

**AGREEMENT FOR SALE**

This Agreement for sale is made and executed at Pune this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2017

**BETWEEN**

**M/S. MOHISHA REALTORS LLP**

A Partnership Firm, registered, Under the Partnership Act 1956,  
Having its office at: survey no: 94/1, kiwale, Tal. Haveli, Dist. Pune 412101.  
PAN: **AASFM7684E**  
Through Its Partner

**1. SHRI. YOGESH DNYANESHWAR CHINCHWADE**

Aged about 32 years, occ: business,

**2. SHRI. PRAVINBHAI VIRAMBHAI PATEL**

Aged about 51 years, occ: business,

..... Hereinafter referred to as the **“PROMOTER/DEVELOPER”**

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include present partners, survivor or survivors of them their heirs, executors and administrators)

..... PARTY OF THE ONE PART

**AND**

**1) MR.** \_\_\_\_\_  
Age : \_\_\_\_\_ Years, Occupation: \_\_\_\_\_,  
PAN No. – \_\_\_\_\_

**2) MRS.** \_\_\_\_\_  
Age : \_\_\_\_\_ Years, Occupation: \_\_\_\_\_,  
PAN No. – \_\_\_\_\_  
Both R/at : \_\_\_\_\_,  
\_\_\_\_\_.

..... HEREINAFTER REFERRED TO AS **“THE ALLOTTEE/PURCHASER/S”**

(Which expression unless repugnant to the context or meaning thereof shall mean and include himself, their successor, heirs, executors, administrators and assigns)

..... **PARTY OF THE SECOND PART.**

**AND**

(1) MR. DINKAR TRIMBAK KATALE, (2) MRS.LILABAI DINKAR KATALE, (3) MR. CHANDRSHEKHAR DINKAR KATALE, (4) MR.BAPUJI DINKAR KATALE, (5) MRS. ROHINI SANDEEP GARADE, (6) MRS. MEHINI DAYAVAN BANDAL Power Of Attorney Holder

**M/S. MOHISHA REALTORS LLP**

A Partnership Firm, registered, Under the Partnership Act 1956,  
Having its office at: survey no: 94/1, kiwale, Tal. Haveli, Dist. Pune 412101.  
PAN: **AASFM7684E**  
Through Its Partner

**1. SHRI. YOGESH DNYANESHWAR CHINCHWADE**

Aged about 32 years, occ: business,

**2. SHRI. PRAVINBHAI VIRAMBHAI PATEL**

Aged about 51 years, occ: business,

...hereinafter called as the **“OWNERS/THE CONSENTING PARTY”**

(which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural, all his/her/their heirs, successors, survivors, executors, administrators and assigns),

...PARTY OF THE THIRD PART.

WHEREAS all that piece and parcel of the property bearing Survey No. 94 Hissa No. 1, admeasuring as per VF 7/12 "Hectare 00=24 Are" (including potkharaba") thus, aggregating "Hectare 01=48 Are", situate at village KIWALE, hereinafter for the sake of brevity and convenience called and referred to as "the said property" and which is more particularly described in the Schedule hereunder written, is owned by the Mr. Dinkar Trimbak Katale By Mutation Entry no. 11114 in the Village from No. 7/12 in respect of Mr. Dinkar Trimbak Katale .

WHEREAS Mohisha Realtors LLP is Limited liability Partnership firm constituted as per partnership deed dated 16.12.2012. As per Development Agreement dated 28.12.2010 registered in the office of sub-Registrar, Haveli No. IV at Sr. No. 11335/2010 by which Mohisha Realtors Ltd. Liability Partnership firm through its partner Mr. Ashok Shantilal Jain, Mr. Nirmal Shantilal Jain and Mr. Rasik Amolchand Mutha have acquired right to develop the area admeasuring about 15677.45 sq. mt. out of the said land from Shri. Dinkar Trimbak Katale with the consent of Shri. Chandrashekhar Dinkar Katale, Shri. Bapuji Dinkar Katale, Mrs. Leelabai Dinkar Katale, Mrs. Rohini Sandeep Garade alias Rohini Dinkar Katale, Mrs. Mohini Dinkar Katale. On the same date Shri. Dinkar Trimbak Katale, Shri. Chandrashekhar Dinkar Katale, Shri. Bapuji Dinkar Katale, Mrs. Leelabai Dinkar Katale, Mrs. Rohini Sandeep Garade alias Rohini Dinkar Katale, Mrs. Mohini Dinkar Katale and the family members also gave power of attorney to Mr. Shashank Nanavare, Mr. Ashok Shantilal Jain, Mr. Nirmal Shantilal Jain and Mr. Rasik Amolchand Mutha which is registered in the office of Sub-Registrar, Haveli No. IV at Sr, No, 11336/2010. Thereafter Supplementary Development agreement was executed between Shri. Dinkar Trimbak Katale and Mohisha Realtors Limited Liabilities Partnership Firm on 16.07.2013 to the. Development agreement dt.28/12/2010 bearing Regn.no, 11335/2010. The said Supplementary development agreement is registered in the office of Sub-Registrar, Haveli No. XXV at Sr. No. 477/2013 dated 16.07.2013.

By virtue of Development Agreement & Power Of Attorney stated above Mohisha Realtors LLP is absolute Developer of the property admeasuring 01 H 48 R out of Survey No. 94 Hissa No. 1 being and lying at Village KIWALE, Taluka Haveli, District Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and is having sole and exclusive right to develop the said property and construct Multistoried buildings on the said property consisting of various flats/units/shops/offices and hence prepared a building plan and submitted same to City Engineer, Pimpri Chinchwad Municipal Corporation. and obtained building permission from PCMC vide Commencement Certificate No. BP/KIWALE/39/2014 dated 31.12.2014.

If further appears that the above mention partner of Mohisha Realtors LLP through Its Partner 1. Mr. Shashank Chandrakant Nanaware, 2. Mr. Ashok Shantilal Jain, 3. Mr. Nirmal Shantilal Jain, 4. Mr. Dilip Shantilal Jain, 5. Mr. Rasik Amolchand Mutha, 6. Mr. Rohan Shripad Kulkarni has decided to New Partners that is 1. Mr. Yogesh Dnyaneshwar Chinchwade, 2. Mr. Aman Balwant Patel, 3. Mr. Saurabh Vithalbhair Patel, 4. Mr. Kalpesh Mohanlal patel, 5. Mr. Pravinbhai Virambhai Patel have agreed to become new Partners on dated 24.05.2017 and hence agreed to take over the Business of the Said Partnership firm in respect of the above mention Property. Hence it is necessary to obtain copy of Partnership Deed admitting the new Partnership and retiring the old along with Registration Certificate. Also it is necessary to execute Confirmation Deed by the land owners in favor of the said firm through its new partners and the same deed be consented by the outgoing partners.

Thereafter Supplementary Development agreement was executed between Shri. Dinkar Trimbak Katale, Shri. Chandrashekhar Dinkar Katale, Shri. Bapuji Dinkar Katale, Mrs. Leelabai Dinkar Katale, Mrs. Rohini Sandeep Garade alias Rohini Dinkar Katale, Mrs. Mohini Dinkar Katale and the family members with consent to Mohisha Realtors Limited Liabilities Partnership Firm Old partner Through its Partner Mr. Shashank Chandrakant Nanaware, and Mr. Dilip Shantilal Jain and Mohisha Realtors Limited Liabilities Partnership Firm Through its Partner Mr. Yogesh Dnyaneshwar Chinchwade and Mr. Pravinbhai Virambhai Patel on 12.06.2017 to the. Development agreement dt. 28/12/2010

bearing Regn. no, 11335/2010. The said Supplementary development agreement is registered in the office of Sub-Registrar, Haveli No. XXVI at Sr. No. 6201/2017 dated 26.06.2017. and executed Power of attorney to Mohisha Realtors Limited Liabilities Partnership Firm Through its Partner Mr. Yogesh Dnyaneshwar Chinchwade and Mr. Pravinbhai Virambhai Patel on 12.06.2017 which is registered in the office of Sub- Registrar, Haveli No. XXVI at Sr, No, 6202/2017 dated 26.06.2017.

**AND WHEREAS** That the Promoter **M/S. MOHISHA REALTORS LLP** have prepared building plan on said property and got building plan sanctioned from the office of Assistant Director Town Planning and Pimpri Chinchwad Municipal Corporation vide Commencement certificate No. BP/KIWALE/12/2014 dated 31/12/2014 and revised Commencement certificate No. BP/KIWALE/68/2017 dated 09/11/2017. **ANNEXURE “A”** and has obtained Sanction Letter for construction of buildings in respect of the said property.

**AND WHEREAS** That **M/S. MOHISHA REALTORS LLP** through its partners had filed an application before the office of Collector, Pune, for granting permission to make use of said property for Non-Agricultural purpose i.e. for Residential & Commercial purpose. Accordingly the Collector, Pune, has granted permission under order No. tehu@,u,@,lvkj@552/2017 dated 27.11.2017. **ANNEXURE “C”**

As stated above the Promoter/Developer has got approval from the concerned local authority for the plans, elevations, sections and details of the said building/s.

While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter and the Flat/Unit Allottee/Purchaser while developing and using the said property and the said building, and upon due observance, performance then only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority.

**AND WHEREAS** The Promoter herein has disclosed to the Allottee/Purchaser that, said Property will be developed by constructing various buildings as per Said Master Layout Plan as annexed hereto as **ANNEXURE-E** being project called by the name **“THE SKYLARK”**. (Hereinafter called as **The Said Project**) Further disclosed that, at present the sanction received from the Town Planning for PCMC for the part of the Said Entire Project mentioned below: -

Sr. No	About	Particulars
1	Total Potential of Projects	<p><b>AND WHEREAS</b> The proposed full potential layout may contain buildings having following configurations:</p> <p>Building D Wing = Parking+ 12 floors            Building E wing = Parking+ 12 floors            (Obtained Completion Certificate)</p> <p>Buildings “D” &amp; “E” wing is hereinafter referred to as “Residential Buildings”</p> <p>In said project developers start 1<sup>st</sup> project for the D and E wing with uses of the total FSI of the said land, thereafter the Developers Purchase T.D.R. from various authority for construction of A to C Building. However after the permission and revision of the said plan from PCMC construction will start for the said A to C Building.</p> <p>That the as per plan, after the total project completion of A to E Building, Builder handover or completed the all amenities which is mentioned in Annexure J.</p>

		That the Builder, after the completion of wing, handover the possession of the flat of said wing and made individual Society of said wing. However the convenes of the said plot will be done by the developer after the completion of entire project.  <b>(Signature of Allottee/Purchaser)</b>  (I hereby give specific consent to the Promoter to carryout revision in sanctioned plan as per this future potential layout)
2	Existing Built-up area (FSI area)	<b>AND WHEREAS</b> the promoter hereby declares that as per sanction at current stage Basic FSI) as mentioned above, the total Built-up area with MHADA (FSI) 12113.02 Sq. mtrs., is nearly used at current sanction.

**AND WHEREAS** the Promoter has completed all legal formalities with respect to the right, title, and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartment in the said project to be constructed by the Promoter on the Project land and is fully competent to enter into agreement/s with the Allottee/s of the Apartments and to receive sale price in respect thereof.

**AND WHEREAS** The Promoter herein has entered into standard agreement with

Sr. No.	Consultant	Name	Address
1	Architect	<b>Architects “KIMAYA ASSOCIATES ie. Mr. MANIK BUCHADE</b> architect registered with the Council of Architect of India	Office No. Yashopuram, Near Hotel Eagle Exceutive, Pimpri Chinchwad Link road, Chinchwad, Pune-411033.

**AND WHEREAS** The Allottee/Purchaser herein has shown willingness to purchase an Unit/Apartment in the Said residential Project, called **“THE SKYLARK”** and the representative of Promoter has disclosed all the required disclosures, as required as per The Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as “RERA”) and rules made there under. He has also informed the Allottee/Purchaser that, the development of the Said Project is in phases.

**AND WHEREAS** The Allottee/Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/Purchaser of all the documents of the title relating to the Said Property, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee/Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee/Purchaser to carry out independent search by appointing his/her/their own Advocate and to ask for any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein.

**AND WHEREAS** Authenticated copies of Property Card or extract of Village Forms VI and VII and XII or any other relevant revenue records showing the nature of the Title of the Promoter to the Project land on which the Apartment are to be constructed have been annexed hereto as **ANNEXURE “E”** respectively. The Allottee/Purchaser according to the documents provided by the promoter/Developer satisfied himself about the marketable title of the Promoter/Developer and after confirming the same the Allottee/Purchaser has agreed to buy the said Apartment.

**AND WHEREAS** the authenticated copies of the plans of the Layout of the building of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE “E”**

**AND WHEREAS** the authenticated copies of the layout plans of the Layout of the said Phase as sanctioned by the Promoter and according to which the construction of the building and open spaces are to be done for on the said Project have been annexed hereto and marked as **ANNEXURE “F”**

**AND WHEREAS** the Allottee/Purchaser has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the Apartment and the Floor plan of the same and have been annexed and marked as **ANNEXURE “G”**

**AND WHEREAS** the promoter has today explained to the allottee the fixtures and various items to be used in the construction of the building and the apartment and workmanship of the project and the allottee has been satisfied about the same.

**AND WHEREAS** the authenticated copies of Certificate of Title issued by the Attorney at law or Advocate of the Promoter, hereinafter annexed as **ANNEXURE H**

**AND WHEREAS** the Promoter has obtained some of the sanctions/approvals from the concerned local authorities(s) to plans, the specifications, elevations, sections and of the said buildings/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain the building Completion Certificate or Occupancy certificate of the said building.

**AND WHEREAS** while sanctioning the said plan concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s/phase shall be granted by the concerned local authority.

**AND WHEREAS** the promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

**AND WHEREAS** The Allottee/Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/s in respect of the other unit/s in the Said Entire Project.

**AND WHEREAS** the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanction plans by respective competent authorities and have further confirmed that, all such conditions shall be bound and abided by the allottee strictly.

**AND WHEREAS** subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Unit, and the parties hereto therefore, have executed these Agreement to Sell, to witness the terms and conditions thereof, in compliance of Sec.13 of RERA and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents and also to register said Agreement under the Registration Act, 1908.

**AND WHEREAS** The Promoter has registered the Project under the provisions of RERA Act with the Real Estate Regulatory Authority on dated \_\_\_\_\_ under Registration No. \_\_\_\_\_ have been annexed and marked as **ANNEXURE “K”**

**AND WHEREAS** The Promoter/Developer herein has also informed and disclosed to the Allottee/Purchaser the entire project will consist some of the flats allotted to MAHADA.

**AND WHEREAS** the Allottee has applied for apartment in the said project vide application dated \_\_\_\_\_ for Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Sq. Mtr. i.e. \_\_\_\_\_ Sq. Ft., exclusive and enclosed balcony area \_\_\_\_\_ Sq. Mtrs.+ \_\_\_\_\_ Sq.Mtrs. i.e. \_\_\_\_\_ Sq.Ft. + \_\_\_\_\_ Sq.Ft. and adjoining terrace area admeasuring \_\_\_\_\_ Sq.Mtrs. i.e. \_\_\_\_\_ Sq.Ft. on \_\_\_\_\_ Floor in Wing/Building No. '\_\_\_\_\_' in said project along with pro rata shares in the common areas. "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

**AND WHEREAS** the parties have gone through all the terms and conditions set out in this agreement and understood mutual rights and obligation detailed herein; the parties hereby confirmed that, they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

Notwithstanding anything stated in any other document/allotment/ letter given or communicated with the allottee at any time prior to this agreement shall be considered as the only document and its conditions shall read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

**AND WHEREAS** this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

**AND WHEREAS** this agreement does not preclude, diminish the rights of any financial institution, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them on the statutory claims and that this does not in any way affect the right of the allottee in respect of his unit in the said project.

**AND WHEREAS** the promoter has launched and commenced the project before the commencement of the Real Estate (Regulation and Development) Act, 2016. However, after commencement the Act the promoter is entering in to agreements in respect of unsold premises after the commencement date. The promoter has adopted the specimen format provided in Annexure A of the rules provided in the Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects, registration of real estate agents, rates of interests and disclosures on web site) rules 2017. The area of the apartment is stated as per the definition of carpet area stated in Section 2 (k) of the Act. So also the balcony and terrace attached to the Apartment even though not included in the definition of carpet area is stated separately. The promoter has executed agreement with their purchasers before the commencement date in the standard format prescribed under the Maharashtra Ownership Flats (Promotion of Construction, Sale, Management, Transfer) Act, 1963. The promoter is now executing the agreements with the purchasers including the present purchaser in the standard format prescribed by the rules under the present Act.

**AND WHEREAS**, that the Allottee/Purchaser has not given any third party right to enforce this agreement unless the unit is transferred to them.

**AND WHEREAS** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "**THE SKYLARK**". The Purchaser/s or other tenement holders in the building or its successors are not entitled to change the aforesaid Project name in any circumstances. This condition is essential condition of this Agreement.

**AND WHEREAS** the Promoter has floated the Ownership Scheme of the said Land under the name and style of **“THE SKYLARK”** comprising of various buildings of residential and commercial units. Though the Promoter herein has right to develop the entire project land, the Promoter/Developer has decided to carry out construction/development in phases and accordingly has identified. Earmarked portion out of the project land and is only subject matter of this agreement and the said project shall be known as **“THE SKYLARK”** hereinafter referred as the said Project and admeasuring 14800.00 Sq. mtrs. Or thereabout more particularly described in Schedule I and shown in **ANNEXURE “E”**

**AND WHEREAS**, the Promoter in compliance of Sec 13(1) of the Real Estate (Regulation and Development) is required to execute a written Agreement for sale of said Apartment in favor of the Allottee/s, being in fact these presents and also register said Agreement for sale under the Registration Act, 1908, the parties hereto desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREEDBY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1) CONSIDERATION OF THE SAID APARTMENT**

- a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. \_\_\_\_ having carpet area of \_\_\_\_ Sq.Mtr. i.e. \_\_\_\_ Sq.Ft., exclusive and enclosed balcony area \_\_\_\_ Sq.Mtrs. + \_\_\_\_ Sq.Mtrs. i.e. \_\_\_\_ Sq.Ft.+ \_\_\_\_ Sq.Ft., and adjoining terrace area admeasuring \_\_\_\_ Sq.Mtrs. i.e. \_\_\_\_ Sq.Ft. on \_\_\_\_ Floor in Wing/Building No. ‘\_\_\_\_’** being constructed in the said project along with pro rata share in the common areas. (Hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **ANNEXURE-G.**

The agreement value is inclusive of infrastructure Development charges of the total aggregate consideration amount for the apartment is thus **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**

- b) The Allottee has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** in the following manner :-

Sr. No	Amount in Rs.	Particulars
1	Rs. _____/-	Vide Cheque No. _____, Dated. _____, Bank: _____ Bank, Branch - _____, _____.
2	Rs. _____/-	Vide Cheque No. _____, Dated. _____, Bank: _____ Bank, Branch - _____, _____.

- c) The Allottee/Purchaser agrees and understands that timely payment towards Purchase of the said apartment as per payment hereto is essence of the Agreement. The Allottee is liable to pay the balance consideration in the following manner :-

**Payment Schedule**

Sr.No.	Description	%
1	On Booking	10 %
2	At the time of Agreement	20 %
3	On Commencement of Plinth	15 %
4	On Completion of 2 <sup>nd</sup> Slab	05 %
5	On Completion of 4 <sup>th</sup> Slab	05 %
6	On Completion of 6 <sup>th</sup> Slab	05 %
7	On Completion of 8 <sup>th</sup> Slab	05 %
8	On Completion of 10 <sup>th</sup> Slab	05 %

9	On Completion of Brickwork of the said Apartment	10 %
10	On Completion of Flooring work of the said Apartment	10 %
11	On Completion of Stair case, lift wells, Electrical fittings	05 %
12	Before Possession of the said Apartment.	05 %

- d) If the promoter completes the construction before time, then the allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.
- e) The Total Price above excludes Taxes (consisting of tax paid or payable by the promoter by way of VAT Tax, Service Tax, and Cess, GST or any other similar taxes, Stamp Duty Registration Charges etc.) The taxes are to be paid by Allottee/Purchaser above the agreement cost which will be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the Apartment.
- f) The Total Price is escalation-free, save and except escalations/increase, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/Purchaser separately for any up gradation/changes specifically requested or approved by the Allottee/Purchaser in fittings, fixtures and specifications and any other facility which have been done on the allottees/Purchasers request or approval but which have not been agreed upon herein or as shown in the website of the registered authority. The Allottee hereby agrees to pay for the same.
- g) The Promoter/Developer herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or digital email to the Allottee/Purchaser and the Allottee/Purchaser shall make payment of such due amount to the Promoter/Developer within 7 (Seven) days from the date of receiving such intimation. The Allottee/Purchaser herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT Tax, GST and such other taxes, cesses, charges etc, without any delay along with each installment.
- h) Payment of installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter/Developer for such advance payments made by the Allottee/Purchaser or by housing finance companies/bank etc. on behalf of Allottee.

2) **MODE OF PAYMENT-**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones (not valid in special cases where Specific dates are mentioned), the Allottee/Purchaser shall make all payments, on demand by the Promoter/Developer within the stipulated time as mentioned in the payment Plan through A/c Payee cheques/ demand draft or NEFT, RTGS (as applicable) if favour of **MOHISHA REALTORS LLP.**

3) **ADJUSTMENT/APPORTIONMENT OF PAYMENTS-**

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

4) **INTEREST ON UNPAID DUE AMOUNT-**

Without prejudice to the right of the Promoter/Developer to take action for breach arising out of delay in payment of the installments on the due dates , the allottee/purchaser shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending rate Plus 2% p.a., with monthly rests, on all the amounts which becomes due and payable by the Allottees to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as weiver of the right of the Promoter/ Developer under this Agreement, nor shall it be construed as condonation of delay by the Promoter/Developer. The amount of interest may be informed to the Allottees/Purchaser from time to time or on completion of the said project/apartment, and the Allottees/Purchasers has/or will have to pay the same as and when demanded before the possession of the said apartment.

5) **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/ PLANNING AUTHORITY-**

- a) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, State and or Central Government including Environment department at the time of sanctioning the said plans or any time thereafter or at the time of granting Completion Certificate or granting thereafter. The Promoter shall, before handing over possession of the Apartment to the Allottee/s herein, obtain from the concerned planning/local authority occupancy and/or completion certificates in respect of the Apartment. Notwithstanding anything to the contrary contained herein, the Allottee/ Purchaser shall not be entitled to claim possession of the said apartment until the Completion Certificate is received from the local authority and the Allottee/Purchaser has paid all dues payable under this Agreement for sale in respect of the Said Apartment to the Promoter/Developer and has paid necessary maintenance amount/deposit , service Tax, VAT Tax, GST and other taxes payable under this agreement of the said apartment to the Promoter/Developer.
- b) Howsoever for the purpose of defect liability on towards the Promoter/Developer, the date shall be calculated from the date of handing over possession to the Allottees/Purchasers for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/ phase/wings as stated in the said agreement. That further it has been agreed by the Allottee/Purchaser that any damage or change done within the unit sold or in the building/phase/wing done by him. Them or by any third person on and behalf of the Allottee/Purchaser then Allottee/ Purchaser expressly absolves the Promoter/Developer from the same liability and specifically consents that on such act done, he/she/they shall waive his/her/their right to enforce the defect liability on and towards the Promoter/Developer

6) **DISCLOSURE AS TO FLOOR SPACE INDEX -**

- 6.1(a) The Promoter/Developer hereby declares that the basic Floor Space Index available as on date in respect of the project land 12113.02 Sq. mtrs, only the Promoter/Developer has used the said FSI.
- (b) FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, or change of development authority which are applicable to the said Project will be utilized by promoter only.
- (c) Allottee/Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter/Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.
- 6.2 The Allottee/Purchaser herein has well understood the facts that, to use balance FSI of Said Land, paid FSI, TDR, BRT TDR and any other incentive/permissible FSI/TDR for the Said Land and FSI which will be received to the Promoter from the Development Controlling Authority receivable against handing over the area affected by BRT road out of the Said Land, considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction from time to time for the building plan with vertical changes of the building/wings, construction of which is yet to be commenced or ongoing as per Said Master Layout Plan for the Said Land. For the aforesaid purpose the Allottee/Purchaser herein by executing these present with due diligence has/have given consent and further assured to the Promoter no further consent will be required.

**Provided** that, the Promoter shall have to obtain prior consent in writing from the Allottee/Purchaser herein in respect of such variations or modifications which adversely affect the Said Apartment/Apartment which the Allottee/Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

7) **SPECIFICATIONS AND AMENITIES –**

The Specifications to be provided by the Promoter in the Said Building and the Said Apartment are those that are set out in **ANNEXURE “I”** annexed hereto. The amenities provided for the project on the Said Land are stated in the **ANNEXURE “J”** annexed hereto. The Promoter shall develop the amenities provided in the project. In the project multi storied high-rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any civil, electrical , Plumbing changes, such as shifting of walls, toilets, chizeling walls and R.C.C. members etc.,.

8) **COMPLIANCE OF LAWS RELATING TO REMITTANCES –**

The Allottee/Purchaser if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment (s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the

Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 other laws as applicable, as amended from time to time.

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

9) **CONSTRUCTION OF THE PROJECT/APARTMENT-**

The Promoter/Developer shall construct the said building/s consisting on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter/Developer shall have obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the apartment of the Allottees / Purchasers except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by Promoter/Developer in compliance of any directions or order etc, issued by the competent authority or statutory authority, under any Law of the State or Central Government, for the time being in force . Promoter/ Developer may also make such minor additions and alterations as may be required by the Allottee.

10) **POSSESSION OF THE APARTMENT :-**

10.1 **Schedule for possession of the said Apartment:** - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/ total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents. The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment 31<sup>st</sup> **DEC 2021**.

Provided that the Promoter shall be entitle to reasonable of time as agreed by and between the Allottee/Purchaser and the Promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of –

- a) War, Civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure")
- b) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.
- c) Any notice, order, rules, notification of the Government,
- d) Permission/NOC under Environment Clearance and/or other
- e) Public, court or Competent Authority.

- f) Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project or unavailability of labour.
- g) Delay in grant of any NOC/permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Promoters having complied with all requirements.
- h) Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Promoters having complied with all requirements.
- i) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove
- j) Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Purchaser/s.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agree that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

#### 10.2 **Schedule for the possession of the common amenities:-**

- a) The Promoter herein is developing the said land which consists of various phases having common amenities like, land scape, garden etc, the construction/development of the said common amenities will be completed in due course of construction of the project on the said land. The promoter assures to handover possession of the said common amenities on or before 31<sup>st</sup> **DEC 2023**. The Allottee/Purchaser herein agrees and conveys that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of the aforesaid common amenities.
- b) The Allottee/Purchaser further agrees that even where 'Substantial Completion' of work has been done and after receiving OC (Occupancy Certificate)/Completion Certificate from the competent authority possession of the said apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his apartment and he can co-habit in the said apartment. However, if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done by the developer.

#### 10.3 **Procedure for taking Possession:-**

The Promoter, upon obtaining the Occupancy Certificate from the local/Planning Authority shall offer in writing to the Purchaser/Allottee/s intimating that, the said Apartment is ready for use and occupation. The Purchaser/Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Owner/Promoter as per terms and conditions of this Agreement and take the possession of

the said Apartment within 15 days' from the date of written intimation issued by the Promoter/Developer to the Allottee herein. The Promoter/Developer agrees and undertakes to indemnify the Purchaser/Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Purchaser/Allottee/s agrees to pay the maintenance charges as determined by the Promoter/Developer Body of the Apartment Purchaser/Allottee/Association of Purchaser/Allottee/s, as the case may be.

- 10.4. It shall be expressly agreed that wherever it is the responsibility of the Purchaser/Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter/Developer and the Purchaser/Allottee/s shall be solely responsible for the same.
- 10.5. Upon receiving a written intimation from the Promoter/Developer as stated hereinabove, the Purchaser/Allottee/s shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Apartment to the Purchaser/Allottee/s. In case the Purchaser/Allottee/s fails or commits delay in taking possession of said Apartment within the time provided hereinabove, such Purchaser/Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter/Developer shall not be liable for the maintenance, wear and tear of the said Apartment.
- 10.6. **Possession by the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.
- 10.7. **Compensation** - That the Allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer and until the conveyance of the said building /phase/wing and the said thereunder.
- 10.8. Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly complete by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act,
- Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

#### **11) MEASUREMENT OF CARPET AREA:-**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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/Purchaser within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/ Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in **Clause 1** of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/ architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

**12) TIME ESSENCE :-**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in **clause 1** in this agreement.

**13) TERMINATION OF AGREEMENT:-**

- 13.1 Without prejudice to the right of Promoter to charge interest in terms of **sub clause no. 1** above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment reminders, the Promoter shall at his own option may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses of an amount of 10% of the consideration amount and/or any other expenses incurred by the Promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter, ) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

- 13.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/ transaction in respect of the said apartment them, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall

be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/ them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

- 13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-Para 13.1 and parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
- 13.4 The Purchaser herein is not entitled to receive refund of amount paid by the Purchaser to the Promoter for payment of Service Tax, VAT, Local Body Tax or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as stated herein.
- 13.5. If the Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Purchaser herein is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest thereon on Said Apartment

#### **14) DEFECT LIABILITY**

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

However, for the purpose of defect liability of the promoter the date shall be calculated from the date of handing over the possession to the allottee for fit-outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said apartment, building or phase as stated in the agreement. That further it has been agreed by the allottee that any damage or change done within the units sold or in the building/phase done by him or by third person on and behalf of the allottee then the allottee expressly absolves the promoter from the same.

Provided however that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc.

That is shall be the responsibility of the allottee to maintain a his unit in a proper manner and take all due care needed including but not limiting

to the joints in the tiles in his Apartment are regularly filled with white cement/ epoxy to prevent water seepage.

Further where the manufacture warranty as shown by developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoters shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendor/s manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the unit/phase/wing in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

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

**15) FORMATION OF ORGANISATION/CO-OPERATIVE SOCIETY OF APARTMENT HOLDERS:-**

- 15.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be three Co-operative Societies as per wing/Building and one Apex Society/Federation formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.
- 15.2 The Allottee along with other allottee (s) of Apartments in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within (7) seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar Companies, as the case may be, or any other Competent Authority.
- 15.3 If there is any delay caused by the allottee/s and/or in the office of Registering Authority then the promoter shall not be responsible for the same and such a delay.

- 15.4 The Promoter shall, within (3) Three Months of registration of the society as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 15.5 The Promoter shall, within (3) Three Months of registration of the Federation/Apex body of the Societies or as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and interest of the vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

**16) CONVEYANCE OF THE SAID APARTMENT:-**

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit with proportionate indivisible share in the Common Areas to the society and apex body/federation as may formed all the right, title and interest of the promoter/original owner/lessor in the aliquot part of the said land i.e. said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorize the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

**17) PAYMENT OF TAXES, CESSSES, and OUTGOINGS:-**

- 17.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added Tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit/pay the same to the Government of Maharashtra.
- 17.2 The Allottee/s herein is well aware that, the Central Government of India has imposed service tax, GST on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- a) If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statue/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and

consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective ;

- b) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s name local taxes, betterment charges or such other levies by the concerned local authority and /or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may determine. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional month contribution per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the buildings or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignments of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be.
- c) Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.
- d) That the Allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

18) **DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER :-**

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

- I. For share money, application entrance fee of the Society or Limited Company/Federation/Apex body.
- II. For formation and registration of the society or Limited Company/Federation/Apex body.
- III. for proportionate share of PDCC bank and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.

19) **COMMON MAINTENANCE:-**

- 19.1 Commencing a week i.e. 7 days after notice in writing is given by the Promoter to the Purchaser that, the Said Apartment is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Said Project and building/s namely- maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open



with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said (Apartment) which will, in any manner, affect the rights of Allottee under this Agreement;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment) to the Allottee in the manner contemplated in this Agreement.
- j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee;
- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- l) 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 of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

**21. CONVENANTS AS TO USE OF SAID APARTMENT :-**

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

- a. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy package which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the

event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

- d. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f. Not to throw, 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 the building in which the Apartment is situated.
- g. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions lay down by the Society/ Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- m. That the Allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in

respect of any breach, non-observance or non- performance of such obligations given specifically herein to the Allottee.

- n. That any nominated surveyor/architect appointed for specific purpose stated into his covenant the fees of which shall be mutually decided by and between the promoter and the Allottee and the same shall be paid by the Allottee as agreed mutually.
- o. That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc., of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee to the developer in this regards.
- p. That the parking spaces sold to the Allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a domestic vehicle of not heavy commercial vehicles, that this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

**22. ENTIRE AGREEMENT AND RIGHT TO AMEND:-**

This Agreement, along with its schedule, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

**23. SEPARATE ACCOUNT FOR SUMS RECEIVED:-**

The Promoter shall maintained a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the outgoings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

**24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of al his /her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head is clearly stated and which the allottee has expressly agreed to pay for.

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES.**

- 25.1 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 25.2 That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition

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

**26. REGISTRATION OF THIS AGREEMENT :-**

The Promoter herein shall present this Agreement as well as the convey at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

**27. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-**

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other Government taxes (VAT Tax, Service Tax, GST etc) and incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of of Allottee/s or Association/Society i.e. Organization as may be formed in which the Allottee/s will be the member. The Allottee shall also pay to the Promoter a for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-Law /Advocates of the Promoter in connection with formation of the said society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

**28. WAIVER NOT LIMITATION TO ENFORCE-**

- 28.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 28.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**29. 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 confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**30. PLACE OF EXECUTION-**

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

execution the said Agreement shall be registered at the office of the Sub-Registrar.

**31. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter Registered Post at their respective addresses specified below:

ALLOTTEE :	1) MRS. _____. 2) MR. _____.
Both R/at :	_____, _____.
PROMOTER :	M/S. MOHISHA REALTORS LLP
Having its office at:	Survey no: 94/1, kiwale, Tal. Haveli, Dist. Pune 412101

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

**32. JOINT ALLOTTEES:-**

That in case there are Joint Allottees, they shall be considered as joint and severable allottees the purpose of these clauses in the agreement and all communication shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**33. 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.

**34. DISPUTE RESOLUTION:-**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**SCHEDULE - I**  
**(DESCRIPTION OF THE SAID LAND)**

All that piece and parcel of the property bearing Survey No. 94, Hissa No. 1, admeasuring as per VF 7/12 "Hectare 01=12 Are" (including potkharaba") thus, aggregating "Hectare 01=48 Are", situate at village KIWALE, Tal - Haveli, Dist - Pune, within the limits of Pimpri-Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar and Haveli and which is bounded as follows: -

- On or towards East - Part of Sr.No 94/2 & 94/3
- On or towards South - 18 M DP ROAD
- On or towards West - Part of Sr No. 93
- On or towards North - 18 M DP ROAD

**SCHEDULE - II**  
**(DESCRIPTION OF THE SAID APARTMENT /FLAT/ UNIT)**

The Purchaser/s hereby agrees to purchase from the Promoter/Owner and the Promoter/Owner hereby agrees to sell to the Purchaser/s

APARTMENT NO.	_____
FLOOR	_____
BUILDING / WING	‘_____’
CARPET AREA	_____ Sq. mtrs. i.e. _____ Sq. ft
ENCLOSED BALCONEY	_____ Sq. mtrs.+ _____ Sq. mtrs. i.e. _____ Sq. ft + _____ Sq. ft
TERRACE AREA	_____ Sq. mtrs. i.e. _____ Sq. ft
PROJECT	<b>“THE SKYLARK”</b>

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.**

--	--	--

SIGNED SEALED AND DELIVERED

By the within named **CONSENTING PARTY** Mr. Dinkar Trimbak Katale, and other through its Power of Attorney Holder and DEVELOPER /PROMOTER **M/S. MOHISHA REALTORS LLP** Through the hands of Its Authorized Partner **1. SHRI. YOGESH DNYANESHWAR CHINCHWADE**

--	--	--

SIGNED SEALED AND DELIVERED

By the within named **CONSENTING PARTY** Mr. Dinkar Trimbak Katale, and other through its Power of Attorney Holder and DEVELOPER /PROMOTER **M/S. MOHISHA REALTORS LLP** Through the hands of Its Authorized Partner **2. SHRI. PRAVINBHAI VIRAMBHAI PATEL**

SIGNED SEALED AND DELIVERED

By the within named **PURCHASER/S**

--	--	--

By the within named **PURCHASER/S**

--	--	--

--	--	--

**WITNESSES:**

**1)**

Sign-  
Name-  
Add-

**2)**

Sign-  
Name-  
Add-

**LIST OF ANNEXURES**

Sr. No	ANNEXURE	PARTICULARS
1	ANNEXURE "A"	Pimpri Chinchwad Municipal Corporation vide Commencement certificate No. BP/KIVALE/12/2014 dated 31/12/2014 and revised Commencement certificate No. BP/KIWALE/68/2017 dated 09/11/2017.
2	ANNEXURE "C"	NA Order issued by collector Pune tehu@,u,@,lvkj@552/2017dated 27.11.2017.
3	ANNEXURE "D"	7/12 extract
4	ANNEXURE "E"	Copy of the authenticated copies of the plans of the Layout
5	ANNEXURE "F"	Copy of the authenticated copies of Layout as per RERA
6	ANNEXURE "G"	Copy of Floor Plan of the Apartment
7	ANNEXURE "H"	Copy of certificate of title of the Said property issued by Advocate
8	ANNEXURE "I"	Copy of List of Specifications
9	ANNEXURE "J"	List of Amenities
10	ANNEXURE "K"	RERA Certificate

**ANNEXURE "I"**  
**SPECIFICATIONS**

**1. STRUCTURE:**

Earthquake resistant R.C.C. Frame structure, 6" thick brick work for external wall. 6"/4" thick brick work for internal wall. Sand face cement plaster externally & gypsum finish for internal wall.

**2. DOOR :**

Laminated designer main door with bedroom laminated internal doors with wooden frame in bedrooms. Water proof floors in toilets with granite door frame.

**3. WINDOWS :**

Powder coated aluminum sliding window with mosquito net & M.S.safety grills. Granitic/marble windows

**4. FLOORING :**

2" x 2" vitrified tiles with skirting in rooms. Anti skid ceramic flooring in attached terrace.

**5. KITCHEN**

Granite top with S.S.Sink for kitchen platform provision of exhaust fan, fridge, micro wave. Designer tiles dado up to lintel level over platform washing machine point in dry balcony.

**6. ELECTRIFICATION :**

Concealed polycab/equivalent wiring with modular switches. Telephone points & T.V. Points in living & master bedroom. Provision for A/C point in master bedroom.

**7. PAINTING :**

OBD paint for internal wall and ceilings. Acrylic paint for external walls.

**8. TOILET**

Concealed plumbing with hot and cold mixer shower. ISI/equivalent C.P.bath fittings. ISI mark sanitary ware. Ceramic tiles dado up to lintel level.

**ANNEXURE "J"**

**A] COMMON AREAS & AMENITIES**

1. Grand Entrance : Main Gate + Security cabin
2. Children's play area
3. Senior Citizens Seating area
4. CCTV system for Parking areas
5. Branded lifts

**B] RESTRICTED COMMON AREAS & AMENITIES**

1. Partitions between the two flats shall be limited common property of the said two flats.
2. Parking as allotted by the Developer.
3. Side Margins
4. Top Terrace
5. Other exclusive and limited common areas and facilities as mentioned in this Agreement.