

Letter of Allotment

To,
Mr. _____,

Address:- _____.

This is with reference to your application for allotment dated _____ with respect to the Apartment No. _____, situated on the _____ floor, in the building and project known and styled as **"LORD'S ESTATE"** being constructed on Survey No. 161A/1/3, admeasuring as per VF 7/7A/12 "Hectare 0.22 Are", corresponding City Survey No. 2297, admeasuring as per Property Register Card 2,160.5 Sq. Mtrs., of village Bhamburda (Shivaji Nagar) of City of Pune (for short the said **"APARTMENT"**). We are pleased to inform you that, the said Apartment has been allotted/ booked in your name on certain terms and conditions as mentioned herein below:

- i) The said Apartment has been allotted to you, subject to due execution and registration of the agreement for sale with respect to the said Apartment.
- ii) We have received an earnest amount of Rs. _____/- (Rupees _____) by Cheque/ D.D./ Bank Pay Order No. _____ drawn on _____ Bank, _____ Branch, in the name of Mount view Properties LLP against the total consideration amount of Rs. _____/- towards the said Apartment.
- iii) You are also liable to pay GST and all other applicable taxes with respect to the said Apartment and its appurtenances. In addition to the cost of the apartment, you shall be liable to pay Maintenance Deposit, Sinking Fund, amount towards Stamp Duty Charges, Registration charges, and all other statutory levies as applicable. In case of cancellation of such allotment we shall refund the amount received by us towards consideration of the said Apartment and its appurtenances within a period of 30 (thirty) days from such cancellation, subject to deduction of administrative charges (if any) of Rs. _____/-. On refund of the such amount, you shall have no right, title and interest in the said Apartment and its appurtenances and we shall be entitled to deal and dispose off the same without any reference and recourse to you. You shall also sign necessary papers and return the original documents, papers and receipts to us.
- iv) This allotment letter and its terms and condition do not constitute an agreement to sell. In case any action, notice or claim is initiated by any authority to pay the stamp duty and other charges and if any stamp duty and other charges, penalty etc. becomes payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by you and Mount view Properties LLP will not be liable to pay any part thereof.
- v) As stated above, this is only a Letter of Allotment and its terms and condition do not constitute an agreement to sell, hence you shall not be entitled to sell, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose off the said Apartment or any part thereof.
- vi) This Allotment Letter is valid for a period of _____ days from the date hereof and you shall pay necessary stamp duty, cesses and registration fees along with

other expenses and upon intimation thereof by Mountview Properties LLP attend such office and admit execution thereof. In case of your failure to do so, we shall be at liberty to cancel this Allotment and offer the booking of the said Apartment to another purchaser and accept the application money from such other purchaser. In such case the amount paid by you shall be refunded back only after the application money is received from such new prospective purchaser.

- vii) Till the time the agreement for sell with respect to the said Apartment is duly executed and registered, the said Apartment will continue to be under negotiation.
- viii) You have carefully gone through the contents of the Agreement for sell to be executed between you and Mount view Properties LLP and have understood all obligations including the payment schedule and other payments to be made in respect thereof and there will be no objection by you in this respect.
- ix) You are aware that the Plans of the project are submitted for revision to the Municipal Corporation of Pune and being aware of the same you have requested Mount view Properties LLP to allot the said Apartment.
- x) You have granted your consent to Mount view Properties LLP for change/ modification/alteration of and in the layout of the said Land including amalgamation and/or sub division thereof, of the plans of the building adding the construction/additional floors thereto without adversely affecting the construction of the said Apartment.
- xi) You admit to have taken inspection of all documents of title relating to the said Land and Mount view Properties LLP, the plans, designs, specifications, the master layout relating to development of the said Land comprising of various buildings, amenity space, marginal open space, ingress, egress and such other as proposed, title report of the Advocate and other documents as are specified under the Maharashtra Ownership Flats Act, 1963 and Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder.
- xiii) The Civil Courts/ Real Estate Regulatory Authority shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto in connection with this Allotment.

Hence this Allotment.

Thanking you,

We Accept

**For Mountview Properties LLP
(Partner)**

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed here at Pune, on this ____ day of _____, month of the year 2017.

Between

MOUNT VIEW PROPERTIES LLP, (PAN : _____) a limited liability partnership, incorporated and registered under the Limited Liabilities Partnership Act, 2008, having its office at : 1, Adams Court, 2nd Floor, Baner road, Baner, Pune - 411 045 represented by its duly designated partner **MR. BHARAT AGARWAL**, aged about 43 years, residing at : B -303, Mantri Lawns, Aundh, Pune - 411 007 and.....hereinafter called as the **“PROMOTER** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor)of the FIRST PART,

And

Full name:		
Age about:		Occupation:
Residing at:		
PAN:		
Email ID		Mobile:

Full name:		
Age about:		Occupation:
Residing at:		
PAN:		
Email ID		Mobile:

.....hereinafter called as the **“ALLOTTEE”**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his /her /their respective heirs, successors, survivors, executors, administrators and assigns).....of the SECOND PART,

And

M/s. SHIVAM PROMOTERS, (PAN: AAXFS 7170E) a partnership firm duly registered with the Registrar of Firms, Pune at *Vide* Registration No. MPA 53906, dated 16/04/2004 under the provisions of the Indian Partnership Act, 1932, having its office at: Survey No. 3/1/1/2 (old Survey No. 71/1 of Village Kondhwa (Khurd), Yewalewadi, Pune - 411 048, represented by its partners,

(i) **Miss. CHELNA NITIN LUNKAD**, (PAN: AGVPL 2596F), aged about 25 years, residing at: 7, Panna Mahal, Modi Baug, Shivajinagar, Pune - 411 016 and,

(ii) **ROCKET FOODS LIMITED**, a company registered under the provisions of the Companies Act, 1956 (now deemed to have been registered under the provisions of the Companies Act, 2013) having its registered office at : 71/1/1, Yewalewadi, Kondhwa Bk, Pune, represented by its duly authorized director, Vimlabai Mohanlal Lunkad, aged adult, residing at : Pannamahar, Shivajinagar, Modi Baug, Pune through its Power of Attorney holder **MOUNT VIEW PROPERTIES LLP**, (through its designated Partner Mr. Bharat Agarwal).....hereinafter called as the “**OWNER**” (which expression shall, unless repugnant to the context or meaning thereof, mean and include all its existing and future partners, their respective heirs, successors, executors, administrators and assigns).....of the THIRD PART,

W H E R E A S,

- a. All that property bearing Survey No. 161A/1/3, admeasuring as per VF 7/7A/12 “Hectare 0.22 Are”, corresponding to City Survey No. 2297, admeasuring as per property register card 2,160.5 square meters, situate at village Bhamburda (Shivajinagar) of City of Pune, more particularly described in SCHEDULE-I written hereunder (hereinafter referred to as the said “**LAND**”) has been purchased by the Owner herein, in the auction proclaimed by the Hon’ble Debts Recovery Tribunal, Pune, *vide* Sale Certificate, dated 30.10.2003 under the provisions of the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 in the proceedings bearing Original Application No. 20P/2001 followed by Recovery Proceeding No. 304/2002, dated 25.09.2003 *vide* instrument dated 13.06.2015 and duly registered with the Joint Sub-Registrar (Class-2), Haveli No. 23, at serial No. 4693/2015 on 14.06.2015;
- b. By the instruments of development; comprising of the Development Agreement and the Power of Attorney; both dated 24.08.2015 registered in the office of the Sub-Registrar, Haveli No. 18, at Serial No. 6635/ 2015 and 6636/2015 respectively, the Owner and the Promoter agreed to develop the said Land by constructing a new building thereon, consisting of independent blocks for residential use in consideration partly of sharing the gross sale proceeds and partly in kind in the form of construction of a residential Apartment by the Promoter for the Owner, in terms enumerated therein;
- c. Pursuant to the said Development Agreement and Power of Attorney the Promoter is in possession of the said Land and also entitled and enjoined upon to develop the said Land in accordance with the recitals enumerated therein;
- d. The Promoter accordingly, has appointed Jay P. Aeram; architect registered with the Council of Architects, having office at, 403, Akshay Center, Tilak Road, Shurkarwar Peth, Pune and M/s. **JW Consultants LLP**, having office at: Office No. 201, 2nd floor, 100 Kennedy Road, Behind Hotel Le Meridian, Pune – 411 001 as structural engineer for preparation of the structural design and drawing of the building plans and supervising

the construction, proposed to be made on the said Land and the Promoter accepts the professional supervision of the said Architect and the structural Engineer till the completion of the said Real Estate Project. Pursuant thereto the Promoter commenced the development of the said Land and construction of the said Project. The said Promoter reserves right to change such Architect and/or Structural Engineer for the benefit of the said Real Estate Project;

- e. In view of the said Land already being used for non-agricultural purposes of residence and on which the non-agricultural assessment already stands levied, the Municipal Corporation of the City of Pune (for short the "**PMC**"), being the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, *vide* its commencement certificate No. B.D.D/CC No. 1816/2015, dated 10.09.2015 sanctioned the plans for construction of the building on the said Land and obtained revised sanctions bearing Nos. CC/4112/2015, dated 15/03/2016 and CC/4475/15 dated 31.03.2016, and further obtained revised sanction *vide* commencement certificate No. CC/1590/16, dated 09.09.2016 in respect of the proposed building to be constructed on the said Land and the Promoter reserved its right to further revise the said plan in accordance with sanction by the Competent Authority;
- f. The Promoter has got some of the approvals from the concerned local authority to the plans, the specification, elevations, sections and of the said building to be constructed on the said Land (hereinafter referred to as the said "**SANCTIONED PLANS**") and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Project;
- g. in accordance with the above and in accordance with the permission and sanctions granted by various authorities, the Promoter has started development of the said Land and in pursuance thereof the Promoter has decided to carry out construction on the said Land, by constructing a real estate project consisting of one Building comprising of Basement + Ground + 11 upper floors and comprising of 10 residential apartments therein and is hereinafter called as the said "**BUILDING**", along with common areas and facilities appurtenant to the said Building known as "**LORD'S ESTATE**" (hereinafter the said Building and common areas and facilities are *collectively* referred to as the said "**PROJECT**");
- h. By virtue of the said Development Agreement and Power of Attorney the Promoter has sole and exclusive right to sell the Apartments/Units in the said Building being constructed by the Promoter on the said Land and to enter into Agreement/s with the Allottee/s of the Apartments/Units and to receive the sale consideration in respect thereof. The Promoter has accordingly commenced construction of the building in accordance with the said Sanctioned Plans;
- i. The Allottee is desirous to purchase an Apartment No. ____ on the ____ Floor and having carpet area admeasuring ____ square meters, along with exclusive right to use attached terrace admeasuring, ____ square meters, and along with exclusive right to

use attached Balcony admeasuring _____ square meters, and further together with exclusive right to use attached passage admeasuring _____square meters situate in the said Building along with exclusive right to use Car-Parking space No. _____ of the said Project being constructed on the said Land, and more particularly described in SCHEDULE – II written herein below and delineated in the floor map annexed hereto as “Annexure – E” (hereinafter called as the said “**APARTMENT**”) from the said Promoter, for and at the agreed price as hereinafter mentioned;

- j. On demand of the said Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Land, and the plans, designs and specification prepared by the Promoter’s Architect Jay P. Aeram of the said Project, brief information regarding proposed construction on the said land and title reports of the Advocate and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (for short the “**RERA**”) and the rules and regulation made thereunder, together with disclosures and information as are specified under the Maharashtra Ownership of Apartments Act (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (for short the “**MOFA**”); moreover the Promoter herein has requested to the Allottee to carry out independent search his /her /their on attorney/ advocate and to ask any queries he /she /they have regarding the marketable title, leasehold rights and authorities of the Promoter with respect to the said land, the Allottee has/ have satisfied himself/ herself/ themselves in respect of marketable title of the Promoter to the said Land;
- k. the Promoter is taking appropriate steps to register the said Project being constructed on the said Land with the Real Estate Regulatory Authority, Mumbai in terms of section 3 (1) of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder;
- l. (i) The copy of Title Report and Certificate of Title thereon issued by the Advocate of the Promoter has been annexed hereto and marked as “Annexure – A”, (ii) The copy of VF 7/7A/12 has been annexed hereto and marked as “Annexure – B”, (iii) The copy of Property Register Card has been annexed hereto and marked as “Annexure – C”, (iv) The copy of revised Commencement Certificate has been annexed hereto and marked as “Annexure – D”, (v) The copy of floor plan has been annexed hereto and marked as “Annexure – E”, (vi) The copy of Building Plan / Sanctioned layout has been annexed hereto and marked as “Annexure – F”;
- m. The Allottee is aware that the Promoter has entered into various Agreements with prospective allottee/s/Allottee with respect to sale/ allotment of other Apartments and rights apparent thereto and the Parties relying on the confirmation, representation and assurance of each other to faithfully abide by the terms, conditions and stipulation contained in this Agreement and all applicable law, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing;

- n. In accordance with the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the Parties *inter se*, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the parties hereto therefore, have executed this Agreement for sale, witnessing the terms and conditions thereof, in compliance to section 13 of the said Act, as under:

NOW THIS AGREEMENT FOR SALE WITNESSETH:

1. **NON OBSTANTE:**

Notwithstanding anything contained anywhere in this Agreement for Sale, the Allottee hereby declares, confirms and agrees as follows:

- (a) The Promoter has reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("**FAR/ FSI**") originating from the physical area of the said Land and/or such other adjoining/ abutting pieces of land to which the Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Promoter;
- (b) The Promoter and the Owner have also reserved all rights to avail, use, utilize and consume the additional FAR/FSI, either by way of Transferable Development Rights ("**TDR**") or otherwise by whatever name called, as may be permissible under the concerned rules and regulations and as may be decided by them *inter se* by mutual consent;
- (c) The Promoter has also reserved all its rights either (i) to develop and/or dispose off by sale or otherwise transfer the Apartments and/or any such other permissible portion, and appropriate the proceeds thereof in terms of the instruments of development by and between the Promoter and the Owner, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FAR/FSI granted in lieu thereof, on the said Land for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules/ Regulations.
- (d) The Promoter has also reserved all its rights to develop and/or construct a building/s on the open space of the said Land as may be permissible under the concerned regulations.
- (e) The Promoter has reserved all its rights to amalgamate and/or sub-divide the said Land and/or any other abutting/ adjoining pieces of land to which the Promoter may be entitled to in law, in which case the Promoter shall be entitled to lay in the said Land or shall be entitled to pass through the said Building, Land any Drains, Sewers, Water & Electrical Pipelines, Telecom Conduits and other Installations etc. for the purpose of development of the adjoining land;

- (f) It is specifically agreed that, due to change in Development Control Rules, or new policies, rules coming into force if any additional F.S.I. is available (either by way of T.D.R. or otherwise) in respect of the said Land then the Promoter and the Owner have exclusive right to use such additional F.S.I. for the sole benefit of the Promoter. The Allottee/s hereby further give/s and accord/s his/ her/ their consent for additional constructions/ floors as a result of the Promoter's using additional F.S.I. without materially & adversely affecting the area of the said Apartment, and the Allottee and or the ultimate body shall not have any right to object for such additional construction/ extensions/ floors which will be carried out by the Promoter in future; The Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee except any alteration, addition or modification in the sanction plan, layout plans and specification's of the said Building or the common areas which are to be made by the Promoter in compliance of any order or direction etc. issued by any Government authorities or Competent Authorities under any law or statute or under any law of central or state government. The Promoter may also make any minor additions and alternations as may be required by the Allottee or such minor changes as may be necessary due to architectural and structural reasons;
- (g) The Allottee shall have limited claim only in respect of the said Apartment as envisaged in this Agreement.
- (h) **The** Allottee is/are aware that, the building plans are sanctioned by the PMC and as such F.S.I that may be consumed while constructing the said Building on the said Land, may be more or less than the area of the said land and may not be in proportion to the F.S.I consumed thereon so also some of the common amenities like gutters, sewage, electric cables, parking space etc. are commonly provided for the said building constructed or to be constructed and that the Promoter cannot sub-divide the said land. The Allottee/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said land;
- (i) The Promoter shall be at liberty to grant and allot right to exclusive use or facility appurtenant to, attached to, and inseparable from the given Apartment/s, of sanctioned parking space; terrace. The concerned Allottee of Apartment shall be entitled to exclusive use thereof as an appurtenant to his/ her/ their Apartment;
- (j) The Promoter shall also be developing the amenity space out of the said Land by constructing thereon, a Complex/s consisting commercial/ shopping and conveniences as is permissible under the concerned PMC Regulations, such as but not limited to malls/ commercial offices/ showrooms/ hotels/ departmental stores/ schools/ educational institutions/ hospitals etc. The Promoter shall also be disposing the same of to the intending Allottee/s. The Allottee herein, here accords his consent and 'no objection' for development of the amenity space and disposal of the Apartments/units therein by the Promoter and the Promoter may make the Allottee/s of such Apartments/Units members of the Society/ies to be formed of all Apartment of Allottee/s in the said

Project. The Promoter shall be entitled to retain with itself or transfer the title/ possession of the said Construction on such Amenity Space as may be permissible under concerned statutes;

2. **AGREEMENT:**

Subject to other terms and conditions herein, the Promoter hereby agreed to sell, assign, sell or otherwise convey the said Apartment (described in SCHEDULE - II and delineated in the floor map annexed hereto), unto and in favour of the Allottee herein, and the Allottee accordingly agreed to acquire and purchase the same from the Promoter, at or for total price hereinafter mentioned (excluding all taxes/ levies as per Government applicable rates which shall be separately payable and borne by the Allottee). The said price is inclusive of charges for formation and registration of Association of Apartment Owners/Society, the share money, application/ entrance fee of the Association/Society and the MSEDCL meter charges and expenses. All expenses separately mentioned herein below and expenses for stamp duty and registration fees shall be paid by Allottee separately;

3. **CONSIDERATION/PRICE:**

- (a) The Allottee has/have paid before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) plus all other applicable taxes as Advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of consideration of Rs. _____/- (Rupees _____ only), the said total consideration of Rs. _____/- (Rupees _____ Only) has to be paid in the manner following:

Sr. No.	Amount Rs.	Stage of Payment
1	-----/-	On or before execution of Agreement as advance payment or application fee
2	-----/-	on completion of plinth of the said building.
3	-----/-	on completion of slabs including podiums and stilts of the said building.
4	-----/-	on completion of the walls, internal plaster, of the said Apartment.
5	-----/-	on completion of flooring and tiling in toilets of the said Apartment
6	-----/-	on completion of windows of the said Apartment
7	-----/-	on completion of sanitary fittings of the said Apartment and on completion of flooring of the lobby and the staircase of the floor level of the said Apartment.
8	-----/-	On completion of lifts, water pumps, common electrical fittings of the building in which the said Apartment is situated and on completion of

		entrance lobby.
9	-----/-	At the time of handing over possession of the said Apartment.
TOTAL	-----/-	(Rupees only)

- (b) In view of section 194-IA of the Income Tax Act, 1961, coming into force with effect from 01.06.2013 and the agreed price of the said Apartment being more than Rs. 50/- Lakh, the Allottee shall deduct an amount equivalent to 1 *per cent* of each installment agreed, and pay to the concerned exchequer to the credit of the said Promoter and the said Allottee delivers TDS certificate together with evidence of such payment forthwith. On furnishing such TDS certificate and evidence of payment by the said Allottee and on such payment is reflected on the exchequer Web-site, the Promoter shall deduct equivalent amount from each installment;
- (c) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged /credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate/challans and the amount mentioned in the certificate/challans is matching with records of the Income Tax Department;
- (d) Provided further that, at the time of handing over possession of the said Apartment, if any such certificate/challans is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Allottee, which shall be refunded by the Promoter on the Allottee producing such certificate/challans within 4 months of the possession. Provided further that, in case the Allottee/s fails to produce such certificate/challans within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s;
- (e) In case of default committed by the Allottee, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India or as per rules and regulations made under the RERA from time to time, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law;
- (f) The installments of the consideration agreed to be paid and payable by the Allottee to the Promoter as mentioned above, shall always be the essence of this Agreement for Sale;
- (g) It is made clear and agreed by and between the parties hereto that, the Promoter shall not be bound to follow the chronological order of any of the above said stages / installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to

merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment;

- (h) The Allottee/s shall make payment of all installments towards the agreed consideration amount to the Promoter by Demand Draft or by local Cheques in the name of the Promoter herein. If the Allottee/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoter after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoter;
- (i) It is made it clear that, the benefit accrued by the Promoter due to implementation of the Goods and Service Act, 2017 has been passed on by the Promoter by way of commensurate reduction to and in favor of Allottee/s herein and the same has been adjusted in the aforesaid consideration, the Allottee/s hereby agrees and accepts the same and further the Allottee/s hereby agrees not to raise any dispute/claim with respect to the same under the provisions of the said Act and rules made there under;
- (j) Total Consideration/Price of the said Apartment, as agreed to herein between the parties hereto, is in view of the market price for steel and cement prevailing as on the date of booking and the amount levied by the competent Authority as and towards development charges, fire premium, balcony closure premium or any such amount by whatever name called, for grant of sanction, permission, approval, revisions or renewals for development of the said Land (hereinafter referred to as the said **"DEVELOPMENT CHARGES"**) and construction of building/s thereon prevailing as on the date of booking of the said Apartment. Escalations/increases, due to increase on account of the said 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 the date of booking of the said Apartment to delivery of Possession thereof and of time to time. The said Allottee agrees to pay and shall be liable to pay to the Promoter, all such escalation, increase or enhancement of the said development charges as and when demanded by the Promoter. The Promoter undertakes and agrees that, while raising a demand on the Allottee in case of increase in development charges, cost or levies imposed by Competent Authorities etc., the Promoters 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;
- (k) Before taking the possession of the said Apartment, the Allottee shall make the payment to the Promoter of the charges as mentioned in Clauses herein below;

4. CONSTRUCTION:

- (a) 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 Apartment to the Allottee and shall

complete the construction of the said Apartment in accordance with the sanctioned/revised plan and specifications and amenities as agreed to and mentioned/enumerated in the herein below in respect of the said Apartment;

- (b) The Promoter shall complete the construction of the said Apartment in accordance with the sanctioned/ revised building plans and specifications and amenities as agreed to and mentioned/ enumerated in the herein below (the said "**SPECIFICATIONS**", for short);
- (c) The Promoter hereby declares that, the Floor Space Index available as on date in respect of the said Land is _____ sq. mtrs as per sanction plan and Promoter has planned to utilize Floor Space Index of _____ sq. mtrs by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various entire project as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the additional Floor Space Index of _____ sq. mtrs as proposed to be utilized by him on the said land in the said Project and the Allottee has agreed to purchase the said Apartment based on proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, and shall be subject to the rights and discretion reserved by the Promoter to be used, utilized and consumed for the construction of the remaining building/s on the said Land and/or adding to the construction thereto;
 - (i) the additional FAR/FSI by way of TDR for amenity, development plan road or slum rehabilitation or by whatever name called, by availing the same from the market, as is and to the extent permissible under the concerned Development Control Regulations prevailing at such time,
 - (ii) the additional FAR/FSI granted in lieu of surrender of the amenity space relating to the said Land,
 - (iii) the additional FAR/FSI granted in lieu of set-back, surrender of the area out of the said Land for road or road widening,
 - (iv) the additional FAR/FSI in lieu of any incident relating to the said Land;
- (d) The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the layout of the said Land including amalgamation and/or sub division thereof, of the plans of the building, (i) in case the same is required to be done under any rule, regulation, enactment then in force, or (ii) consequent to use, utilization and consumption of the additional FAR/FSI for construction of the building on the said Land and/or adding the construction thereto, without adversely affecting the construction of the said Apartment as agreed to be purchased by the Allottee;
- (e) The Promoter shall have preferential/ pre-emptor right to utilise the residual or available FAR/ FSI or the one increased by reason of any rule/ regulation/ enactment or

the additional one granted and/or allowed there under either by way of TDR and/or otherwise on the said Land, to which the Allottee hereby agrees and shall always be deemed to have agreed;

- (f) Subject to the right to revise and of revision of layout, and/or sub division, and/or the plans for construction of the building/s on the said Land by the Promoter, as hereinbefore agreed, no part of the said FAR/FSI has been utilized by the Promoter anywhere else;
- (g) The Promoter shall complete the construction of the said Apartment as agreed to herein on or before _____ and shall deliver the possession thereof, to the Allottee of the same but subject to payment of all dues payable by the Allottee/s to the Promoter herein. In default thereof, committed by the Promoter therein, however subject to the terms as agreed herein, the Promoter shall be liable, on demand to refund to the Allottee/s the amount already received by the Promoter in respect of the said Apartment with interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India or as per rules and regulations made under the RERA from time to time, per annum, from the date the Promoter received the said sum till the date the amount and interest are repaid;
- (h) The period of delay caused in completion of the construction of the said Apartment on account of:
 - (i) *force majeure*, civil commotion, earth quake, war, strike, boycott, *bandh*, threat,
 - (ii) non-availability or scarcity of any building material or finishing articles such steel, cement, sand, also, water and electricity etc.,
 - (iii) prohibitory orders, notices, stay, rules, regulations, notification from any court or statutory or government authority or
 - (iv) delay or default by the Purchaser/s or other Purchaser/s in payment of their respective amount of their dues and any installment under these presents (without prejudice to the right of the Promoter to terminate this agreement under clause mentioned hereinabove).
 - (v) delay in grant of any NOC/ permission /license connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Apartment, road NOC or any other NOC or getting any requisite Certificate from Municipal Corporation
 - (vi) any additional work in the said Apartment undertaken by the Promoter at the instance of the Purchaser/s
 - (vii) any other reasons beyond the control of the Promoter,

shall not be included and shall be excluded from computation of the period of completion of the said Apartment and delivery of possession thereof to the Allottee;

- (i) The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to construct the said Building due to *force majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter towards the said Apartment and the exclusive from the allotment within 30 (thirty) days from that date. After any refund of money to the Allottee, the Allottee agrees that he/she/they shall not have any rights, claims against the Promoter and that the Promoter shall be released and discharged from all its obligations under this Agreement;

6. POSSESSION:

- i. As mentioned aforesaid, the Promoter based on the approved plans and specifications, assures to hand over possession of the said Apartment on or before and accordingly, The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice from the Promoter of the Allottee intimating that, the said Apartment is ready for use and occupancy;

- ii. **Procedure for taking possession:**

The Promoter, upon obtaining the completion/ occupancy certificate from the competent authority shall offer in writing the possession of the said Apartment, to the Allottee and the terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter on its behalf shall offer the possession to the Allottee in writing within 30 (thirty) days of receiving the completion/ occupancy certificate of the said Apartment;

- iii. **Failure of Allottee to take Possession of the said Apartment:**

Upon receiving a written intimation from the Promoter as mentioned herein above, the said Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation *et cetera*, as might be required by the Promoter and in prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case failure on the part of the said Allottee to take possession, accordingly without any reasonable cause, within the time provided herein above such Allottee, shall continue to be liable to pay maintenance charges as applicable. Provided that, the decision of the Promoter as to reasonability of any such cause, contemplated herein, as might be put forth by the said Promoter, shall be final and shall be binding upon the Allottee;

Under no circumstances, the Allottee shall be entitled to possession of the said Apartment, unless the Allottee shall have paid the entire consideration and other money/charges/taxes/levies payable by the said Allottee under this agreement to the Promoter and/or money payable to any concerned authority under any concerned statute relating to the subject matter of this agreement;

- iv. It shall be expressly agreed that wherever it is responsibility of the Allottee to apply and to get necessary services the same shall not undertaken by the Promoter and the Allottee shall be solely responsible for the same.
- v. The Promoter shall confirm the final carpet area together with terrace area and balcony area whose exclusive right to use have been allotted by the Promoter that has been allotted to the Allottee for the said Apartment after the completion of construction of the said Apartment and the completion certificate thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 *per cent*. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate specified in the rules and regulations made under the RERA, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as per square meter as agreed in Clause 3 (ii) of this Agreement;

7. DEFECT LIABILITY:

- i. If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the Apartment are situated or any defect on account of workmanship, quality or provision of service then wherever possible such defects shall be bound to rectify/remove/alter by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter compensation for such defect in the manner as provided under the Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of 5 (five) years from the date of handing over possession, on payment of such fee as may be determined by the said Authority, be referred for decision to Adjudicating Officer appointed under section 71 of sub section (1) of the said Act;

Provided however that said period of five years shall commence from the date of handing over of the possession to the Allottee or from expiry of 15 days notice period issued by the Promoter for taking possession of the said Apartment, provided further that The Allottee/s shall not carry out any alteration of whatsoever nature in the said Apartment of the said project, and in specific the structures of the said unit/building/ which shall include but not limit to columns, beams, etc. or in the fittings therein in particular it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in bathroom, toilet and kitchen which may result in seepage of water. If any of such works are carried out without written consent of promoter the defect liability shall be automatically become *void*. The word 'Defect' here means only manufacturing and workmanship defect/s caused on account of willful neglect on part of the promoter and shall not

mean defect/s caused by normal wear and tear and by negligent use of the apartment by the occupants, vagaries of nature *et cetera*;

- ii. That it shall be the responsibility of the Allottee to maintain his Apartment in proper manner and take all due care needed including but not limiting to the joints in the tiles any Apartment are regularly field with white cement/epoxy to prevent water seepage;
- iii. Further where the manufacturer warranty shown by the promoter to the Allottee ends before the defects/s liability period and such warranties are covered under the maintenance of the said unit /building/ phase/wing and if the annual maintenance contract are not done/ renewed by the Allottee, the promoter shall not be responsible for any defects occurring due to the same.
- iv. That the entire project as whole has been conceived, designed and constructed based on commitment and warranties given by the vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by the maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the said Building amenities wherever applicable.

Moreover the Promoter is providing certain white goods in the apartment of the Allottee free of cost, and they come with the warranty as per the warranty card provided by the Vendor/Supplier, as agreed between the Parties hereto, the Promoter will not be liable for any defect in such products and the Allottee shall get the same rectified/ changed as per the policy of the Vendor/Supplier of particular product.

- v. That the Allottee has been made aware that, the Allottee expressly agrees that the regular wear and tear of the Unit/Building/Phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree *celsius* which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- vi. It is expressly agreed that, before any liability of defect is claimed by or on behalf of the Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in material used in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed of this Agreement;

8. USE OF THE APARTMENT:

The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence and shall use the covered parking space only for the purpose of keeping or parking vehicle;

9. ORGANISATION:

- i. Notwithstanding anything contained anywhere in this agreement or otherwise, the said Project being implemented on the said Land shall always be known and called as **"LORD'S ESTATE"**, though the same can be changed by the solely by the Promoter herein;
- ii. The Promoter herein shall form a Society of all Allottee(s)/ Apartment of Associations / Condominium in the said building, which are to be constructed on the said Land and the Allottee along with other Allottee(s) of apartment holder in the said Project shall join in forming and registering the Society/ Apartment of Associations/ Condominium of all Allottee(s) (hereinafter called as the said **"ORGANISATION"**) and for this purpose the Allottee(s) shall sign and execute the application for registration and/or membership and the other paper and documents necessary for the formation and the registration of the said Organization and for becoming a member, including the bye-laws of the proposed Society/ Apartment of Associations and duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee/s.
- iii. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Conveyance Deed/Deed of Apartments, 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;

10. CONVEYANCE:

- i. Unless prevented by circumstances beyond the control of the Promoter, the Promoter shall, execute and/or cause to be executed the conveyance of the said Land together with all the building/structures standing thereon in favour of the ultimate body or Allottee/s of Apartments or Association of Apartment holders, the Promoter shall (subject to his right to dispose of the remaining Apartments, if any) execute or caused to be executed a conveyance in the nature of deed of apartment in favour of each of the Allottee(s) within a period of five (5) years from the completion of the entire project **"LORD'S ESTATE"** by the Promoter on the said Land (subject to payment of all dues, amounts and considerations including stamp duty, other charges etc. paid by all Apartments/units Allottee(s);
- ii. Provided that, after conveying the title to the said Society/ Association of Allottee(s) under the RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building which is still not sold or allotted and shall be allowed to do so by the Association of Allottee(s) without any restriction or entry of the building and development of common areas;

Provided further that, in such case, the promoter shall be permitted the entry of Apartment of the building and common areas to also discharge his obligations under the RERA;

- iii. It is expressly agreed by the Allottee(s) that, till the execution of Conveyance, the Allottee(s) shall not be entitled to claim any rights and interest in respect of open space,

vacant land available in the said Land and the Promoter shall be absolutely entitle to carry out construction activity on such open space or such vacant land without prior written consent of the Allottee/s but subject to obtaining necessary sanction from the PMC;

- iv. Under no circumstances, the Allottee(s) shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee(s) hereinabove either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee(s).
- v. All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid by the Allottee(s) as per his/ her/ their proportionate share in view of carpet area.
- vi. The execution of the conveyance of the Apartment and/or Apartments, building/s and the Land in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein on the Allottee(s) and the Apartment being purchased by him *vis a vis* the Promoter;

11. 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 Land; as declared in the Title Report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Building and Project;
- iii. There are no encumbrances upon the said Land or the said Project.
- iv. There are no litigations pending before any Court of law with respect to the said Land or said Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Land and said Project 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 said Land and said Project 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 said Land and said Project;

- 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 Land, 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/ Deed of Apartment of the building/structures to the Society/ Apartment of Allottee/s of the building /structures, the Promoter shall handover lawful, vacant, peaceful, physical possession of the structures and common areas and facilities of the said Project to the said Society/ Apartment of Allottee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project and Land to the competent Authorities till conveyance and/or formation of society/ Association of Apartment holders;
- xi. All drawings, plans, other drawings as are given to the Promoter by the appointed Architect, Structural Consultants and other consultants, the Promoter has thus disclosed the same to the Allottee and the Allottee is aware that the professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there any harm or loss is caused to the Allottee and based on these said details of the drawings and the calculations of areas shown, the Allottee has agreed to take the said Apartment;
- xii. 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 Land) 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;

12. DECLARATIONS OF THE ALLOTTEE:

- i. The Promoter herein has made full and true disclosures to the Allottee as to the rights of the Promoter in respect of the said Land, construction of the said Project on the said Land, consumption of additional FAR/FSI by way of TDR or otherwise (if any), sanctioned

plans for construction of the said Project on the said Land and such other matter relating thereto;

- ii. As required by the Allottee the Promoter herein has supplied all information to the Allottee herein and he/ she is acquainted himself/ herself with all the facts as to the marketable title of the Promoter to the said Land, and the rights of the Promoter to develop the said Land, and after satisfaction and acceptance of verification of title has entered into this agreement;
- iii. The Promoter herein is developing the said project under the name **"LORD'S ESTATE"**, on the said Land, with an intention to have the homogeneity in the project as to landscaping, height, facade, elevation of the buildings, outer color scheme, terrace, windows, grills *et cetera*. The Allottee or any owner or occupier of the Apartment/s in the said Building or Project shall not be entitled to disturb the aforesaid homogeneity of the project or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner;
- iv. The Allottee herein declares that, in the said project, the Promoter herein are providing advance technology/ amenities/ material/ plant and equipment in common facilities and which has to be operated/ used by the persons/ Apartment holders in the said project with due diligence and observe all types of safety;
- v. The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the entire project name **"LORD'S ESTATE"**, and at suitable place in the entrance of the said Building the names of the Apartment holders. The Allottee/s in the said project or the ultimate organization shall not be entitled to change name of the said project in any circumstances. The Allottee shall execute proper documents under the provisions of various Acts and rules made thereunder and submit the said Land under the said project along with all the Building which is/ are under construction thereon and form Ultimate body and do the needful for formation of such Institute. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and prepare rules and regulations and bye-laws of such society/ Associations of Apartments and to amend the same from time to time;

A. Notwithstanding anything contained anywhere in this agreement, the Allottee shall not:

- i. demolish or cause to be demolished the said Apartment or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows/ grills walls etc. in the Apartment or any part thereof,
- ii. make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,

- iii. make any change in the external colour scheme of the building/ wing in which the Apartment is located,
- iv. extend the said Apartment or make any external attachments to the walls of the Apartment like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Apartment,
- v. cover, fully or partially, any terrace/ balconies or other entire projection with any structure,
- vi. use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- vii. obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- viii. raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- ix. use or permit any user of the parking space other than parking of the vehicles,
- x. use the elevators which has potentials to damage the same or its operation nor to misuse the elevators

B. The Allottee/s or himself/themselves with intention to bring all persons into whosoever is hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- ii. Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the

portion, sewers, drains and pipes in the Apartment 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 Apartment 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 Apartment without the prior written permission of the Promoter and/or the Society or Association of Allottee(s) or the Limited Company.

- iii. That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non –performance of such obligations given specifically herein to the allottee.

13. OTHER CONDITIONS:

- i. The Allottee shall maintain the said Apartment at his/ her own cost in good repairs and condition from the date of possession of the said Apartment is taken;
- ii. The said Apartment with exclusive facility attached thereto (if any) shall be impartible and inseparable, and shall always remain as one. The Allottee shall not sub-divide and/or dispose of the same in parts;
- iii. The Allottee/s hereby irrevocably consents and authorize/s the Promoter to represent him/ her/ them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may, till the transfer of the said Land and Building standing thereon or the said project to the said Society/ Association of Apartment holders, represent the Allottee/s and his/ her/ their its interest and give consents, NOC's and do all necessary things in all departments of the PMC, the Government of Maharashtra, MSEDCL, on behalf of the Allottee/s and whatsoever acts done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s;
- iv. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all departments of PMC and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such departments if Municipal Corporation and other body or authority or MSEDCL in providing such amenities, services or facilities to the said Land or to the Apartment agreed to be sold hereunder;
- v. The Promoter shall be entitled to create encumbrance over the said Land or lease, allot, give on license any portion of the said Land to any Government/ Semi Government

Authorities/ Local Authority/ M.S.E.D.C.L, any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same;

- vi. The Allottee shall pay to the Promoter within 7 (seven) days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority/ or Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated;
- vii. The Allottee shall carry at his/her own cost, all internal repairs to the said Apartment and shall keep the said Apartment in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Apartment or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building and shall keep the appurtenances thereto in good repairs and conditions; In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- viii. The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance;
- ix. The Allottee shall not dispose, throw, leave any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Land and/or the building other than designated disposal space or facilities for the said Project;
- x. The Allottee shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment /Unit by the Allottee/s viz. user for any purposes other than the permissible residential purpose;
- xi. The Allottee shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said society or Association of Apartment holders for "use" of the Apartments/ Units in the said Building situated in the said project or in any other part of the said Land 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 project and the Apartments therein;

14. MAINTENANCE:

- (a) Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the Flat is ready for the use and occupation, the Purchaser/s shall be liable to bear and pay from the date of the Possession and/or completion Certificate whichever is earlier of his Flat the proportionate share (i.e. in proportion to the floor area of the Flat /s or in lump-sum monthly amount) of outgoings in respect of the said land and building 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 said land and building.
- (b) The Purchaser/s shall pay to the Developer a sum of Rs. _____/- (_____ only) prior to delivery of possession as and towards 'maintenance deposit' for being used as and towards the common maintenance of the building, so also shall pay and amount of Rs. _____/- (_____ only) plus service tax and other taxes as may be applicable per month towards maintenance charges till the handing over of the said building/s and land to the ultimate organization of tenement purchasers. The Purchaser/s agrees and shall pay in advance to the Developer the said maintenance charges for a period of 2 (two) years in advance prior to taking possession of the said Flat. The Developer at its discretion and option shall be entitled to enter into agreement with any person/company/ professional maintenance and management agency for the maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of association. The Purchaser/s and association shall be bound by the said contract.
- (c) If the Developer in its absolute discretion so desires, it shall be entitled to entrust the management of the said Land and the buildings thereon to an Ad-Hoc Committee of the Flat purchasers for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchasers of Flats/Units in the said project towards payment of outgoing and expenses referred to herein, then in such event, the Developer shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land and Building thereon and liabilities in that behalf shall be that of the Ad- hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Land and the buildings standing thereon and the common areas thereof etc. and pay the outgoings.

The entrustment of the management as aforesaid shall not affect the rights of the Developer provided under this Agreement, nor shall such an act on the part of the Developer be deemed to be a waiver of the rights of the Developer under this Agreement.

- (d) In the event of default being committed by the Allottee/s herein or any of the Allottee of any other Apartments in the said Project, the Promoter shall not be bound to pay the outgoings for and on behalf of such defaulting person and in the event of any essential supply being disconnected, it shall be the responsibility of the Allottee/s together who shall be deemed to be Managers under the provisions of the "RERA" and "MOFA" in respect of the Apartments/Units possession whereof has been given by the Promoter.
- (e) The Purchaser has understood the entire scheme of maintenance in detail. The Purchaser admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Purchasers.
- (f) It is also clearly understood that this shall not preclude the organization/Developer from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Purchasers.
- (g) Such organization/Promoter shall be entitled to claim reasonable interest, on the arrears of such charges from the defaulting Purchasers, without prejudice to the other rights and powers of the organisation.
- (h) Without prejudice to and notwithstanding anything contained above, in the event of the Developer and/or flat purchaser organization after entrustment of common maintenance by the Developer to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Developer and/or such organisation, as the case may be.
- (i) The Purchaser shall maintain at his/ her own cost the said Flat, fixtures, fittings, facades, elevations, so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any.

15. TAXES, CESS, and other CHARGES:

- i. The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ education cess/ charges/ service tax/ VAT/ GST duties/ all applicable taxes of government etc. on the said Apartment and on the said

Building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts;

- ii. If at any time, any retrospective and/or prospective tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax, penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Apartment or the said project or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee. The Allottee hereby, indemnifies the Promoter and the society/ Association of Apartment holders from all such levies, cost and consequences;
- iii. The Allottee shall indemnify and keep indemnified the Promoter against the aforesaid taxes and other payments and expenses. If, on account of failure on the part of the Allottee and Allottee/s of any Apartments/Units to pay such proportionate share, any concerned authorities take any action for recovery of the same, the Promoter shall not be liable or responsible for any loss or damage which may be suffered by the Allottee/s on account of the said action. Commencing from the aforesaid date and until the said Land and said Buildings thereon are transferred by the Promoter to the said Society by execution of document/s of transfer/ Assignment as herein provided and/or possession of the said Apartment/ Land and Buildings thereon is delivered by the Promoter to the said Society and intimation of the same is received by the Allottee from the Promoter, the Allottee shall be bound and liable to pay to the Promoter regularly and punctually all contributions and other amounts to be paid by the Allottee to the Promoter under this Agreement and the Allottee shall not withhold any such payment to the Promoter. The Allottee shall be liable to make payment of interest at the rate of as prescribed under the concerned statutes and rules and regulations made thereunder on any such contributions liable to be made by him/ her/ them from the date the same became payable up to payment thereof; Also in such event there will be charge of the amount due on the said Apartment and the income therefrom and until payment of the said dues the Allottee shall not be entitled to mortgage, assign, sell, transfer the said Apartment in any manner. It is understood that the interest shall not cover the damage/losses suffered by the Promoter due to non-payment;
- iv. All levies stamp duty, registration fees in respect of this agreement, conveyance, Deed of Apartment, any other document required to be executed in respect of and relating to the said Apartment and/or the transaction under this agreement shall entirely be borne and paid by the Allottee;
- v. The Allottee hereby, indemnifies the Promoter and the organization from all such levies, cost and consequences arising therefrom;

17. RESERVATIONS:

- i. All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee;
- ii. The Promoter shall be entitled to retain one or more unsold Apartments/ tenements, parking spaces and shall continue to have full and absolute rights of disposal thereof without any N.O.C., objection, hindrance or claim from the Allottee and/or the ultimate Society of Apartment Holders. The Promoter shall not be liable to pay any amount as and towards common maintenance or in the nature thereof, for or relating to the unsold Apartments, nor the organization of the Allottee shall be entitled to any such amount as and towards common maintenance or in the nature thereof, either from the Promoter till the concerned Apartment is sold by it, and/or from the concerned Apartment Allottee prior to the date of purchase of the concerned Apartment by him/ her/ them; incase of any agreement of any apartment being cancelled/ terminated the said Apartment shall be treated as unsold Apartment;
- iii. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the said Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parking, lobbies *et cetera*, will remain the property of the Promoter until the said Land and the Building/s save and except any part reserved by the Promoter, is transferred to the respective society/ Association of Apartment holders;
- iv. The only rights under this Agreement conferred upon the Allottee are the rights in respect of the said Apartment alone and the same are restricted by terms and conditions of this Agreement. The Allottee agrees that the Promoter has exclusive right in respect of all other Apartments in the said Building/s also in respect of open spaces, remaining on the said Land along with right to utilize inherent and un utilized FSI or TDR and the benefits arising out of set back as detailed in this agreement;
- vi. The Conveyance to the Society/ Association of Apartment holders to be formed and registered shall be entitled only to FAR/F.S.I. which is consumed in the said building and in the event of any further or other FAR/F.S.I. is available at present or future for any reason whatsoever and/or any FAR/F.S.I. by whatever name and called can be used and consumed on the said Land or the said building, the Promoter alone shall be entitled to use and consume the same by further construction as may be deemed fit and proper by the Promoter. Such Conveyance shall keep intact the rights of the Promoter to develop the said Land by exploiting the entire potential including FAR/FSI or such other additional FAR that may arise in future;
- vii. As per the terms and conditions of the aforesaid Development Agreement (read with Corrigendum thereto) the exclusive right to use _____sq.mtrs of the Top-terrace has been reserved for the Owner herein, the Allottee agrees and accepts the same.

- vi. The Allottee hereby authorizes and allows the Promoter to represent him/ her/ them for changing the position of Roads, Open spaces, Parking lots, other common amenities, Staircases, Lobbies, Underground/ Over ground water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the Municipal/ Promoter's requirement and the Allottee/s will not take any objection for the same;
- viii. The Promoter shall have a first charge and lien on the said Apartment in respect of any amount payable by the Allottee under the terms and conditions of this Agreement;
- ix. The Allottee covenants and undertakes that, in the event he/ she/ they have acquired right and interest in terrace/ garden they shall be duty bound and under obligation to permit the Promoter and/ or the authorized representative of the ultimate body formed to, without hindrance, allow right of ingress or egress for laying and/ or repairing and/ or servicing the common service connections and other paraphernalia situated within such open space/ garden/ terrace;
- x. The Allottee is/are aware of the fact that, the Promoter has undertaken the work of development of the said Land, and as such, the Promoter is at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Allottee/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use;
- xi. The Promoter may complete the said Building or any part or floor or portion thereof and give possession of Apartment therein to the Allottee of such Apartment and the Allottee herein shall have no right to object to the same and will not object to the same and the Allottee hereby give/s his/ her/ their specific consent to the same. If the Allottee take/s possession of any Apartment in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said Apartment are, the said building or any part thereof and if any inconvenience is caused to the Allottee, the Allottee shall not protest, object to or obstruct the execution of such work nor the Allottee shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/ her/ them or any other person/s;
- xii. The Allottee shall not, without the written permission of the Promoter, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose off the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment has been fully paid up, the possession of the said Apartment has been handed over to the Allottee and any other money payable by the Allottee under this agreement till then is received by the Promoter and only if the Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement. Any breach thereof,

shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law;

- xiii. If after Possession and after formation of Co-operative Housing Society/ Association of Apartment holders but before execution of conveyance/Deed of Apartments the Allottee intends to assign his right in respect of the said Apartment, the Allottee shall have to take written permission of the Promoter as well as the said Society/ Association of Apartment holders;
- xiv. After possession of the said Apartment is handed over to the Allottee if any work thereafter is required to be carried out by the Government or by Semi-Government or any local or any statutory authority, to the said Building the same shall be carried out by the said Allottee along with other Allottee at their own cost and expense, though the Promoter may at his discretion assist the Allottee/s in the same;
- xv. It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the said Project is just a descriptive material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building/ schemes, vehicles etc. to increase the aesthetic value only and are not facts;
- xvi. The Allottee shall do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Allottee/s, which the Promoter in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement;
- xvii. The consideration and price of the said Apartment agreed to herein between the parties hereto, is in view of the market price for and cement prevailing as on the date of booking, in event of escalation or increase in the prices of the same, during the period from the date of booking of the said Apartment to delivery of possession thereof, to the Allottee herein, the Allottee agrees to pay and shall be liable to pay to the Promoter, all such escalation, increase or enhancement;
- xviii. The Allottee till completion of the defect liability period or the Conveyance/Deed of Apartments shall permit the Promoter and its surveyors or agents with or without workmen and others, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof;

18. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- i. The Allottee, if residents of out of India, shall be solely responsible for complying with necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and rules and regulations made thereunder or any statutory amendments/modifications, made thereof and all other applicable laws including that of

remittance of payments acquisition/ sale/ transfer of immovable properties in India etc. and provide the promoter with such permission, approvals, which would enable the promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange and Management Act, 1999 or Statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable laws. The Allottee/s understands and agrees that, in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable as amended from time to time;

- ii. The Promoter except no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in residential status of the Allottee/s subsequent to the signing of this agreement, it shall be sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities. If any under applicable laws, The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/ allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing payment receipts in favour of Allottee/s only;

19. **NOTICES:**

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 below:

Details of the Allottee

Name of Allottee : _____

Allottee Address : _____

Notified Email ID : _____

Details of the Promoter

Promoter name : _____

Promoter Address : _____

Notified Email ID : _____

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;

20. **GOVERNING LAW:**

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and/or any such concerned statute and the rules and regulations made thereunder. 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;

21. **DISPUTE RESOLUTION:**

Any dispute between Parties shall be settled amicably, Incase of failure to settle the dispute amicably, it shall be referred to the concerned authorities as per Rules and Regulations of the said Real Estate (Regulation and Development) Act, 2016 and MOFA.

22. **JOINT ALLOTTEES:**

That in case there are Joint Allottee(s) 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 Allottee(s);

23. **WAIVER**

The Promoter may, at its sole option and discretion, without prejudice to its right set out in this Agreement, waive the breach by the Allottee in not making the payments as per the Payment Plan including waiving the payment of the interest for the delayed payment. It is made clear and so agreed by the Allottee that exercises of discretion by the Promoter in the case of one Allottee shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any of the provisions or of the right thereafter to enforce each and every provision.

24. **STAMP DUTY AND REGISTRATION FEE:**

The consideration of the said Apartment as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Apartment. This agreement is executed by the parties hereto under the said Act and stamp duty for this transaction is payable as per the Maharashtra Stamp Act, 2013, Schedule-1, Article 25(d) plus the Local Body Tax or applicable additional duties. The Apartment Allottee/s herein has paid stamp duty of **Rs. _____/- (Rs. _____ only)** plus appropriate registration fee herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owner herein in favour of the Allottee herein. If additional stamp duty is required to be paid at the time of conveyance the same shall be exclusively paid by the Allottee.

25. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Haveli, 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 at Haveli (Pune). Hence this Agreement shall be deemed to have been executed at Pune. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/ Deed of Apartments 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. RIGHT TO AMEND:

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

27. ENTIRE AGREEMENT:

This Agreement, along with its schedules, 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, correspondence, arrangements whether written or oral, if any, between the parties in regard to the said Apartment;

28. PROVISION OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

That the Allottee/s agree that they shall not object to any easement rights that need to be given to any person in and around the said Project and shall neither object to any such

proceedings of Land acquisition undertaken by a government agency including any compensation/benefit given to the Promoter in turn for which no conveyance has occurred to ultimate body expressly stated in this Agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and other rights given by the Promoter to the allottee for which consideration has been dispensed;

29. 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 the said Project, the same shall be in proportion which the carpet area of the Apartment, to the total carpet area of all the Apartments, in the said Building;

30. 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;

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

32. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the said 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 confirm the said Act or the said Rules made thereunder or

applicable laws, as case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement;

33. MISCELLANEOUS:

- i. The Promoter before the execution of this Agreement has explained to the Allottee/s *inter alia*, the entire scheme of the said project, the said Project, the method of conveyance in favour of Society/ Association of Apartment holders formed of the Building in the said Project “LORD’S ESTATE”, the Amenities of the said Project, in general description of the said Project etc. and the Allottee has understood and expected the same and has executed this Agreement;
- ii. Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein;

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SCHEDULE - I
(Description of the said “LAND”)

All that land bearing Survey No.161A/1/3, admeasuring as per VF 7/7A/12 “Hectare 0.22 Are”, corresponding to City Survey No. 2297, admeasuring as per property register card 2,160.5 sq.mt. situate at village Bhamburda (Shivajinagar) of City of Pune, Taluka Pune City, District Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune and the Municipal Corporation of the City of Pune, and which is bounded by as follows:

- | | | |
|---------------------|---|---------------------|
| On or towards east | - | internal road |
| On or towards south | - | City Survey No.2298 |
| On or towards west | - | 5.5 meter wide road |
| On or towards north | - | agriculture college |

0-0-0-0-0

SCHEDULE - II
(Description of the said “APARTMENT”)

All that

Residential Apartment	
Building/ Wing	
Floor (above stilt)	
Area of Apartment Carpet	

Together with exclusive right to use Terrace area Carpet	
Together with exclusive right to use Balcony area Carpet	
Together with exclusive right to use Passage area carpet	
with exclusive right to use car-parking space no.	

APARTMENT AREA:

The area of the said Apartment as mentioned herein above, shall always be subject to tolerance/variation up to 3 *perc cent* being constructed on all that land more particularly described in Schedule -I above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

O-O-O-O-O

SCHEDULE - III

(Description of the **“Common Facilities etc.”**)

A. COMMON FACILITIES:-

- i. RCC Frame work structure of the buildings.
- ii. Drainage and water line work.
- iii. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- iv. Light point outside the building and the staircase/s as well as those in the common parking space.
- v. Overhead water tank and under ground water tank for each building/wing with water pump connected to water reservoir.
- vi. Lift/Elevator with lift room, lift well and elevator equipment’s located adjoining the overhead water tank for the building.
- vii. Swimming Pool, DG Back up for essential common lighting, Periphery landscaping.

- viii. Staircase/s landings of all buildings is for the common use of the occupants and/or the Allottees in the respective buildings.

B. AMENITIES:

- Furnished Kitchen
- Designer Bathroom
- DG back up for lighting inside apartments.
- VRV Air-conditioning in the Living/Dinning Room and all bedrooms
- False ceiling in the entire Apartment with concealed lighting
- Italian Marble/wooden flooring in the Apartment
- Automatic lifts

Note:

- i. The aforesaid specifications are general and will be provided in the residential Apartment as suitable in Apartment as per the discretion of the Promoter.
- ii. Any additional specification or work will be charged extra along with necessary VAT, Service Tax and all other taxes as may be levied by the Government/Competent Authority. No rebate will be given for cancellation or omission of any item.

In witness whereof, the parties hereto have singed and executed this AGREEMENT TO SELL on the date and at the place herein before first mentioned.

Mr. Bharat Agarwal (duly authorized designated Partner of and for the Promoter; MOUNT VIEW PROPERTIES LLP, and also as constituted attorney (POA 24.08.2015 Hvl-18 Serial 6636/2015) of the Owner; M/s. Shivam Promoters)		
Photograph	LHTI	Signature

(Allottee)		
Photograph	LHTI	Signature

(Allottee)		
Photograph	LHTI	Signature

Witnesses	Signatures
1) Name : Address :	
2) Name : Address :	

proforma

ANNEXURE - A

(copy of the Title Report and Certificate)

ANNEXURE – B

(Authenticated copy of extract Village Forms VI or VII and XII).

ANNEXURE – C

(Authenticated copy of Property Card)

ANNEXURE – D

(Authenticated copy of Revised Commencement Certificate)

ANNEXURE –E

(Authenticated copy of Floor Plan and specifications)

ANNEXURE – F

(copy of Building Plan or Layout),