

AGREEMENT TO SELL

THIS AGREEMENT TO SELL made and executed on this ____ day of the month of _____, in the Christian Year Two Thousand and _____, at Talegaon Pune.

BETWEEN

M/S. MEGHASWANA BHONGADE ASSOCIATES

A Partnership Firm registered under
The Indian Partnership Act, 1932,
Having its registered office at:
1098/15B, Payal Building, First Floor,
Model Colony, Pune 411016.

PAN: ABCFM4273E

Through its Partner

MR. HARAKCHAND VIRJI SHAH

Age about 66 yrs., Occupation: Business

(Hereinafter called and referred to as the 'Promoter' for the sake of brevity and convenience, which expression, unless context to the contrary shall mean and include the said firm, its present and future partners, its successors and assigns, etc.)

...PARTY OF THE FIRST PART

AND

(1) MR. _____

Age about ____ yrs., Occupation:

PAN:

(2) MRS. _____

Age about ____ yrs., Occupation:

Residing At: _____

(Hereinafter called and referred to as 'The Allottee/s' for the sake of brevity and convenience and which expression unless context to the contrary shall mean and include his/her/their legal heirs, executors, administrators, agents, managers and assigns, etc.)

...THE PARTY OF THE SECOND PART

WHEREAS the land at Survey No. 32/2 belonged to Mr. Vitthal Hari Marathe and others and accordingly their names were mutated on 7/12 extract;

AND WHEREAS the said Mr. Vitthal Hari Marathe and others sold the land admeasuring about 20 R out of Survey No. 32/2 to Mrs. Hirabai Ratilal Gugale vide Sale Deed dated 28.04.1988. In furtherance of the same the name the land sold to Mrs. Hirabai Ratilal Gugale was given Survey No. 32/2/8 and land retained by aforesaid land owners was given Survey No. 32/2/1 and accordingly the name of

Mrs. Hirabai Ratilal Gugale was mutated on the 7/12 extract vide Mutation Entry No.1464;

AND WHEREAS the said Mrs. Hirabai Ratilal Gugale Mr. Babulal Shobhachand Gugale assigned the development rights of said land in favour of Mrs. Alpana Ravindra Hundare, Mr. Bharat Sopan Mhalskar and Miss. Dipti Anil Deshmukh vide Agreement dated 06.08.2007, which is duly registered in the office of Sub Registrar Maval, at Serial No. 7664/2007 on 07.08.2007 and Power of Attorney dated 06.08.2007, which is duly registered in the office of the Sub Registrar Maval at Serial No. 7665/2007 on 07.08.2007;

AND WHEREAS the said Mrs. Hirabai Ratilal Gugale through Constituted Attorney Mrs. Alpana Ravindra Hundare, Mr. Bharat Sopan Mhalskar and Mrs. Dipti Anil Deshmukh sold the land admeasuring about 00 H 10 R out of said land to the Mr. Vilas Krishnaji Deshprabhu, vide Sale Deed dated 24.04.2008, which is duly registered in the office of Sub Registrar Maval, at Serial No. 3729/2008 on 28.04.2008. In furtherance of the same the name of Mr. Vilas Krishnaji Deshprabhu was mutated on the 7/12 extract vide Mutation Entry No. 3678;

AND WHEREAS the said Mrs. Hirabai Ratilal Gugale through Constituted Attorney Mrs. Alpana Ravindra Hundare, Mr. Bharat Sopan Mhalskar and Mrs. Dipti Anil Deshmukh sold the land admeasuring about 00 H 10 R out of said land to the Mr. Vilas Krishnaji Deshprabhu, vide Sale Deed dated 07.09.2010, which is duly registered in the office of Sub Registrar Maval, at Serial No. 5288/2010. In furtherance of the same the name of Mr. Vilas Krishnaji Deshprabhu was mutated on the 7/12 extract vide Mutation Entry No. 4417;

AND WHEREAS the said Mr. Vilas Krishnaji Deshprabhu with the consent of Mr. Bharat Sopanrao Mhalskar and Mr. Ravindra Nanasaheb Hundare sold the said land to the Vendors herein, vide Sale Deed dated 28.05.2012, which is duly registered in the office of Sub Registrar Maval No. 2, at Serial No. 2953/2012. In furtherance of the same the name of Vendors was mutated on the 7/12 extract vide Mutation Entry No. 4766;

AND WHEREAS the said Mr. Vijay Dasharath Bhongade and Mr. Sunil Dasharath Bhongade sold the said land to M/s. Meghswana Bhongade Associates i.e. Promoter vide Sale Deed dated 04.05.2016, which is duly registered in the office of Sub Registrar Maval No. 2, at Serial No. 2796/2016;

AND WHEREAS in the aforesaid manner the Promoter herein became absolute owner of the land described in the '**Schedule I**' written hereunder (Hereinbefore and Hereinafter called and referred to as the '**said land**', for the sake of brevity and convenience);

AND WHEREAS thereafter the Promoter herein got approved the plans, specifications, elevations, sections and details of the building proposed to be constructed on the said land (herein after called and referred to as the "**said building**" for the sake of brevity and convenience) from the PMRDA vide Commencement Certificate dated 23.11.2016 bearing no. DP/BMA/Mo.Varale/Ta.Maval/S.No.32/2/8/Pra.Kr.945 - 15 - 16;

AND WHEREAS the Sub Divisional Officer, Maval – Mulshi Sub Division, Pune granted permission for the Non Agricultural use of the part of the said land, vide its Order dated 31.01.2017 in case No. NA/SR/131/2016;

AND WHEREAS the Allottee/s herein is/ are desirous of purchasing Flat more particularly described in the ‘**Schedule II**’ written hereunder (herein after called and referred to as the ‘**Said Flat**’ for the sake of brevity and convenience) from the Promoter and the Promoter has agreed to sell the said Flat to the Allottee/s herein on the terms and conditions mentioned herein below;

AND WHEREAS, under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016 the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

AND WHEREAS after protracted negotiations by and between the parties hereunto, the parties have decided to reduce into writing the terms and conditions on which the present agreement has been founded;

(1) AGREEMENT:

Subject to the other terms and conditions herein and relying on the Allottee/s representation/s and assurance/s, the Promoter herein has agreed to sell the Flat more particularly described in the “**Schedule II**” hereunder, and the Allottee/s has/have agreed to purchase the same (hereto before and hereinafter called and referred to as “**The Said Flat**”, for the sake of brevity and convenience) at or for total lumpsum consideration of Rs. _____/- **(Rupees _____ Only)** and this amount is including the price for the carpet area of the said flat and proportionate share in the common areas and amenities but excluding all other expenses, taxes and charges separately mentioned herein below.

(2) CONSIDERATION:

(i) The Allottee/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the manner detailed hereunder :

Percentage	Stage of Payments
/- 10%	On or before execution of the present Agreement
/- 20%	On execution of the present Agreement
/- 15%	On completion of the plinth of the building or wing in which the said flat is located.
/- 25%	On completion of the slabs including (podiums/stilts) of the building or wing in which the said Flat is located.
/- 5%	On completion of the walls, internal plaster, floorings, doors and windows of the said Flat
/- 5%	On completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat.

/- 5%	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Flat is located.
/- 10%	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the building or wing in which the said Flat is located.
/- 5%	On handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Allottee/s herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation to the Allottee/s calling upon the Allottee/s to make the payment.

(ii) It is hereby agreed that the time for payment as specified in the herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/ have committed breach of this Agreement and in that case the Promoter shall be entitled to take necessary action against the Allottee/s.

(iii) The Allottee/s agree/s not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

(iv) It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow, chronological order of any of the stages/installments mentioned in payment schedule herein above and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee/s agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Allottee/s to abide by the above payment schedule only and it will not be altered by the Allottee/s.

(v) Payment of any instalment if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or Housing Finance Companies/Banks, etc., as the aforesaid total agreed consideration is arrived considering the fact that the Allottee/s has/have accepted the aforesaid stages of payment.

(vi) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate

specified in the Rules framed under RERA from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

(vii) The Total agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

(3) OTHER EXPENSES:

(i) The Allottee/s shall be liable to bear and pay from the date of effective Completion of the building/s or the date of handing over possession of his/her/their flat, which ever is earlier, the proportionate share of outgoings in respect of the Local taxes, N.A. taxes, Betterment charges or such other levies by the concerned local authority and/ or Government, Water Charges, insurance premium, electricity bills for common lights for roads, water pumps, lifts, etc., 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/s.

(ii) If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax / VAT / penalties and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee/s. The Allottee/s hereby indemnifies the Promoter from all such levies, cost and consequences. It is, agreed that the liability and responsibility to pay such Service Tax & VAT, penalties and interest thereon etc., shall solely be on the Allottee/s. The Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by it. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoter against the amount payable by the Allottee/s to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

(iii) Also the Allottee/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/ or the Government and/or other public authority on account of change of user of the said Flat by the Allottee/s.

(iv) It is agreed and understood between the parties herein that the Allottee/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the conveyance, deed of apartment or any other agreement. The Promoter shall not be liable to bear the aforesaid expenses for the same.

(v) As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said flat of the Allottee/s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/ generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee/s hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter and service tax (if applicable) thereon. Until receipt of this amount from the Allottee/s, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee/s for the above from the outgoings/maintenance charges for which the Allottee/s hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said flat.

(vi) It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Allottee/s in addition to the consideration and other charges enumerated herein. The Allottee/s agree, assure, undertake, affirm and confirm unto the Promoter that he/she/they shall indemnify the Promoter against all claim/s, charge/s, expense/s and loss/s incurred by the Promoter, in case the Allottee/s fails, neglects or avoids to make the payments mentioned in this Agreement.

(vii) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

(4) MAINTENANCE:

(i) The Allottee/s herein shall pay to the Promoter, an amount of **Rs.6000/-** in advance towards temporary maintenance charges for **12 months**, prior to grant of possession of the said flat by the Promoter to the Allottee/s. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, generator, maintenance of lift, cleaning etc.

(ii) The maintenance of the entire scheme shall be done by the Promoter from the aforesaid amount and on handing over, the charge of the project, the Promoter

shall hand over the management of the maintenance and the balance maintenance amount (if any) to the Ultimate Organization.

(iii) The Promoter is not liable to give any account of maintenance charges. It is hereby agreed that the Promoter shall maintain the scheme only out of the advance received from the unit Allottee/s and also the Promoter has the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days.

(iv) The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or non payment by the Allottee/s.

(v) Without prejudice to the above covenants, in the event of the Ultimate Organization duly resolving that the aforesaid maintenance amount is insufficient for the maintenance of the scheme the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by such Ultimate Organization.

(vi) Such Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee/s, without prejudice to the other rights and powers of the Ultimate Organization.

(vii) The liability and obligation to pay the maintenance charges in respect of a flat and/or any interest and/or penalty thereon shall arise only prospectively and on disposal of the flat, in the scheme by the Promoter.

(viii) It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, flats, units etc. in the scheme.

(ix) Till a separate electric meter or a water meter is installed/allotted by the MSECDL or any other local authority, the Allottee/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat. Failing which the Promoter shall not be responsible for supplying electricity and water until the concerned department installs the electricity and water meter.

(5) DELAY IN PAYMENT:

(i) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates and other expenses, the Allottee/s shall be bound and liable to pay interest at the rate of 12% per annum with quarterly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.

(ii) Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter .

(6) MODE OF PAYMENT :

The Allottee/s shall make all the payments by demand draft only or by local "A/C Payee" cheques drawn in favour of "M/s. MEGHASWANA BHONGADE ASSOCIATES" payable at Pune or at par at these stations. Only after the said Cheque/Demand Draft has been cleared and the amount has been credited to the Promoter 's banking account, the Promoter shall give effect of the same to the account of the Flat Allottee/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

(7) USE:

- (i) The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for specific purpose as shown in the sanctioned plan.
- (ii) The Allottee/s or Occupier/s of the said Flat shall not use the same as and for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, rentals on cot basis in any manner, Lodging Boarding or any illegal or immoral purpose.
- (iii) The Allottee/s shall use the parking space for the purpose for keeping or parking the Allottee/s' own vehicle only.
- (iv) The Allottee/s shall take required permission from the local authority for change of use.

(8) CONSTRUCTION:

The Promoter herein has obtained sanction of the building/s plan/s in respect of the building/s which is under construction on the said land and the Promoter herein shall construct or get constructed and complete the construction of the said building/s on the said land in accordance with the plans, designs approved or to be approved by the concerned authority, which have been seen by the Allottee/s, subject to such alterations, revisions and modifications as the Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority / Government to be made in it or any of it.

(9) CONDITIONS OF SANCTIONING AUTHORITY :

It is hereby agreed that the Promoter and the Allottee/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning or revising the plans or any time thereafter or at the time of granting Completion Certificate.

(10) REVISE SANCTIONED BUILDING PLAN:

- (i) The Allottee/s hereby give/s his/ her /their irrevocable consent to the Promoter herein to make such alteration, modifications, revision in the sanctioned plan/s of the said building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications, revisions and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the local

authority, planning authority, competent authority or Government or any officer of any local authority.

(ii) The Promoter has made the Allottee/s aware and the Allottee/s hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc., by adding new floors/buildings etc. on the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the Allottee/s liable for any costs and affecting his/her interest.

(iii) Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s if such alterations and/or modifications adversely and materially affect the internal layout of the said Flat. The Allottee/s herein shall have no right to withhold or refuse such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

(iv) The Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition, alteration, construct new structure/s on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the Local Body, and to allot/ sell them to various persons.

(v) The Allottee/s shall have no objection for the said new Allottees to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees.

(11) FLOOR SPACE INDEX (F.S.I.)

(i) The Promoter shall be entitled to load any additional F.S.I. that may be permissible at any time hereafter on the said land and the Allottee/s give his/her/their irrevocable consent to the same. Similarly the Promoter shall be entitled to float the F.S.I. of the said land in the present scheme to any other land and visa-versa if so permitted by the concerned authority/s.

(ii) In this agreement, the word F.S.I. or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws.

(iii) The Promoter shall be entitled to and have right of pre-emption or first right to use the present unutilized and/ or additional built up area/ FSI or by taking and loading T.D.R. (Transfer of Development Rights) as and when the same is permitted either by way of construction of new building/s or extension of the present building/s.

(iv) The Allottee/s has/have given his/her/their irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get them sanctioned from Concerned Authority, construct the additional units permitted by Concerned Authority and give all necessary facilities and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/ alteration, or

structure/s or construct new structure/s on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the Concerned Authority / Local Body, and to allot/ sell them to various persons.

(v) The Allottee/s shall have no objection for the new Allottees to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees to the Ultimate Organization.

(vi) Notwithstanding any thing contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, always being with the Promoter or his assigns.

(vii) In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

(12) SPECIFICATIONS:

The specifications of the said Flat and the fixtures, fittings and the amenities to be provided by the Promoter to the said Flat or to the said building/s are described in the “**Schedule III**” hereunder written. The Promoter shall be entitled to change the make of the said fittings and fixtures with equivalent makes. The Allottee/s shall not be entitled to demand any extra fittings, fixtures or amenities other than those agreed to be provided.

(13) COMMON AND RESTRICTED AREAS :

(i) The nature, extent and description of the common areas and facilities, are more particularly described in the “**Schedule IV**” written hereunder. It is hereby agreed that the areas mentioned in sub-para (a) of the Schedule IV shall be the common areas and facilities. The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

(ii) It is distinctly agreed by and between the parties that the internal road, recreation spaces, etc which are to be provided by the Promoter shall form and be utilized by all the Allottee/s in the entire scheme and that the Allottee/s or the ultimate organization of the flat holders shall have no right to claim any ownership rights or any other rights therein.

(14) CALCULATION OF THE AREA OF THE FLAT:

The carpet area of the said Flat means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said Flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Flat.

Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee/s consent for the same and is aware that the consideration being lump sum will not change.

(15) TITLE :

(i) The Promoter has made full and true disclosure to the Allottee/s of the title of the said land as well as the encumbrances, presently known to the Promoter. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest to construct building/s and to develop the said land. The Promoter has also given inspection of all the relevant documents as required by law. The Allottee/s having acquainted himself/ herself/ themselves with all the facts and right of the Promoter pertaining to the said land have entered into this Agreement.

(ii) The Promoter herein had also requested the Allottee/s to carry out the search and to investigate the title of the said land. The Allottee/s hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the said land and to enter into this agreement.

(16) POSSESSION:

(i) The Promoter shall give possession of the Flat to the Allottee/s on or before 23rd November 2019. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Flat with interest as specified in the Rules framed under RERA, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. If the Allottee/s does not intend to withdraw from the project, the Promoter agrees to pay to the Allottee/s interest as specified in the Rules framed under RERA, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

(ii) Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Flat by the aforesaid period, if the construction and completion of said Flat or the said building/s in which the said Flat is situated is delayed on account of:

- (a) Non-availability of steel, cement, other building materials, water, electric supply or labour;
- (b) War, civil commotion or act of God;
- (c) Changes in any rules, regulations, bye – laws of various statutory bodies and authorities from time to time affecting the development and the project.
- (d) Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the scheme/flat, road NOC or completion certificate from appropriate authority.
- (e) Delay or default in payment of dues, expenses, other charges, consideration by the Allottee/s under these presents.

- (f) Any notice, order, rule, notification of the Government and/ or public or competent authority.
- (g) Pendency of any litigation or order of the Court.
- (h) Any act beyond control of the Promoter .
Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

(iii) Before delivery of possession of the said Flat the Allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said Flat and about the quality of construction work and specifications/ amenities provided. Thereafter the Allottee/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

(iv) After the possession of the Flat/ building is handed over or after getting the Completion Certificate of the building by concerned local authority, if any, work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the flats in the said building/s at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

(17) DEFECT LIABILITY:

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

(ii) In case it is not possible to rectify such defects or unauthorized changes, then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or changes.

(iii) The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

(iv) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

(18) RIGHT TO ALLOT :

(i) It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces or terraces or open spaces or right to develop Garden in adjoining open spaces, to one or more person/s of its choice, for his/her/their exclusive use.

(ii) The Car Parking, terrace on the top of the building/s and open spaces are not common areas and each car park and open space may be allotted or given for exclusive use, to a specific flat Allottee/s by the Promoter as per its choice and discretion.

(iii) The Promoter can retain the terrace on the top of the building or any open spaces and also erect solar panel thereon and can commercially exploit the same by way of erection of telecommunication antennas, dish antennas, hoardings, etc.

(iv) Any area allotted by the Promoter either of the terrace, car parking, open space or any other portion shall be subject to the right of the Ultimate Organization and its agents to use the same for the specific purpose and to the extent necessary for maintenance and repairs of the common amenities such as drainage, water and electrical lines etc.

(v) The Allottee/s confirms and declares that he/she/ they shall not raise any dispute regarding the aforesaid allotment. The terrace shall not be enclosed by the said flat Allottee/s to whom it is allotted, till the permission in writing is obtained from the concerned local authority and the Promoter or the Ultimate Organization as the case may be.

(vi) The Allottee/s shall use the parking space only for the purpose for keeping or parking the Allottee/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Allottee/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for parking two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Ultimate Organization and thereafter from the managing committee of such Ultimate Organization.

(vii) Further in case the Allottee/s is given the right of exclusive use of one stilt/podium/basement/ open car park and the Allottee/s also agrees that if for any reason it be held that allotment of the Car Park herein to the Allottee/s gets cancelled then the Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and allotment is made ex-gratia for beneficial enjoyment of the same. The Allottee/s further agrees that he/she/they will not challenge any allotment of any parking space made by the Promoter to any other Allottee/s.

(19) NOT TO ASSIGN:

The Allottee/s shall not be entitled to assign, transfer, sell or in any other manner create any third party right or interest in and upon the said flat or under this agreement, until and unless the Allottee/s has/have paid to the Promoter the

entire consideration and also all other money/dues payable hereunder or obtained written consent of the Promoter which consent shall be granted on payment of administrative charges as demanded by the Promoter. The assignee / transferee shall be bound to observe and comply with all the terms & conditions of this Agreement including liabilities towards payment.

(20) ULTIMATE ORGANISATION:

(i) It is hereby made clear that the ultimate organization of all the Allottee/s/ Unit holders of the present scheme shall be an "Association of Apartment Owners", under the provisions of the Maharashtra Apartment Ownership Act, 1970.

(ii) The Promoter shall be entitled to amend, substitute, modify, terminate and cancel and/or revise the bye-laws and the declaration for which the Allottee/s has/have given their irrevocable consent.

(iii) It is understood between parties herein that the Promoter at the request and demand of majority flat Allottee/s of the scheme, may at its sole discretion, form a co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960. However all the expenses thereof shall be borne and paid by the Allottee/s proportionately.

(21) CONVEYANCE :

(i) After completion of the construction work and sale of all the building/s in the project on the said land, an association of apartment owners including the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Promoter, the Allottee/s shall sign all necessary documents.

(ii) No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by the Promoter as per their commitments to various persons, Allottee/s and or any other competent authority as the case maybe. This condition is the essence of the agreement.

(iii) Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act, 1970, and the flat will be conveyed by the Promoter herein within **one year** from and after (a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pune (irrespective of previous sanction or not of FSI) (b) Sale of all flats in all building/s in the scheme (c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by the Promoter by their mutual consent and (d) After receiving the entire amount & all dues from all the Allottee/s including maintenance charges, outgoings, stamp duty, registration fees, service tax (if payable) etc. This agreement itself is a Declaration by the Allottee/s as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats to the provisions of the said act.

(iv) Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat Allottee/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

(v) The Promoter has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoter shall at his own discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/ organization/ body etc. and the Allottee/s in his individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same.

(22) UNDERTAKING BY THE Allottee/s:

The Allottee/s himself/ herself/ themselves with intention to bring all persons into whatsoever hands the said Flat may come, doth hereby covenant, agree, assure and undertake unto the Promoter as follows:

(i) To maintain the said Flat at Allottee/s own cost in good tenantable repair and condition from the date of possession and shall not do or cause to be done anything in or to the said Flat or the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/ alter or make addition in or to the said Flat and/ or the building in which the said Flat is situated and the said Flat itself or any part thereof.

(ii) Not to store in/ outside the said Flat / building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure or the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat is situated or to the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

(iii) To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter , provided that for the defect liability period such repairs shall be carried out by the Allottee/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned authority and/ or other public authority.

(iv) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof, or in or to the building in which said Flat is situated and not make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or R.C.C. part or other structural changes in the said flat without the prior written permission of the Promoter and/or the Ultimate Organization as the case may be.

(v) Not to do or to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby there may be an increase in premium of the insurance.

(vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building/s.

(vii) Not to close balconies with Aluminum sliding windows and/ or mild steel grills at any point of time. In case the Allottee/s carries out any work of enclosing the balconies in any manner whatsoever, then the Promoter and/or the ultimate organization of tenement Allottee/ss as the case be, shall have an absolute right to remove the same at the costs, expenses, risks and responsibility of the Allottee/s.

(viii) Not to put for drying, or otherwise, clothes, or keeping flower pots, etc. on the balcony parapets, windows sills or extended grills and such other openings as to give unpleasant sight from outside and/ or to damage/ spoil wall paint.

(ix) To observe and perform all the rules and regulations which the Ultimate Organization may adopt at its inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the Flat and tenements therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this Agreement.

(x) Till completion and sale of the entire scheme the Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said Flat and the property and building/s or any part thereof to view and examine the state and conditions thereof.

(xi) Not to obstruct the development work for any reasons and in any way.

(xii) Not to enclose, cover, fence or otherwise chain the car parking areas.

(23) OTHER CONDITIONS :

(i) It is specifically understood that the brochure/s published by Promoter from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a Flat, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and are not facts. These specification/ amenities are not agreed to be developed or provided.

(ii) The Allottee/s is/are aware that the perspectives/ Elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee/s shall have no objections/ complaints whatsoever on that account.

(iii) The Allottee/s is/ are hereby prohibited from raising any objection in the matter of allotment or sale of accommodation / flat/ garage/ Car parking etc., on the ground of Religion/ Caste/ Creed or nuisance/ annoyance/ inconvenience for any profession/ trade/ business etc., that has been or will be permitted by law or by local authority in the concerned locality.

(iv) In the event the Ultimate Organization is handed over the administration of the property, before the sale and disposal of all the accommodation / tenements in the building/s, all the powers, authorities and rights of the accommodation Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold flats and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold flats/tenements/units the Promoter herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold tenements. Nor will the Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

(v) The Allottee/s hereby authorizes and empowers the Promoter to make representations by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said flat in the name of Allottee/s, Municipal Assessment of the said flat in the name of Allottee/s and for such other record as may be found required, to be in the name of the Allottee/s. The Allottee/s undertakes to bear all the expenses at actuals for the same.

(vi) The Allottee/s understands that the work of the development and construction on the said land by the Promoter may continue even after grant of possession of the said flat to the Allottee/s. The Allottee/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

(vii) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him/ her/ them and all common, areas and facilities as described in Third Schedule herein below will remain the property of the Promoter until the conveyance.

(viii) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of

time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance nor shall the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter .

(ix) The Promoter has not undertaken any responsibility nor has it agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

(x) The Allottee/s herein represents, assures and declares that neither the Allottee/s nor the members of the family are debarred or disentitled to acquire the said Flat under any statute, notification, rule for the time being in force.

(xi) The Allottee/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements/s with several other person/s and party/s. The Allottee/s has/have no objection and has/have given his/her/their irrevocable consent for the same.

(xii) The Allottee/s has read and understood all the terms and conditions of indemnity bonds/ undertakings, etc given by the Promoter to the Collector/ Corporation or any other authority, and terms and conditions mentioned in Commencement certificate, NA order and Completion certificate (if any) and Allottee/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

(xiii) The Promoter herein may be constructing the building/s on the said land in phases and the Allottee/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

(xiv) The Promoter shall have a first charge and/lien on the said flat in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.

(xv) The Promoter shall be entitled to allot by way of lease or license any portion of the said land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

(24) REPRESENTATION:

(i) The Allottee/s has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land t and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee/s liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Allottee/s/ Association for this purpose.

(ii) The Allottee/s hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the

Promoter in this regard shall be binding on the Allottee/s. The Promoter shall represent the Allottee/s to do all the necessary things in all the departments of the Pune Metropolitan Region Development Authority (PMRDA), Collector, Government, Semi-Govt., MSEDCL etc and the same shall stand ratified and confirmed by the Allottee/s herein. If for any reason the Promoter requires Allottee/s' personal representation in the form of signature then the Allottee/s shall sign the same and shall not withhold the same for any reason whatsoever.

(25) RESTRICTIONS ON Allottee/s:

The Promoter has informed the Allottee/s and the Allottee/s is aware that the Purchase of the said flat shall be subject to all the following conditions:

- (i) Construction of a loft and other civil changes done internally shall be at the risk and cost of the Allottee/s who shall not damage the basic R.C.C. structure.
- (ii) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing .
- (iii) The installation of any grills or any doors shall only be as per the form prescribed and Promoter's Architect.
- (iv) The car parking area if allotted shall not be covered / enclosed under any circumstances.
- (v) The Allottee/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.
- (vi) All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Allottee/s in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

(26) EFFECT OF LAW:

(i) This Agreement shall always be subject to the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and the rules made thereunder.

(ii) It is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations, etc., then in that case the entire agreement shall not be treated as void-ab-initio but in such case part of the present agreement or clause or clauses or part of the clause or clauses shall unless not possible be severed from rest of the present agreement or clause or of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.

(27) NAME OF THE HOUSING SCHEME:

The name of the Project shall be “**BHAKTI MEERA**” and this name shall not be changed without the written consent of the Promoter.

(28) PROJECT FINANCE :

(i) The Allottee/s hereby consent/s and authorize/s the Promoter for raising any finance by way of mortgage of the said land or scheme or any portion thereof, as and when so deemed necessary by the Promoter. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building/s to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Flat agreed to be purchased by him/ her /them in terms of this Agreement.

(ii) The Allottee/s may obtain finance from any bank / financial institution or any other source for purchase of the Flat, but the Allottee/s obligation to purchase the Flat pursuant to this Agreement shall not be contingent on the Allottee/s ability or competency to obtain such finance and the Allottee/s will remain bound by the terms of this Agreement. The Allottee/s hereby agrees that in case he has availed of any loan facility for the purchase of the Flat, then upon execution and registration of Conveyance Deed in respect of the Flat, the original Conveyance Deed shall be received by the Promoter on behalf of the Allottee/s from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Flat in accordance with the terms of grant of the loan.

(29) NOTICE/S :

All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by Courier, Registered Post, Under Certificate of Posting or Ordinary Post at his/ her/ their address/s specified in the title of this agreement or at the address intimated in writing by the Allottee/s by registered post after execution of this agreement.

(30) REGISTRATION :

The original of this Agreement is given to the Allottee/s. The Allottee/s shall present this Agreement as well as any other deeds, documents etc., which are to be executed by the parties hereto in pursuance of these presents, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Allottee/s to the Promoter, the Promoter will attend such office and admit execution thereof. The Promoter shall not be responsible if the Allottee/s fails to register the agreement as mentioned above.

(31) TERMINATION OF AGREEMENT :

(i) On the Allottee/s committing default in payment on the due dates, of any of the installment payable under this Agreement or any other amount due and payable under this Agreement (including his/ her/ their proportionate share of taxes levied by the concerned local authority and any other outgoings), or on the Allottee/s committing breach of any of the terms and conditions of this Agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

(ii) Provided always, the power of termination under this Agreement shall not be exercised by the Promoter, unless the Promoter has given to the Allottee/s 15 (fifteen) days prior notice in writing, of its intention to terminate the Agreement and pointing out the breach/s of the terms and conditions on account of which it intends to terminate this Agreement and the Allottee/s has/ have failed and/ or neglected to rectify the breach/s within the period or 15 (fifteen) days of such notice.

(iii) Provided further that upon the termination of this agreement, after deducting 10% amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Allottee/s the installments or price which the Allottee/s might have till then paid to the Promoter but without any interest, the aforesaid amount shall be paid by the Promoter to the Allottee/s by cheque along with notice in writing by Registered Post Acknowledgement due immediately, prior to resale of the said Flat and on such condition the Promoter shall be entitled to resale the said Flat and/or dispose off or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit.

(32) STAMP DUTY AND REGISTRATION CHARGES:

The necessary stamp duty and registration charges and allied expenses for registration of the present Agreement shall be paid by the flat Allottee/s.

The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

**SCHEDULE I
DESCRIPTION OF THE SAID LAND**

All that piece and parcel of land at Survey No. 32 Hissa No. 2/8 admeasuring about 00 H 20 R i.e. 2000 sq. mtr. at Village Varale, Taluka Maval, within the limits of the Zilla Parishad Pune and Panchayat Samiti Maval, District Pune and which land is bounded as follows:

On or towards East	: By Survey No. 28
On or towards South	: By Survey No. 32/2/9 and Talegaon boundary
On or towards West	: By road and Survey No. 32/1A
On or towards North	: By Survey No. 32/2/7
On or towards West	: By road
On or towards North	: By Plot No. 387

**SCHEDULE II
DESCRIPTION OF THE SAID FLAT**

Project Name	:	'BHAKTI MEERA'
Residential Flat No.	:	
Floor	:	
Carpet Area of Flat	:	
Exclusive right to use parking no. ____	:	

SCHEDULE III
SPECIFICATIONS OF AMENITIES & INSTALLATIONS

1.Structuer	:	☐ Earthquake resistant RCC frame structure as per IS Code for Zone ☐ External walls 6" thick Brickwork ☐ Internal walls 4"/6 Brickwork ☐ Internal Neeru finish Plaster ☐ External sand faced Plaster
2.Flooring	:	☐ 24"x24" vitrified tiles flooring and skirting for the entire flat Ceramic tiles flooring for terraces. ☐ Anti-skid ceramic tiles flooring for toilets.
3.Kitchen	:	☐ Black Granite kitchen counter with S S sink and Ceramic tiles dado above kitchen platform.
4.Window	:	☐ Powder coated aluminum sliding windows.
5.Doors	:	☐ Decorative main door with brass fittings and latch lock Powder coated aluminum sliding doors for living terrace internal flush doors with brass fittings/cylindrical locks.
6.Plumbing	:	☐ Concealed plumbing with standard CP accessories ☐ Standard quality pestalcolouredsanitaryware.
7.Electrical	:	☐ Modular switches, TV and Telephone points in living room Ample light and plug points in the entire flat.
8.Painting	:	☐ Oil bound distemper for all internal surfaces of the unit ☐ Cement paint for external surface of the Building
9.Staircae	:	☐ Tandoor stone flooring for staircase and passage
10.T oilets	:	☐ Two color designer wall tiles motifs upto 7' Height Good quality sanitary fittings.

NOTE:

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.
2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item, which is agreed aforesaid.

SCHEDULE IV

(A) COMMON AREAS AND FACILITIES:

1. The footings, RCC structures and main walls of the Building
2. Common drainage, Water and electrical lines.
3. Common ground water storage tanks and overhead water tanks and plumbing machinery, pumps, automatic water level sensor etc. for water tanks.
4. Compound walls, passage, entrance, lobbies, staircase, fencing and gates.
5. Power backup for Lift, common lights and pump.

(B) LIMITED COMMON AREAS AND FACILITIES:

1. Partitions between the two flats shall be limited common property of the said two flats.
2. The scooter parks and car parks as allotted by the Promoter.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

IN WITNESS WHEREOF the parties hereto have put their respective hands to this Deed on the day and date first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROMOTER

M/S. MEGHASWANA BHONGADE ASSOCIATES
Through its Partner
MR. HARAKCHAND VIRJI SHAH

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED Allottee/s

In Presence Of :

1. Signature:

Name:

Address:

2. Signature:

Name:

Address: