

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this _____ day of December, Two Thousand and Seventeen.

BETWEEN

P4 PROPERTIES

A Registered Partnership Firm

Registered Under Indian Partnership Act 1932,

Having its registered office:

Office No. 208, Second Floor, A Square Building, Plot No. 34, ABC, Opp. Akurdi Station, Nigdi, Pune 411044.

PAN NO. **AAPFP4476N**

Through its Partner

Mr. GHANSHAYAM GORDHANBHAI GAJERA

Age : 38 Years, Occupation: Business

Residing at :- A Square Building, Plot No.34, Sector No.26, Pradhikaran, Nigdi, PUNE - 411 044

Hereinafter referred to as the **“The Promoter”** (Which expression unless repugnant to the context or meaning thereof shall mean and include the said firm, its present and future partners and their executors, administrators and assigns) ... **Party Of First Part**

AND

MR. _____

Age :- _____ Years, Occupation :- Service;

PAN NO. _____

Residing at :- _____

Hereinafter referred to as **“The Purchaser/Allottee/S”** (which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns) **OF THE SECOND PART.**

WHEREAS The lands more particularly described in the Schedule I and Schedule II written hereunder (Hereinafter referred to as the '**said lands**' for the sake of brevity and convenience) were owned by Promoter from Mr. Shaukat Ali Abdul Kuddus Chaudhary by Sale Deed dated 03/09/2017 and which is duly registered in the office of Sub-Registrar Haveli No. 25, Pune at Serial No. 9718/2017 and accordingly the name of Promoter was recorded to the 7/12 Extract of the said property by Mutation Entry No. 9910.

AND WHEREAS the Promoter is entitled and enjoined upon to construct buildings on the said project lands in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is absolute owner and in possession of the said project land.

AND WHEREAS the Promoter has decided to develop the said land by construction an ownership flats, a scheme in the name of **"REVANTA"**

AND WHEREAS the Pimpri Chinchwad Municipal Corporation sanctioned the building plan in respect of the building proposed to be constructed only on the said land vide Commencement Certificate No. **BP/LAYOUT/RAVET/34/2014 dated 04/06/2015;**

AND WHEREAS the Additional Collector Pune has granted permission for the Non Agricultural use of the said land vide its Order **dated 17/03/2015** in case no. **PMC/SANAD/SR/55/2015;**

AND WHEREAS the Promoter has proposed to construct on the project **land Parking plus _____ floors.**

AND WHEREAS by virtue of the Sale Deed Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the Flat Purchaser/Allottee is offered an **Flat bearing number _____ on the _____ FLOOR**, (herein after referred to as the said "Flat") of the Building called **REVANTA** (herein after referred to as the said "Building") by Project known as **"REVANTA"**;

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartment etc. in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the Apartment Purchaser/Allottee(s)/s of the Apartment to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Flat Purchaser/Allottee, the Promoter has given inspection to the Flat Purchaser/Allottee of all the documents in respect of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/S Arc Solutions, Pune as its Architect and M/s. Spectrum Consultant** as their Structural Engineers and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Flat are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser/Allottee, as sanctioned and approved by the local authority have been annexed and marked Annexure D;

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____;

AND WHEREAS the carpet area of the said Flat is _____ Square Meters and "carpet area" means the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Flat Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Flat Purchaser/Allottee, but includes the area covered by the internal partition walls of the Flat;

AND WHEREAS the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Flat Purchaser/Allottee has paid to the Promoter a sum of Rs. _____/- (In word of Rupees _____ Only), being part payment of the sale consideration of the Flat agreed to be sold by the Promoter to the Flat Purchaser/Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and

the Flat Purchaser/ Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Flat Purchaser/ Allottee hereby agrees to purchase the Flat and the garage/ covered parking (if applicable)

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

1. The Promoter shall construct the said building/s consisting of parking + Five floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Flat Purchaser/ Allottee in respect of variations or modifications which may adversely affect the Flat of the Flat Purchaser/ Allottee except any alteration or addition required by any Government authorities or due change in law.

- 1.(a) The Flat Purchaser/ Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser/ Allottee **Flat No . ____ of the type ____ BHK of carpet area admeasuring ____ Sq. Mts. on ____ FLOOR in the building REVANTA** (hereinafter referred to as "the Flat ") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 for the total consideration of **Rs. ____/- (In word of Rupees ____ Only)** including MSEB meter, parking space and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- 1(b) The total aggregate consideration amount for the Flat including parking spaces, MSEB meter etc. is thus Rs. ____/- (In Word of Rupees ____ Only).
- 1(c) The Flat Purchaser/ Allottee has paid on or before execution of this agreement a sum of Rs. ____/- (In word of Rupees Ten Lakh Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. ____/- (In word of Rupees ____ Only) in the following manner :-

- i. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 20% of the total consideration) to be paid to the Promoter after the execution of Agreement.
 - ii. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 35% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Flat is located.
 - iii. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the 2nd Slab of the building or wing in which the said Apartment is located.
 - iv. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the 4th Slab of the building or wing in which the said Apartment is located.
 - v. Amount Rs. _____/- (In word of Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the 6th Slab of the building or wing in which the said Apartment is located.
 - vi. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
 - vii. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment
 - viii. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
 - ix. Amount of Rs. _____/- (In word of Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
 - x. Balance Amount of Rs. _____/- (In word of Rupees _____ Only) against and at the time of handing over of the possession of the Apartment to the Apartment Purchasers/Allottees on or after receipt of occupancy certificate or completion certificate.
- 1(d) The Total Price above excluded Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat.

- 1(e) 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 Flat Purchaser/ 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 Flat Purchaser/Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Flat Purchaser/ Allottee by discounting such early payment @ 9 % per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Flat Purchaser/ Allottees by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Flat Purchaser/ Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Flat Purchaser/ Allottee within forty-five days. If there is any increase in the carpet area allotted to Flat Purchaser/ Allottees, the Promoter shall demand additional amount from the Flat Purchaser/ Allottees as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of the Agreement.
- 1(h) That Flat Purchaser/ 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 Flat Purchaser/ Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser/ Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.
- 2.2 Time is of essence for the Promoter as well as the Flat Purchaser/ Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Flat Purchaser/ Allottee and the common areas to the association of the Flat Purchaser/ Allottee or society as the case may be after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Flat Purchaser/ Allottee shall

make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Flat Purchaser/Allottee, the Promoter agrees to pay to the Flat Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Flat Purchaser/Allottee, for every month of delay, till the handing over of the possession. The Flat Purchaser/Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Flat Purchaser/Allottee to the Promoter under the terms of this Agreement from the date said amount is payable by the Flat Purchaser/Allottee(s) to the Promoter.
4. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Flat Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Flat Purchaser/Allottee to the Promoter under this Agreement (including his /her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser/Allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Flat Purchaser/Allottee, by Registered Post AD at the address provided by the Flat Purchaser/Allottee and mail at the e-mail address provided by the Flat Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Flat Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser/Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Flat Purchaser/Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Flat to the Flat Purchaser/Allottee on or before 31/12/2022. If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Flat Purchaser/Allottee the amounts already received by him in respect of the Flat with interest at the same rate

as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
 - (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority.
- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Flat Purchaser/Allottee as per the agreement shall offer in writing the possession of the Flat, to the Flat Purchaser/ Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Flat to the Flat Purchaser/Allottee. The Promoter agrees and undertakes to indemnify the Flat Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Flat Purchaser/Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of Flat Purchaser/Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Flat Purchaser/Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
- 7.2 The Flat Purchaser/Allottee shall take possession of the Flat within 15 days of the Promoter giving written notice to the Flat Purchaser/Allottee intimating that the said Flat are ready for use and occupation:
- 7.3 **Failure of Flat Purchaser/Allottee to take Possession of Flat:** Upon receiving a written intimation from the Promoter as per clause hereinabove the Flat Purchaser/Allottee shall take possession of the Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat to the Flat Purchaser/Allottee. In case the Flat Purchaser/Allottee fails to take possession within the time provided in clause hereinabove such Flat Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of five years from the date of handing over the Flat to the Flat Purchaser/Allottee, the Flat Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Flat Purchaser/Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Flat Purchaser/Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence.

9. The Flat Purchaser/Allottee along with other Flat Purchaser/ Allottee(s) of Flat in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Flat Purchaser/Allottee, so as to enable the Promoter to register the common organization of Flat Purchaser/Allottee. No objection shall be taken by the Flat Purchaser/Allottee if any; changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 9.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Original Promoter and/or the owners in the said structure of the Building or wing in which the said Flat is situated.
- 9.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Original Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter to the Flat Purchaser/Allottee that the Flat is ready for use and occupation, the Flat Purchaser/Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Flat Purchaser/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser/Allottee further agrees that till the Flat Purchaser/Allottee's share is so determined the Flat Purchaser/Allottee shall pay to the Promoter provisional monthly contribution of per sq. ft. Rupees Three Only for six months towards the outgoings. The amounts so paid by the Flat Purchaser/Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in the

Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

10. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Flat Purchaser/Allottee shall pay to the Promoter, the Flat Purchasers/Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project Land, the Flat Purchasers/Allottees shall pay to the Promoter, the Flat Purchaser/Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- v. 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 Flat Purchaser/Allottee created herein, may prejudicially be affected;
- vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Flat Purchaser/Allottee under this Agreement;

- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Flat Purchaser/ Allottees in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the association of Flat Purchaser/ Allottee the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Flat Purchaser/ Allottee;
- ix. 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;
- x. 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 project land and/or the Project except those disclosed in the title report.
- 13. The Flat Purchaser/ Allottee or himself/ themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows :-
 - i. To maintain the Flat at the Flat Purchaser/ Allottee's own cost in good and tenable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser/ Allottee in this behalf, the Flat Purchaser/ Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser/ Allottee and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Flat Purchaser/ Allottee committing any act in contravention of the above provisions, the Flat Purchaser/ Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat is situated.
- viii. To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/ or Government and/or other public authority, on account of change of user of the Flat by the Flat Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- xi. The Flat Purchaser/Allottee shall not let, sub-let, transfer assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser/Allottee to the Promoter under this Agreement are fully paid up.
- xii. The Flat Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiii. Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society/Limited Society, the Flat Purchaser/ Allottee shall permit the Promoter and their surveyors and agents, with or without

workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- xiv. Till a Conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or Federation, the Flat Purchaser/Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- 14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser/Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

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

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

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

17. **BINDING EFFECT**

Forwarding this Agreement to the Flat Purchaser/Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Flat Purchaser/Allottee until, firstly, the Flat Purchaser/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 the date of receipt by the Flat Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Flat Purchaser/Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Flat Purchasers/Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Flat Purchaser/Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Flat Purchaser/Allottee, application of the Flat Purchaser/Allottee shall be treated as cancelled and all sums deposited by

the Flat Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Flat Purchaser/Allottee without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO FLAT PURCHASER/ALLOTTEE/SUBSEQUENT FLAT PURCHASER/ALLOTTEE

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 Flat Purchaser/Allottee of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

21. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

23. 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.

24. PLACE OF EXECUTION

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

25. The Flat Purchaser/Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
26. That all notices to be served on the Flat Purchaser/Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/Allottee or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Flat Purchaser/Allottee's

MR. _____

Residing at :- _____

Name of Promoter

P4 PROPERTIES

Office No. 208, Second Floor, A Square Building, Plot No. 34, ABC, Opp. Akurdi Station, Nigdi, Pune 411044.

It shall be the duty of the Flat Purchaser/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 Flat Purchaser/Allottee, as the case may be.

27. JOINT FLAT PURCHASER/ALLOTTEE

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

28. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Flat Purchaser/Allottee.
29. Dispute Resolution: - Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the RERA Authority ads per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

30. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

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

FIRST SCHEDULE-I ABOVE REFERRED TO (Description of the said land)

ALL THAT piece and parcel of vacant land or ground admeasuring about 56 Ares, from the land bearing Survey No.74, Hissa No.2B, totally admeasuring 01 Hectare, assessed at Rs.1.08 Paise situated at Village Ravet, within the limits of the Pimpri Chinchwad Municipal Corporation, within the Sub-Registration District of Haveli, Taluka Haveli, District Pune.

SECOND SCHEDULE-II ABOVE REFERRED TO (Description of the said land)

ALL THAT piece and parcel of vacant land or ground admeasuring about 6 Ares, from the land bearing Survey No.74, Hissa No. 1A/1A, totally admeasuring 1 Hectare 54 Ares, assessed at Rs.2.96 Paise, situated at Village Ravet, within the limits of the Pimpri Chinchwad Municipal Corporation, within the Sub-Registration District of Haveli, Taluka Haveli, District Pune.

Combine boundaries of Schedule properties as per demarcation and Possession as under :-

On or towards the East : Remaining Land of Survey No. 74/2B
On or towards the South : Survey No. 74/4
On or towards the West : 15 Feet meter road
On or towards the North : Survey No. 75

THIRD SCHEDULE 'A'- ABOVE REFERRED TO (Description of the said premises)

Project Name. : **REVANTA**

Floor : _____

Residential Flat No. : _____

Flat Area (Carpet area) : _____ Sq. Mtrs.

Enclose Balcony : _____ Sq. Mtrs.

Exclusive Right to use Terrace : _____ Sq. Mtrs.
(adjacent

Car Parking : _____

**SIGNED AND DELIVERED BY THE
WITHIN NAMED AS PROMOTER
P4 PROPERTIES**
Through its Partner

Mr. GHANSHAYAM GORDHANBHAI GAJERA

**SIGNED AND DELIVERED BY THE
WITHIN NAMED AS PURCHASER/ALLOTTEE**

MR. _____

WITNESSES

(1) Sign: -----

Name: _____
Address: _____

(2) Sign: _____
Name: _____
Address: _____