

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this ____ day of _____ in the year 2019.

BETWEEN

ROHAN BUILDERS AND DEVELOPERS PRIVATE LIMITED, a company incorporated and registered under the Companies Act, 1956, having Company Identification Number U45202PN2001PTC016352, having its office at 1 Modibaug, Commercial Building, Ganeshkhind Road, Shivaji Nagar, Pune 411 016, holding PAN- AABCR8171R, represented through its authorized director **MR. SANJAY KHUSHALCHAND LUNKAD**, Adult, Occupation-Business hereinafter referred to or called as the “**PROMOTER**” (which expression unless repugnant to the context or meaning thereof shall mean and include the aforesaid company, its successors-in-title, administrators, liquidators and assignees) ... **PARTY OF THE FIRST PART;**

AND

Mr./Mrs. _____
Age about ____ years, Occupation - _____
Permanent Account No. _____
Aadhaar No. _____
Residing at : _____

hereinafter referred to or called as the “**ALLOTTEE**” (which expression, includes one person/entity and jointly in the case of more than one person/entity, unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself/ themselves, and his/her/their heirs executors, administrators).... **PARTY OF THE SECOND PART.**

WHEREAS:

- (A) By and under a Deed of Conveyance dated September 4, 2017, registered at Serial No. 8735 of 2017, Haveli 15, the Promoter, purchased the property bearing (i) Survey No. 125 Hissa No. 1B/1 admeasuring 1 Hectare 0 Are; (ii)

Survey No. 125 Hissa No. 1B/2 admeasuring 2 Hectares 16 Ares; (iii) Survey No. 125 Hissa No. 2/1 admeasuring 12 Ares; (iv) Survey No. 125 Hissa No. 2/2 admeasuring 5 Ares, totally admeasuring 3 Hectares 33 Ares situate at Village Tathawade, Taluka Mulshi, District Pune (“**Larger Property**”), within the limits of Pimpri Chinchwad Municipal Corporation (“**PCMC**”), from **Citra Infrastructure LLP**, for the consideration and upon the terms and conditions contained therein. Pursuant to the aforesaid acquisition, the name of the Promoter came to be recorded in the revenue records vide Mutation Entry No. 6631 dated 13/11/2017. As per computerized 7/12 extract, the Survey No. 125 Hissa No. 1B/1 is shown as 125/1/B/1 and Survey No. 125 Hissa No. 1B/2 is shown as 125/1/B/2. Pursuant to the actual survey and demarcation of the Larger Property, the actual area at site found out to be 30,584.16 square meters. Accordingly, the Promoter became absolute owner of the Larger Property (i.e. 30,584.16 square meters). The Larger Property is more particularly described in the **Schedule - I** hereunder.

- (B) In accordance with the prevalent Development Plan of PCMC, The Larger Property is affected by:-
- (i) An area admeasuring 605.29 square metres is affected by road widening (“**Road Widening Area**”)
 - (ii) An area admeasuring 1031.91 square metres is affected by proposed DP Road (“**DP Road Area**”); and
 - (iii) An area admeasuring 119.61 square metres is affected by existing Nallah passing through the Larger Property (“**Nala Area**”).
- (C) In view of the aforesaid, after deducting the areas affected by **Road Widening Area, DP Road Area** and **Nala Area**, the Promoter is entitled to the balance area of the Larger Property, i.e. an area admeasuring 28,827.35 square metres in the Larger Property (“**said Entire Project Land**”) and the same is more particularly described in the **Schedule - II** hereunder.
- (D) Being the owner and developer of the said Entire Project Land, in accordance with the Development Control Rules applicable to the said Entire Project Land, the Promoter is developing an ownership scheme on the said Entire Project Land under the name "**ROHAN ANANTA**" (“**said Entire Project**”). The Promoter has prepared a layout plan for the said Entire Project Land,

hereinafter referred as “**Layout Plan**”. As per the Layout Plan, the said Entire Project Land is under development by the Promoter on which the Promoter has proposed development of 13 buildings being Wing Nos. A1 to A8, B1 to B4 and Wing C, and out of which Wing C shall be handed over to MHADA in accordance with the applicable development norms. The Wing No. A1 to A8 and B1 to B4 shall have basement parking, 2 level parking floors and apartments on First floor to Eleventh floor. Wing C shall have a one level parking floor and apartments on First floor to Ninth floor (the Wing/s will be herein referred as “**the said Building/s**”). The Location of roads, 2 open spaces, 2 club houses, swimming pool, transformer, DG, STP, OWC, UGWT etc. has been shown in the said Layout Plan. The Promoter has obtained sanction to the said Layout Plan dated July 12, 2018, bearing No. BP/ENV/Tathwade/03/2018 from the PCMC. The Promoter shall be entitled to utilize entire permissible FSI potential for development of the said Entire Project as per the said Layout Plan, which includes FSI of the said Entire Project Land, premium FSI, paid FSI, TDR, FSI against handing over of Road Widening Area, DP Road Area and FSI of the Nala etc. by obtaining revised sanction to the building layout and plans in parts from time to time from PCMC.

- (E) The Promoter has obtained sanction to the part of the building layout and building plans from the PCMC by utilising part of the entire permissible FSI vide commencement certificate no. BP/Tathwade/07/2019 dated January 24, 2019. The said building layout and building plan is sanctioned for Wing A1 for basement parking, 2 level upper parking, stilt and first floor; Wing A2 for basement parking, 2 level upper parking and first floor; Wing A3 for basement parking, 2 level upper parking and first to eighth floor; Wing A4 to A8 for basement parking, 2 level upper parking and first to eleventh floor; Wing B1 to B4 for basement parking, upper parking; and Wing C for parking floor and first to ninth floor. The Promoter has commenced the construction work at the site as per sanctioned plans, however, the Promoter shall be revising the building plans from time to time for utilization of the entire FSI potential of the said Entire Project Land by addition of upper floors in order to complete the development of the said Entire Project as mentioned in para no. D hereinabove.

- (F) The Promoter intends to develop the said Entire Project in 3 phases comprising of (i) Wing nos.A5 to A8 in Phase-I, (ii) Wing nos. A1 to A4 in Phase-II and (iii) Wing nos B1 to B4 in Phase-III; each phase having different commencement and completion schedule. The development of Wing C shall be undertaken alongwith Phase-III or in earlier phases and shall be handed over to MHADA in accordance with the applicable development norms. The present Agreement pertains to **Phase-III** i.e. Wing no. B1 to B4, hereinafter referred to as the “**said Project**”. Since, the said Entire Project is being developed on the said Entire Project Land, the undivided land beneath the building/s of the said Project admeasuring area 2544.13 (which includes undivided land beneath the Wing no. B1 to B4 and Wing C) has been referred to as the “**said Project Land**”.
- (G) The Promoter has sole and exclusive right to sell the Apartments in the Building/s and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said Project, the Promoter has to pay / paid premium etc. for obtaining sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc. the flats, by entering into agreements and to receive the consideration in respect thereof.
- (H) The Promoter has appointed Architect for the said Entire Project *inter alia* including the said Project, M/s. Sole Space registered with the Council of Architect of India having enrollment No. CA/92/14807 and having office at 1st floor ION7, near Keys Hotel, Pimpri, Pune-411018 for preparation of the layout and drawing of the buildings. The Promoter has also appointed structural engineer S. W. Mone and Associates, registered with the Council of Structural Engineers of India and having office at 3, Swaroop Complex, 2nd floor, Karve Road, Pune-411004, for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Entire Project *inter alia* including the said Project. The Promoter has engaged the aforesaid

professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Entire Project *inter alia* including the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer, at its sole discretion, if so required, before the completion of the said Entire Project *inter alia* including the said Project and appoint new Architect or structural engineer.

- (I) The Promoter has got approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building/s. The Promoter has obtained sanctions, permissions etc. as follows:
- (i) The Promoter has obtained a Commencement Certificate dated July 12, 2018, bearing No. BP/ENV/Tathwade/03/2018 for the said Layout Plan from the PCMC;
 - (ii) The Promoter has obtained a Commencement Certificate bearing no. BP/Tathwade/07/2019 dated January 24, 2019, for the part of said Layout Plan and building plans from the PCMC;
 - (iii) The tenure of the Schedule-II property has been converted from “Agricultural” to “Non Agricultural” vide NA order dated February 06, 2019 bearing No. JAMIN/SR/07/19 for residential and commercial purposes; and
 - (iv) The Promoter has obtained Environmental Clearance dated November 06, 2018 from the State Environment Impact Assessment Authority.

It is further clarified that, if there are any further clearances/sanctions are required from any relevant authority/ies, the same shall be obtained in due course of time, by the Promoter. The Promoter hereby undertakes to abide by all the statutory terms and conditions as may be prescribed by relevant authorities from time to time. The Promoter shall obtain occupation certificate/ Completion Certificate in respect of the said Entire Project/said Project in phase wise manner or in parts, as per the development of the said Entire Project/said Project.

- (J) While sanctioning the above 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 while developing the said Entire Project Land and the said Building/s and upon due observance and performance of which only the completion or occupation certificates in respect of the said Building/s shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.
- (K) The Promoter has represented to the Allottee that the development of the said Project shall be in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as “**RERA**”) and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as “**MOFA**”) and rules made there under, as applicable on the date of this presents, and obligations of the Parties under this Agreement shall be governed thereunder.
- (L) The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the said Larger Property, the approvals and permissions, search and title report issued by the advocates of the Promoter, plans, designs and specifications prepared by the Architect (which shall also be available in the office of the Promoter for the inspection of the Allottee) and of such documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (“**the said Act**”) and the rules and regulations made thereunder. The Promoter has also requested and permitted the Allottee to carry out independent search by appointing his/her own Advocate and to raise any further queries, regarding the title, rights, and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the owners to the said Entire Project Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Entire Project and said Project, the Allottee has decided to purchase an Apartment in the said Project and has requested for an allotment of an **Apartment No._____**, in **Wing**

No. _____ of **Phase-III**, and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule-III** written hereunder and hereinafter referred as “**the said Apartment**”.

- (M) The Allottee has agreed to purchase the said Apartment based on going through all the conditions stated in the sanctioned plans by respective competent Authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.
- (N) The carpet area of the said Apartment is _____ square metres. "**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.
- (O) The authenticated copy of sanctioned layout plan of the said Entire Project is annexed hereto as **Annexure-1**. The authenticated copy of floor plan of the said Apartment marked with Red color outline is annexed hereto as **Annexure-2**. The specifications and amenities for the said Apartment are stated in **Annexure-3** annexed hereto. The common amenities and facilities of the said Entire Project, to be shared in common for all phases in the said Entire Project are stated in **Annexure-4** annexed hereto. Authenticated copy of the latest commencement certificate issued by the PCMC is annexed hereto as **Annexure-5**. Authenticated copy of the 7/12 extracts recording the name of the Promoter for the said Entire Project Land is annexed hereto as **Annexure-6**. Authenticated copy of the Certificate of the title, issued by the Advocate of the Promoter is handed over to the Allottee separately.
- (P) The Promoter represents and warrants to the Allottee as follows:-
 - (i) The Promoter has disclosed its incorporation details by providing the inspection and a copy of the company incorporation certificate dated July 27, 2001, issued by the Registrar of Companies, Pune reflecting

that the Promoter is a Private Limited Company, having Company Identification Number U45202PN2001PTC016352, and having registered office at 1 Modibaug, Ganeshkhind Road, Shivajinagar, Pune 411016.

- (ii) The said Entire Project Land is owned by and is being developed by the Promoter. The Promoter has clear marketable title with respect to the project land; as declared in the title report annexed to this Agreement and has requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project.
- (iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the said Entire Project.
- (iv) Subject to the existing mortgage of Aditya Birla Finance Limited and Aditya Birla Housing Finance Limited, the said Entire Project Land is free from all encumbrances, charges or claims.
- (v) The name of the Promoter is shown in revenue record as the owners and possessors of the said Entire Project Land, being of class-I occupancy, free from any restriction on alienation.
- (vi) There are no litigations pending in respect of the said Entire Project Land and/or the said Project, except those disclosed in the title report.
- (vii) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Entire Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Entire Project, said Entire Project Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Entire Project Land, Building/wing and common areas.
- (viii) 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.

- (ix) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Entire Project Land, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
 - (x) 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.
 - (xi) 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.
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Entire Project Land) has been received or served upon the Promoter in respect of the said Entire Project Land and/or the said Project.
 - (xiii) The Promoter further states that, the Promoter has not appointed turn-key contractor for construction of the buildings.
 - (xiv) The Promoter is entitled to adopt any suitable construction methodology/technology as may be advised and approved by the structural design consultant and project Architects, which includes casting of certain external and internal walls of the apartments in RCC structure simultaneously while casting of building floor slabs.
- (Q) The Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority (“**RERA**”) at MAHARERA Number _____, as per the applicable rules; authenticated copy is annexed hereto as Annexure-7.
- (R) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- (S) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. _____/- (Rs. _____ Only)**, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing.
- (T) And whereas, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- (U) Subject to the aforesaid, the Promoter has agreed to sell and the Allottee has agreed to purchase the said Apartment, and the parties hereto therefore, are executing present Agreement to Sell, in compliance with Section 13 of the RERA and Section 4 of the MOFA and rules made there under, and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

- 1) The Promoter shall construct the said buildings of Phase-II comprising of wing nos. B1 to B4, all with basement parking, 2 level parking floors and apartments on First floor to Eleventh floor on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- Subject to proposed modifications in the sanctioned building plans by the Promoter as disclosed herein these present, Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the floor plan and areas of the said Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2) **CONSIDERATION:**

Subject to whatever stated in this Agreement, the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one **Apartment bearing No. ____** having carpet area admeasuring **_____ square metres** on **_____ floor** in the **Wing No. _____** in the said Project, hereinafter referred to as "the Apartment" more particularly described in **Schedule III** herein along with the appurtenances thereto, as shown in the Floor plan hereto annexed and marked **Annexure-2**, for the consideration of **Rs. _____/- (Rupees _____ Only)** which is inclusive of (i) Rs. _____/-, being the proportionate price of the common areas and facilities appurtenant to the said Apartment, and (ii) the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space situate at the parking floor being constructed in the layout for the consideration of **Rs. _____/-**. The Promoter shall allot the parking space number, at the time of the handing over the possession of the said Apartment. The agreed price is inclusive of the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule IV** hereto.

It has been expressly agreed and confirmed by the Allottee that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the State Goods and Services Tax Act, 2017. In addition to the above said lump-sum agreed consideration, the Allottee shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees and Charges, Central Goods and Services Tax and State Goods and Services Tax etc

3) **PAYMENT SCHEDULE:**

- 3.1 The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____), as advance payment or application

fee and hereby agrees to pay to Promoter the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:-

- i. Amount of Rs. _____/- (not exceeding 30% of the total consideration) to be paid to the Promoter simultaneous with the execution of Agreement.
- ii. Amount of Rs. _____/- (not exceeding 35% of the total consideration) to be paid to the Promoter on completion of the Excavation and Footing of the said Wing in which the said Apartment is situated.
- iii. Amount of Rs. _____/- (not exceeding 40% of the total consideration) to be paid to the Promoter on completion of the Basement parking slab of the said Wing in which the said Apartment is situated.
- iv. Amount of Rs. _____/- (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the First parking slab of the said Wing in which the said Apartment is situated.
- v. Amount of Rs. _____/- (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of the First floor slab of the said Wing in which the said Apartment is situated.
- vi. Amount of Rs. _____/- (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of the Third floor slab of the said Wing in which the said Apartment is situated.
- vii. Amount of Rs. _____/- (not exceeding 60% of the total consideration) to be paid to the Promoter on completion of the Fifth floor slab of the said Wing in which the said Apartment is situated.
- viii. Amount of Rs. _____/- (not exceeding 65% of the total consideration) to be paid to the Promoter on completion of the Seventh floor slab of the said Wing in which the said Apartment is situated.
- ix. Amount of Rs. _____/- (not exceeding 67.5% of the total consideration) to be paid to the Promoter on completion of the Ninth floor slab of the said Wing in which the said Apartment is situated.
- x. Amount of Rs. _____/- (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of all the slabs including parking floor slabs of the said Wing in which the said Apartment is situated.
- xi. Amount of Rs. _____/- (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls and internal plaster of the said Apartment.
- xii. Amount of Rs. _____/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of flooring of the said Apartment.

- xiii. Amount of Rs. _____/- (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and plaster of the said Wing in which the said Apartment is situated.
 - xiv. Amount of Rs. _____/- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the water pumps, electrical fittings, doors, windows and entrance lobby of the said Wing in which the said Apartment is situated..
 - xv. Balance Amount of Rs. _____/- alongwith other dues, if any, against and at the time of handing over of the possession of the Apartment to the Allottee on or within 7 days after receipt of occupancy certificate or completion certificate whichever is earlier.
- 3.2 Any deduction of an amount made by the Allottee on account of Tax Deduction at Source (“TDS”) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee submitting the TDS Certificate and provided that the amount mentioned therein matches with the relevant provisions of law.
- 3.3 Payment of any instalments if made in advance shall be adjusted to the next instalments and no interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of the Allottee.
- 3.4 The total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax, and Cess or any other applicable taxes, duties, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction) up to the date of handing over the possession of the said Apartment and/or otherwise, and the same will be paid by the Allottee from time to time, alongwith each instalment, as and when raised by the Promoter, or as and when become payable.

- 3.5 The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the 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.
- 3.6 The Promoter has informed to the Allottee that, the construction of the building in the said Project as well as the apartments therein will be completed as per situation at the site and the Promoter may carry out more than one work simultaneously or may change the chronology of construction stages. In such an event, the Allottee shall be liable to pay the installment as per the work progress, as stated above.
- 3.7 The Allottee shall pay the aforesaid consideration alongwith all applicable taxes, etc. to the Promoters on due date or within 7 days from the Allottee receiving the intimation in writing on paper or by E-mail from the Promoters calling upon the Allottee to make the payment. It is clarified that the payment in time is the essence of the contract.
- 3.8 The Promoter informed to the Allottee that, the payment towards the consideration and interest thereon if any has to be made by the Allottee by local Cheques / Demand Draft issued / drawn in the name of "**Rohan Builders & Developers Pvt. Ltd. A/C No. 030233300000006**".
- 3.9 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per the 'State Bank of India, highest marginal cost of lending rate + 2% per annum' or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee 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 waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Allottee and the Promoter shall be entitled to recover the same, from time to time, or in its entirety before delivery of possession of the said Apartment.

- 3.10 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove.
- 5) The Promoter shall confirm the final carpet area of the said Apartment and the appurtenances viz. balconies, attached terraces, wash area, garden area, if any, more particularly described in Schedule III, that has been allotted to the Allottee after the construction of the said Apartment is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in carpet area of the said Apartment and the appurtenances, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

6) ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDING PLANS AND CONSTRUCTION:

- 6.1 As stated in para no. (D) and (E) hereinabove, the present building plans for the said Entire Project Land is sanctioned only for part of the maximum allowable FSI, and the Promoter shall be revising the present sanctioned layout and building plans to utilize entire permissible FSI potential for development of the said Entire Project by construction of additional upper floors or otherwise as per the proposed Layout Plan, which includes FSI of the said Entire Project Land, premium FSI, paid FSI, TDR, FSI against handing over of Road Widening Area, DP Road Area and FSI of the Nala etc. The Promoter shall be entitled to make these changes in the sanctioned building plans from time to time and obtain revised sanction from concerned authorities by submitting the modified building plans. The Promoter confirm that the said changes are not affecting floor plans and areas of the said Apartment allotted hereby and the Allottee with due diligence hereby provide his/her/their no objection/consent for the same and no separate consent will be required.
- 6.2 Subject to the provisions hereof, the Allottee hereby provide his/her/their no objection for variation, alteration and modifications in the sanctioned building plan for the variations as may be considered necessary or as may be required by concerned development controlling authority / Government etc.
- 6.3 The Promoter has informed the Allottee that, in the sanctioned building plan, the balconies for the said Apartment have been shown separately. However for better utilization of space, the same have been enclosed and amalgamated into the room/s. The aforesaid amalgamation has been duly approved by the concerned development control authority in accordance with the prescribed rules and regulations and the necessary premium has been paid by the Promoter in respect thereof.
- 6.4 In case of any variations or modifications which adversely affects the areas and plan of the said Apartment the prior consent of the Allottee is required, the Allottee shall give and the Promoter shall obtain prior written consent

from the Allottee in respect of such variations or modifications in the said Apartment which the Allottee has agreed to purchase on ownership basis in pursuance of this instrument.

- 6.5 In the event of any technical or design related requirement, specified by the architect or consultants or execution engineer, or betterment of the said Project, the location/specification of the common facilities and services provided for the said Entire Project, or the said Buildings, are/may required to be changed, then such an event the Allottee shall not raise any objection in respect thereof and the Promoter shall have sole discretion in that regard.

7) DISCLOSER PERTAINING TO FSI UTILIZATION:

The Promoter hereby declares that the Floor Space Index (“**FSI**”) available as on date in respect of the said Entire Project Land is 31,054.79 square metres only and the Promoter has planned to utilize Floor Space Index of 59,772.28 square meters for the said Entire Project by availing of Transferable Development Rights (“**TDR**”) and FSI available on payment of premiums, paid FSI etc. as stated in para no. (D) hereinabove, as per Development Control Regulations. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said Project (which includes Wing No. B1 to B4 and Wing C) is 5216.25 square metres and the Promoter has planned to utilize Floor Space Index of 23175.72 square meters for the said Project alongwith Wing C, which may be modified during the construction with possible variation of 5% with the approval of the concerned authorities. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

8) TERMINATION OF AGREEMENT:

- 8.1 Without prejudice to the right of the Promoter to charge interest in terms of clause no. 3.9 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 authority and other outgoings) and on the Allottee committing 3

(three) defaults of payments of installments, the Promoter may terminate this Agreement; provided that, the Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD and by e-mail at the address provided by the Allottee, of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. After giving notice in writing, if the Allottee fails to rectify the default / breach of terms and conditions within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed of the Agreement.

- 8.2 If the Allottee, for any reason whatsoever (without the default of the Promoter), desires to terminate this Agreement / transaction in respect of the said Apartment then, the Allottee shall intimate the same in writing by sending 15 days prior notice to the Promoter. Thereafter, on the terms and conditions contained hereinafter, the Promoter shall be entitled to deal with the said Apartment with the prospective buyers, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed.
- 8.3 It is agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein is terminated then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
- 8.4 On termination of transaction in respect of the said Apartment as aforesaid the Allottee herein shall be entitled to receive the amount being refund of consideration paid by the Allottee to the Promoter subject to the deductions as under :

- 8.4.1 In any of the event of termination as stated hereinabove, the Allottee is not entitled to receive refund of the amount paid by the Allottee to the Promoter, on account of Goods & Service Tax or any other taxes, Cesses, Stamp Duty, Registration Fee, etc, and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities.
- 8.4.2 The Promoter shall be entitled to deduct and retain 5% of the consideration amount as stated in clause no. 2 hereinabove as compensation.
- 8.4.3 If the Allottee availed housing loan against the said Apartment from any Bank / financial institution, etc. then the Allottee is not entitled to receive the aforesaid refund till producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment. The Promoter shall make the refund as above to such Bank / financial institution on behalf of the Allottee towards outstanding loan, and the Allottee shall be liable for clearing the balance outstanding loan amount, if any.
- 8.4.4 In the event termination of the present transaction, the Promoter shall be liable to refund the consideration amount as above within thirty days, from the date of termination/cancellation and execution and registration of the deed of cancellation.
- 8.5 Without prejudice to the aforesaid, on termination of this Agreement, the Allottee shall only have right to receive the refund of the aforesaid amount, on execution of the Cancellation Deed (to be executed by the Allottee within 15 days from the receipt of intimation from the Promoter) and all other rights under this Agreement of the Allottee stand automatically extinguished.
- 8.6 Notwithstanding any of the above clauses, in the event, for any unforeseen reason beyond the control of the Promoter on account of force majeure or acts of God or Government orders/Restrictions/ or any adverse order being passed by any Court of authority and the construction is held up for unpredicted time and due to that the Promoter is unable to give possession of the said Apartment on due date as mentioned in Clause No. 9 herein below, the Allottee will be entitled to terminate this agreement by issuing proper

letter in writing and on receiving such intimation, the Promoter shall refund the entire amount received towards consideration under this agreement along with simple interest at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest from the dates the amounts are received, within 30 days and on the Allottee executing Cancellation Deed and producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment, if any availed by the Allottee.

- 8.7 Notwithstanding anything contented hereinabove, it is agreed and understood by and between the parties that, after issuing the notice and acceptance thereof by the other party, with particular date for refund of amount and in case of termination of this Agreement as aforesaid, after sending the notice of termination, if the Allottee fails to attend the execution and registration of the deed of cancellation, the Promoter shall not liable to pay any interest in respect thereof for the amount of refund to be paid by the promoter to the Allottee.

9) DELIVERY OF POSSESSION:

- 9.1 The Promoter shall give possession of the said Apartment to the Allottee on or before **March 31, 2025** provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of the said Apartment is delayed on account of force majeure conditions:-
- i. War, civil commotion or act of God.
 - ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.

It is further clarified that the Promoter shall be entitled for an extension of Six months, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession for the reasons beyond his control apart from the aforesaid *force majeure* conditions.

Subject to the aforesaid, if the Promoter fails or neglects to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in clause no. 3.9 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

- 9.2 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payments made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 1 (one months) from the date of issue of such notice and the Promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of receiving the occupancy certificate in respect of the said Apartment.
- 9.3 Upon completion of the said Project, the Allottee shall be bound to take the possession of the said Apartment. The Promoter shall complete the common amenities and facilities of the said Entire Project to be shared by all phases, as stated in Annexure-4, within 4 months after completion of the construction of all phases of the said Entire Project, and the Allottee shall not be entitled to refuse the possession of the said Apartment on that count and/or otherwise.
- 9.4 After the Allottee is satisfied herself/himself after inspection of the said Apartment, as to the specifications, area etc., the Promoter shall give the possession of said Apartment to the Allottee on payment of all dues payable by the Allottee. The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy.

9.5 Upon receipt of written intimation from the Promoter, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as prescribed/may be required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee. If the Allottee neglects or fails to take possession within time provided above, then the Allottee shall continue to be liable for payment of maintenance charges as may be applicable, property tax, electricity charges and any other expenses and outstanding in respect of the said Apartment and the promoter shall not be liable for the same.

9.6 In the event, Promoter fails to complete the construction of the said Apartment, within the aforesaid period, the Allottee shall be entitled to receive compensation from the Promoter, by way of interest calculated at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest (on the consideration paid till such date) in respect of the said Apartment, from the agreed date of possession (subject to the permissible extension as above), till the construction of the said Apartment is completed and the same is ready for handing over to the Allottee, provided that the Allottee has duly paid the requisite installments of the consideration in time and not committed any breach of this agreement. The aforesaid amount will be duly adjusted/paid at the time of delivery of possession of the said Apartment. It is clarified that the acceptance of the delayed payment made by the Allottee to the Promoter shall not amount to waiver. In the event, the Allottee has failed to pay the due installment/s on due date, he shall not be entitled to the aforesaid compensation, irrespective of the payment of an interest on delayed installments. It is further agreed between the parties hereto that, after receiving the possession of the said Apartment by the Allottee in pursuance of this clause, the Allottee shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter.

10) FORMATION OF ORGANISATION AND CONVEYANCE:

10.1 The Allottee along with other allottee(s) of Apartments in the said Project shall join in forming and registering the cooperative housing Society to be

known by such name as the Promoter may decide and which may be approved by the relevant authority and for this purpose, 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 byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the society of the Allottees. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies.

- 10.2 The Promoter shall form three different Co-operative Housing Societies of the Apartment owners, one Society of Phase-I and Phase-II, one Society of Phase-III and one Society for Wing C MHADA building, of the said Entire Project, as per the applicable laws. Allottee has been made aware by the Promoter that, the Promoter shall not form a condominium or company of the apartment holders and will form cooperative society/ies as aforesaid, and the Allottee shall not raise any objection in respect thereof and he shall become member of such society
- 10.3 The Allottee shall join as the member of the Society, and shall sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member as per the applicable laws, and as may be required by the Promoter. It is further clarified that within 3 months upon 51% booking of the Phase-III of the said Entire Project are completed with duly registered Agreements for Sale and upon receipt of applications for registration of the society from the allottees, the Promoter shall submit the proposal for registration of the society with co-operative department in order to register the said society.
- 10.4 Upon completion of the said Entire Project, with all facilities and amenities, the Promoter shall execute a Sale Deed/ Conveyance Deed of the said Entire Project Land alongwith the buildings standing thereon in favour of the Societies as registered aforesaid, within a period of 3 months from the date of receiving full and final completion/occupation certificate for the said Entire

Project, subject to the rights of the Promoter to the unsold Apartments and recovery of all dues of the said Entire Project.

10.5 It is clarified that pursuant to the conveyance of the said Entire Project Land in favour of the Society, the Promoter shall solely be entitled to the balance unsold apartments in the said Entire Project, and to receive all the outstanding consideration in respect thereof and also in respect of the apartments sold earlier. The Allottee and the Society formed as above shall not have any right, title and interest in respect thereof.

10.6 At the time of registration of conveyance, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, payable by the said Society on such conveyance or any document or instrument of transfer in respect of the said Entire Project Land, building structure and the common amenities and facilities to be executed in favour of the Societies.

11) OBSERVATION OF CONDITIONS:

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 development controlling authority at the time sanctioning the plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the said Apartment. In addition to the aforesaid, the Allottee shall also observe all development controlling rules and other conditions applicable to the building in which the said Apartment is situated.

12) SPECIFICATIONS AND AMENITIES:

The amenities, fixtures and fittings provided by the Promoter in the said Apartment as set out in **Annexure-3** annexed hereto. It is clarified that the fixtures and fittings shown in the mockup/sample flats at site are indicative only and actual installation will be as per the details mentioned in **Annexure-3**. The Promoter informed to the Allottee that, the Promoter will not entertain any request of the Allottee as to the any extra work, alteration, modification, additions in the said Apartment and the Allottee has agreed and accepted the condition.

13) DEFECT LIABILITY:

- 13.1 Once, the said Apartment is ready for use and occupation, the Promoter shall send a written intimation/notice to the Allottee, about the same. Thereafter, the Allottee shall be bound to take the possession of the said Apartment within 15 days from receipt of the written intimation/notice. If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service (which shall be ascertained and scrutinized by an independent surveyor to be appointed by the Promoter), 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.
- 13.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set for backup, STP, electric pumps, waste management plants, lifts, security equipment, if any, solar system, if any, etc. will be as per the warranty provided by the respective manufacturer/supplier. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing to the Allottee to take over the possession of the said Apartment, whichever is earlier. The Allottee and/or association of the allottees shall execute necessary service and maintenance contracts with respective agencies to ensure the maintenance and upkeep of the aforesaid. If they fail to maintain and upkeep the same, then the Promoter shall not be liable in respect thereof, and it shall not be considered as the defect.
- 13.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or to the civil structures or in the fittings, electrifications, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, the

Allottee or Society or anyone through them shall not carry out any structural changes in the building or equipments etc. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

- 13.4 The defects covered hereinabove shall be restricted to manufacturing /workmanship defects caused by willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. The hair cracks appearing in the walls/plaster are possible in normal course of time, hence shall not be construed as manufacturing /workmanship defects.

14) PAYMENT OF TAXES, CESSSES ETC:

- 14.1 Allottee shall be liable to bear and pay the applicable local/state/central taxes, cess or levies as may be applicable in respect of the present transaction and the Agreement, applicable as on date and as may be applicable from time to time, to the concerned authorities directly, or through the Promoter, as the case may be.
- 14.2 It is further clarified that, after execution of this Agreement, any applicable taxes increased under respective statute by the central and/or state government 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 statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Apartment or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 14.3 From the date of Completion/Occupation Certificate or Allottee starting the use of the said Apartment, whichever is earlier, the Allottee shall be liable to bear and pay all taxes, cesses in respect of the said Apartment and proportionate maintenance charges in respect of the building/s in the said Project and expenses for common facilities such as common light meter,

water pump/s expenses for lift, if any etc. and non-agricultural assessment to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee of apartments in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter from the Allottee who are members for the society of such building which is to be formed by the Promoter as stated hereinbefore. But it is agreed between the Parties hereto that, the Promoter shall not be held responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building construction of which will be completed or under construction on the said Project.

- 14.4 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Apartment and if for whatsoever reason respective recovering authority recovered the same from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further agreed that, the aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter.

15) COMMON MAINTENANCE:

- 15.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the Land and the building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and Building/s. Until, the Society 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 be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 5,000/- per month towards the outgoing costs to be incurred towards the expenses. The

Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by the Allottee shall be regarded as the default on the part of the Allottee.

- 15.2 In view of the aforesaid and solely for the convenience of the purchasers in the said Project, till the formation of the Society, the Promoter has agreed to look after the maintenance at the request of the Allottee for initial period of 12 months (from the date of the possession or intimation by the Promoter for taking the possession, whichever is earlier), provided the Allottee pays an amount of **Rs. _____/-** in advance for 12 months. The Allottee shall pay the aforesaid amount to the Promoter as the lumpsum maintenance charges and the Promoter shall bear deficit amount, if so required. The Promoter shall not be liable to provide any accounts/details of such expenditure. Such arrangement shall not be construed as an agreement for maintenance services.

16) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- 16.1 The Promoter has informed to the Allottee and the Allottee is/are also aware that, the Promoter is developing the scheme with intention to have homogeneity in the scheme as to landscaping, elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartments in the building shall and will not be entitled to disturb it or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces.
- 16.2 Further, the Allottee shall observe that, the outlet of rain water / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee shall not store soil or heavy things on terraces.
- 16.3 The plant/ machinery/ equipment provided in the said Project and the building like elevators, electric installation, pumps, filters, firefighting equipment etc. have to be operated / used by the persons with due diligence

and with adequate observance of safety standards. The Allottee and the society/ies to be formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies. After handing over the aforesaid facilities to the society/ies, the Promoter shall not be held responsible in respect thereof, and the society/ies shall set it's own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property.

- 16.4 If the Allottee intends to install window and/or door grills, for security reasons, then the same shall be installed as per the design and specifications provided by the architect of the Promoter and same shall installed from interior side of the said Apartment.

17) ADJACENT TERRACES/SIT OUT/GARDEN SPACES:

It is also understood and agreed by and between the parties hereto that, the terrace space/sit-out/garden space in front of or adjacent to the terrace/garden apartments in the buildings in the said Project, if any, shall belong exclusively to the respective buyer of such apartment and such spaces are intended for the exclusive use of the respective such apartment owner. The aforesaid terrace space/sit-out/garden space shall not be enclosed by such apartment owner till the permission in writing is obtained from the concerned development controlling authority and the Promoter or the Society as the case may be.

18) CONSENT FOR MORTGAGE:

- 18.1 At present, the Promoter has obtained a project loan from Aditya Birla Finance Ltd and Aditya Birla Housing Finance Ltd, for the said Entire Project, against the mortgage of the said Entire Land and the construction thereon. The consideration paid/to be paid by the Allottee shall be deposited in an escrow account, for the repayment of the aforesaid loan.
- 18.2 If the Allottee desires to avail the housing loan against the security of the said Apartment, the Allottee shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit

the sanction letter to the Promoter and thereafter the Promoter shall cause the existing lenders to issue requisite no objection certificate etc. along with copies of necessary documents to the Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and the Allottee alone shall be liable to repay the same.

18.3 The Allottee without the written consent of the Promoter shall not be entitled to create any charge or third party interest or any third party rights, on the said Apartment, except for obtaining home loan for the payment of installments to the Promoter as stated hereinabove.

18.4 In case after entering into this Agreement, if the Promoter desires to obtain any further project loan or any other type of loan on the said Entire Project Land and/or the said Entire Project or part thereof (excluding the said Apartment), then the Allottee by executing this Agreement has given his/her irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.

18.5 After the Promoter executes this Agreement he 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 rights and interest of the Allottee who has taken or agreed to take the said Apartment.

19) SPECIFIC COVENANTS:

19.1 The Allottee admits and agrees that, after delivery of possession of the said Apartment by the Promoter to the Allottee, it will always be presumed that, the Promoter had discharged and performed all his obligations conveyance as stated hereto before in favour of such society/ies in which the Allottee will be a member in respect of the said Apartment, under this Agreement and as well as under MOFA and rules made thereunder.

19.2 The Allottee shall also execute such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter, at the time possession of the said Apartment.

- 19.3 The Allottee shall not raise any objection in the matter of sale of apartments being commercial or otherwise in the buildings which are to be constructed on the said Land, allotment of exclusive right to use garage, terrace/s, sit out/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of annoyance or inconvenience, that has been or will be permitted by law or by development controlling authority in the concerned locality.
- 19.4 The Allottee is aware that the said Entire Project consists of multiple buildings and the construction of such buildings and certain common amenities and facilities will be done in phases. The Promoter has reserved its rights to use all driveways, side margins, entrances, exists etc for carrying out construction work of the remaining phases/buildings of the said Entire Project, till its full completion. The Allottee undertakes that he/she shall not obstruct the progress of the construction of the building/s or any part thereof or other phase/s in any manner and shall not raise any objection on whatsoever ground including dust, noise, pollution, or annoyance that may be caused due to such construction and he/she shall not hinder the use of the access roads, open areas etc. for completing such constructions.
- 19.5 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Entire Project Land and building/s / wing/s or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden space, driveways, side margins etc. will remain the property of the Promoter until the said Entire Project Land and building is/are conveyed to the society/ies as hereinbefore mentioned.
- 19.6 Irrespective of the possession of the said Apartment being given to the Allottee and/or management of the said Building/s or said Project being given to an Ad-Hoc Committee/Society, the Promoters' rights under this Agreement are reserved for exploiting the potential of the said Entire Project

Land and shall subsist and continue to vest in the Promoter till the final conveyance/documents of transfer is executed as aforesaid. The Promoter shall be entitled to execute the conveyance/documents of transfer by reserving such rights.

- 19.7 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee and the same shall not in any manner prejudice the rights of the Promoter.
- 19.8 The open spaces provided in the said Project including any marginal open spaces adjacent to the building viz. private gardens, sit out, verandahs at ground floor or adjacent terrace or terrace above any apartment, etc., shall always be kept open by the allottees and no permanent or temporary construction shall be erected thereon.
- 19.9 The Allottee shall not indulge in any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.
- 19.10 The parties hereto are well aware that, in sanctioned building plan floor height is shown from bottom of the floor slab and upto the top slab of concern floor/apartment and considering varied thickness of the slab due to RCC design and flooring work, actual usable height may vary than the shown in the plan and considering this aspect, floor to top of the apartment, the height may be about 8'6" to 8'9" and the Allottee has accepted the variation.
- 19.11 The Allottee hereby covenants and agrees that the consideration agreed is based on the mutual negotiations between the Parties hereto and on the

market conditions as on booking date of the said Apartment. The Allottee shall have no right to renegotiate on the agreed consideration, in comparison with the consideration agreed for the other Allottees or otherwise. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Apartment between the parties hereto stand superseded and the terms and conditions and consideration stated in these present shall prevail.

- 19.12 The Promoter shall apply to the concerned authorities for arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall not be held responsible for any such delay or shortfall. It is clarified that in the event Allottee needs to apply for obtaining any services independently, then in such case, the Promoter shall not be held responsible in respect thereof.
- 19.13 The Allottee covenants that the Allottee shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the building/s. The Allottee shall with the other owners of the apartment take over the building and the maintenance thereof through the owners Association.
- 19.14 The Allottee with the other owners of the apartments through the association shall at all times keep the annual maintenance contracts with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipment valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter/vendor in the building/Project.

- 19.15 The Allottee along with the other apartment owners at all times maintain all facilities, machinery, equipment installed in the building/said Project and shall ensure that all agreements for maintenance of such equipment, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 19.16 After the maintenance of the building/Project is handed over to the society/ies that has been formed, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/Society shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.
- 19.17 The Allottee agrees that the parking spaces allotted with the said Apartment shall be used only for parking and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.
- 19.18 The Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- 19.19 The Allottee, even after receipt of the possession of the said Apartment, shall permit the Promoter, its employees, workman or contractors and other service providers to carry out and complete the remaining work, in the building and the said Project, without, any obstruction and/hindrance of any nature whatsoever.
- 19.20 The Allottee hereby confirms that after completion of the said Project, the Promoter shall be entitled to use or connect the common infrastructure and

services, viz. electrical lines, water, sewage, drainage etc., required for the said Entire Project and shall be entitled to use pathways and internal roads, passing through the said Project, for carrying out the remaining work of the said Entire Project.

- 19.21 The Allottee hereby confirms that he shall be solely responsible for compliance with the provisions of Foreign Exchange Management Act, 1999 and such laws, as may be applicable and the rules made thereunder and shall keep the Promoter indemnified.

20) OTHER COVENANTS:

The Allottee hereby further covenants with the Promoter as follows:-

- 20.1 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the said Apartment and/or to the building in which the apartment is situated and in or to the said Apartment itself or any part thereof.
- 20.2 Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned authority or any other authority or under any law and shall not carry or cause to carry heavy packages on upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.

- 20.3 To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- 20.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members of the said Apartment or Building.
- 20.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance or whereby any increase in premium shall become payable in respect of the insurance.
- 20.6 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 said Land and the Building.
- 20.7 To pay the Promoter his share of security deposit demanded by concerned development controlling authority or Government or any other service

connection to the building in which the said Apartment is situated, within 15 days of demand by the Promoter.

- 20.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the said Apartment by the Allottee viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 20.9 The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of/under this agreement or part with the possession of the said Apartment until all amounts payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and obtained written consent thereof.
- 20.10 After delivery of possession of the said Apartment by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Society and thereafter consent of the Society in writing shall be required to be obtained by the Allottee as the case may be and further copy of such instrument shall be handed over to the Promoter or Society as the case may be and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said Apartment.
- 20.11 The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the

building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

- 20.12 Till a conveyance of the said Entire Project Land as aforesaid, 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 Apartment and the said Land and building or any part thereof to view and examine the state and conditions thereof.
- 20.13 If the Allottee intends to carry out any interior work, modification (not affecting the structure), subject to the terms of the present agreement, then he shall obtain the written permission from the Society, for the same. Till the formation of the Society, he shall obtain the permission from the Promoter. The Allottee shall deposit, an interest free security deposit of Rs. 50,000/- or such other amount as may be specified from time to time, with the Promoter or the Society, as the case may be.
- 20.14 For the purposes aforesaid, the Allottee may store the required material, generated waste etc., in the designated area (if so provided) or in his designated parking area and he shall be liable to clear the same, in appropriate time and manner, to the satisfaction of the Promoter or the Society. In the event, the Allottee fails to clear the site, within reasonable time the security deposit paid by him shall stand appropriated in pro rata ratio. The Allottee shall solely be liable for all the costs and damages caused by him and/or agencies/personnel appointed by him for any damage to the building, common areas, facilities etc. and such costs will be deducted from the aforesaid security deposit alongwith deficit amounts to be recovered, if any.

21) NAME OF THE PROJECT AND BUILDING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter has decided to have the name of the said Entire Project as “**ROHAN ANANTA**” and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter on a building and at the entrances of the scheme. The Allottee or other apartment holders in the building/s or proposed Society are not entitled to change the aforesaid project name and remove or alter the Promoter's name board in any circumstances.

22) SERVICES OF NOTICES:

All notices to be served on the Allottee and if more than one Allottee then on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/es specified in the title of this agreement or at E-mail ID “_____” provided by the Allottee/at the address intimated in writing by the Allottee. 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 AD failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

23) EFFECT OF LAWS:

This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963, and the rules made there under.

24) SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the

parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

25) FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions 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.

26) BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

27) ENTIRE AGREEMENT:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement. The present agreement shall be

treated as an entire agreement in itself and it shall supersede all the earlier understanding oral or written, including publicity material like brochure etc.

28) RIGHT TO AMEND:

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

29) PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

30) JOINT ALLOTTEES:

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

31) JURISDICTION:

This Agreement shall be subject to the jurisdiction of RERA Authority and also subject to the jurisdiction of Courts in Pune.

32) REGISTRATION OF THIS AGREEMENT:

The Allottee shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed under the applicable registration laws and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with a copy of registration receipt from the Allottee.

33) PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata

consideration thereof and all other agreements or final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee will be a member.

The Allottee has paid proper stamp-duty alongwith appropriate registration fees herewith.

As per the Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii), if the Allottee transfers /assigns the rights under this agreement to any subsequent Allottee within a period of 1 year, the Allottee is entitled to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25, Explanation -1. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee will be the member in respect of the said Apartment.

SCHEDULE-I

(DESCRIPTION OF LARGER PROPERTY)

All that property bearing (i) Survey No. 125 Hissa No. 1B/1 admeasuring 1 Hectare 0 Are; (ii) Survey No. 125 Hissa No. 1B/2 admeasuring 2 Hectares 16 Ares; (iii) Survey No. 125 Hissa No. 2/1 admeasuring 12 Ares; (iv) Survey No. 125 Hissa No. 2/2 admeasuring 5 Ares, totally admeasuring 3 Hectares 33 Ares (pursuant to the actual survey and demarcation of the Larger Property, the actual area at site being 30,584.16 square meters), situate at Village Tathawade, Taluka Mulshi, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation and bounded as follows:

On or towards the North	: By S. No. 125 Hissa No. 1A
On or towards the South	: By S. No. 124
On or towards the East	: By Road
On or towards the West	: By remaining part of S. No. 125

SCHEDULE-II

(DESCRIPTION OF THE SAID ENTIRE PROJECT LAND)

All that area admeasuring **28,827.35 square metres** derived after deducting area admeasuring 605.29 square metres for road widening, area admeasuring 1031.91 square metres for proposed DP Road and area admeasuring 119.61 square metres is affected by existing Nala, out of property bearing (i) Survey No. 125 Hissa No. 1B/1 admeasuring 1 Hectare 0 Are (ii) Survey No. 125 Hissa No. 1B/2 admeasuring 2 Hectares 16 Ares (iii) Survey No. 125 Hissa No. 2/1 admeasuring 12 Ares (iv) Survey No. 125 Hissa No. 2/2 admeasuring 5 Ares; totally admeasuring 30,584.16 square meters as per actual survey and demarcation of the Larger Property, situate at Village Tathawade, Taluka Mulshi, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation.

SCHEDULE-III

(DESCRIPTION OF THE SAID APARTMENT)

1. Name of the Project : **ROHAN ANANTA PHASE-III**
2. **Apartment No.**____, Situate on _____ **Floor** in **Wing No.** _____
3. Apartment Carpet Area admeasuring _____ **square meters** along with area adjoining balconies admeasuring _____ **square metres**, amalgamated as permitted under Development Control Rule.

Alongwith appurtenances:

4. Exclusive right to use adjoining terrace/private garden of area admeasuring _____ **square meters**.
5. Exclusive right to use adjoining utility area admeasuring _____ **square meters**.

6. Exclusive right to use parking space admeasuring area about ____**square meters.**

SCHEDULE-IV

(COMMON/LIMITED COMMON AREAS AND FACILITIES)

(A) COMMON AREA AND FACILITIES :-

1. RCC Frame work structure and walls of the buildings.
2. Compound wall & street lights.
3. Drainage and water line work.
4. Electric room, transformer, main cables, electric meters connected to common lights, water connections, pump set etc.
5. Firefighting system and equipment.
6. Water tank for the project along with water pump.
7. Lift / Elevator with lift room, lift well and elevator equipment for each wing / building.
8. Entrance lobby and building lobbies
9. All other common amenities and facilities mentioned in Annexure-4 hereto.

(B) RESTRICTED/LIMITED AREAS AND FACILITIES :-

1. Terraces adjacent, if any, to the Apartments shall be restricted and shall be for exclusive use of such respective Apartment holders.
2. The open space adjacent to the ground floor / stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoter shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking area under stilt/basement/side margin shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.

All areas etc. which are not covered under aforesaid head “Common Area and Facilities” are restricted areas and facilities which include, the marginal open space, terraces, parking, within the said Entire Project Land and in the building/s which is/are under construction on the said Entire Project Land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of the Apartment or to convert the Restricted Area into Common Area or vise- versa.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
by within named the **Promoter**
ROHAN BUILDERS AND DEVELOPERS PVT. LTD.
through its authorised Director
SHRI SANJAY K. LUNKAD

SIGNED, SEALED AND DELIVERED
by within named the **Allottee**

1. _____

2. _____

IN THE PRESENCE OF:-

- 1) Signature

Name

Address
- 2) Signature

Name

Address