<u>A</u>	GREEMENT FOR SALE
	R SALE executed here at PUNE on thisday th of the year 20,
	<u>between</u>
Indian Partnership Act, House, Prabhat Ro AAHFP6835B) represed GOYAL, occupation: PROMOTER, which exponents on meaning thereof, be	RTIES, a partnership firm registered under the 1932 having its office at 5 <sup>th</sup> Floor, Fortune ad, Erandawana, Pune 411052 (PAN: nted by its partner SACHIN ISHWARCHAND business, hereinafter called as the OWNER/pression shall, unless repugnant to the context deemed to mean and include its last surviving the heirs, executors, administrators and assigns, and
Name of Allottee  Age of Allottee	
Occupation of Allottee	
Address of Allottee	
PAN of Allottee	
Aadhar No. of Allottee	
Name of Allottee	
Age of Allottee	
Occupation of Allottee	
Address of Allottee	
PAN of Allottee	
Aadhar No. of Allottee	

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hereinafter called as the ALLOTTEE/S, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and assigns of the OTHER PART,

#### WHEREAS:

a. all those pieces and parcels of the below mentioned land situate at village Mouje Chikhali, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, Registration District Pune, Sub-Registrar, Haveli, Pune, are vested in the ownership of the Owner/Promoter herein,

Gat No.	Area	Assessment
12.12	Hec. Are	Rs. Ps.
1040	0.84	
	carved out of	
	1.11	7.44
1054	0.22	
	plus potkharaba	
	0.01	
	0.23	1.62
1055	0.21	
	plus potkharaba	
	<u>0.01</u>	
	0.22	1.56
1056	0.26	
	plus potkharaba	
	0.02	
	0.28	1.87
1057	0.09	0.62
1058	0.12	0.87
Total	1.78	
	(17800 sq.mt.)	

(hereinafter individually by its corresponding Gat Number and collectively referred to as the said LAND),

b. in the sanctioned development plan of the Municipal Corporation of the City of Pimpri Chinchwad, the lands bearing Gat Nos.1040 (part), 1054 to 1058 have been earmarked in 'Residential Zone' and out of the portion admeasuring 8400 sq.mt. of the land bearing Gat No.1040, (i)

the portion admeasuring 1976 sq.mt., is affected by 12 meter wide D.P. road and (ii) portion admeasuring 1200 sq.mt. is reserved for Primary School Reservation,

- c. thus, the Owner/ Promoter caused to prepare layout of the said Land for the purpose of construction of residential and non-residential buildings, which was approved and sanctioned by the Municipal Corporation of the City of Pimpri Chinchwad, vide its No.B.P./ CHIKHLI/2/2013, dated 15.01.2013,
- d. the Owner/ Promoter caused to further revise the layout of the said Land, which was sanctioned by the Municipal Corporation of the City of Pimpri Chinchwad, vide its No.B.P. /CHIKHLI/38/2019 dated 28.03.2019, the details whereof are enumerated hereunder:

Sr.	Description	Deduction	Net area
		sq.mt.	sq.mt.
1	Total area after amalgamation		17800.00
2	Area under 12 meter wide D.P. Road	1976.00	
3	Area under Primary School	1200.00	
	reservation		
	Deduction of 2+3		3176.00
	Gross Plot Area		14624.00
5	Open space	1262.40	
6	Open space	200.00	
7	Internal road	87.44	
	Deduction of 5+6+7		1549.84
	Net Plot Area		13074.16
8	Area under Plot "A"		11979.60
9	Area under Plot "B"		1094.56

e. the Owner/ Promoter intends to commence construction work of the buildings consisting of ownership units upon the Plot "A" admeasuring 11979.60 sq.mt. by providing club house in either of the Open Spaces for the use and enjoyment of the apartments within the Plot "A" only,

the Owner/ Promoter decided to implement ownership scheme consisting of residential and non-residential buildings upon the Plot "A" admeasuring 11979.60 sq.mt., more particularly described in the

- **SCHEDULE "I"** written hereunder (hereinafter referred to as the PROJECT LAND), by providing club house in either of the Open Spaces for the use and enjoyment of the apartments to be constructed within the Plot "A" as aforesaid
- f. the Owner/ Promoter caused to prepare building plans in respect of the Project Land, which were subsequently revised and sanctioned by the Municipal Corporation of the City of Pimpri-Chinchwad, the details whereof are as under:

Sr.	Description of the	Sanction accorded vide	Date
	plan No.		
1	Building Plans	BP/CHIKHLI/2/2013	15.01.2013
2	Revised Building	BP/CHIKHLI/38/2019	28.03.2019
	Plan		

- g. **thereafter**, pursuant to the amendment in the Maharashtra Land Revenue Code, 1966, the Owner/ Promoter submitted proposal for conversion of use of the said Land for residential and commercial purpose on payment of conversion tax and non-agricultural assessment before the District Collector, Pune, who vide its Order No.PMF/PC/NA/SR/15/2017 dated 04.12.2017 directed the Owner/ Promoter to deposit Rs.62,856/- towards conversion tax and N.A. assessment, which were deposited by it on 05.12.2017 and thereafter, vide its order dated 07.12.2017 directed the village Talathi, Chikhali to take a note in the record of rights of the said Land that the area admeasuring 14535.25 sq.mt. plus 130.93 sq.mt. thereof is converted for residential and non-residential purpose, respectively,
- h. **in the meanwhile**, at the instance of the Owner/ Promoter, the State Level Environment Impact Assessment Authority, vide No.SEAC-2212/ CR-08/TC-2 dated 05.09.2014 had issued Environment Clearance in respect of the Project Land, subject to the terms and conditions, as are stipulated therein,

- i. **however**, thereafter, the Owner/ Promoter submitted a proposal for amendment in EC and change in the name of project "Prosperia" in place of earlier project name "Pristine Paradise" in respect of the Project Land and accordingly, the State Level Environment Impact Assessment Authority vide No.SEIAA-2019/ CR-07/SEIAA dated 10.01.2019, granted amendment in Environment Clearance, subject to the conditions mentioned in the earlier E.C.,
- j. the Owner/ Promoter had in its possession originals of the title deeds and documents pertaining to the said Land, which comprises the Plot "A", Plot "B", the area under school reservation and area under road widening; however, while creating charge *inter alia* against the Plot "B", vide Mortgage Deed dated 28.03.2019, which was registered in the Office of the Sub-Registrar, Haveli No.29, Pune at Serial No.2597/2019 on 29.03.2019, executed by the Owner/ Promoter alongwith its sister concern M/s. Pristine Developers, a registered partnership firm having its office at 100, East Street Galleria, 2421, Camp, Pune 411001 in favour of State Bank of India, the mortgagors deposited originals of title deeds and documents *inter alia* of the said Land with the said Bank, despite the fact that the Project Land is not subject matter under the aforesaid Mortgage Deed,
- k. the Owner/ Promoter decided to implement ownership scheme upon the Project Land comprising 4 buildings i.e. "A", "B", "C" and "D", each consisting of parking plus 12 upper floors and in addition to that commercial building under the name and style as "PROSPERIA" (said PROJECT) by providing club house in either of the Open Spaces, which shall be forming part of common amenities and facilities for use of the apartments in the buildings to be constructed upon the Plot "A" only,
- I. **to begin with**, the Owner/ Promoter has decided to undertake development and construction work in the first phase comprising the Building-A, Building-B consisting of ground floor parking and 12 upper

floors, having 138 and 137 residential apartments respectively therein and Club House in either of the Open Spaces and upon granting further approval and sanction of the plans and specifications pertaining to the Building "C", Building "D" and Commercial Building, the Owner/Promoter would undertake development and construction work therein in the second phase,

- m. the Owner/Promoter has reserved certain apartments for the erstwhile land owners in the Building D of Plot "A" and in proposed building on Plot "B"
- n. **in view of the above**, there is no impediment for the Owner/ Promoter to implement ownership scheme upon the Project Land,
- k. the Owner/ Promoter has entered into a Standard Agreement with an Architect M/s. A & T Consultants represented through its partners Mr. Manoj Tatooskar and Mr. Vikas Achalkar, having office at 1221, B/1, Wrangler Paranjape Road, Behind Bhave X-ray Clinic, Off. F.C. Road, Pune 411004 (hereinafter referred to as the ARCHITECT), who are registered with the Council of Architects and, as such, the same is as per the agreement prescribed by the Council of Architects and the Owner/ Promoter has appointed a Structural Engineer/ RCC Consultant G.A. Bhilare Consultants Pvt. Ltd., having its office at Gaurinandan, Plot No 13, Shantisheela Society, Near FTII, Law College Road, Erandawane, Pune 411004 represented through Mr. Hemant Nimbalkar (hereinafter referred to as the STRUCTURAL ENGINEER) for the preparation of the structural design and drawings of the buildings envisaged to be constructed within the Project Land and the Owner/ Promoter accepts the professional services of the Architect and Structural Engineer till completion thereof,
- the Owner/ Promoter has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with Rules framed thereunder with the Real Estate Regulatory

Authority at	No	, a photocopy whereof is attached in
ANNEXURE "F",		

- p. the Owner/ Promoter has commenced the construction work of the Building-A, Building-B and Club House within the Project Land by differing the construction of the Building-C, Building-D and Commercial Building, which will commence after submitting the revised layout and building plans thereof to the Municipal Corporation of the City of Pimpri Chinchwad and on issuance of its approval and sanction by it,
- q. the Owner/ Promoter has sole and exclusive right to sell the apartments of the buildings being constructed upon the Project Land and to enter into Agreement/s with the Allottee/s of the corresponding apartments and to receive the sale consideration in respect thereof,
- r. the Allottee/s herein has/have shown readiness and willingness to purchase an Apartment in the said Project and, as such, the Owner/ Promoter has disclosed all required disclosures as contemplated under the provisions of the Maharashtra Ownership Flats Act, 1963 and The Real Estate (Regulations & Development) Act, 2016 (RERA) and the Rules made thereunder to the Allottee/s.
- s. the Allottee/s herein has/have further demanded from the Owner/
  Promoter and the Owner/ Promoter has given inspection to the
  Allottee/s of all the documents of title relating to the Project Land and
  the plans, designs and specifications of the Building-A, the Building-B
  and Club House as well as tentative plans of future development in
  respect of the Building-C, Building-D and Commercial Building
  prepared by the Owner/ Promoter's Architects and of such other
  documents of the said Project,
- t. at the request of the Owner/ Promoter, the Allottee/s has/have carried out independent search through his/her/their lawyer regarding the marketable title in respect of the Project Land and satisfied about the

same, and as such, decided to purchase below mentioned unit, more particularly described in the <u>SCHEDULE "II"</u> written hereunder (hereinafter referred to as the said APARTMENT), for the consideration and subject to the terms and conditions, as are stipulated herein below,

- u. the photocopies of Certificate of Title issued by the Advocate of the Owner/ Promoter, photocopies of Village Forms VI and VII and XII showing the nature of the title of the Owner/ Promoter to the Project Land on which the Building-A and the Building-B consisting of residential apartments are being constructed have been annexed hereto and marked as ANNEXURE A and B respectively,
- v. the photocopies of the plans of the layout of the Project Land as approved by the Planning Authority have been annexed hereto and marked as ANNEXURE C1,
- w. the photocopies of the plans of the Building-A and Building-B, as proposed by the Owner/ Promoter and approved by the Planning Authority according to which the construction thereof is proposed to be provided for on the said Project have been annexed hereto and marked as ANNEXURE C2,
- x. the photocopies of the proposed layout and building plans in respect of the Building-C, Building-D and Commercial Building, showing future proposed development by obtaining approvals relating to it from the concerned authorities, as disclosed by the Owner/ Promoter while its registration before the RERA Authority and further disclosed on the website as mandated have been annexed hereto and marked as ANNEXURE C2A,
- y. the bare apartment is shown in the Floor Plan and the parking space thereof is shown in the Parking Floor Plan, which have been annexed hereto and marked as ANNEXURE C3 Colly,

- z. the specifications of the Building-A and Building-B consisting of parking floor plus 12 upper floors, having total 138 and 137 apartments, respectively, which are being constructed upon the Project Land, have been annexed and marked as ANNEXURE D,
- aa. the Owner/ Promoter has got some of the approvals from the Planning Authority to the plans, specifications, elevations, sections of the Building-A and Building-B and shall obtain the remaining approvals from the concerned authorities from time to time, so as to obtain building Completion or Occupancy Certificate thereof,
- bb. while sanctioning the said plans, the Planning Authority has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the Owner/ Promoter while constructing the Building-A, Building-B and Club House within the Project Land and upon due observance and performance of which only the completion or occupancy certificate in respect thereof shall be granted by the Planning Authority,
- cc. under Section 13 of the RERA, the Owner/ Promoter is required to execute a written Agreement with the Allottee/s for sale of the said Apartment, being in fact these presents and also to register the same under the Registration Act, 1908,

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

## 1. CONSTRUCTION AS PER SANCTIONED PLANS:

The Owner/ Promoter has decided to undertake development and construction work of the buildings in phase-wise manner and as such in the first phase, it shall construct the Building-A, Building-B consisting of ground floor parking and 12 upper floors, comprising 138 and 137

residential apartments respectively within the Project Land and Club House in either of the Open Spaces and upon granting further approval and sanction of the plans and specifications pertaining to the Building "C", Building "D" and Commercial Building, the Owner/ Promoter shall construct those buildings thereon in the second phase, -in accordance with the plans, designs and specifications, as approved by the Planning Authority from time to time,

PROVIDED that the Owner/ Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications, which may adversely affect the said Apartment except any alteration or addition required by the Government Authorities or due to change in law.

#### 2. ALLOTMENT OF APARTMENT:

The Allottee/s hereby agree/s to purchase from the Owner/ Promoter and the Owner/ Promoter hereby agrees to sell to the Allottee/s a residential flat, the details whereof are enumerated hereunder:

Building/Wing	:	
Apartment No.	:	
Carpet area	:	sq.mt.
Enclosed balcony area	:	sq.mt.
Utility terrace (dry balcony) area		sq.mt.
Adjacent terrace area	:	sq.mt.
Floor	:	
Parking space number	:	
Parking space area	:	sq.mt.

being constructed by the Owner/ Promoter in the said Project, more particularly described in the SCHEDULE "II" written hereunder (i.e. the said Apartment), the bare flat is shown in the Floor Plan and the parking space is shown in the Parking Floor Plan, which have been annexed hereto and collectively marked as ANNEXURE C3 (colly.), for the consideration of Rs.\_\_\_\_\_\_ (Rs. \_\_\_\_\_\_\_) including the proportionate price of the common amenities and facilities, being provided in the said Project, excluding stamp duty. registration fees, incidental expenses Goods & Service Tax (GST), expenses for recording the name of the Allottee/s

in the assessment register of the Municipal Corporation of City of Pimpri Chinchwad etc., which will have to be paid by the Allottee/s to the Owner/Promoter or concerned authority separately and if such amount is paid by the Allottee/s to the Owner/Promoter, upon such event the Owner/Promoter will issue the receipt to that effect to the Allottee/s.

## 3. CONSIDERATION:

3.1.	The	e Allotte	e/s ha	s/have	paid or	or befor	re exe	ecution	of th	nis agreen	nent,
	а	sum	of	Rs <mark></mark>			(Rupe	ees			
						only)	as	advar	nce	payment	or
	арр	olication	fee,	the de	tails wh	ereof ar	e en	umerat	ed h	nereunder	and
	her	eby agr	ee/s t	o pay	to the O	wner/ Pr	omot	er the	bala	nce amou	nt of
	Rs <mark>.</mark>		_/ (Ru	ıpees							only)
	tow	ards ag	reed o	conside	eration ir	n the follo	owing	mann	er:		

Sr	Particulars	% of install ment	Amount (Rs)
1	on or before execution of Agreement	10%	
2	within 2 weeks after the execution of Agreement	20%	
3	within 7 days from Completion of the Plinth of the building	15%	
4	within 7 days from Completion of 2nd Slab above the Plinth	5%	
5	within 7 days from Completion of 4th Slab above the Plinth	5%	
6	within 7 days from Completion of 6th Slab above the Plinth	5%	
7	within 7 days from Completion of 8th Slab above the Plinth	5%	
8	within 7 days from Completion of 10th Slab above the Plinth	5%	
9	within 7 days from Completion of the walls, internal plaster of the said Apartment	5%	
10	within 7 days from Completion of staircases,	5%	

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	lift wells, lobbies upto the floor level, doors		
	and windows of the said Apartment		
11	within 7 days from Completion of external	5%	
	plumbing & external finishing, elevation,		
	terraces with waterproofing, of the building		
12	within 7 days from completion of the sanitary	10%	
	fittings, flooring of the said Apartment lifts,		
	water pumps, electrical fittings,		
	electromechanical and environment		
	requirements, entrance lobby/s, paving of		
	appurtenant land		
13	at the time of handing over of the possession	5%	
	of the Apartment to the Allot tee on or after		
	receipt of completion certificate, whichever is		
	earlier		
	Grand Total	100%	
			l l

- 3.2. In case, the agreed consideration exceeds Rs.50,00,000/-, the Allottee/s will have to deduct 1% TDS therefrom, as contemplated under section 194-IA of the Income Tax Act, 1961. Further the TDS so deducted by the Allottee/s shall be deposited by him/her/it/them with the Income Tax Department forthwith and the responsibility of reflecting the same in Form No.26AS of the Owner/ Promoter shall be of the Allottee/s only. If there is delay in paying the TDS of 1%, payment of interest and penalty thereon, as applicable under the Income Tax Act, would be the responsibility of the Allottee/s only.
- 3.3. In addition to the agreed consideration, as aforesaid, taxes consisting of tax paid or payable by the Owner/Owner/ Promoter by way of GST or any other similar taxes, as may be applicable from time to time, shall be borne and paid by the Allottee/s exclusively.
- 3.4. The installments of the amount agreed to be paid by the Allottee/s to the Owner/ Promoter towards agreed consideration, as mentioned above, shall always be the ESSENCE OF THIS AGREEMENT.
- 3.5. The agreed consideration is escalation free, save and except escalations/ increases due to increase on account of development

charges payable to the Planning 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 Owner/ Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, costs or levies imposed by the Competent Authorities etc., the Owner/ Promoter shall enclose the said notification, order, rule and regulation published /issued in that behalf alongwith the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- 3.6. The Owner/ Promoter may allow in its sole discretion a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payment at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawals once granted to the Allottee/s by the Owner/ Promoter.
- 3.7. The Owner/ Promoter shall confirm the final carpet areas of the said Apartment that have been allotted to the Allottee/s after completion of the construction work of the corresponding building and occupation certificate thereof is granted by the competent authority, by furnishing details of changes, if any, in the carpet area, subject to a variation of 3%. The agreed consideration payable for the carpet area shall be recalculated upon confirmation by the Owner/ Promoter. If there is any reduction in the carpet area within the defined limit, then the Owner/ Promoter shall refund the excess money paid by the Allottee/s within 45 days (If there is any increase in carpet area allotted to the Allottee/s, the Owner/ 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 sq.mt. as agreed in clause 2 of this Agreement.

#### 4. OBSERVANCE OF CONDITIONS OF PLANNING AUTHORITY:

The Owner/ 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 Planning Authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the Planning Authority occupancy or completion certificates in respect of the said Apartment.

#### 5. DETAILS OF FSI/FAR:

The Owner/ Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is \_\_\_\_\_ sq.mt. only and the Owner/ Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI/FAR available on payment of premiums or FSI/FAR available as incentive FSI/FAR by implementing various scheme, as mentioned in the Development Control Regulation or based on expectation of increased FSI/FAR which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Owner/ Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by it on the Project Land and the Allottee/s has/ have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owner/ Promoter by utilizing the proposed FSI/FAR and on the understanding that the declared proposed FSI/FAR shall belong to the Owner/ Promoter only.

# 6. TIME SCHEDULE FOR COMPLETION OF CONSTRUCTION WORK:

The Owner/ Promoter shall abide by the time schedule for completing the construction work of the Building comprising the said Apartment and handing over possession of the said Apartment to the Allottee/s and the common amenities to the Apartments Buyers Organization after receiving the occupancy certificate or the completion certificate, as the case may be.

# 7. REMEDY FOR DELAY OF COMPLETION OF CONSTRUCTION & TERMINATION FOR NON-PAYMENT:

- 7.1 In case, the Owner/ Promoter fails to abide by the time schedule for completing the building comprising the said Apartment and handing over possession of the said Apartment to the Allottee/s, the Owner/ Promoter agrees to pay to the Allottee/s, who does/do not intend to withdraw from the said Project, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on all the amounts paid by the Allottee/s, for every month of delay, till handing over the possession thereof. The Allottee/s agree/s to pay to the Owner/ Promoter, interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on all delayed payment, which become due and payable by the Allottee/s to the Owner/ Promoter in terms of this Agreement from the date the said amount is payable by the Allottee/s to the Owner/ Promoter.
- 7.2 Without prejudice to the right of the Owner/ Promoter to charge interest in terms of sub clause 7.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Owner/ Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by the Municipal Corporation of the City of Pimpri Chinchwad and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Owner/ Promoter, at its own option, may terminate this Agreement:

PROVIDED that, the Owner/ Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s or mail on the e-mail address, if any provided by the Allottee/s, of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Owner/ Promoter within the period of notice then at the end of such

notice period, the Owner/ Promoter shall be entitled to terminate this Agreement.

PROVIDED FURTHER that in case the Allottee/s herein violate/s any of the terms and conditions of this agreement for whatsoever reason including nonpayment of agreed consideration within stipulated period, upon such event the Owner/Promoter herein shall have absolute right and authority to terminate this agreement by giving prior notice in writing of such intention by stating specific default, breach or breaches of the terms and conditions being grounds for such termination and the Allottee/s herein may get the default rectified within 15 days from the receipt of such notice. After giving notice in writing, if the Allottee/s herein fail/s to rectify the default / breach of terms and conditions within the aforesaid stipulated period, upon such event this agreement shall stands cancelled and terminated and right, title, interest of the Allottee/s in pursuance of this agreement pertaining to the said Apartment also stands cancelled and terminated and the Allottee/s shall have only right to receive the refund of the amount without any interest, however, on execution and registration Deed of Cancellation.

PROVIDED FURTHER that for whatsoever reason if the Allottee/s herein desire/s to terminate this agreement / transaction pertaining to the said Apartment, upon such event the Allottee/s shall issue 15 days' prior notice to the Owner/Promoter as to his/her/their intention of such termination and on receipt of notice in that behalf, the Owner/Promoter shall be entitled to deal with the said Apartment with any prospective buyer/s.

PROVIDED FURTHER that it is specifically agreed between the parties hereto that, in case the transaction in respect of the said Apartment between the Owner/Promoter and the Allottee/s is terminated, as stated hereinabove, upon such event, all the instruments under whatsoever head, which were executed between

the parties hereto shall stand automatically cancelled and either of the parties shall have no right, title, interest or claim against each other, except as provided herein.

- 7.3 On termination of the transaction in respect of the said Apartment as aforesaid, the Allottee/s shall not be entitled to claim the refund of the amount paid by him/her/them to the Owner/ Promoter for the payment of GST or any other taxes, cess, stamp duty, registration fee etc. in pursuance hereof.
- 7.4 The Allottee/s herein shall be entitled to receive the refund of the consideration paid by the Allottee/s to the Owner/ Promoter, save and except the amount stipulated in clause 4.3 herein above, after resale of the said Apartment by the Owner/Promoter, in the following manner: -
  - (i) In case, the Owner/Promoter able to dispose-off the said Apartment for the consideration, which is either equal or higher than as agreed between the Owner/Promoter and the Allottee/s in pursuance of these presents, upon such event, he/she/they is/are entitled to receive and the Owner/Promoter is bound to refund the amount, which was paid by the Allottee/s to the Owner/Promoter in pursuance hereof; however, without any interest or any additional amount under whatsoever head.
  - (ii) In case, the Owner/Promoter dispose-off the said Apartment for the consideration less than the consideration agreed in pursuance of these presents, upon such event, the Owner/Promoter shall be entitled to deduct such short fall out of the amount paid by the Allottee/s to the Owner/ Promoter towards such short fall and shall refund the balance amount without any interest or any additional amount under whatsoever head and accordingly the Allottee/s shall receive the same.
  - (iii) In case, the Allottee/s availed housing loan against the said Apartment from any financial institute etc. upon such event,

- the Allottee is not entitling to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute of releasing the encumbrance of loan and interest thereon against the said Apartment.
- (iv) Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of these presents, the Allottee/s shall only have right to claim refund of the amount, subject to deduction, as stated herein above; however, upon execution of Cancellation Deed.
- Notwithstanding any of the above clauses, in the event, the (v) Owner/Promoter unable to handover possession of the said Apartment to the Allottee/s on its due date for the reason beyond the control of the Owner/Promoter and/or any adverse order passed in any proceeding by any Court, the Allottee/s will be at liberty to terminate these presents by issuing a letter of termination to the Owner/Promoter and on such termination, the Owner/ Promoter shall, within 60 days of such termination, refund the entire amount received under these presents with interest at the rate of 15% per annum, simultaneously upon execution of the Deed of Cancellation by the Allottee/s in favour of the Owner/Promoter and payment of outstanding dues of the financial institute against the mortgage of the said Apartment, either by the Allottee/s or the Owner/Promoter for and on behalf of the Allottee/s and execution of Release Deed by such financial institute releasing the encumbrance against the said Apartment. In case, the outstanding amount of the loan against the said Apartment is to be paid by the Owner/ Promoter for and on behalf of the Allottee/s, upon such event, , the Allottee/s at the time of execution and registration of Cancellation Deed, shall execute a Special Power of Attorney, appointing the Owner/Promoter being his/her/their constituted attorney to represent him/her/them before the concerned financial institute for the purpose of repayment of the outstanding amount of loan alongwith interest and get executed a Release Deed of the said Apartment from the mortgaged encumbrance of such financial institute.

(vi) Notwithstanding anything contents herein above written in this clause, it is specifically agreed and understood that, after issuing the notice and accepting by other party with specifying date for refund of amount and if the Allottee/s failed to present himself /herself/ themselves for execution and registration of Cancellation Deed on or before such specified date as called for by the Owner/ Promoter, then for the period from such date till Allottee/s executing such Cancellation Deed, the Allottee/s is/are not entitled and the Owner/Promoter is not bound to pay the interest on the amount so-far paid by the Allottee/s to the Owner/Promoter.

## 8. COMMON AND RESTRICTED AMENITIES & FACILITIES:

- 8.1 The common amenities and facilities to be provided for by the Owner/
  Promoter in the said Project, as are set out in ANNEXURE 'E'
  annexed hereto.
- 8.2 It is also understood and agreed by and between the parties hereto that the Owner/ Promoter is entitled to permit to use the restricted amenities and facilities to any of the Allottee/s of the apartment/s by way of exclusive facility in the said Project. Upon such event, the Allottee/s shall not be entitled to raise any issue regarding granting exclusive facility, as aforesaid by the Owner/ Promoter to such specified Allottee/s of the apartment/s.
- 8.3 The Owner/Promoter has reserved certain apartments for the erstwhile land owners in the Building D of Plot "A" and proposed Building of Plot "B" and, as such, the Allottee/s shall not raise any objection in that behalf in future.

#### 9. POSSESSION:

The Owner/ Promoter shall handover possession of the said Apartment to the Allottee/s on or before 30th day of September 2023 for Building A and 30<sup>th</sup> day of September 2024 for Building B. In case, the Owner/ Promoter fails or neglects to handover possession of the said Apartment to the Allottee/s on account of reasons beyond its

control and of its agent/s by the aforesaid date, upon such event, the Owner/ Promoter shall be liable, on demand, to refund to the Allottee/s the amounts already received by it in respect of the said Apartment with interest at the same rate, as mentioned in the clause 7.1 herein above from the date the Owner/ Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED that the Owner/ Promoter shall be entitled to reasonable extension of time for giving delivery of the said Apartment on the aforesaid date, if the completion of the building in which the said Apartment is situated is delayed on account of:

- (i) war, civil commotion, act of terrorism or act of GOD,
- (ii) any notice, order, rule, notification of the Government and/or other public authority, Municipal Corporation of the City of Pimpri Chinchwad /Court.
- (iii) non-availability/scarcity of steel, cement or any other building materials, water or electric supply,
- (iv) any delay on the part of the Municipal Corporation of the City of Pimpri Chinchwad or any other Public Body or Authority including MSEDCL in issuing or granting necessary Certificates /NOC'S / Permissions / Licenses / Connections of any service such as electricity, drains and water and meters to the said Project under construction by the Owner/ Promoter on the said Land,
- (v) the Allottee/s has/have committed any default in payment of installment as mentioned in clause No.3.1 (without prejudice to the right of the Owner/ Promoter to terminate this agreement as mentioned in clause 7.2 above),
- (vi) any extra work/addition required to be carried in the said Apartment, as per the requirement and at the cost of the Allottee/s,
- (vii) any other reasons beyond the control of the Owner/ Promoter.

#### 10. PROCEDURE FOR TAKING POSSESSION:

The Owner/ Promoter, upon obtaining the occupancy/ completion certificate from the Municipal Corporation of the City of Pimpri Chinchwad and the payment made by the Allottee/s as per this agreement, shall offer in writing the possession of the said Apartment to the Allottee/s in terms hereof to be taken within 15 (fifteen days from the date of issuance of such intimation) and the Owner/ Promoter shall give possession of the said Apartment to the Allottee/s. The Owner/ Promoter agrees and undertakes to indemnify the Allottee/s, in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Owner/ Promoter. The Allottee/s agree/s to pay the maintenance charges as determined by the Owner/ Promoter or the Apartments Buyers Organization, as the case may be.

Upon receipt of written intimation by the Allottee/s from the Owner/ Promoter intimating that the said Apartment is ready for use and occupation, the Allottee/s shall, within 15 days from receipt of such intimation, take possession of the said Apartment from the Owner/ Promoter by executing necessary indemnities, undertakings and such other documentation, as prescribed in this Agreement and the Owner/ Promoter shall give possession of the said Apartment to the Allottee/s. In case, the Allottee/s fail/s to take possession within 15 days from the date of written intimation mentioned herein above, such Allottee/s shall continue to be liable to pay maintenance charges and such other outgoings, as applicable.

### 11. STRUCTURAL DEFECTS AND WARRANTIES:

11.1. The word "defect" hereinabove written shall mean only the manufacturing defects caused on account of willful neglect of the Owner/ Promoter itself and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment by the Allottee/s, abnormal fluctuations in temperature, abnormal heavy rains etc. The structural defect liability means the RCC structure and slabs but will not include the outer plaster, inner plaster, paints, tiles, other fixtures and fittings provided in the Bathroom and W.C. etc.

- 11.2. The Allottee/s has/have been made aware and expressly agree/s that the regular wear and tear of the Apartment / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature and which do not amount to structural defects and as such cannot be attributed to either bad workmanship or structural defect.
- 11.3. In case, within a period of five years from the date of handing over possession of the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Owner/ Promoter any structural defect in the said Apartment or the building in which the said Apartment is located or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Owner/ Promoter at its own cost and in case it is not possible to rectify such defects, upon such event, the Allottee/s shall be entitled to receive from the Owner/ Promoter, compensation for such defect in the manner as provided under the RERA, provided regular maintenance and due care has been taken by the Allottee/s to keep the said Apartment in good and habitable conditions and repairs.

PROVIDED THAT the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment and/or in the fittings provided therein by the Owner/ Promoter and 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 erections in the bathroom, which may results in seepage of the water. If any of such works are carried out without the written consent of the Owner/ Promoter, the defect liability automatically shall become void.

PROVIDED FURTHER THAT any deviation in usage / maintenance of the said Apartment in contravention of User Manual shall amount to default on the part of the Allottee/s towards proper maintenance of the apartment/building and the Allottee/s and/or the Apartment Holders Organization shall not be entitled to claim any compensation on whatsoever ground against defect liability from the Owner/ Promoter.

11.4. The said Project as a whole has been conceived, designed and being constructed based on the commitments and warranties given by the vendors/ manufacturers, who has/have supplied the requisite instruments, equipments, fixtures and fittings therein, which shall be maintained by the Apartment Holders Organization and/or the Allottee/s, as the case may be, by entering into maintenance / warranty contracts with the original manufacturer/s and/or their authorized service agents, so as to keep it in proper working condition to continue warranty. Further, where the manufacturer warranty as disclosed by the Owner/ Promoter to the Allottee/s expires before the defects liability period, upon such event, such warranties shall be covered under the comprehensive maintenance warranty contract or extended warranty contract by the Apartments Holders Organization or the Allottee/s of the said Apartment, as the case may be and if the annual maintenance contract/s is/are not done/renewed, as aforesaid, upon such event, the Owner/ Promoter shall not be responsible for any defects occurring.

## 12. USER OF THE APARTMENT:

The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose for which its plan is sanctioned. He/she/they shall use the parking space only for the purpose of keeping or parking vehicle.

## 13. APARTMENTS BUYERS ORGANIZATION:

The Allottee/s alongwith other Allottees of the Apartments in the said Project shall join in forming and registering the Society or Association of Apartment Holders to be known under the name and style as PROSPERIA or in such other name, as the Owner/ Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of

the Society or Association of Apartment Holders including its byelaws and for becoming its member and duly fill in, sign and return to the Owner/ Promoter within seven days of the same being forwarded by the Owner/ Promoter to the Allottee/s, so as to enable the Owner/ Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or deed of declaration, as the case may be, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

#### 14. CONVEYANCE:

The Owner/ Promoter shall, within four months from disposal of all the apartments/commercial units in the said Project cause to transfer to the Apartments Buyers Organization all its right, title and the interest in the Project Land and the Buildings constructed thereon by executing conveyance thereof.

#### 15. CLUB HOUSE IN EITHER OF THE OPEN SPACES:

- 15.1 Notwithstanding anything contained herein, the Owner/ Promoter has decided to reserve the Open Spaces carved out of the said Land for the Plot "A" only by providing club house in either of it for the use and enjoyment of the Apartments Buyers thereof and as such, the Apartments Buyers Organization of the Plot "A" shall maintain the Open Spaces and Club House constructed in either of it.
- 15.2 The Owner/ Promoter has decided to construct the Building "A" and the Building "B" within the Project Land and the Club House in either of the Open Spaces and as such, till the Building "C", Building "D" and Commercial Building are constructed within the Project Land, the Apartments Buyers of the Building "A" and Building "B" shall maintain the Open Spaces and the Club House constructed in either of it initially and after completion of construction work of the said Project, the Apartments Buyers Organization of the Plot "A" shall maintain the Open Spaces and the Club House constructed in either of it.

15.3 After construction work of the Club House in either of the Open Spaces is completed, the Owner/ Promoter shall be entitled to use the same as sales office till disposal of all apartments in the said Project as well as apartments envisaged to be constructed in the Building "B", without any liability on the part of the Owner/ Promoter, as to maintenance costs thereof or charges for such user.

## 16. MAINTENANCE CHARGES, OUTGOING AND CORPUS FUND:

- - (i) maintenance and repairs of common areas and facilities,
  - (ii) Wages of Watchmen, Sweepers, waste management, Gardener, STP and OWC operator etc.
  - (iii) Revenue Assessment
  - (iv) All other taxes, levies, charges and ceases,
  - (v) Electricity bills, maintenance & deposit charges in respect of common area electricity, water pumps, STP, OWC, Fire equipment, installations and bills
  - (vi) Expenses of and incidental to the management and maintenance of the said Project,
  - (vii) Remuneration paid to an Estate Manager appointed to supervise the management and upkeep of the said Project till such management and control is handed over to the Ultimate Body formed of the Allottee/s of the Apartments in the said Project,
  - (viii) All costs, charges and expenses to procure water for the requirement of the holders / occupants of apartments in the said Project through water tanker agencies and other sources.
  - (ix) Repair & replacement of solar, machinery, electrical items, internal roads, water pumps, lifts, tiles or any spare parts of the common area machinery.
  - (x) All expenditure done for the repair & replacement of infrastructure / machinery or man power being used by the residents commonly for their daily convenience and usage.

(xi) maintenance of the common amenities and facilities provided in the said Project;

PROVIDED that the Owner/ Promoter shall have the sole discretion to run the maintenance including those for the above heads on its own or appoint contractor/ sub-contractor/ agency for the same and charges and expenses thereof will be paid from Maintenance charges collected as mentioned above.

- 16.2 However, the above maintenance charges excludes the charges and payments in respect of individual apartments such as: (i) Property Taxes ,(ii) Insurances, (iii) Sinking Funds , (iv) Water Charges / Bills, (v) MSEDCL Bills, (vi) Internal Apartment Maintenance, which are to be borne and paid by such Allottee/s on his/her/their own.
- 16.3 In case, after completion of construction work of the said Project, any government taxes/ charges are levied pertaining to the Environmental Clearance renewal, property tax as per rules and regulations, the same shall be paid from and out of maintenance charges collected as mentioned above. It is hereby clarified that the said pro-rata contribution of the Allottee/s in the outgoings and expenses of the Common Areas and Facilities of the said Project being found to be insufficient even within / before the end of Twenty Four months, as mentioned herein above, the Allottee/s shall be obliged to make up / pay the shortfall as and when called upon by the Owner/ Promoter to the Allottee/s. In case the Allottee/s do not make up / pay the shortfall amount as required towards maintenance Owner/Promoter will discontinue the maintenance of the services and thereafter it will not be responsible for the inconvenience / damage caused to any of the parts / machineries i.e. Lifts, STP, OWC, pumps, or any such of the common machineries.
- 16.4 It is agreed by and between the parties hereto the aforesaid amenities shall be completed by the Owner/ Promoter simultaneously with completion of the whole of the Project and not in the phase wise manner but necessary amenities like road, light, septic tanks which

are basic amenities shall be completed alongwith the construction of the building/s.

- 16.5 The aforesaid amenities and facilities are provided by the Owner/
  Promoter for the better use and enjoyment of the Apartment/s by the
  Allottee/s and, as such, any untoward incident and / or accident takes
  place or occurs, the Owner/Promoter shall not be responsible for the
  same. The aforesaid amenities and facilities are common for all
  Phases of the said Project and the Allottee/s/s shall have no objection
  for the same.
- 16.6 The maintenance amount collected from the Allottee/s in the manner as aforesaid shall be Non-Refundable. If the Allottee/s does/do not take possession of the Apartment on receiving of the intimation from the Owner/Promoter, the maintenance for the said Apartment will commence immediately from the date as mentioned in the letter / email sent by the Owner/Promoter to the Allottee/s.
- 16.7 It is disclosed to the Allottee/s/s that the said amount of maintenance though calculated as per the current market rates, which is subject to increase due to the escalation in the charges of services for maintenance and upkeep and in that case the Allottee/s shall be liable to pay the said increased maintenance amount to the Owner/Promoter. After the period of two years, as mentioned above, the Allottee/s shall be liable to pay the monthly maintenance charges to the Owner/Promoter on the basis of maintenance charges prevailing at that time and the Owner/Promoter shall have discretion to determine the maintenance charges as per actual expense for the services for maintenance.
- 16.8 After formation of the Co-operative Society /Apartment Condominium of all the Allottee/s, all permissions / renewal / audit / NOC in respect of sewage treatment plant, organic waste converter, Lifts, water and in respect of all the amenities provided by the Owner/Promoter which requires auditing / NOC / renewal of permissions from the central

government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed and maintained by the Co-operative Society / Apartment Condominium, as the case may be, at its own costs.

#### 17. ENTRANCE FEE AND PROVISIONAL MONTHLY CONTRIBUTION:

The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Owner/ Promoter, the following amounts: -

- (i) . for entrance fee and share money of the Apartments

  Buyers Organization at actual.
- (ii) Rs.\_\_\_\_\_ for deposit towards provisional contribution towards maintenance and outgoings of the Apartments Buyers Organization.

#### 18. **LEGAL EXPENSES**:

At the time of registration of conveyance of the Project Land and buildings thereof in favour of the Apartments Buyers Organization, the Allottee/s shall pay to the Owner/ Promoter, the deficit, if any, towards his/her/their share of stamp duty and registration fee on such conveyance or any document or instrument of transfer in respect of the Project Land and the buildings thereof.

## 19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has/ have to make any payment, in common with other Allottee/s in the said Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments therein .

#### 20. **SEPARATE ACCOUNT:**

The Owner/ Promoter shall maintain a separate account in respect of sums received by it from the Allottee/s, as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or Association of Apartment Holders or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

#### 21. FINANCIAL ASSISTANCE:

The Allottee/s may avail financial assistance for the purpose of acquiring the said Apartment through any financial institution/ bank and for the said purpose, the Owner/ Promoter shall assist the Allottee/s to avail such loan; however, the Owner/ Promoter shall not be responsible for the feasibility thereof and the Allottee/s alone shall be responsible for obtaining approval and sanction to it.

#### 22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) 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) has been received or served upon the Owner/ Promoter in respect of the Project Land except those disclosed in the Title Report.
- (ii) There are no encumbrances upon the Project Land or the said Project except those disclosed in the Title Report,
- (iii) There are no litigations pending before any Court of law with respect to the Project Land or the said Project,
- (iv) The Owner/ Promoter has clean, clear and marketable title with respect to the Project Land, as declared in the Title Certificate annexed to this agreement and also has vacant and peaceful possession thereof and is absolutely entitled to undertake development and construction work thereupon,
- (v) The Owner/ Promoter has lawful rights and requisite approvals from the Planning Authority to carry out development of the

- said Project and shall obtain requisite approvals from time to time to complete the development thereof,
- Authority in respect of the Project Land and Building being constructed thereon 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 Planning Authority with respect to the Project Land and Building being constructed thereon shall be obtained by following due process of law and the Owner/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation thereto and common amenities therein,
- (vii) The Owner/ Promoter has sole 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/s being created herein, may prejudicially be affected,
- (viii) The Owner/ Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Project Land and the said Apartment which will, in any manner, affect the rights of the Allottee/s under this Agreement,
- (ix) The Owner/ Promoter confirms that it is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s herein in the manner, as contemplated in this Agreement,
- (x) At the time of execution of the conveyance deed of the Project Land and the buildings thereof to the Apartments Buyers Organization, the Owner/ Promoter shall handover lawful, vacant, peaceful and physical possession of the common amenities and club house, meant for the use and enjoyment by the Apartments Buyers Organization of the Project Land
- (xi) The Owner/ 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 in respect of the said Project to the Planning Authority and/or such other government authorities,

- 23. The Allottee/s with intention to bring all persons into whosoever hands the said Apartment may come, hereby covenant/s with the Owner/ Promoter as follows:-
  - (i) To maintain the said Apartment at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to building in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition therein and/or the said Apartment itself or any part thereof without the consent of the Planning Authority, if required.
  - (ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction of building in which the said Apartment is situated or storing of which goods is objected to by the Planning Authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure thereof, including entrances of building and in case any damage is caused thereto or the said Apartment 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 Apartment and maintain it in the same condition, state and order in which it was delivered by the Owner/ Promoter to the Allottee/s and shall not do or suffer to be done anything in or to building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the Planning Authority or other public authority. In the event of the Allottee/s committing any act in

- contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the Planning Authority and/or such other public authority.
- (iv) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 building thereof 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 said Apartment without prior written permission of the Owner/ Promoter and/or the Apartments Buyers Organization.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and building in which the said Apartment is situated.
- (vii) Pay to the Owner/ Promoter within fifteen days of demand by the Owner/ Promoter, his share of security deposit demanded by the Planning Authority and/or such other government authorities for giving water, electricity or any other service connection to building in which the said Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Planning Authority and/or such other government

- authorities, on account of change of user of the said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- (ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all dues payable by the Allottee/s to the Owner/ Promoter under this Agreement are fully paid up and has/ have not committed breach of any of the terms and conditions of this Agreement.
- (x) The Allottee/s shall observe and perform all rules, regulations and byelaws of the Apartments Buyers Organization, as may adopted by it, at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the buildings and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the Planning Authority and of such other government authorities. The Allottee/s shall also observe/s and perform/s all the stipulations and conditions laid down by the organization of the Apartments Buyers regarding the occupancy and use of the said Apartment and the respective buildings within the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xi) Till a conveyance of the Project Land and the buildings constructed thereon consisting of building in which the said Apartment is situated is executed in favour of the Apartments Buyers Organization, he/she/they shall permit the Owner/ Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the buildings or any part thereof to view and examine state and condition thereof.

## 24. REPAIRS AND REPLACEMENT OF STP / UGWT:

- 24.1 After providing STP for water waste management in the said Project by the Owner/ Promoter, in case, if it is choked or blocked due to flushing condom, sanitary pads or any other waste material, upon such event, the respective allottees of their corresponding apartments and/or Apartments Buyers Organization, as the case may be, shall be liable to bear cost of its repairs.
- 24.2 After providing the plant of STP/ UGWT in the said Project by the Owner/ Promoter, in case it decides to change the same to suit the purpose, upon such event, the Allottee/s and/or the Apartments Buyers Organization of the said Project shall not be entitled to make any grievance or complaint or raise objection thereof.

#### 25. UNINTERRUPTED ACCESS & RESTRICTION TO VISIT SITE:

- 25.1 The Owner/ Promoter, its architect, RCC consultants, engineers, such other professionals, staff, employees, contractors, sub-contractors, labourers and visitors shall be entitled to have uninterrupted ingress and egress to the Project Land and the Open Spaces during the construction work and even after completion of the construction work thereof and handing over its charge to the Apartments Buyers Organization thereof. In view of this, the Allottee/s shall not be entitled to raise any objection on whatsoever ground for user of the Project Land and the Open Spaces by the Owner/ Promoter and such other persons, as aforesaid.
- 25.2 To avoid any mishap and ensure the safety of the Allottee/s, their family members, relatives and such other visitors, the Owner/ Promoter has decided to allow them to visit the site only on Sunday; however, by prior permission of the Owner/ Promoter.

#### 26. RESTRICTED RIGHTS OF THE ALLOTTEE/S:

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 Project Land and the Building in which the said Apartment is located or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed

to be sold to him/her /them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner/ Promoter until the Project Land and the buildings thereof is transferred to the Apartments Buyers Organization.

#### 27. NON-ENCUMBRANCES BY THE OWNER/ PROMOTER:

The Owner/ Promoter has not created any encumbrances against the Project Land. After execution of this Agreement, the Owner/ Promoter shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s, who has taken or agreed to take the said Apartment.

### 28. PROMOTIONAL MATERIAL FOR ADVERTISEMENT ONLY:

The Allottee/s has/have agreed to purchase the said Apartment with the knowledge of the fact that the contents of all Brochures/ Hoardings/ Promotional Literature pertaining to the said Project "Prosperia" such as furniture layout in the apartment, plantation shown around the building/apartment, as the case may be, colour scheme of the building, picture of vehicles etc. are only to increase the aesthetic value and is not factual and the same should not be taken literally by the Allottee/s herein. These features/ amenities are not agreed to be provided for by the Owner/ Promoter to the Allottee/s. The plans, specifications, images and other details herein are only indicative and the Owner/ Promoter reserves the right to change any or all of it. The printed material does not constitute a contract / offer of any type between the Owner/ Promoter and the Allottee/s.

## 29. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Owner/ Promoter does not create a binding obligation on the part of the Owner/ Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and

deliver/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/ Promoter. If the Allottee/s fail/s to execute and deliver to the Owner/ Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/ Promoter, then it shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount; however, excluding TDS, shall be returned to the Allottee/s without any interest or compensation whatsoever, however by deducting the amount of stamp duty, registration fees and such other incidental expenses incurred by the Owner/ Promoter for preparation of the Agreement in respect of the said Apartment.

#### 30. ENTIRE AGREEMENT

This Agreement, alongwith its schedules and annexure, constitutes the entire Agreement in respect of the said Apartment between the parties hereto and supersedes all understandings, any other agreements, allotment letter, correspondences or arrangements whether written or oral, if any, between the parties hereto in respect thereof.

#### 31. RIGHT TO AMEND:

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

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

#### 33. **SEVERABILITY:**

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

#### 34. FURTHER ASSURANCES:

Both the parties hereto agree that they shall execute, acknowledge and deliver to each 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.

#### 35. PLACE OF EXECUTION:

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

simultaneously with the execution the said Agreement shall be registered at the office of Sub-Registrar. Thus, this Agreement shall be deemed to have been executed at Pune.

- 36. The Allottee/s shall present this Agreement as well as the Conveyance at the proper Registration Office of registration within the time limit prescribed by the Registration Act and shall intimate the Owner/ Promoter of lodging this Agreement with the concerned Sub-Registrar and after receipt of such intimation, the Owner/ Promoter will attend such office and admit execution thereof.
- 37. All notices to be served on the Allottee/s and the Owner/ Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Owner/ Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee/s	
Allottee/s Address	
Notified Email ID	

Name of the Owner/	M/s.Pristine Properties
Promoter:	
Owner/ Promoter	5 <sup>th</sup> Floor, Fergusson House, Prabhat Road,
Address	Erandawana, Pune 411052

It shall be the duty of the Allottee/s and the Owner/ Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post or email, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

#### 38. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Owner/ Promoter to the Allottee/s whose name/s appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

## 39. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and registration of this Agreement shall be borne by the Allottee/s.

## 40. **DISPUTE RESOLUTION:**

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

#### 41. **GOVERNING LAW:**

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

## 42. **STAMP-DUTY:**

Location	The Project Land is located in the area of
	village Chikhali, within the PCMC limits, as
	described at Sector 14/9 in the ready
	reckoner of 2017-18, which is applicable for
	the years 2018-19 and 2019-20.
Prescribed rate	Rs.45,610/- per sq.mt.
Apartment area	sq.mt. ( sq.ft.) carpet
Exclusive right	Attached Terrace sq.mt. ( sq.ft.)
Parking Spaces	sq.mt. (sq.ft.)
Nature	RESIDENTIAL

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Value Agreed	Rs
Prescribed stamp duty	Rs
paid	
Registration fee paid	Rs

## **SCHEDULE "I"**

(Description of the said "PROJECT LAND")

All that piece and parcel of the Plot "A" admeasuring 11979.60 sq.mt. carved out of the below mentioned land situate at village Mouje Chikhali, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, Registration District Pune, Sub-Registrar, Haveli, Pune:

Gat No.	Area Hec. Are	Assessment Rs. Ps.
1010		K5. F5.
1040	0.84	
	carved out of	
	1.11	7.44
1054	0.22	
	plus potkharaba	
	0.01	
	0.23	1.62
1055	0.21	
	plus potkharaba	
	<u>0.01</u>	
	0.22	1.56
1056	0.26	
	plus potkharaba	
	0.02	
	0.28	1.87
1057	0.09	0.62
1058	0.12	0.87

and bounded by as under: -

East: Partly Gat No.1079 and partly Gat No.1059

South: Partly Gat Nos.1059 to 1065, partly Gat Nos.1071 and 1070

and partly Gat Nos.1044 to 1053

West: Partly Gat No.1040 and partly Gat No.1053

**North**: Gat No.1039 alongwith right of ingress, egress, pathways

and other incidental, complementary and ancillary rights

thereto.

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SCHE	DULE "II"
	said "APARTMENT")
The residential flat bearing A	partment No <mark></mark> of carpet
admeasuring sq.mt., along	with enclosed balcony admeas
sq.mt. and open balcony	admeasuring sq.mt., loc
on the floor together with	ground parking space No <mark>,</mark>
admeasuring sq.mt. in the	Building No being constru
by the Owner/ Promoter in the	ne Project Land more particu
described in the SCHEDULE "I"	written herein above, the bare f
shown in the Floor Plan and the p	
Floor Plan which have been	annexed hereto and marked
ANNEXURE C-3 .	
In witness whereof the parties	horoto have signed socied
delivered to each other this Agre	
mentioned.	oment on the date hereinbelere
M/s.Pristine	Properties,
	by its partner, archand Goyal
	PROMOTER)
Photo	LHTI and Signature
(ALL OT	TTEE/S)
(ALLO)	ΓΤΕΕ/S)  LHTI and Signature
,	,
,	,
	,

(ALLOT	TFF/S)
Photo	TEE/S) LHTI and Signature
Witn	ness
Name and address	Signature
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## **ANNEXURE "A"**

Title Certificate

## **ANNEXURE "B"**

7/12 extract

## **ANNEXURE "C-1"**

Layout Plan

## **ANNEXURE "C-2"**

**Building Plan** 

## **ANNEXURE "C-2A"**

Proposed Plan of Building No.A and B showing future proposed development

## ANNEXURE "C-3"

Apartment Floor Plan and Parking Floor Plan

## **ANNEXURE "D"**

Specifications of Construction

Foundation:	Earthquake resistant R.C.C. structure.	
Masonry:	External 5" and internal 5" brickwork.	
	Clear Usable area between two slabs will be	
	2.74 Meters (9 Feet )	
Flooring/Tilling:	• 2' X 2' Vitrified Flooring in Living, Kitchen,	
	Passage and all bedrooms	
	Antiskid ceramic flooring in all toilets, balconies	
	and terraces.	
	Tiles dado up to Lintel Level in all toilets and 4	
	feet in WC.	
Painting:	(OBD) paint for internal walls.	
	Cement paint for external walls.	
Doors:	Internal& External RCC doorframe with painted	
	flush door.	
	Quality taddi patti fitting for main door and	
	tadipatti for internal doors	
Windows:	Two Track Powder coated aluminum windows.	
Kitchen:	Grey Granite kitchen platform with stainless	
	steel sink.	
	Tiles dado up to 2 feet above kitchen platform.	

	Provision for exhaust fan in kitchen.
Electrification:	Concealed copper wiring.
Toilets:	Deluxe CP and sanitary fitting.
	Provision for exhaust fan in each toilet.
	Wash Basin.
	Hot and cold mixer unit.

## **ANNEXURE "E"**

Common amenities

- Passage, staircase and lifts
- Under ground and overhead water tanks
- Compound wall around the periphery of the said Plot
- Entry gate
- Gym
- Garden
- Common washing area
- Club house

ANNEXURE "F"
Project Rera Registration