2 (zg) of RERA

B. DEFINITION:-

- i. **APEX BODY:-** The term Apex Body shall means any body formed of all Organisation of the buildings in the said property, which will manage all the common amenities and infrastructure in the said property.
- ii. **BANK:-** The term Bank means any Company incorporated under the Companies Act, 1956 or Companies Act, 2013 or State Bank of India Act or Societies Act or any other provision of law and authorized to do business of banking as defined under the Banking Regulation Act by the Reserve Bank of India Act and includes Financial Institution as defined under the Reserve Bank of India Act.
- iii. **CARPET AREA:-** The term Carpet Area means the net usable floor area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee;

- iv. **COMMON AMENITIES:-** The term Common Amenities means all amenities provided in the said Aldea Annexo project

- v. **COMPLEX**:- The term Complex mean cluster of buildings consisting residential and commercial buildings being constructed on the said property by name ALDEA ANNEXO.
- vi. **CONVEY**:- The term convey means to transfer the said building or said property as the case may be, by executing Conveyance in favour of Organisation or Apex Body/Federation.
- vii. **CONVEYANCE**:- The term Conveyance mean transfer of right title and interest in the Building or Said Property to the Organisation or the Apex Body/Federation as the case may be, by executing instrument of Transfer viz Deed of Conveyance or Lease Deed or Transfer Deed etc on the terms and condition as stated in the said instrument of transfer and registering the same as required under Registration Act, 1908.
- viii. **COVERED PARKING SPACE**:- The term "Covered parking space" means an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottee which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include a garage and/or open parking
- ix. **DESIGNATED ACCOUNT**:- The term Designated Account means account in which 70% of the amount realized from the Allottee will be deposited, to cover the cost of construction and Land as required u/s 4 (2) (I) (D) of RERA,
- x. **EARNEST MONEY**:- The term Earnest Money means 10% of the total consideration of the Apartment, which Promoter is entitled to forfeit on termination of Agreement due to breach of terms and conditions of this Agreement
- xi. **FACILITY MANAGEMENT SERVICES**:- The term Facility Management Service [FMS] means services like housekeeping, maintenance of the Buildings, plumbing, electricity, security and of any other general nature for maintaining the said complex and all buildings within the Complex and facility viz. , gardens, common area, common amenities etc.,
- xii. **FIXTURES AND FITTINGS** :- The term Fixtures and Fittings as referred in this Agreement means subject to being provided in the Apartment as per the terms of this Agreement all the fixtures namely Electric Sockets, Switches of Light, Fans, Air Conditioners Fixtures, Security Alarm Systems, Television Aerials and Satellite Dishes, Fire Alarm, Plumbing Installations, Fixed Furniture, Kitchen Units, Built in Wardrobes, Cupboards or Shelf Units. And all the Fittings namely Carpets, Curtains and Curtain rails, Paintings or Mirrors, Ovens, Refrigerators, Washing Machines and Dryers, Beds/Sofas and other free standing Furniture, Lamps and Lampshades and will also include equipment and machines for the building namely Lift,

Sewerage Treatment Plant (STP), Organic Waste Converter (OWC), Water Electric Pumps, Stack Parking System, Generator or any other machineries. The above referred Fixtures /Fittings/Equipment/Machinery are just indications but include any other items of similar nature.

- xiii. **HOUSING LOAN**: - Housing Loan means any loan taken by the Allottee to acquire and purchase the said Apartment from any Bank and/or Financial Institutions by mortgaging or creating charge over the said Apartment.
 - xiv. **INFRASTRUCTURE**:- The term infrastructure means all infrastructures viz Road, streetlights, sewage water treatment Plant or any other similar facilities within the said Aldea Annexo.
 - xv. **INTEREST PAYABLE UNDER RULE**:- The term interest payable under the Rule means interest at the rate of State Bank of India highest Marginal cost of lending rate plus 2% p.a
 - xvi. **INTERNAL STREET**:- The term Internal Street means and includes street laid within the layout of the said property for movement of the vehicle within the said property.
 - xvii. **ORGANIZATION**:- The term Organisation means and includes Society registered under Maharashtra Co-operative Society Act or Company Registered under Companies Act 2013 or Condominium formed under Apartment Ownership Act.
 - xviii. **PLANNING AUTHORITY/ LOCAL AUTHORITY** :-The terms *Planning Authority* and *Local Authority* shall mean and include the Planning Authority and Local Authority for the time being under Maharashtra Provisional Municipal Corporation Act, 1949 and Maharashtra Regional and Town Planning Act, 1966;
 - xix. **SAID PROPERTY**:-The Said property means, part of piece and parcel of land bearing Survey Number 12 Hissa No.16/1 admeasuring i.e. 12050 sq. meters and Survey No. 12 Hissa No.17/1 admeasuring i.e. 461 sq. meters i.e. collectively admeasuring in aggregate 12511 sq. meters situated at Village Mhalunge, Taluka Mulshi, District Pune;
 - xx. **STRUCTURAL DEFECT**:-The Structural Defect means defect in a major element of a building that is attributable to defective design, defective or faulty workmanship, defective materials or any combination of these
2. As a part of development of said Building Complex known as ALDEA ANNEXO, consisting of Building Nos. A, B, C-1, C-2 and D, pursuant to permission granted by PMRDA, PMU/Mou.Mhalunge/S.No. 12/16/1 and 12/17/1/Pra. Kra 3160 dated 20/1/2016 further amended by PMRDA by permission cum commencement certificate No. BMU/Mau.Mahlunge/S.No.12/16/1&12/17/7/Prakar/425 dated 21/2/2018 the Promoter is constructing Building No. C1 on part of said property as shown on the

Plan annexed hereto as Annexure A. in accordance with the plans, designs, specifications approved by Competent Authority and Allottee with only such alterations, amendment, variations, modifications and addition therein as disclosed herein to the Allottee to use full development potential of the Said Property or as may be required by the concerned local authority/Government to be made in it.

3. SALE

(i) The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee Apartment No. _____ (consisting of Living Room, Kitchen, _____ Bed Room) admeasuring _____ Sq. Mtrs carpet area alongwith appurtenant _____ sq.mtr enclosed balcony, _____ sq.mtr Terrace area, _____ sq.mtr Wash area , (hereinafter referred to as "the said Apartment") on _____ floor in Building C1 known as "**Santona**"(herein after referred as said building) being constructed on the said property. The floor plan of the said Apartment is hereto annexed and marked as **Annexure "G"** and the said Apartment is more particularly described in Second Schedule hereunder written for the lump sum consideration of Rs. _____ /-(Rupees _____

_____ Only).

(ii) The Allottee hereby also agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ Basement/stilt/podium/stacked/mechanized for consideration of Rs. _____ /- (Rupees _____

_____ Only)

(iii) The total aggregate consideration for the said Apartment including covered parking spaces is thus Rs. _____ /- (Rupees _____

_____ Only)

(iv) In addition to said amount the Allottee has also agreed to pay development charges, general charges, stamp duty, registration charges, society formation charges etc as stated hereinafter plus State/Central Goods and Service Tax 2017 (**GST**) and any other taxes, cess which may be levied in connection with the construction of said building and developing the said project, upto the date of handing over of the possession of the said Apartment..

4. PAYMENT

i) On or before the execution of this presents, the Allottee has paid to the Promoter sum of Rs. _____ /- (Rupees _____

_____ only) alongwith GST

Rs. _____ /-(Rupees _____

_____) Only) and if applicable Service Tax and VAT and the Allottee hereby agrees and undertakes to pay to Promoter the balance amount of the sale consideration being Rs. _____ /-(Rupees _____

_____) only) alongwith GST and if applicable Service Tax/VAT in the manner as more particularly described in **Annexure "H" hereto**. It is hereby expressly agreed by the Allottee that 10% of the consideration will be considered as Earnest Money. All payment will be made by a cheque/demand draft drawn/issued in favour of "PBPL Aldea Anexo C1 Escrow Account No.57500000039268."

- ii) Said sale consideration will be paid by the Allottee after deducting 1% to be deducted towards Tax Deducted at Source(TDS) under Sec 194-IA of Income Tax Act. The Allottee hereby agrees and undertake to deposit the TDS deducted by him in the Government Treasury as required under Sec 194-IA of Income Tax Act, 1961 and furnish proof of payment at the time of payment of respective installment by issuing TDS Certificate. In the event of the Allottee's failure to deduct and pay the tax as aforesaid, then the Allottee alone will be liable to pay the interest and/or penalty as also for the prosecution if any as per the provisions of the Income Tax Act 1961. The Allottee hereby indemnify and keep indemnified saved, defended and harmless the Promoter in that behalf. The Allottee does hereby irrevocably and unconditionally agree and undertake to execute and sign all such deeds documents forms etc as may be required by the Promoter to claim the benefits of the TDS. Payment by deduction of TDS under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee submitting original TDS certificate and the amount mentioned in the certificate matching with Income Tax Department website.
- iii) The Allottee hereby agrees that, in addition to the sale consideration and other charges, the Allottee shall be responsible and liable to pay GST or any such other levies, statutory charges etc., as may be applicable on transfer and sale of said Apartment by Promoter to the Allottee. The Allottee shall also be liable to pay interest / penalty / loss incurred by the Promoter on account of the Allottee's failure and/or delay to pay GST or any other tax and statutory charges and will paid the same within 7 (seven) days of being called upon by Promoter.
- iv) The amount of GST is as per Central Goods and Service Tax Act, 2017(**GST Act**) is subject to revision as per the applicable rate for the relevant instalments and before taking the possession of the said Apartment, Allottee will pay GST or any other tax (if applicable) with interest and penalty if any on the said taxes or statutory charges. At present 18% interest is payable for late payment, in case of delay in payment of GST, Allottee will be bound and liable to pay interest @18% from due date till payment.

- v) The Allottee will not be entitled to the possession of the said Apartment unless all the Taxes are paid by him to the satisfaction of the Promoter as per the statutory provision at the time of possession of the said Apartment .
 - vi) In addition to taxes, statutory charges as stated herein above, if any other tax, Government or Semi Government charge is applicable or become applicable on any future date for sale of said Apartment. Allottee will be liable to pay all such taxes, Government or Semi Government due alongwith Penalty or interest on the same and Promoter will not be liable to contribute any amount towards such charge taxes, interest, penalty or any other amount.
5. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
 6. The fixtures, fittings and amenities to be provided by the Promoter in the said Apartment and in the said building are those that are set out in Third Schedule hereunder written. None of the fixtures and fittings i.e electrical, plumbing, lifts etc are manufactured by the Promoter but are manufactured by different companies and warranties/ guarantees are given by those manufactures. The Allottee is also hereby informed that those fixtures and fitting are fixed nearly 3-4 months before the issue of Occupation Certificate, therefore the warranty /Guarantee of those fixtures and fitting will start from the date of fixing the same. Promoter is not liable and responsible for any defect in quality of those fixtures and fitting, but will facilitate for enforcing the warranty and guarantee of those fixture and fitting.
 7. The Promoter hereby agree 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 of the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the said Apartment.
 8. The area of the apartment is calculated as per the plan submitted and approved by the Local Authority and building is being constructed as per the approved plans, however actual area of the Apartment may vary due to factors like thickness of wall, plaster, skirting etc. The Promoter will be entitled to have variation of three percent in the area of Apartment (**defined limit**) of the said Apartment. In case of reduction of area i.e more than defined limit, then Promoter will refund the amount or reduce the consideration for said Apartment for the area reduced below the defined limit. In case of increase in the area above defined limit, Allottee will pay for the area increased

above the defined limit. In case of reduction of area below defined limit, Promoter shall refund the excess amount paid within forty-five days from the date when such excess amount was paid by the Allottee with interest thereon at the rate specified in the Rules. If there is any increase in area by more than defined limit, the Promoter shall demand from the Allottee, the additional consideration, which will be paid by the Allottee within 15 days from the date of demand. All these monetary adjustments in price shall be made at the rate of Rs _____/(Rupees _____ Only) per sq.mtr.

Example:- If area of the Apartment is 100 sq.mtr, defined limit is 3 sq.mtr and after measurement if carpet area it is found to be 96 sq.mtr Promoter will refund the amount for 1 sq.mtr only as stated herein above, similarly if area of apartment is found to be 104 sq.mtr, the Allottee will have to pay for additional area of only 1 sq.mtr at the rate as stated herein above.

9. TIME ESSENCE OF AGREEMENT.

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas of the Building to Society of the allottees after receiving the occupancy certificate. The whole complex ALDEA ANNEXO, unless prevented due to Force a Majeure, will be completed on or before December, 2025. This time period is subject to sanction and approval by all competent and statutory authority being granted in time. Promoter will be entitled for extension of time due to Force Majeure and delay in any statutory approval. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him and fulfill all obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

- 10.** As per the progress of construction, on completion of the work, the Promoter will intimate Allottee at the address by Registered Post Ad/courier and email id given by the Allottee in this Agreement and the Allottee will be bound to pay the amount of installments within eight days of Promoter dispatching intimation Under Certificate of Posting at the address of the Allottee as given herein. The Promoter will keep Certificate of their Architects certifying that Promoter has completed the work as stated in the said certificate and said certificate will be open for inspection by the Allottee at the office of the Promoter and such Certificate shall be conclusive proof of completion of respective stages of work. The Allottee is not entitled to and hereby agrees not to raise any dispute to the certificate issued by the Promoters Architect as aforesaid. The respective stage of completion of work mean, completion of work in any of the Apartment in the building, example completion of the flooring means, completion of the flooring in any of the Apartments, similarly it will be applicable to the external plaster, internal plaster etc and it will not be applicable to specific Apartments and the Allottee will be liable to make payment on completing respective work in the building and not his specific Apartment.

- 11.** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.

12. DELAY IN PAYMENT

The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

Without prejudice to the Promoter's other rights and remedies, including its right to cancel and terminate this Agreement, as specified hereinafter, for delay in payments towards the consideration amount and towards all deposits, outgoings and monthly contributions Allottee shall be liable to pay interest as per the Rule.

- i) In addition to the Allottee's liability to pay interest as mentioned herein above, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount/s or due/s whatsoever payable by the Allottee under this Agreement.
- ii) All payments received will be first applied towards applicable taxes then interest payable and then towards other dues, if any, and there after towards the installments. No payment will be received after due date without the payment of the applicable interest, if any as mentioned.

13. FORFEITURE AND CANCELLATION

- i) On the Allottee committing three default in payment on the due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of tax levied by the concerned local authorities and other outgoings) and/or on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter without prejudice to their rights to charge interest, shall be entitled at their own option to terminate this agreement and forfeit the earnest amount in the manner as stated herein.
- ii) PROVIDED HOWEVER that, the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee 15 days prior notice in writing, by registered post AD/Courier at the address provided by the Allottee and by email at the email address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions due to which they intended to terminate the agreement and default shall have been continued by the Allottee in remedying such breach or breaches within 15 days after giving of such notice.

iii) In the event of termination, this Agreement shall stand cancelled and revoked without giving any further notice to the end and intent that the Promoter shall be entitled to dispose off the said Apartment without any reference to the Allottee. Upon such termination, the Promoter shall after deducting earnest money refund to the Allottee, the balance amount without any interest on the amount paid to the Promoter and earnest money shall stand forfeited by the Promoter. The said monies shall be refunded to the Allottee within ninety days from the termination of this Agreement subject to sale of the said Apartment and receipt of sale consideration from the new Allottee equivalent to the amount to be refunded to the Allottee on termination and Allottee executing all documents as may be requested by the Promoter. The Allottee herein on termination of these present shall cease to have any right, title, interest and claim in the said Apartment and consequently shall have no objection to disposal of the said Apartment by the Promoter. The Allottee agrees that the Promoter shall stand acquitted, released and discharged of their obligation to refund the monies as aforesaid upon they drawing a cheque for the said amount to be refunded in favour of the Allottee and sending the same to the address of the Allottee mentioned hereinabove . The Allottee further specifically agree that on Promoter sending the cheque for the refund of the above stated amount Allottee will not be entitled to file any legal proceeding for specific performance of this Agreement.

iv) Upon the cancellation and termination of this agreement, the Promoter shall be at liberty to sell or otherwise dispose off the said Apartment to any other person/party whomsoever at such price, in such manner and on such terms and condition as the Promoter may in its sole, unfettered and absolute discretion as may deem fit and proper and Allottee herein shall not be entitled to raise any objection or dispute in this regard

v) In the event of termination of the agreement as stated herein above, if necessary at the request of the Promoter, Allottee hereby agrees and undertakes to execute a Deed, Document or writing including the Deed of Cancellation to record the cancellation, of this Agreement. Till Allottee executes such Deed, Document or writing as requested by the Promoter, the Allottee hereby authorizes the Promoter to retain part of the amount to be refunded on the execution of such documents as requested by the Promoter. Even in absence of document recording such termination, the Allottee will not have any right, title or claim over the said Apartment on termination of the said Agreement

vi) In the event of cancellation of this Agreement as aforesaid, the Promoter is also entitled to file Declaration with respect to termination and cancellation of this Agreement, before the Sub-Registrar of Assurances.

vii) If Allottee takes housing loan and mortgages the said Apartment to Bank / Financial Institution for securing the repayment of said loan and this Agreement is terminated in accordance with the terms of this agreement. The Promoter will exercise option A or B in following manner.

OPTION A

- a. If the Allottee fails to pay the amounts as per the progress of construction and agreement is terminated, the Promoter will Firstly deduct the earnest money as per the terms and conditions of this Agreement and also all cost and expenses that will be required to execute and register the document for cancellation of this Agreement. Secondly, refund to the Bank/Financial Institution all amounts that are due and payable to the Bank (refund to the Bank will be subject to Bank releasing charge over the said Apartment and executing such deeds and documents that may be required by the Promoter). Thirdly if any amount remains balance after deducting earnest money and making payment to the Bank, the balance amount will be refunded to Allottee. (Subject to Allottee executing deeds and documents as called upon by the Promoter).
- b. If the amount paid to Bank in the manner as stated herein above is less than amount due and payable by the Allottee to the Bank as per terms and conditions of agreement between Bank and Allottee, the charge of the Bank on the said Apartment shall be deemed to have been released. The liability of the Promoter is only to refund the amount received from the Allottee after deducting earnest money and Bank will not be entitled to demand, from the Promoter any amount more than aforesaid amount and payment of the said amount to the Bank will be deemed that charge of the Bank on the said Apartment is released irrespective of whether entire amount due to the Bank has been received by the Bank or not. If Bank receives amount less than their entitlement under the agreement between Bank and Allottee, Bank will have right to take appropriate recovery proceeding against the Allottee for recovery of the balance amount.
- c. The aforesaid payment will be paid to the Bank/Allottee only upon the Promoter selling the said Apartment and receiving from the New Purchaser the amount equivalent to be refunded to the Bank/Allottee.
- d. In case of termination due to breach of terms and conditions of agreement by the Allottee, the Allottee will not be entitled to any interest on the amount paid to the Promoter

OPTION B

In the alternative if the Allottee defaults in making payment and Allottee is not ready and willing to pay the balance amount, but the Bank is ready and willing to pay the balance amount due and payable in respect of this Apartment as per the terms and conditions of the agreement. In that case the Promoter will be at its sole discretion entitled to accept the balance amount from the Bank and give the possession of the said Apartment to the Bank or its Authorized Officer.

In such circumstance, on Promoter giving the possession of the said Apartment to the Bank, it will be deemed that possession of the said

Apartment has been given to the Allottee in compliance with the terms and conditions of this agreement.

DEFAULT IN PAYMENT OF BANK.

Before handing over the possession of the said Apartment, if default is committed by the Allottee in repayment of housing loan as per the terms and conditions that may be agreed between Bank and Allottee and Allottee fails to pay the installments for repayment of loan and thereby commits breach of agreement and bank in enforcement of the terms and conditions of the agreement with the Bank shows its readiness and willingness to pay the balance amount and calls upon the Promoter to handover the possession of the said Apartment. In that case Promoter is entitled to accept balance amount from Bank and give possession of the said Apartment to the Bank. But before exercising this option, the Promoter will give seven days' notice to the Allottee informing its intention to accept balance from the Bank and desire to handover possession of the Apartment to the Bank. In response to notice of intention of Promoter to accept balance amount and handover possession to the Bank, if Allottee pays the balance amount within 7 days as stated in the notice, then Promoter will accept the same and handover possession of the Apartment to Allottee. If Allottee fails to pay balance within 7 days, the Promoter at its sole discretion may accept the balance amount from Bank and handover the possession of the said Apartment to the Bank.

14. POSSESSION OF THE APARTMENT

Time will be essence of contract for the Promoter to endeavor to hand over possession of the said Apartment to the Allottee on or before _____. PROVIDED FURTHER that the Promoter shall be entitled to extension of time for giving possession of the said Apartment on the aforesaid date, if the completion of the said Building in which the said Apartment is situated is delayed on account of:-

- i. Non availability of steel, cement, other buildings material, water or electric supply;
- ii. War, Civil Commotion or Act of God or any other prohibitory order;
- iii. Any notice, order, rule notification of the government, court and/or other public or competent authority.
- iv. Any delay by competent Authority/Local Authority in issue of Occupation Certificate/ Completion Certificate or any other permission/approval/ sanction.
- v. Any circumstance which has disturbed the schedule of the construction.
- vi. Any other reason or circumstance beyond control of the Promoter, or which are not caused by the Promoter.

If Promoter is unable to give possession of the said Apartment to the Allottee for reasons beyond their control as stated hereinabove the Allottee shall not be entitled to any damages or compensation for delay in handing over the possession of the said Apartment.

The Promoter on complete development of the said building and after obtaining all NOCs from the various concerned Government / Local Authorities will make an application for Occupation Certificate. However if the Local Authority delay in issuing of Occupation Certificate beyond 21 days period after submitting the application, the same shall not be construed as delay on the part of the Promoter in obtaining Occupation Certificate.

15. DELAY IN POSSESSION

A. If the Promoter is unable to offer the possession of the said Apartment to the Allottee on its due date (with permitted extension of time attributable to Force Majeure event) or mutually agreed extended period for possession, the Allottee is entitled to either of following.

- (i) The Allottee is entitled to terminate this agreement by giving written notice (**Termination Notice**) to the Promoter by Courier/Registered Post AD/ email at the address provided herein. On receipt of such termination notice this agreement will stand cancelled and terminated. Upon termination of this agreement the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever against the Promoter or in respect of the said Apartment and the Promoter will be entitled to deal and dispose off the said apartment to such person and for such terms and conditions at its absolute discretion may deem fit and proper. After termination of this Agreement, Promoter will refund the amount paid with interest as per the rule from the due date for the possession of the said Apartment and compensation of Rs.1,00,000/- (Rupees One Lakh only). The said amount will be refunded only upon Allottee executing Deed of Cancellation or any other documents as may be required by the Promoter and registering the same before the Sub-Registrar of Assurance. If Allottee is member of organization formed by the Allottees, Allottee will surrender his right title and interest in such Organisation in favour of Promoter or its nominee. The said liquidated damages will be paid only if the Allottee has paid minimum 90% of the aggregate consideration payable under the said agreement and have not committed any breach of terms and conditions of the Agreement. OR Call upon the Promoter by Written Notice (**Interest Notice**) by Registered Post AD/Courier/Email to pay the interest as per the rule for delay from the due date of possession till date of offering the said apartment by the Promoter to the Allottee and such interest shall be paid by the Promoter at the time of Allottee taking possession of the said Apartment.

- (ii) The Allottee will have to exercise his right to terminate agreement or claim interest, by issuing Termination Notice or Interest Notice, within 30 days from the due date of possession or mutually agreed extended date of possession. If the Allottee fails to exercise his right to terminate agreement or claim interest within 30 days, from the due date of possession or mutually agreed extended date of possession, it will be deemed that the Allottee has waived his right to terminate the agreement and also claim interest and also compensation as hereinabove referred

- B. Once Termination Notice or Interest Notice is issued by the Allottee, for delay in giving possession or not giving possession of the said apartment, the Allottee will not be entitled to any other remedy other than as stated herein and Allottee hereby waives his right against the Promoter for any specific performance of agreement or claim of any other loss or damages.

16. LIABILITY OF ALLOTTEE ON DEEMED POSSESSION.

- a. The Promoter, upon obtaining the occupancy certificate from the competent authority, shall give written notice to the Allottee intimating that the said Apartment is ready for use and occupation and offer possession of said Apartment on payment of balance amount. The Allottee shall pay the balance amount and take possession of the said Apartment within seven days of the Promoter intimating him, in the event of the Allottee for any reason whatsoever failing and/or neglecting to pay balance outstanding amount and take possession of the said Apartment within the stipulated period, the Allottee for the purposes of this Agreement shall be deemed to have taken possession on the expiry of the seventh day from the date of issue of said notice and Allottee will be liable to pay all outgoing charges, cost and maintenance as required to be paid under any statute or under this agreement or any other service being provided to the said building or Apartment. Before taking possession of the said Apartment the Allottee shall sign and/or execute all writings and papers as may be reasonably required by the Promoter including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary. Under no circumstances the Allottee shall be entitled to the possession of the said Apartment unless and until all the payments required to be made under this Agreement by the Allottee have been made to the Promoter and other obligation terms and conditions agreed by the Allottee and mentioned in this Agreement are carried out fully by the Allottee. It is specifically agreed by the Allottee that, he waives his right to claim charge u/s 55 of Transfer of Property Act on said Apartment till he pays entire consideration and other charges as per this Agreement.
- b. The Promoter is aware that the said Apartment and all fixtures and fitting in the said Apartment will get damaged due to non-utilization of the same, therefore if the Allottee fails to take possession of the said Apartment on being offered by the Promoter, by payment of balance amount as demanded by the Promoter, the

Promoter will not be liable and responsible for any damages that may be caused to said Apartment due to non usage of said Apartment and all fixtures and fitting in the said Apartment. The Allottee will not claim any compensation for any such damage to the said Apartment and all fixtures and fitting in the said Apartment.

17. DEFECT LIABILITY PERIOD

A. If within Five years from receipt of Occupancy Certificate, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the said Buildings in which the said Apartment is 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 their own cost and expenses, PROVIDED Allottee has not caused any such damages to the said Apartment by doing any addition/alteration to the said Apartment or are not due to reason as stated hereunder in the exclusion clause. If such damages are caused due to any such addition/alteration the liability of the Promoter will automatically cease and Promoter will not be liable and responsible to rectify/repair such defect or any damages suffered by the Allottee. The minor temperature/ shrinkage, creep crack, which are inherent to concrete curing process, will not be considered as structural defect. The defect liability is not applicable for any fitting and fixture, which are manufactured by the third Party as they are covered by Warranty/Guarantee provided by manufactures of those fixtures and fitting and Promoter will facilitate the enforcement of Warranty/Guarantee against such third Party.

EXCLUSIONS:-

The Promoter will not be liable and responsible if structural defect is caused due to any of the reasons as stated hereunder:-

- i. Damage caused to column beams, walls, slab, RCC or Water Proofing by any act of the Allottee.
- ii. Damage caused due to fixing of grill, AC, furniture, electrical or other similar fixtures and fitting or by drilling, hammering, chiseling, core cut, Chipping on any of the elements like column, wall, beam, slab etc.
- iii. Dampness not arising due to failure of structural load bearing element of the building.
- iv. Any other act or omission of the Allottee or anyone occupying the said apartment.
- v. Any result of act of civil or military authorities or acts of war, riot, insurrection, or civil commotion or flood or earthquake
- vi. Normal wear and tear of the building
- vii. Normal shrinkage, creep of materials caused by drying after construction

- viii. Damage caused by dampness or condensation due to failure by the Allottee to maintain adequate ventilation.
- ix. Damage resulting from improper maintenance
- x. Alterations, deletions or additions made by the Allottees to the said apartment.
- xi. Subsidence of the land around the building, for any reason not attributable to the Promoter.
- xii. Damage resulting from an act of God
- xiii. Damage caused by insects, rodents, termites etc.
- xiv. Or damage to the structure due any work done by any other allottee in the said Building, which has created structural defect to the said Apartment
- xv. Or any other reason of similar nature and which is not caused due to any act or omission of the Promoter.

B. NATURAL MATERIAL

- i. Promoter cannot assure natural material like marble, stones, woods etc. to have uniform texture, colour etc, as those materials are not manufactured and come with inherent non uniform texture colour etc. Allottee will not hold Promoter responsible and liable and insist upon all marble, stone, woods etc to be identical. If those natural materials are not identical to other natural material used in the Apartment, it will not be considered as of defective quality. Over a period of time natural material may lose its colors, shine, texture, break, expand or damage or lose bonding with wall or any other material etc and Allottee is aware of it will not consider it as defective material or poor workmanship. The Allottee is aware of inherent nature of those materials and Promoter cannot give any warrantee and guarantee of such natural material and damages occurring to those materials will not be covered under the defect liability period. Similarly colors of all tiles may not exactly match, it may have slight variation within permitted degree.

C. ELECTRICAL ACCESSORIES (SWITCHES AND PLUGS) :-

Electrical switches, plugs, wires are manufactured by the third party and are of ISI mark and carries warranty from the manufacturer. But such Warranty / Guarantee is also subject to proper use by the Allottees. The Promoter will not be liable and responsible about the quality of the said electrical accessories after the warrantee period and the said switches have normal wear and tear. The switches in particulars are susceptible to damage on basis of number of times the switches are used may damages with warranty period. Promoter liability will be limited for damage of any fixture within warranty period to facilitate the replacement if permitted.

D. FIXTURES, FITTING AND EXTERNAL AMENITIES WITHIN COMPLEX

i. LIFT

The Lifts which are installed in Building are of reputed brand and always have warrantee of one year. The warranty starts from the day of installation of Lifts in the Building. The installation is normally done 3-4 months before issue of occupation certificate by the Local Authority, since working lift is one of the requirements for obtaining Occupation Certificate. During warranty period manufacturer, does periodic maintenance work. After Warranty Period it will be responsibility of the Organisation to properly maintain the lift by regular servicing of the lift through manufacturer or Authorised Service Provider of the manufacturer and timely replacing the spare parts and consumable of the lift. All cost and expenses for maintenance, spares and consumable will have to be borne by Allottee/Organisation and Promoter will not be liable to contribute any amount towards such expenses. In spite of all precautions lift can occasionally malfunction due to variety of reason viz Voltage fluctuation, overloading etc, which are beyond anyone's control and promoter will not be held and responsible for such malfunction.

The Allottee or its organization will not make any grievance about such malfunctioning and will not hold Promoter responsible and liable for any incidental loss or damages to the Allottee or anyone on his behalf.

It is mandatory as per the provisions and rules of Maharashtra Lift Act, 1939 and Maharashtra Lift Rules, 1939 respectively, to get lift inspected every six months and breach of the said provisions and rules may invite penalty under the said act.

Allottee and all other user of the lift are expected to use lift in normal prudent manner and will not do any act that would make warranty void. Allottee and Organisation will not do any act, which will damage or break any part of lift or any of its accessories, which result in improper functioning of the lift.

ii. MACHINERY/EQUIPMENT

Machinery/Equipment viz STP, Generator system etc. are manufactured by the some known brand having good reputation in the industries. They also come with Warrantee/Guarantee period and after the period of warrantee/guarantee, Organisation will award maintenance contract to authorized service provider of the manufacturer. All Machinery/Equipment, in spite of all precautionary measures, may occasionally malfunction, which cannot be avoided. The Allottee or its organization will not make any grievance about malfunctioning and will not hold Promoter responsible for such malfunctioning and any incidental loss or damages to the Allottee or anyone on his behalf.

- iii. Some of the equipment/amenities/facilities require regular maintenance service through Authorised Service Provider to maintain it in proper condition. Allotted organization will be responsible to award Annual Maintenance Contract (AMC) to authorized service provider of the equipment and to ensure that all consumable and spare parts of Original Equipment Manufacturer (OEM) are used and not any other substitute. If the Allottee fails to make AMC and/or replaces spare with other than OEM and said equipment get damaged, the Promoter will not be held responsible and liable for any damages to those equipment. Similarly some of the equipment requires regular operation, maintenance and usage and if are left unoperated/unused for longtime it may start rusting and may become redundant and unusable, therefore the Allottee or its organization will have to ensure that it is regularly used, inspected and serviced. If the Allottee or their organizations fail to maintain the same as per maintenance manual, Promoter will not be responsible or liable for nonfunctioning and any loss or damages due such nonfunctioning. If such equipment remains unused and gets damaged, defect liability of such equipment will become automatically null and void. **For Example :-** Fire Prevention System, the said system should be regularly serviced and inspected to ensure that it is working. Similarly Sewerage Treatment Plan (STP) has to be continuously operated without any and also specialized person has to monitor the STP all 24 hours of the day. These are only few illustrations, similarly this will be applicable to DG Sets, Organic Waste Converter (OWC) etc.
- iv. The Allottee or the Organisation, at its own cost will renew and maintain all Annual Maintenance Contract (AMC) of all equipment's viz Lift, STP, Fire Fighting System and all other amenities provided to the said Building or said Complex from the authorised Service Centre. If Allottee or its Organisation fails to renew any of the AMC and those equipment's suffer damage Promoter will not be held responsible for such damages to such equipment nor any incidental damages.
- v. The Allottee hereby undertake, he will not do any act or omit to do any act which would damage said Apartment or part of the said Building or any machinery/equipment provided within the said Apartment/Building/Complex and hereby indemnify and keeps indemnified the Promoter against all cost, expenses, charge and damages that Promoter and/or any other Allottees or anyone in use and occupation of any other Apartments in the said building/complex may suffer to due to any such act or omission of the Allottee, at any time after handing over possession of the said Apartment.

18. REFUND

- a) The Promoter for any reason is unable to construct said Apartment, as stated herein the Promoter shall repay the amount paid by the Allottee with interest @ 9% p.a. from the respective date of payment save and except refund of the amount paid by the Allottee alongwith the interest, Allottee will not be entitled to any other amount and on tender of the amount paid by the Allottee with interest thereon @9% p.a. Allottee waives his right of Specific Performance of this

Agreement. Promoter has exclusive discretion to decide whether, Promoter is able to construct the building or not and if Promoter comes to conclusion that the construction of the building is not possible for any reason, the Promoter shall refund the amount paid by the Allottee alongwith interest thereon at @ 9% p.a. and on tender of said amount alongwith interest thereon @ 9% p.a. by cheque or otherwise alongwith the letter informing Allottee inability to do the construction and handover the apartment, the relationship between Promoter and Allottee will ipso facto come to end and Allottee will not have any claim against the Promoter or said Apartment.

19. Allottee is aware that, if due to any amendment to Development Control Regulation or any other enactment, if Promoter is required to make any amendment to the said sanctioned plan, Allottee hereby gives his irrevocable consent to Promoter to amend the said Sanctioned plan as per the said amended provision. If due to said amendment if area of the said Apartment is increased by more than 1% of the area agreed to the sold, Allottee will pay additional amount to the Promoter at the rate as agreed herein, Similarly if there is decrease in the area agreed to be sold by more than 1% of the area agreed to be sold, Promoter will reduce the amount to be paid by the Allottee to the Promoter. Allottee specifically agree that such reduction or increase in the area will not be deemed to be breach of any of the terms and condition of this agreement.
20. The Promoter shall be at liberty and be entitled to complete any wing/part/portion/floor in the said Buildings and apply for and obtain part-Occupation Certificates and give possession thereof to the Allottee of the said Apartment, and the Allottee herein shall not object to the same and also shall not obstruct or object to the execution of such works for completing the building, even if it causes any nuisance or annoyance to him or other Occupants of the said Apartment. However Promoter will ensure that such nuisance is minimum in course such development.
21. The Allottee, in respect of the said Apartment, shall be liable to bear and pay from the date of the said buildings is completed and possession of the said Apartment is offered or deemed to have taken, his share of the outgoings, maintenance charges, property taxes, nonagricultural taxes, insurance premium, parking charges, costs of painting the said buildings, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, maintenance of Sewerage Treatment Plant(STP), open spaces and other parts of the said buildings, operation and maintenance and repairs of lifts, water pumps, lights, costs of water power and utility charges, equipment's and other services, salaries of all staff including manager, chowkidars, sweepers liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said buildings and such other expenses as are necessary or incidental for maintenance and upkeep of the said buildings, said complex, said Property, to all government, semi-government local and public and/or private bodies and authorities, including the Local Authority or Municipal Corporation, the Collector etc.

22. A) Promoter will provide electricity connection through Maharashtra State Electricity Distribution Company Limited (MSEDCL) or any other electricity supply company providing electricity in the said area, however, Promoter will not in any manner be responsible for the supply of electricity by MSEDCL or any such other company. The Allottee is further aware that Promoter will not be responsible for any faulty installation of meter or regular supply of electricity.

B) Subject to water connection being granted by the local authority, Promoter will provide water connection to the said Apartment, however Promoter will not in any manner be responsible or liable for supply of water to said Apartment. Promoter at the cost and expenses of Allottee/Organization may facilitate for provision of water either through bore-well (subject to permission from authority and availability of ground water) or tanker or any other source. The Promoter if requested by Organization of Allottee at the cost of Organisation/Allottee will create suitable infrastructure for treatment of raw water for domestic consumption, which may not be suitable for drinking. The Allottee is thus aware of source of water supply, agrees to pay necessary water charges, tanker charges, will not object the same, and shall keep Local Authority/Sanctioning Authority/Promoter indemnified against all claims and damages due to anything related to water supply

23. ORGANISATION AND CONVEYANCE

- a. The Promoter shall form and register separate Organisation of Allottees of each building in the said property and shall form Apex Body of all the Organizations in the said property.
- b. The Promoter will make an application for formation of organization. The Allottee shall actively assist and co-operate for formation and registration of such Organization and for that purpose from time to time sign all applications, letters, writings, document, bye laws and return the same to the Promoter within seven days of receipt thereof without objecting to any changes, modifications as may have been in the model bye law by the Promoter and also do all other acts, deeds, matters and things as the Promoter may reasonably require for registration of the Organization of the said Allottee. The Promoter may decide in its sole, absolute and unfettered discretion the name of such Organisation (which name shall not be changed by the Allottee or the said Organization without the prior written permission of the Promoter). Promoter will not be responsible for any delay caused due to time taken by the Allottee or any other Apartment Allottee to sign and execute the application form and other documents required for formation of the organization.
- c. The Promoter will not be responsible for the time taken for the registration of the Organisation, his responsibility will be to make application in the format and the manner as required under applicable Act.
- d. The said Organization shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations

and provisions of this Agreement, or such of them as the Promoter may require, and agreeing and undertaking to be bound by the same, and the Allottee shall vote in favour of such resolutions.

- e. Promoter shall become member of the said Organisation in respect of unsold Apartment and Promoter shall be liable to pay only the Municipal taxes any other Government charges at actual, and no other maintenance charges in respect of the unsold Apartments. When such Apartments are sold by the Promoter, the Organisation shall admit such Allottee as members of such Organisation without charging any premium or any other extra charges for the same save and except entrance Fees for membership and fully paid value of the shares, of the Organisation along with his application for membership. The Promoter will be entitled to mortgage all unsold Apartments to Bank/Financial Institution or any person for raising finance to the Promoter and said Organisation will record the Mortgage in their books as and when said Bank/Financial Institution intimates the said Organisation. It is specifically agreed that for mortgaging the said unsold Apartments, No Objection Certificate (NOC) will not be required from the Organization formed of all the Allottees.
- f. On completing 1 year, after developing the said property by utilizing full development potential of the said property as per the D C Regulation by use of FSI or TDR or any additional FSI by payment of premium or in any other manner and receiving Occupation Certificate of last such building to be constructed on the said Property and upon the Promoter selling / transferring / allotting all the Apartments constructed in the said complex, and upon the Promoter receiving the entire payment (towards the consideration, deposits, outgoings or otherwise) due and payable to it under all Agreements for Sale executed with all Allottees of the Apartment, the Promoter will convey said building excluding basement and podium to the Organisation of the Allottees.
- g. The said Apex Body of all Organisation, within the said Complex will be formed only after entire development of the said property is completed by using full development potential of the said property as per existing D C Regulation and also future amendment and enactment as may be applicable to the said property by use of FSI, TDR or FSI on payment of premium as in any other manner and after 2 years from receiving Occupation Certificate of last building constructed on the said property.
- h. Within 2 years after formation of the Apex Body, Promoter will cause to execute conveyance of the said Property in favour of Apex Body which is inclusive of all area underneath all buildings including basement, podium, garden, playground, open space, road, infrastructure viz. STP, sub-station (if any), common electricity or any amenities.
- i. Thus Organisation will hold said building excluding basement and podium and Apex Body will hold the said property including basement, podium, garden, playground, open space, road, infrastructure viz. STP, sub-station (if any),

common electricity or any amenities for the benefit of all user and occupier of the said property and also for the benefit of any other property as per the Agreement with the owner of the adjoining property.

- j. Until such Conveyance is executed, the right of the Allottee shall be confined only to the respective Apartment and the Allottee and/or the Organisation to be formed for the purpose of the maintenance of the said Building shall have no right on any portion of the said property. The conferment of right shall take place only on the execution of the Conveyance in favor of Organisation/Apex Body as aforesaid. Unless all the Allottee of Apartment and other premises in the building, have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance, to the Promoter, the Promoter shall not be bound to execute or cause the conveyance to be executed in favor of the Organisation or the Apex body as the case may be.
- k. The decision of the Promoter whether full development potential of the said property is consumed or not shall be final and binding upon the Allottee and all organizations.
- l. The Organization will be responsible for maintenance and administration of the respective building and Apex Body will be responsible for administration maintenance and management of the lay-out common roads, gardens, open spaces, common Waterlines, sub-station (if any), common electricity lines up to individual buildings, security services and other common services facilities, conveniences and amenities in the said Complex.
- m. The Allottee shall be entitled to use the common area and external facilities as per the terms set by the Promoter till it is handed over to the Organisation/Apex Body. After handing over of the said property to the Organisation/Apex Body, Organisation/Apex Body shall maintain said common areas and external facilities. Apex Body hereby envisaged shall have every right to give to any person/s and/or parties and/or entities permission for user of all the said common areas and external facilities on such terms and condition as Organisation /Apex Body may deem fit. It is clearly understood by the Allottee that no right or interest of the Allottee is being hereby created in the said common areas and external facilities. The Allottee hereby acknowledges and admit that the said Organisation/Apex body, in making such rule for use of such common facilities take into consideration any agreement / arrangement which Promoter might have arrived with owners of adjoining property.
- n. The Organisation/ Apex Body as the case maybe shall under guideline of the Promoter frame such rules, regulations and bye-laws for the effective maintenance/management of the infrastructure and all amenities and the same shall be binding and shall have full effect and full force against the Allottee of Apartment in the buildings constructed on the said Property. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Organisation/ Apex Body shall be liable to such action as stated in the said

rules, regulations and bye-laws as the Apex Body may determine from time to time.

- o. The Allottee hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Organisation/ Apex Body from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of all infrastructure and amenities with the said property.
- p. If necessary, Allottee undertakes to become member of Apex Body that may be formed by the Promoter to run, manage and maintain the amenities and shall abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of its use and enjoyment thereof, as may be framed from time to time by the Promoter/the Organisation/ and/or the Apex body and shall pay and discharge all dues and outgoings both of a capital and recurring nature in that behalf.
- q. The cost for formation of Organisation will be collected and paid to Promoter or its nominee in advance by each Apartment Allottee and cost for formation of the Apex Body of all the Organisation will paid by each Organisation to the Promoter or it nominee. Till the formation of the Apex Body and it taking over management and administration from the Promoter, the Allottee shall pay Rs.250/-(Rupees Two Hundred and Fifty Only) per month, to Promoter towards the maintenance and administration of the internal road, street light and all common amenities (excluding STP or any other amenities specifically for the benefit of the occupiers of the said Building) within the said property and after formation of the Apex Body and Apex Body taking over management and administration of the said property Allottee himself or respective Organization shall pay to the Apex Body an amount as may be determined by the Apex Body. The said amount is provisional amount and is based on assumed expenses and if expenses are increased Promoter will increase the same and if expenses are reduced, Promoter will reduce the same.
- r. In case of formation of the Organisation of any of building in the said property and if the management of the building is taken over by the said Organisation, the said Organisation will contribute towards the maintenance of the STP, internal road, electricity of the common area, maintenance expenses of club house, garden etc. The contribution towards the said common amenities will not be withheld for any reason and also in case of any delay in contribution by the Allottee/Organisation; the Allottee/Organisation will pay interest on the said outstanding amount at the rate as per the Rule. Till formation of Apex Body, the said organization will contribute said amount as determined by Promoter to maintain and manage all such common facilities within the said complex and in case for delay in contribution with pay interest as per rule from due date till payment and realization. It is hereby expressly clarified, agreed and understood that neither the Allottee nor the said Organization / Apex Body shall raise any objection or dispute, and/or claim any compensation, if area to be conveyed /

transferred by the Promoter is at variance with or is less than the area of the said Property as shown in the Schedule hereunder written and/or as shown in the site plan annexed hereto, whether the same is consequent upon the amenity space and the reserved portions of the said Property being handed over and transferred to the said local authority and/or other Government/Local bodies or authorities, or any other reason whatsoever.

24. It is agreed & understood by the Allottee that during the period of construction, the Allottee and/ or his/her family member/s or any other person/s on his/her behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee and the Promoter shall not be responsible and/ or liable for any untoward incident or accident. Also Promoters project staff is not accountable to respond to Allottee enquiries during the visit as the staff is expected to focus primarily on timely and quality construction. No verbal assurances given by any person shall be considered to be a commitment made by the Promoter and only the written commitments made in the present agreement and such other authorized writings by authorized representative of the Promoter shall not be considered as have been made on behalf of the Promoter.

25. a) The Promoter may also apply for the Part Occupancy Certificate from the Local Authority. The Allottees of the relevant premises for which Part Occupancy Certificate has been obtained shall be required to pay Maintenance Charges from the date of Receipt of such part Occupancy Certificate if possession of the Premises is offered to Allottee.

c) The Promoter hereby gives express notice to the Allottee that some of the common areas and external facilities described in the Fourth Schedule hereunder written may be put up/provided by the Promoter on the said Property or on any of the plots adjoining and/or being in the vicinity of the said property. In such an eventually Promoter may enter into an agreement with owners of the such adjoining Property for use of such common areas and external facilities being used by the occupiers of the Apartments/Shops/Offices in the building/s standing on the Said Property. The Allottee hereby expressly agree/s not to raise any objection of whatsoever nature to any of the arrangement/s that may be arrived at in this behalf by the Promoter with owner of adjoining property. Similarly Promoter may allow any adjoining plot owners and its user to use any amenities and facilities in the Said Property.

d) Till the time the conveyance is made in favour of the Societies/Apex body, all the aspects or matters of whatsoever nature relating to or incidental to the common areas/external amenities provided for enjoyment inter alia of the Allottee, whether provided by the Promoter or by any other party and whether on the Said Property or on any other plot adjacent to and/or in the vicinity of the said property and whether or not mentioned in the Fourth Schedule hereto shall be decided, regulated and governed by the constitution, bye-laws or rules and regulations as may be framed by the Promoter from time to time and later on such constitution, bye-laws, rules and

regulations shall be accepted by the Society/ies or apex body as may be formed and the Allottee shall not raise any objection or dispute of any nature whatsoever in respect thereof.

26. FACILITY MANAGEMENT SERVICES

- a. Promoter itself or will nominate Facility Management Service (FMS), for management, maintenance and administration of the said building and the said Property. All cost of management maintenance and administration of the said building and said property will always be borne and paid by the Allottee or the organization and the Promoter will not be liable or responsible to contribute any amount toward management, maintenance and administration charges of said building or said property.
- b. The Promoter will maintain the said building till, administration and management of the said building is handed over to the Organisation formed of all Allottees in the building and will maintain the said property till administration and management of the said property is handed over to Apex Body of all organization.
- c. The Allottee shall pay to Promoter or its nominee, on or before taking possession of the said Apartment, his estimated proportionate share of provisional outgoing for Two years in advance (based on the chargeable area of the said Apartment), for the purpose of management and administration of said building and said property and shall continue to do so till Management and administration of the said building and said property is handed over to the Organisation/Apex Body as contemplated herein.
- d. The maintenance by the Promoter will be subject to all Allottees and all organization regularly paying their contribution towards the administration, management and maintenance charges of the said building and said property. The Allottee hereby indemnify the Promoter against all charges, damages, loss and liability of the Promoter to maintain the said building and said property, that may arise due non maintenance of infrastructure due to non contribution or irregular contribution by the Allottees/Organisation.
- e. It is further agreed, accepted and confirmed by the Allottee that till formation of Apex Body for the maintenance and management of the infrastructure as mentioned hereinabove the Promoter shall have full power, control and absolute authority to manage and maintain all infrastructure facilities with said property in the manner they may deem fit and for that purpose Promoter shall be entitled to lay down such terms and conditions as regards payment by the Allottees of Apartments in all the Buildings regarding monthly maintenance charges or otherwise,. The Allottee hereby agree to abide by the terms as laid down by the Promoter and the Allottee shall not have right to question and dispute the decision of the Promoter in regard to their powers and the authority for maintaining and managing the infrastructure facilities. In the event the Allottee fail

to abide by the terms and conditions as laid down by the Promoter, the same shall be deemed as a breach of the terms of this agreement and thereupon the Promoter shall have the right to avail such remedies under the law and as per the terms of this Agreement.

27. MAINTENANCE AND OTHER CHARGES

(a) The Allottee, on execution of this Agreement or before taking possession of the said Apartment, shall pay the following amounts to Promoter or its nominee.

- | | |
|--------------------|---|
| (i) Rs. _____/- | towards electric meter installation and security Deposit for the meter payable to MSEDCL and erection of transformer, cable laying etc. |
| (ii) Rs. _____/- | towards proportionate share of Development Charges and including premium payable to local authority. |
| (iii) Rs. _____/- | towards water Connection Charges. |
| (iv) Rs. _____/- | towards share money, application and entrance fee of the Society. |
| (v) Rs. _____/- | towards Formation and Registration of the Organisation /Apex Body and Legal Charges in connection there with. |
| (vi) Rs. _____/- | towards Infrastructure Charges. |
| (vii) Rs. _____/- | towards Legal Fees |
| (viii) Rs. _____/- | towards proportionate share of Municipal Taxes, N.A. Taxes, assessments and other charges. |
| (ix) Rs. _____/- | towards advance maintenance charges of common areas for 2 year. |
| (x) Rs. _____/- | towards club house maintenance charges for 2 years |

Except for the Property tax, advance maintenance charges for common area and Club House maintenance charges referred in clause 26 a (viii), (ix) and (x) above, GST of 18% will be charged.

- (b) All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Apartment or any time after handing over possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be, payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.

- (c) The maintenance charges collected herein are just estimated cost of expenses and are subject to review/ escalation depending upon the costs of inputs which include but not limited to expenses towards salary, consumption of electricity, water and other consumables and /or due to increase in levies or imposition of new charges/taxes by any authorities.
- (d) If any deposit premium or security deposit, in addition to the above mentioned payments, is/are demanded by the Government, Municipality, or any local authority or electric supply agency or gas supply agency or any other department or authority for providing water, drainage, electricity connection, gas connection or any other services, amenity or facility in the said Buildings or if any other levy is made by Government, Municipality, or local body or any other authority, the same shall be borne and paid by the Allottee along with the Allottee of all other Apartment in the said Buildings in proportion to the area of their respective Apartment and the Allottee shall pay his proportionate share therein before taking possession of the said Apartment . Till water supply to the different building in the said Complex is separately assessed, the Allottee shall pay along with the other outgoings in proportion of the water charges due in respect of his Apartment as may be determined by the Promoter or its nominee.
- (e) If amount collected from the Allottees is not sufficient for the maintenance, Promoter shall raise advance bills for every quarter on the Allottee in respect of his proportionate share of outgoings for the said Apartment (based on the chargeable area of the said Apartment) for maintaining the said building the common areas/facilities, as aforesaid, whether the Allottee and/or his family-member/s is/are using such common areas/facilities or not. Allottee shall duly pay to Promoter said amount within 7 (seven) days of the date of the bill and shall not withhold the same for any reason whatsoever. If Allottee fails to pay the said amount within 7 days from the issue of bill to the Allottee, Allottee agrees to pay Promoter or its nominee interest as per rule . from due date, till realization of the said amount. Promoter or its nominee at its discretion will raise bills for advance maintenance charges, when it envisages it will require additional amount for maintenance of said building/property.
- (f) The aforesaid maintenance charges are estimated expenses for maintenance for two years and if amount collected towards maintenance fall short for two year maintenance, Promoter continues to maintain the said building after two year, Promoter will raise the bill on the Allottee and Allottee agrees and undertakes to pay all future maintenance charges in advance and on quarterly basis till, management and administration of said building is handed over to the Organisation. After handing over of management and administration of the said building to the Organisation, Allottee will pay to the Organisation all maintenance charges of the building and pay to Promoter his proportionate charge towards the cost and expenses for maintaining all common amenities and infrastructure over the Said Property.

- (g) The Promoter or its nominee shall be entitled to appropriate the amounts collected under one head for meeting expenses under another head. The Allottee shall not be entitled to raise grievance in respect of the same. All the aforesaid amounts mentioned in Clause 26 a are non-refundable and are non-accountable. The Promoter and or its nominee will render account only in respect amount collected towards advance maintenance charges of common area, advance maintenance charges, club house and property tax. In the event of there being any increase in the general charges on the date of handing over the possession of the said Apartment , Allottee shall pay the same before taking over the possession of said Apartment .
- (h) The amounts collected by the Promoter or its nominee under the provisions of this agreement or otherwise howsoever shall not carry any interest. Promoter shall maintain a consolidated account of all the amounts so collected under 26 a (viii), (ix) and (x) by them from all the Allottee of the Apartment /Shops/Offices in the buildings and in the said *Complex* and of all the amounts spent on expenses chargeable to them, and on formation of the Organisation of all Allottees in the said building shall at the time of handing over administration and management render a consolidated account of amount collected under clause 26 a (viii), (ix) and (x) to such Organisation and also handover the unexpended amount to such Organisation after retaining the amount required for maintaining common amenities and infrastructure. Promoter or its nominee shall not be liable to maintain or render any separate account of the different Allottees of Apartment individually. Rendering of such consolidated account to such Organisation and settlement of account with them shall discharge Promoter of their responsibility, to refund excess, if any, out of such collections to the individual Allottee of Apartment, and the different Allottee of Apartment shall make up and adjust their respective accounts between themselves, as members of such Organization.

25. FSI STATEMENT OF ALDEA ANNEXO

The area of the said property is 12511 sq. mtrs. Permissible FSI on the said property is 15275.84 sq. mtrs. The Promoter proposed to construct five buildings being building Nos. A, B, C1, C2 and D. The Promoter has already completed building Nos. A and B and given possession of the same to the Allottees and at present is constructing Building C1 and C2. The said building Nos. C1 and C2 are separate Real Estate Project for purpose of registration under RERA and in due course will also start construction of Building D. The FSI consumed till date are as under

SR.NOS.	BUILDING	SANCTIONED FLOOR	TOTAL FSI
1	A	P+12	2963.40
2	B	P+12	3601.58
3	C1	P+12	3441.54
4	C2	P+12	2587.97
5	D	P+10	2630.21
TOTAL			15224.70

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the said Property; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property 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 property or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said property or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said property 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 property 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, said property, Building 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 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 said property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the said building excluding basement and podium to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said building to the Organization of the Allottees;

- 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 Land and/or the Project except those disclosed in the title report.
- xii. As required under section 4 (2) (I) (D) of RERA, Promoter will deposit 70% amount into separate account being "PBPL Aldea Annexo C1 RERA Escrow Account No. 57500000039025" HDFC Bank, Kapurbawdi Branch, Thane (West). The Promoter will not deposit the amounts in the said account, the money received from Allottee towards water connection charges and deposit, share money, application and entrance fee of the Society, formation and registration of the Organization /Apex Body and legal fees, N.A Tax/Property Tax, Advance maintenance charges of common areas and club House and GST/any statutory taxes, if applicable.

27. LIMITED RIGHT OF ALLOTTEE

- a. The Promoter has agreed to sell and transfer only said Apartment to Allottee and Allottee has agreed to acquire and purchase only said Apartment from the Promoter save and accept the said Apartment Allottee hereby agree and admit that Allottee will not have any claim interest or any other right interest on the Said Property. All other portions of the said Building and Said Property shall remain the property of the Promoter until transfer thereof to the Organisation or Apex Body or the sale of the last Apartment by the Promoter whichever is later.
- b. The Allottee shall have no claim upon the open spaces, parking spaces, (other than or unless specifically allotted by the Promoter) lobbies, terrace, garden areas etc. and the same shall absolutely belong to the Promoter until transfer of the said property to such Organisation of the Allottee/s of all the Apartment .
- c. The Allottee shall not have any claim, right or interest in respect of any common areas, amenities and facilities whatsoever in the said complex, including the open spaces, lobbies, staircases, common entrances, common passages / corridors, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations, save and except the right to use hereby expressly given to the Allottee in respect thereof. All such common areas, amenities and facilities shall remain the property of the Promoter execution of Deed of Conveyance in favour of the said Organization/Apex Body as mentioned herein. The amenities and common area being maintained by Promoter for the better enjoyment of the Said

Property/Said Building, therefore Allottee will be liable to contribute towards the said maintenance as per the bills raised by the Promoter from time to time.

- d. The common areas, amenities and facilities in the said complex, including the open spaces, common entrances, common passages/corridors, lobbies, staircases, terraces, recreation areas, Sewage Treatment Plant, Electric Sub-Stations shall be used in reasonable manner and only for the purposes for which the same are provided, and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Promoter or the said Organization/Apex Body
 - e. The Allottees shall not use the common areas, amenities and facilities, or permit the same to be used for any purpose other than the purposes for which the same are intended, and the Allottee shall not commit any nuisance or do any thing which may cause disturbance or annoyance to the other Allottees /occupants of the said buildings.
 - f. The Allottee agrees not to change use of the said Apartment without prior consent in writing from the Promoter which the Promoter will be entitled to refuse if they deem fit and any unauthorized change of the user of the said Apartment by the Allottee shall render this Agreement void/voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any rights under or arising out of this Agreement.
 - g. Till Conveyance in favour of Organisation/Apex as stated herein, the right of the Allottee shall be confined only to the respective Apartment and the Allottee and/or the Organisation to be formed for the purpose of the said Buildings shall have no right on any portion of the said property. The conferment of right shall take place only in respect of the said property in favour of the Organisation or Apex body on the execution of the Conveyance as aforesaid. Unless all the Allottee of Apartment, shops and other Apartment etc. have paid all their dues including their contribution for Stamp Duty and Registration Charges payable on such conveyance as the case may be, to the Promoter, the Promoter shall not be bound to execute or cause the conveyance to be executed in favour of the Organisation/Apex Body as the case may be.
 - h. The said building will be constructed as per the plan approved by the Local Authority and shown to Allottee, however colour combination of the building or elevation of the building will be decided and finalized as per direction of Architect to increase aesthetic. The decision of the Promoter/Architect in deciding the elevation and color combination of building will be final and binding on Allottee and Allottee will not be entitled to object or dispute the same on any ground.
- 28.** The terrace on the top of the building including the parapet walls and the compound around the **Complex** shall always be the property of the Promoter. The Allottee, the Society and/or Limited Company and/or Apex Body shall only have access to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said

terrace or any repairs to the same. In case of Promoter constructing additional building in the open space or additional stories on the said building, the Allottee shall not be entitled to raise any objection or claim any adjustment in the price of the premises agreed to be acquired by him/her/them and/or claims any compensation or damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Allottee hereby agree(s) that all necessary facilities, assistance and co-operation will be rendered by the Allottee to the Promoter to enable the Promoter to make additions and alterations and/or raise additional story or structure in accordance with the plans sanctioned or which may be hereafter sanctioned by the Local Authority and the Allottee hereby further agree(s) that after the proposed Society is registered, the Allottee as member(s) of such Society shall accord his/her/their consent to such Society for giving to the Promoter and give full facility, assistance and co-operation to enable the Promoter to make the said additions and/or alterations and/or additional story or stories or structures as aforesaid and also for the aforesaid purpose to shift the present water tanks on the upper floors when so constructed and Allottee hereby consent(s) to the same being so shifted by the Promoter . PROVIDED that as long as the Promoter do not in any way affect or prejudice the right hereby granted in favor of the Allottee the Promoter shall always be entitled to sell, assign or otherwise deal with or dispose off their rights, title and interest in the said property, hereditaments and premises and the building under construction and/or hereafter to be erected thereon.

- 29.** In the event of any portion of the said Property being required by M.S.E.D.C.L or any other concerned service provider for putting up an electric sub-station, the Promoter shall be entitled to give such portion to the said M.S.E.D.C.L or any other body for such purpose on terms and conditions as may be agreed by the Promoter .
- 30.** Save and except to the said Premises hereby agreed to be purchased by Allottee, Allottees shall have no claim upon the open spaces, parking spaces, (other than or unless specifically allotted by the Promoter) lobbies, terrace, garden areas etc. and the same shall absolutely belong to the Promoter until transfer of the property to such Society of the Allottee of all the premises or the sale of the last premises by the Promoter whichever is later.
- 31.** The Promoter shall be at liberty and be entitled to complete any wing/part/portion/floor of the said Building/s and apply for and obtain part-occupation Certificates therefore, and give possession thereof to the Allottee of the said Premises therein, and the Allottee herein shall not object to the same. In such event, however, if the Allottee take/s possession of his/her their premises in such part-completed wing part portion of floor and the remaining work is carried on by the Promoter or their agents or contractors with the Allottee - occupying his/her/their premises, the Allottee shall not obstruct or object to the execution of such works, even if the same shall cause any nuisance or annoyance to him/her/them or other Occupants of the said Premises. However Promoter shall ensure that minimum nuisance is caused to the occupier of the Said Premises.

- 32.** The Allottee has/have entered into this Agreement after having understood the above arrangement and the Allottee shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Allottee.
- 33.** The Allottee is further aware that Promoter will install Sewerage Treatment Plant (STP), for the whole of the said project known as '**ALDEA ANNEXO**'. The said STP will be, common for all building in said complex and sewerage from the said buildings in the said complex will be treated by the said STP and recycled to the buildings there in. Therefore all Allottees in the said building in the said complex will have to contribute towards the maintenance and operation of the said STP to the Swapnadhara. The Allottee is aware and consent that till development of the said '**ALDEA ANNEXO**' project by utilization full development potential of the said property by utilizing basic FSI of the said property and also additional FSI that may be permitted under the development regulation for loading on the said property by way of TDR or by utilizing the additional FSI of adjacent property, the Promoter will continue to manage and maintain all infrastructure in the said complex viz STP, club house swimming pool internal road etc, to maintain the said infrastructure the Allottee will from time to time contribute such amount as demanded by the Promoter or Swapnadhara. The Allottee is further aware that the Society will be formed only after complete development of the said property as stated hereunder and in the meantime Swapnadhara will continue to manage all the affairs of the said building from the amount contributed by all Allottees of the premises in the said property.

34. CAR PARKING (IF ALLOTTED BY PROMOTER)

- a) Allottee agrees that the Allottee will not be entitled to park any vehicle within the said property unless Allottee has been allotted specific parking space by the Promoter
- b) The said car parking space is provided alongwith the said Apartment and cannot be independently sold or transferred by the Allottees and in the event of termination/cancellation of this agreement the car parking space also shall automatically be deemed to have been cancelled and terminated.
- c) Allottee shall not be entitled to transfer the said parking space or the benefit thereof in any manner whatsoever except in the circumstances of Allottee transferring the said Apartment. While transferring the said Apartment, Allottee shall be under obligation to transfer the said parking space together with the said Apartment to the transferee.
- d) Said Car parking space and Car Parking spaces allotted to any other Allottees in the said Building or with the said Property shall not form part of common area and facility of the said building or said complex.
- e) The Allottees undertake to pay such monthly maintenance charges for car parking space, to the Promoter till Promoter manages the said building/said complex and thereafter to Organization such maintenance charges may be fixed by the Promoter

or by the Organization or all Allottees of the said building. At present, Promoter has provisionally fixed Rs. 200/- per month as maintenance charges to be paid from the day possession of the said Apartment is offered to the Allottee.

- f) The car parking space shall be utilized for parking the Allottees' own vehicles and will not be used for parking of any other vehicles or for any other purpose.
- g) The Allottee acknowledges that the Promoter shall provide the parking space for normal light motor vehicles and not for large extra size motor vehicle. The Promoter shall not be responsible or liable to the Allottee if the Allottees car does not fit in the said car parking space.
- h) Allottee will not use the said parking space for parking of heavy/commercial vehicles, store goods, or put the said parking space to any residential/commercial use or any other use other than for parking of vehicles.
- i) All car parking spaces allotted by the Promoter within the said building or said complex shall be deemed to be of respective Apartment owners and organization formed of the said complex will not have any right over the said car parking space. However, Allottee shall be liable to pay regularly maintenance charges fixed by the said organization to maintain the said car parking space viz light, painting, security etc. The Allottees undertake to pay such monthly maintenance charges to the Promoter, till Promoter manages the said building/said complex and thereafter to Organization such maintenance charges may be fixed by the Promoter or by the Organization or all Allottees of the said building.
- j) Allottee will not enclose the said parking space by erecting shutters, rolling/sliding/collapsible gate, grills or partitions or otherwise in any manner whatsoever or provide/use communication lines, electric or water connections therein. In case of breach hereof, Promoter and/or the society /apex body formed for managing aforesaid complex are entitled demolish the same without recourse.
- k) If car parking allotted is mechanize car parking it will have to be shared with other Allottees of the said car parking slot. Allottee therefore will accordingly co-operate with other Allottees to facilitate smooth use of car parking space and if required arrive at an understanding for proper use of mechanized parking space. The Allottee will also share additional expenses for repair and maintenance of allotted mechanized parking space.

44. It is expressly agreed between the Promoter and the Allottee that the said Premises shall be utilized for residential/commercial purposes and the car parking space Open or covered under the stilt, if allotted by the /Promoter at any time, shall be used only for parking vehicle belonging to the Allottee only. The Allottee agrees not to change user of the said Premises without prior consent in writing of the /Promoter which the Promoter will be entitled to refuse if they deem fit and any unauthorized change of the user of the said Premises by the Allottee shall render this Agreement void/voidable at the option of the /Promoter and the Allottee in that event shall not be entitled to any rights under or arising out of this Agreement.

45. It is an express, essential, vital and integral term and condition of this Agreement that:-

- i) The Promoter shall be entitled to make any additions, variations, alterations, amendments or deletions to or in the said **Complex**, layout, plans and specifications of the **Apartment** in the said building, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said building as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned authorities;
- ii) The Allottee is aware that at present only 1.2 FSI of the said property is utilized for sanction of plan for said Five buildings and Promoter is further entitled for 1.4 FSI as per the present development regulation. Apart from said 1.4 FSI of the Said Property as per the present Development Regulation, Promoter will be entitled to any additional FSI that may be available due to any amendment/modification of the Development Regulation applicable to the said property. Promoter will utilize additional FSI for construction of additional building on the remaining open area on the said property or construct additional Floor of the said building or raise additional floors on the Fifth building on which at present plan is sanctioned only upto stilt plus three upper floor. Allottee/s state that, Allottee is fully aware of right of Promoter to construct additional floor as above and/or additional building and hereby undertake not to raise any objection to construction on the open land on the said Property or additional floor on Said Building. The Allottee is also hereby informed that Promoter by utilizing further additional FSI of the adjoining plot may do the construction on the said opens space on the said Plot or raise additional floor of the said building or said Fifth building.
- iii) As per the plan sanctioned and approved by the Local Authority, the Promoter has been granted permission to construct Four building of stilt plus 12 floor and one building of stilt plus ten upper floor, and has constructed two Building and at present constructing C1 and C2 and will start construction of fifth Building D at later stage on receiving permission upto stilt plus 12 Floor. However at present Promoter is constructing only four building of 12 floor and will construct Fifth building after some time. Apart from Fifth building Promoter shall also construct additional building on the said property as per the plan sanction and approved by local authority. The Allottee is expressly put to the said notice and Allottee hereby grant consent to the Promoter, Owner and Confirming Party to construct such additional construction, to the Promoter to develop and explore full potential of said property as per existing Development regulation or regulation that may come into force before conveyance of said property to Society/Apex Body.

- iv) The Promoter shall use the access road in the Said Property and in the said Complex to provide access to the Allottee along with the Allottees of other **Apartment**, In buildings constructed by the Promoter in the said **Complex** or along with and in common with the Allottee owners/occupiers/user of premises in adjacent land and property and also along with any other person/s as the Promoter may deem fit. It is clearly understood that no right/title/interest of the Allottees or any other person is being created hereby in the Access Road, and the Allottees and person/s claiming through him will merely be permitted to pass and re-pass from the Access Road without any act or hindrance from the Promoter.

46. The Allottee hereto specifically declares and confirms that:

- a) The Allottees has inspected title deeds relating to the Said Property and has ascertained for himself, the title of the Promoter to develop the said Property and therefore Allottees shall not be entitled to further investigate the title and no requisition or objection shall be raised upon any matter relating thereto.
- b) The Allottee acknowledges and admit the allotment of the Car parking space to other allottees of the said Building and will not disturb such car parking space allotted by the Promoter to other allottees in the said building or said property and hereby undertake he or Organisation formed by the all Allottee will recognize and acknowledge such allotment and will not in any manner interfere with the use of such parking space any other Allottee.
- c) The said Apartment is not transferred to the Allottees on execution of this Agreement, but will be deemed to have been transferred on payment of entire consideration and all other charges and deposits as stated in the agreement, till the payment of entire amount Allottees expressly waive the charge u/s 55 of the Transfer of Property Act on the said Apartment for the amount paid by the Allottees.
- d) The Allottee is aware that facilities and amenities stated in the brochure, advertisement or leaflet or email or website will not be provided to the Allottees unless same is part of the amenities listed in this agreement.
- e) It is an express, essential, vital and integral term and condition of this Agreement that:
- f) Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the said complex, buildings, layout, plans and specifications of the Apartment in the said buildings, relocating/realignment of the water, power, sewerage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, recreation areas, garden spaces and all or any other areas, amenities and facilities and/or varying the location of the access to the said buildings as they may deem fit in their sole and unfettered discretion or if the same is or are required to be done by the concerned local authorities;

- g) The Promoter will form separate Society of each building, but if for sale of convenience for operational reason, Promoter may at its sole discretion, form and register one or more Organisation comprising Allottees of more than one building in the said complex or for any wing/s of any buildings therein.
- h) It is clearly understood that no right/title/interest of the Allottees or any other person is being created hereby in the internal street. The Allottees and person/s claiming through him/them will merely have license to pass and re-pass from the Internal Street without any obstruction or hindrance from the Promoter subject to Allottees or respective Organisation of the building contributing towards the maintenance of the infrastructure. It is further understood that no Organisation will have exclusive right over the internal street within the complex even after conveyance of the respective building excluding basement and podium to the said Organisation. The right of way, will always be deemed to be integral right to all Organisation and no Organisation can for any reason claim exclusive right of way on any of the internal Street. The Promoter shall use the internal street within the complex to provide access to the Allottees alongwith the Allottees of other Apartments / shops /Apartments/Garages etc in any other buildings adjoining to the said property, whether developed by the Promoter or anyone else.
- i) Even after complete development the said of whole Project Aldea Espanola and conveying the said property as stated herein, Promoter will have right of way through said internal roads and Allottees or the Organisation formed of the buildings thereon will not create any obstruction or hindrance to the Promoter to pass and re-pass through the said internal road.
- j) The Promoter are desirous of selling, transferring or otherwise allotting or disposing of Apartment, and other areas including gardens/terraces appurtenant to or adjoining or abutting and/or above certain Apartment in or around the said buildings on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various Allottees or transferees thereof;

47. The Allottee/s hereby agrees that:

- a) Till transfer of the Said property and the said building is executed in favour of the Organisation and/or Apex Body, the Promoter shall be entitled to transfer, assign, allot, dispose of and/or sell in any manner it deems fit or proper the terraces, parking spaces, common and open areas to anybody for such price and on such terms and conditions as the Promoter may deem fit. The Allottees along with the other Allottees or Organisation formed of all Allottees will recognize such agreement and right created by the Promoter and shall not raise or be entitled to raise any objection of whatsoever nature or kind.
- b) Until such time the conveyance of the Said property is executed in favour of the Apex Body as aforesaid the Allottees shall abide by the rules and regulations framed or to be framed at any time and from time to time and at all times by the

Promoter and generally to do all and every reasonable act that the Promoter may call upon the Allottee to do or carry out.

- c) The Allottee shall not have claim or right on any part of the Said property and also to any part or parts of the said Building other than the said Apartment agreed to be taken by him. All open spaces, road, club house, garden, utility areas and common amenities, lobbies, staircases, terraces shall, remain the property of the Promoter until the said property is assigned and transferred to the Organisation or Apex Body as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoter as herein provided.
 - d) The Promoter shall have absolute and exclusive right and authority to use, utilize and consume present and future F.S.I. and/or T.D.R., which will be made available to them, by the concerned local authorities and the Allottees shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof. The Allottees will also not demand any consideration or any discount of any nature for use of TDR or FSI by the Promoter of the said property and hereby give irrevocable consent for use of the same, in the manner as may be deemed by the Promoter.
 - e) The Promoter is entitled to amalgamate said property with any other adjoining property and make integrated development of the said property alongwith such amalgamated property by using development potential of the said amalgamated property by constructing building on the said amalgamated property for consumption of development potential of such amalgamated property.
 - f) The Promoter will shall start work on the common areas and external facilities as described in Fourth Schedule hereunder written, only after 90% of the Apartment/Shops/Offices situated in the said Complex are sold and Promoter receiving entire consideration from the Allottee and Allottee or Organisation shall not raise any grievance in respect of the same
 - g) The Promoter hereby gives express notice to the Allottees that some of the common areas and external facilities may be put up/provided by the Promoter on the said property or any part of said property or on any of the plots adjoining and/or being in the vicinity of the said property. In such an eventually Promoter may enter into an agreement with owners of the such adjoining Property for use of such common areas and external facilities being used by the occupiers of the Apartment/Shops/Offices in the building/s standing on the Said Property. The Allottees hereby expressly agree/s not to raise any objection of whatsoever nature to any of the arrangement/s that may be arrived by the Promoter with Owner/Promoter of any adjoining property
- 48.** The Allottee himself/herself/themselves with an intention to bring all persons into whomsoever hands the said Premises may come, doth hereby covenant with the Promoter as follows:

- a. To maintain the said Apartment at Allottee's own costs in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the said Building in which the said Apartment is situated and/or the said Apartment itself or any part thereof;
- b. Not to store in the said Apartment any goods, which are prohibited under any law or which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said Building or shall not carry or cause to be carried heavy packages in upper floors which may damage or likely to damage the staircase, common passages, or any other structure of the said Building including entrances of the said Building. In case of any damage is caused to the said Building due to any act or omission of Allottee or anyone on his behalf, it will be breach of this Agreement. ,
- c. To carry at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Building in which the said Apartment is situated or the said Apartment or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority AND in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and/or liable for the consequences thereof to the concerned local authority and/or other public authority.
- d. Not to demolish or cause to be demolished the said Apartment 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 Apartment or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building in which the said Apartment is situated and shall keep the portion, sewers, drains pipes in the said Apartment and appurtenances thereto in good tenantable repair and condition, and in particular so as to support, shelter and protect the other parts of the said Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams walls, slabs or R.C.C. Purdis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the Organisation as the case may be;
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the said Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said property and the said Building in which the said Apartment is situated;

- g. Not to use the said Apartment or permit the same to be used for any purpose other than that permitted by the Promoter or for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers of neighboring Apartment or for any illegal or immoral purpose, or in violation of any rules applicable thereto.
- h. Will not make any changes of whatsoever nature including shifting of the walls, doors, windows, bedrooms, kitchen, bathrooms, balconies, terrace, enclose balconies, flower bed, extending rooms, change floorings, plumbing systems, , electrical wiring, sanitary systems and fix of grills or doing any work affecting and damaging the columns and/or beams of the building, or damaging the stability of the structure of the building.
- i. Will be responsible for damage to structure due to (i) installation of Air-conditioners on the external walls (ii) Loading of heavy luggage in the lift, (iii) damage to any portion of the neighbor's Apartment, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual.
- j. Not to encroach upon or make use of any portion of the said Building not agreed to be acquired by him or keep any shoes racks, decorative material or chair or any other material in the lobby, landing stair case etc.
- k. Carry out along with other Allottee in the said Buildings, at their own costs, without holding the Promoter responsible or liable for, all repairs, additions and alterations in or to the said Building and the said Apartment as may be required to be carried out hereafter by the Government, Gram Panchayat, Municipal Corporation or any other Statutory Authority.
- l. Not to change the external elevation facade or colour scheme of the said Building.
- m. Until all Apartments in the said Building are not separately assessed for Municipal taxes and other levies, pay his shares thereof on basis of carpet area of the Apartment.
- n. 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 Apartment by the said Apartment Allottee viz. user for any purpose other than for residential/commercial purpose as the case may be.
- o. The Allottee shall not let, sub-let, transfer, assign or part with the Allottee interest, benefit of this agreement or part with the possession of the said Apartment until all the dues, payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and

until the Allottee has intimated in writing to the Promoter and obtain it's no objection till the Organisation is registered;

- p. After taking possession of the said Apartment by the Allottee, the Allottee will be responsible for safety and security of the said Apartment and all material within the said Apartment and will not hold Promoter or any Facility Management Services, responsible for safety and security of the said Apartment.
 - q. The Allottee shall observe and perform all the rules and regulations which the Organisation or Apex Body 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 said Apartment 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 shall also observe and perform all the stipulations and conditions laid down by the Organisation or Apex Body regarding the occupation and use of Apartment in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance of the said Building and other outgoings in accordance with the terms of this agreement or rule, bye-law of the Organisation;
 - r. Till conveyance of building excluding basement and podium the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said property and the said Buildings or any part thereof to verify and examine the state and condition thereof and also for the purpose of repairing any part of the said Building and/or the said Apartment and/or for the purpose of repairing, maintaining, rebuilding, clearing and keeping in order and good condition all services, lift, pumps, drains, pipes, cables, water cover, gutter, wires and structures and other conveniences belonging to or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage gas and water pipes and electric wires etc. and for similar purpose and also for the purposes of cutting off the supply of water to the said Apartment or any other Apartment in case the Allottee or other Allottee shall have made any default in paying his share of water tax.
- 49.** The Promoter shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all their right, title and interest in the said pieces of land inclusive of the buildings being constructed thereon as they may deem fit and appropriate and the Allottee hereby give/s his/her/their irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in favor of the Allottee.
- 50.** The said complex shall always be known as "**Aldea Annexo**" and neither the Allottee herein nor the said Organization/Apex body, shall alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Allottee hereby confirm/s and declare/s that the Promoter has prior to the execution

here of specifically informed the Allottee that the Promoter, has conceived and coined said word, and is in the process of registering and promoting at its sole costs and expenses, a trade / service mark being "**Aldea Annexo**". It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right, title, benefit and interest in respect of the said trade/service mark, and neither the Allottee/s nor the said Organization/Apex Body, shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be entitled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Allottee nor the said Organization/Apex Body, shall raise any dispute or objection in this regard.

51. Other than for breach of terms and condition of this agreement, If the Allottee is desirous to cancel this Agreement, Allottee will issue notice (**Cancellation Notice**) to the Promoter/Promoter on the address and email id provided hereinabove and cancel and terminate the agreement. On receipt of the said Cancellation Notice, the Promoter will deduct the earnest money being 10% of the total consideration for said Apartment and refund the balance amount to the Allottee within 90 days from the receipt of the said Cancellation Notice. The refund of the amount will be subject to Promoter selling the said Apartment to new Allottee and Promoter receiving the amount equivalent to be paid to Allottee from the new Allottee. The Allottee will not be entitled to any interest on the amount to be refunded and also will not be entitled to refund of Stamp Duty, Registration Charges, GST or any other taxes etc paid or incurred by the Allottee. Allottee hereby agrees that on issue of Cancellation Notice, Allottee will not have any right, title, interest and claim over the said Apartment and all right title and interest will be deemed to have been cancelled and terminated, even if Deed of Cancellation is not executed. The said refund of amount will be subject to executing Deed of Cancellation or any other documents as may be required by the Promoter and at his cost and expenses registering it before Sub-Registrar of Assurance as required under Registration Act, 1908 and also getting No Objection Certificate from Bank, if Allottee has taken bank loan for acquiring the said Apartment and on cancellation, if Promoter pays to the Bank to clear charge on the said Apartment, created by the Allottee, it will be deemed as refund of amount to the Allottee.

Similarly other than default or breach of Agreement, Promoter will also be entitled to cancel this agreement by issuing termination notice(Cancellation Notice) to the Allottee/Allottee. If the Promoter terminates this agreement the Promoter shall refund all amount paid by the Allottee alongwith interest as per the rule, from the date of payment till, in addition to that Promoter shall also pay stamp duty, registration charges and GST amount paid by the Allottee without any interest on the same. The said amount will be paid within 30 days from the cancellation subject to Allottee executing such documents as required by the Promoter and registering it before Sub Registrar of Assurance.

52. MORTGAGE:

- (a) The Allottee hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee that:-
- (i) the Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to "**the said Banks**"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of projects undertaken and carried on by it, and as security for repayment of loan which may be advanced to the Promoter by the said Bank, the Promoter may create or causes to created mortgages/charges on the said Entire Property or part of thereof and construction there on in favour of the said Banks.
 - (ii) Further it is specifically informed to the Allottee; said Entire Property or part thereof may be mortgage to any other Bank(**New Bank**) as security for any financial arrangement with the said New Bank. As per the terms of mortgage, the Allottee may be required to pay amounts due to the Promoter in the designated account of the said New Bank. If Allottee is required to make payment of consideration in the account of New Bank, Promoter will inform the Allottee in writing with particulars of the accounts, in which amount has to be deposited. On being informed by the Promoter, the Allottee hereby undertakes to pay the amount due to Promoter, as per the instruction received from the Promoter. The payment by the Allottee in the said account will discharge the Allottee of the amount due to Promoter.
 - (iii) The said Apartment will be released from the Security to said Bank and will be free from any encumbrance on payment of entire consideration as stated herein and in the meantime, charge of the bank will be reduced in proportion to the amount paid by the Allottee.
- (b) The Allottee hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that he shall, if and whenever requested by the Promoter hereafter in this regard, and within 7 (seven) days of receiving the Promoter's written intimation in this regard, sign, execute and give to the Promoter, in such form as may be desired by the Promoter, any letter or other document recording his specific, full, free and unqualified consent and permission for the Promoter offering and giving the said property and/or the said buildings and/or the other buildings and structures proposed to be constructed on the said property by the Promoter or any part thereof (save and except the said Apartment but balance receivable in respect of the said Apartment), as security in the manner mentioned in hereinabove. It is expressly clarified, agreed and under stood that strict compliance of this condition on the part of the Allottee shall be of the essence of the contract, and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Allottee herein, the Promoter has entered into this Agreement.

53. The said complex shall always be known as "Aldea Anexo" and neither the

Allottee herein or the said Organization/Apex body, shall not alter/change this name in any manner, without the prior written consent and permission of the Promoter. The Allottee hereby confirm/s and declare/s that the Promoter has prior to the execution here of specifically informed the Allottee that the Promoter, has conceived and coined, and is in the process of registering and promoting at its sole costs and expenses, a trade / service mark being "Aldea Annexo". It is hereby expressly clarified, agreed and understood that the Promoter alone shall have the entire right, title, benefit and interest in respect of the said trade/service mark, and neither the Allottee/s nor the said Organization/Apex Body, shall have any right, title, benefit or interest in respect of the same, and the Promoter alone shall be entitled to use the same in any manner it deems fit and proper, including in respect of any other project undertaken by it, and neither the Allottee nor the said Organization/Apex Body, shall raise any dispute or objection in this regard.

54. The Allottee shall use the said Apartment and every part thereof or permit the same to be used only for the purpose of residence or such other purpose sanctioned by Local Authority and Planning Authority and on such terms and conditions imposed by such Authority and in accordance with the rules and regulations for the time being in force of such authority and also Organisation.
55. Nothing contained in this Agreement is intended to be nor shall it be construed to be a grant, demise or assignment in law or as conferring any right upon the Allottee/s in or to the said Apartment or any part of the said property. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies staircases, terraces recreation spaces,. Such conferment will take place only in favour of the proposed Organisation of the Allottees of all Apartments in the said Buildings and only upon execution of a Conveyance of said building excluding the stilt to the Organisation and Conveyance of the said Property in favour of Apex Body as hereinbefore mentioned.
56. Any delay, tolerance or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

57. INDEMNIFICATION BY THE ALLOTTEE

The Allottee shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses, liabilities (including its professional fees in relation thereto) whatever nature incurred or suffered by the Promoter directly or indirectly due (a) Any act and omission by the Allottee by making any change in the said apartment, which may damage the said building or any warranty/guarantee given for water proofing and thereby make the Promoter liable.(b) impair enforcement or preservation of any right of the promoter under this agreement.(c) any breach or

default by the Allottee in performance of any or all of obligations under this agreement. (d) Any injury to any property or person or death of person howsoever arising related to use and occupation of the said premises, which is directly or indirectly result of negligence, act or omission of the Allottee or his agents, servants, tenants, guests, invitees or any person or entities under this control or (e) the Allottees non-compliance of any restrictions/instruction/manner for use and occupation of the said premises or any of the amenities/equipment within the said complex.

58. STAMP DUTY AND REGISTRATION

- a. The Allottee shall bear and pay the cost of registration and stamp duty payable on this Agreement as also any other document/s as may be required to be executed for duly recording the transaction hereby envisaged. The Allottee shall present this agreement at the proper registration office for registration within the time prescribed under the Registration Act and shall give a proper notice in this behalf to the Promoter whereupon the Promoter Representative will attend such office and admit execution thereof. It is specifically made clear that it is not responsibility of the Promoter to register this Agreement and Allottee will not hold Promoter liable for non-registration of this agreement and all consequences flowing from it.
- b. In addition to above charges, at the time of registration of conveyance of the said building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer of the said Building. At the time of registration of conveyance of the said property, the Allottee 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 any document or instrument of transfer in respect of the said property to be executed in favour of the Apex Body or Federation.
- c. In case of conveyance of building in favour of the Organisation and/or Conveyance of said property in favour Apex Body, as the case may be, if required to be executed before the disposal off all the Apartments by the Promoter in said project, the Promoter shall join in as the member of the said Organisation. As and when such Apartments are sold, to the persons of the choice and at the discretion of the Promoter, the Organisation and/or Apex Body shall admit such Allottee/s as members of such Organisation without charging any premium or any other extra payment for the same save and except entrance fees.
- d. All costs, charges and expenses including but not limited to Stamp Duty, Registration Charges to be executed by the Promoter in respect of any documents for transferring said property and buildings in favour of the Organisation as well as the entire professional cost of the Advocates of the Promoter in preparing and/or approving all such documents shall be borne and

paid by the Organisation or proportionately by the members of such Organisation. The Promoter shall not contribute any amount either for stamp duty, registration charges or any other amount towards such transfer even if the Promoter might have accepted membership of such an Organisation or Apex Body as is envisaged *inter alia* by the foregoing clause.

- e. If any further stamp duty is demanded by the Superintendent of Stamps or any other Authorities then paid on this agreement, the Allottee shall pay the said additional stamp duty and penalty / interest if applicable.

59. BINDING EFFECT

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

- 60.** This Agreement alongwith its schedule and annexure constitutes the entire agreement between the parties hereto, and supersedes terms and condition of application form, allotment letter all prior representations, inducements correspondence, arrangement, understanding or agreements oral or otherwise, between the parties with respect to the subject matter hereof. Allottee is specifically aware that all representation by advertisement in newspaper, brochure, leaflet, booklet, website were just made for promotion of the project and amenities disclosed therein are not part of this project unless specifically stated in the Schedule hereunder written and Allottee will not make any claim based on any advertisement made by the Promoter. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of agreement in writing duly signed by the parties hereto.

- 61.** The show Apartment, which if shown at the time of booking, was just for the purpose of display to have firsthand visual experience of the Apartment, for all prospective customer. The said show Apartment might also had interior decoration work, to enable the prospective customer to know proper utilization of the space. The intention of show Apartment is to give prospective customer firsthand experience of Apartment and optimal utilization of space and is not intended for any other purpose. The Apartment sold herein under this Agreement is without any interior fixtures and fittings as shown in the show Apartment, unless stated in this Agreement, Apartment will not be provided with those fixture, fitting and material as shown in the show Apartment

62. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

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

Wherever in this Agreement it is stipulated that the Allottee 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 Apartment to the total carpet area of all the Apartments in the Project.

64. 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 and for protecting and preserving the right and interest of the Promoter or for securing the due fulfillment of the provision hereof on the part of Allottee. The Allottee further hereby agree and undertake on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letters, writings and papers as may be reasonably required by the Promoter for further better and more perfectly protecting or preserving the rights and interest of the Promoter or for securing the due fulfillment of the provisions hereof on the part of Allottee.

65. 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 and the Allottee at Pune after the Agreement is duly executed by the Allottee 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 Pune.

66. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified in this agreement. It shall be the duty of the Allottee 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, as the case may be.

67. Nomination

In case of death or in case of incapacity of the Allottee (Due to any physical ailment or otherwise) Allottee hereby authorize Mr. _____ and Mr. _____ (Nominee) who are related as _____, as his /her nominee, who will be entitled to said Apartment. Promoter is entitled to deal with said nominees as authorized representative of the Allottees. The said Allottees if required pay the balance payment i.e. any amount unpaid and also be entitled for possession of the said flat. In case the Promoter deals with the nominees and handover the possession of the said flat to the Nominees. The Promoter will be indemnified against any costs, charge and expenses, that Promoter may suffer due to any claim by any persons as legal heirs/ representative of the Allottees and all such cost and expenses incurred by the Promoter will be a charge on the said Apartment.

68. JOINT ALLOTTEES

- a) That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
- b) In case of Joint Allottee and on death of one of the Allottee(**Deceased Allottee**), the parties hereby agree that remaining Allottees (**Surviving Allottee**) will be entitled to the said apartment. The Surviving Allottee will fulfill all obligations and liability under this agreement and will also be entitled for the benefit that may arise from this agreement.
- c) The parties further agreed that on payment of entire consideration by the Surviving Allottee, the Promoter will handover vacant and peaceful possession of the said Apartment to the Surviving Allottee. The handing over the possession of the said apartment to the Surviving Allottee will discharge the liability of the Promoter under this Agreement.
- d) The Surviving Allottee hereby further agrees to keep indemnified and hereby indemnifies and keep harmless the Promoter and/or its successors in title of, from and against any loss, damages, demand, action, dispute, claim, costs, charges and expenses of any nature suffered or sustained by the Promoter due to any claim made or which may hereafter be made on the said Apartment by any legal heir and representative of the Deceased Allottee and further agree to pay Promoter and/or its nominees and/or successors in title all cost, damages, charges and expenses arising due to claim of Deceased Allottee.

69. SEVERABILITY

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

70. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. If parties fail to settle the dispute amicably, then dispute will be referred to the Real Estate Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

71. 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 courts in Pune will have the jurisdiction for this Agreement

72. Save as is expressly provided hereinabove, this agreement shall always be subject to the provisions of the Maharashtra Ownership (Regulation for Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and/or any other enactment and/or amendment thereof.

THE FIRST SCHEDULE ABOVE REFERRED TO

I-A (First Property)

All that piece and parcel of property bearing Survey No. 12/16/1admeasuring 12050sq.metersituate of Village Mhalunge, Taluka Mulshi, District Pune,

I-B (Second Property)

All that piece and parcel of property bearing Survey No. 12/17/1admeasuring 461sq.metersituate of Village Mhalunge, Taluka Mulshi, District Pune,

First and Second Property I – A & I – B together and collectively bounded as under

On or towards East: S.No. 12/17

On or towards West: S.No. 12/16/2

On or towards South: S.No.12/17

On or towards North: S.No. 12/3

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential Apartment No. _____, having carpet area admeasuring _____ sq. mtr. alongwith appurtenant area of _____ sq.mtr enclosed Balcony, _____ sq. mtrs. terrace, _____ sq.mtr Wash Area, situated on _____ Floor, in the Building No. C1 known as Santana, in the Housing Project to be known as "ALDEA ANNEXO" under construction on the said property.

THE THIRD SCHEDULE ABOVE REFERRED TO

INTERNAL SPECIFICATIONS IN THE SAID APARTMENT

- 1) 600mm x 600mm, Vitrified tile flooring in all rooms.
Make: Asian / Somany / Kajaria / Johnson or equivalent.
- 2) 2' high Vitrified tile Dado above Kitchen platform.
Make : Asian / Somany / Kajaria / Johnson or equivalent.
- 3) Granite kitchen platform with single bowl S.S. sink. Without drain board
Make : Nirali/Futura or equivalent.
- 4) Toilets with Ceramic tile for flooring and dado upto lintel level.
Make : Asian /Kajaria / Somany / Johnson or equivalent
- 5) Both side Prelaminated Flush Door for bedroom and main doors.
- 6) CP fittings in all toilets.
Make : Jaquar/Plumber/Hindware or equivalent.
- 7) Sanitary fittings in all toilets.
Make : Cera / Bell or equivalent.
- 8) Hardware fittings
Make : Dorset / Collins or equivalent.
- 9) Concealed wiring with modular electrical switches.
Make : Kolors/MK/Anchor or equivalent.
- 10) Oil Bound Distemper paint on internal walls /ceiling.
Make: Asian / Berger / Nitco / Nerolac or equivalent.
- 11) Acrylic paint on external walls.
Make: Asian / Berger / Nitco / Nerolac or equivalent.
- 12) Passenger lift (1nos.) and stretcher lift (1no.).

Disclaimer:- The Promoter have sole discretion to choose from the above stated equivalent Brand/Type/Model/Material, the Allottee will not have any right to insist upon particular equivalent Brand/Type/Model/Material. All the above material will be subject to availability in the market. Further if due to change in trend to use any particular material, type, colour etc Promoter at its sole discretion has right to change the same. Natural material like stone, marble, wood will not have same texture and varies and at time it does not bound properly with the wall, the Allottee will not hold Promoter responsible for unbounding or uniformity of the natural material

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing redecorating etc. of the buildings, compound, recreation ground and in particular the roof, gutters and rain water pipes of the buildings, water pipes and electric wires, in under or upon the buildings or enjoyed or used by the Allottees in common with the other occupiers of their premises garages and the main entrances passages, landing and staircases of the buildings as enjoyed by the Allottees used by him/her/their in common as aforesaid and boundary wall of the buildings, compounds terraces etc.
2. The cost of cleaning and lighting the passages, landings staircases and other parts of the buildings so enjoyed or used by the Allottees as aforesaid.
3. The costs of the salaries of clerks, bill collectors, sweepers, Gardener, watchman etc.
4. The costs of working and maintenance and water pumps, lifts, water connections, costs of water and Electric meter, lights and other service charges for facilities provided in the said Building and in the *Complex/Project*
5. Municipal and other taxes.
6. The costs of common electric meter bill and water meter bill of the said Building;
7. Insurance Charges of the said Building
8. Development charges as per P.M.C. Rules
9. Expenses for maintenance and repairs of common roads, drainage line, streetlight, garden and other common amenities and facilities in the said *Complex/Project*.

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

COMMON SEAL OF THE within named “Promoter ”)
PURANIK BUILDERS PRIVATE LIMITED, was)
pursuant to the Resolution Passed by its)
Board of Directors in its meeting held)
in the presence of Director,) **For PURANIK BUILDERS PRIVATE LIMITED**
Mr. Yogesh Govind Puranik)
Or Mr. Shailesh Gopal Puranik)
who has In token of the affixation of the) **DIRECTOR**
Common seal hereunto set his hands)

1] Mr. Jaikumar Babulal Bhandari)
2] Mr. Rajnish Maniklal Bhandari)
3] Mr. Anuj Maniklal Bhandari)
4] Mr. Shailesh Jaykumar Bhandari)
1] to 4] through Power of Attorney Holder M/s Puranik)
Builders Pvt. Ltd through its Director,) **For PURANIK BUILDERS PRIVATE LIMITED**
Mr. Yogesh Govind Puranik)
Or Mr. Shailesh Gopal Puranik)
who has In token of the affixation of the) **DIRECTOR**
Common seal hereunto set his hands)

SIGNED SEALED AND DELIVERED)
by the Within named the “Confirming parties “)
Firm **M/S. B.U. Bhandari Ventures through Partners**) **For M/S. B.U. Bhandari Ventures**
1] Mr. Jaikumar Babulal Bhandari and/or)
2] Mr. Rajnish Maniklal Bhandari and/or)
3] Mr. Anuj Maniklal Bhandari and/or)
4] Mr. Shailesh Jaykumar Bhandari)

Partner

In the presence of

1. _____)
_____)
2. _____)
_____)

SIGNED AND DELIVERED by the)

Within named “THE ALLOTTEE/s”)

1. _____)

2. _____)

In the presence of

1. _____)
_____)

2. _____)
_____)

RECEIPT

Received on the day and year first hereinabove)

mentioned the aforesaid sum of)

Rs. _____/- in Cash / by Cheque)

/ Draft No. _____ dated _____)

drawn on the _____)

_____ Bank _____ Branch)

before execution of this agreement)

Rs _____/-

WE SAY RECEIVED

FOR PURANIK BUILDERS PVT LTD

(Director)