

**AGREEMENT TO SALE**

This Agreement for Sale ("Agreement") executed on this \_\_\_day of 2019,

**BY AND BETWEEN**

**M/S. ROHAN BUILDCON**

A partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at:  
Gat No. 650/2, Kesnand Road, Wagholi, Tal- Haveli,  
Dist- Pune

**PAN NO. AAUFR3903K**

Represented by its authorized Partners

**1) MR. JALINDAR VITTHAL SASWADE**

Age about 44 yrs, Occupation : Business

PAN NO : BXXPS1175H

R/at : A/p Shikrapur, Tal- Shirur, Dist- Pune

Pin No. 412 208

**2) MR. ARUN RAGHU THIGALE**

Age about 50 yrs., Occupation : Business

PAN NO : ADIPT1969Q

R/at : Tinhewadi Road, Rajgurunagar, Tal -Khed

Dist- Pune, Pin No. 410 505

Hereinafter referred to as the "PROMOTER / DEVELOPER"

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present and future partners, their respective legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.)

**AND**

**MR.**

Age. \_\_\_years, Occ. :

PAN NO.

UID NO.

R/at:

Hereinafter called the "ALLOTTEE/ PURCHASER"

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all their present and future partners, their legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.)

**AND**

**1) MR. VISHNU PANDURANG SATAV**

Age about 53 yrs, Occupation : Agriculturist

PAN NO : A00PS0372G

**2) MR. DATTATRAY PANDURANG SATAV**

Age about 63 yrs, Occupation : Agriculturist

PAN NO : DLBPS7749H

**3) MRS. HIRABAI VISHNU SATAV**

Age about 52 yrs, Occupation : Agriculturist

**4) MR. SUNIL VISHNU SATAV**

Age about 34 yrs, Occupation : Agriculturist

**5) MR. ANIL VISHNU SATAV**

Age about 29 yrs, Occupation : Agriculturist

All R/at: Wagholi, Tal- Haveli, Dist- Pune

Pin No. 412 207

**6) MRS. VARSHA VISHNU NIMHAN**

Age about 31 yrs, Occupation : Housewife

R/at: Pashan, Pune

**7) MRS. MATHURA DATTATRAY SATAV**

Age about 61 yrs, Occupation : Housewife

**8) MR. APPASAHEB DATTATRAY SATAV**

- Age about 39 yrs, Occupation : Agriculturist
- 9) **MR. VISHAL DATTATRAY SATAV**  
Age about 29 yrs, Occupation : Agriculturist  
No. 7 to 9 all R/at: Wagholi, Tal- Haveli, Dist- Pune  
Pin No. 412 207  
Through their Constituent P.O.A. Holder  
**M/S. ROHAN BUILDCON**  
A partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at:  
Gat No. 650/2, Kesnand Road, Wagholi, Tal- Haveli, Dist- Pune  
**PAN NO. AAUFR3903K**  
Represented by its authorized Partners
- 1) **MR. JALINDAR VITTHAL SASWADE**  
Age about 44 yrs, Occupation : Business  
PAN NO : BXXPS1175H  
R/at : A/p Shikrapur, Tal- Shirur, Dist- Pune  
Pin No. 412 208
- 2) **MR. ARUN RAGHU THIGALE**  
Age about 50 yrs., Occupation : Business  
PAN NO : ADIPT1969Q  
R/at : Tinhewadi Road, Rajgurunagar, Tal -Khed  
Dist- Pune, Pin No. 410 505  
Hereinafter referred to as “THE OWNERS/CONSENTING PARTIES”  
(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include all their present and future partners, their legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.)

(The Promoter, Allottee & Owners / Consenting Party shall hereinafter collectively be referred to as the “**Parties**” and individually as “**Party**”).

WHEREAS, all that piece and parcel of land bearing (a) Gat No. 650, Hissa No. 2, (after phalnibara) area about 01H. 29R. plus pot kharaba 00H. 01R. i.e. total area adm. 01H. 30R. assessed at Rs. 05=42 Ps. situated at village Wagholi, Taluka Haveli, Dist. - Pune and (b) Gat No. 650, Hissa No. 3, (after phalnibara) area about 01H. 29R. plus pot kharaba 00H. 01R. i.e. total area adm. 01H. 30R. assessed at Rs. 05=42 Ps. i.e. total area adm. 02H. 60R. situated at village Wagholi, Taluka Haveli, Dist. - Pune and more particularly described in the schedule “I” hereunder written (hereinafter referred to as “**the project land**”).

AND WHEREAS, all that piece and parcel of land bearing Gat No. 650, area adm about 07H. 77R. Plus Potkharaba 00H. 04R. Totally area adm. about 07H. 81R. assessed at Rs. 32=50 Ps. situated at village Wagholi, Taluka Haveli, Dist. - Pune was originally stand in the name of Mr. Narayan Laxman Satav & Mr. Pandurang Laxman Satav (hereinafter referred to as the said “Owners”) as their selfacquired property. The said owners have raised the loan amount from Land Development Bank, which was duly paid by them, and accordingly charge of the bank has been removed by mutation entry No. 1260.

The said owners thereafter partitioned entire holding between them by applying to the Tahasildar, Haveli, and the said authority has ordered vide its No. VATAP/SR/44/99 dated 06/07/2002, and accordingly Gat No. 650/1, area about 03H. 89R. Plus Potkharaba 00H. 02R. total area about 03H. 91R. assessed at Rs. 16=25 Ps. came in the name of Mr. Narayan Laxman Satav & Gat No. 650/2, area about 03H. 88R. Plus Potkharaba

00H. 02R. total area about 03H. 90R. assessed at Rs. 16=25 Ps. came in the name of Mr. Pandurang Laxman Satav. And consequently name of Mr. Narayan Laxman Satav & Mr. Pandurang Laxman Satav has been recorded on 7/12 extract by Mutation entry No. 367, as a absolute owner of their respective share.

AND WHEREAS, Mr. Pandurang Laxman Satav expired on dated 21/01/2006 leaving behind his legal heirs Mr. Dattatraya Pandurang Satav, Mr. Vishnu Pandurang Satav, Mr. Dashrath Pandurang Satav, Kamalbai Vitthal Saswade and widow Laxmibai Pandurang Satav and accordingly name of the said legal heirs has been mutated on the 7/12 extract by Hindu Succession Act by mutation entry No. 2285.

AND WHEREAS, one of the heir Mrs. Kamalabai Vitthal Saswade release her rights in respect of the said land and accordingly executed a deed of release on dated 29/03/2006 which has been registered in the office of the Sub-registrar Haveli No. VII, Pune, vide its serial No. 2233/2006, and consequently name of Mrs. Kamalabai Vitthal Saswade has been deleted from the record of rights by mutation entry No. 2290 of Gat No. 650/2.

AND WHEREAS, Mrs. Laxmibai Pandurang Satav has executed a Deed of Release in favour of Mr. Vishnu Pandurang Satav, Mr. Dattatraya Pandurang Satav & Mr. Dashrath Pandurang Satav and relinquished all their rights, title & interest in the said property. And the said Deed of Release was executed on dated 04/03/2010 and same was registered in the office of the Sub-Registrar Haveli No. VII, Pune vide its serial No. 1787/2010 on dated 05/03/2010. And the name of Mrs. Laxmibai Pandurang Satav has been deleted from the record of rights by mutation entry No. 6029.

AND WHEREAS, the said Mrs. Manisha Sandip Gaikwad, Mrs. Nirmala Bapusaheb Kand & Mrs. Dwarka Rajendra Kad has also executed a Deed of Release on dated 05/09/2012 in respect of Gat No. 650/3 in favour of Mr. Dattatray Pandurang Satav and same has been registered in the office of the Sub-Registrar Haveli No. VI, Pune vide its serial No. 8649/2012 on dated 06/09/2012.

Meanwhile Tahasildar Haveli, Pune on 26/10/2010 vide its order HN/KV/5521/2010 to give effect to 7/12 extract as per Phalnibara made by Dy. Supendent Land record Gat No. 650 is divided into four separate Hissas as follows...

- a) Gat No. 650/1, area about 03H. 89R. Plus Potkharaba 00H. 02R total area about 03H. 91R. assessed at Rs. 16=25 Ps. owned by Mr. Narayan Laxman Satav
- b) Gat No. 650/2, area about 01H. 29R. Plus Potkharaba 00H. 01R total area about 01H. 30R. assessed at Rs. 05=42 Ps. owned by Mr. Vishnu Pandurang Satav
- c) Gat No. 650/3, area about 01H. 29R. Plus Potkharaba 00H. 01R total area about 01H. 30R. assessed at Rs. 05=42 Ps. owned by Mr. Dattatraya Pandurang Satav
- d) Gat No. 650/4, area about 01H. 30R. assessed at Rs. 05=41 Ps. owned by Mr. Dashrath Pandurang Satav. And same has been effected on 7/12 extract by mutation entry No. 6471 and Mr. Vishnu Pandurang Satav is the owner of Gat No. 650/2, area about 01H. 30R. and Mr. Dattatray Pandurang Satav is the owner of Gat No. 650/3, area about 01H. 30R.

AND, Mr. Jalindar Vitthal Saswade, Mr. Arun Raghu Thigale, Mr. Appasaheb Dattatray Satav and Mr. Sunil Vishnu Satav have formed a Partnership Firm namely M/s. Rohan Buildcon and have entered into a Deed of Partnership on 21/04/2015.

AND WHEREAS, one of the owner Mr. Vishnu Pandurang Satav for Gat No. 650/2 & Mr. Dattatray Pandurang Satav for Gat No. 650/3 with the consent from Mrs. Hirabai Vishnu Satav, Mr. Sunil Vishnu Satav, Mr. Anil Vishnu Satav, Mrs. Varsha Vishnu Nimhan, Mrs. Mathura Dattatray Satav, Mr. Appasaheb Dattatray Satav & Mr. Vishal Dattatray Satav have assigned development rights in respect of total area adm. 02H. 30R. and executed a development agreement in favour of ROHAN BUILDCON Through its Partners MR. JALINDAR VITTHAL SASWADE, MR. ARUN RAGHU THIGALE, MR. APPASAHEB DATTATRAY SATAV, MR. SUNIL VISHNU SATAV on dated 21/04/2015 for the purpose of developing which has been executed in the office of the Sub-registrar Haveli No. XXVII, Pune vide it's serial No. 1675/2015.

And also the said owners have executed a Deed of Power of Attorney in favour of ROHAN BUILDCON Through its Partners MR. JALINDAR VITTHAL SASWADE, MR. ARUN RAGHU THIGALE, MR. APPASAHEB DATTATRAY SATAV, MR. SUNIL VISHNU SATAV to do the necessary development work which was duly registered in the office of the Sub-registrar Haveli No. XXVII, Pune on dated 21/04/2015 vide serial No. 1676/2015.

AND WHEREAS, Mr. Appasaheb Dattatray Satav and Mr. Sunil Vishnu Satav have withdrawn their partnership from the said Partnership firm namely M/s. Rohan Buildcon and all four persons have again executed a Deed of Partnership on 22/10/2018. And as per the said partnership deed, only Mr. Jalindar Vitthal Saswade and Mr. Arun Raghu Thigale remain the partners of the said Partnership firm. Accordingly, **ROHAN BUILDCON Through its Partners MR. JALINDAR VITTHAL SASWADE and MR. ARUN RAGHU THIGALE** (Hereinafter referred to as the "Promoter") obtained absolute rights to develop the same.

AND WHEREAS, the promoter has filed an application to the Hon'ble Collector, Pune for obtaining the N.A. permission and after going through all the related documents Hon'ble Collector, Pune in exercise of the power vested in him under section 44 of Maharashtra Land Revenue Code 1966 pass an order granting N.A. permission for construction of building bearing its **Order No. PRH/PMRDA/NA/SR/76/2018 dated 01/11/2018.**

AND WHEREAS, the promoter have obtained from the Pune Metropolitan Regional Development Authority, Pune the sanction of the Building Plans of the Buildings which were constructed on the said land vide sanctioned No. **DP/BHA/Mouje Wagholi/ Gat No. 650/2+3/Case No. 340/17-18 dated 15/10/2019.**

AND WHEREAS, the present promoter has entered into an Agreement for Use of Road (Rasta Vaparacha Kararnama) with Mr. Vishnu Pandurang Satav, Mr. Dattatray Pandurang Satav, Mr. Eknath Narayan Satav, Mr. Chandrakant Narayan Satav and Mr. Dashrath Pandurang Satav on 11/10/2019 which was duly registered in the office of the Sub-Registrar Haveli No. VII, Pune vide its Serial No. 5257/2019. And as per the said Agreement, the parties have agreed to use an measuring 40ft x 1133 ft for the Road.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of "**ROHAN YUVA**" comprising of various buildings consisting of Residential / Commercial units. Though

the Promoter herein has right to develop the entire project land, the promoter has decided to carry out construction / development in phases and accordingly has identified / earmarked portion out of the project land as phase and is only subject matter of this agreement and the said project shall be known as **“ROHAN YUVA”** (hereinafter referred as **“Said Project”**) more particularly described in **Schedule - II**.

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

AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz. **“MR. ADIT ADMULWAR”** Regd. Office at: Flat No. 05, Third Floor, Shree Towers, Behind Magarpatta Chowk, Hadapsar, Pune 411 028 (hereinafter referred to as **“The Architect”**), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct on the project **“\_\_\_\_\_”** (mention only the particular phase / wing registered) (here specify number of buildings and wings thereof) \_\_\_\_\_ having \_\_\_\_\_ (here specify number of Basements / podiums / stilt and upper floors).

AND WHEREAS the Allottee has offered to purchase an **Apartment bearing No. \_\_\_\_\_ on the \_\_\_\_\_ Floor, (herein after referred to as the said “Apartment”) in the \_\_\_\_\_ wing** of the Building called (herein after referred to as the said “Building”) being constructed in the said project, by the Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the ScheduleII hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the **Real Estate (Regulation and Development) Act, 2016 with Maharashtra Rules 2017 and Maharashtra Regulations 2017** (hereinafter referred to as **“The Said Act”**) and rules and regulations made thereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his / her / their own attorney / advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or

any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

AND WHEREAS the authenticated copies of the plans of the Lay-out of the said project as approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS the authenticated copies of the plans of the Lay-out of the said phase as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said phase have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2A**.

AND WHEREAS the clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/ wing) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allottee intends to purchase and the allottee shall have the right to claim the same for is marked as **Annexure C3**.

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**.

AND WHEREAS the Promoter has obtained some of the sanctions/ approvals from the concerned local authority(s) to 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 Building Completion Certificate or Occupancy Certificate of the said Building.

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

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

AND WHEREAS the allottee has agreed to purchase the said unit 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.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G.**

AND WHEREAS the allottee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under **Registration No.** \_\_\_\_\_ have been annexed and marked as **Annexure F.**

AND WHEREAS the Allottee has applied for apartment in the said project for **Apartment No.** \_\_\_\_\_, **on** \_\_\_\_\_ **Floor, in Wing / Phase No.** \_\_\_\_\_, **having carpet area of** \_\_\_\_\_ **Sq. mtrs., and exclusive Terrace area adm.** \_\_\_\_\_ **Sq.mtrs. and Enclosed Balcony area adm.** \_\_\_\_\_ **Sq.mtrs. being constructed & situated in the said project along with Covered / Open Parking Space No.** \_\_\_\_\_, **area adm.** \_\_\_\_\_ **Sq.mtrs.** (hereinafter referred to as **the said Apartment**” and with limited common areas and facilities both of which are more particularly described in **Schedule III** and the floor plan of the apartment is annexed hereto and marked as **Annexure E**);

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said **Apartment is** \_\_\_\_\_ **Square meters and “carpet area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Allottee/s prior to execution of these presents 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/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Apartment as prescribed in the pay-

ment plan as may be demanded by the Promoter within the time and the manner specified therein.

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

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment and the **Covered parking** (if any) as specified above.

AND WHEREAS the Promoter in compliance of **section 13(1) of the Real Estate (Regulation and Development) Act, 2016** and Section 4 of the Maharashtra Ownership Flats Act 1963 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

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

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

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

AND WHEREAS 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;

And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

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

**1) CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Promoter shall construct the said building/s consisting of basement and ground / stilt / podiums, and \_\_\_ **upper floors** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

The Allottee/s herein do hereby give their irrevocable consent to the Promoter for the variations and modifications of the sanctioned building plans which do does not adversely affect the said unit agreed to



be purchased by the Apartment holder / Allottees herein. And promoter is free to make any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2) **CONSIDERATION/PRICE OF THE SAID APARTMENT:**

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Apartment No. \_\_\_\_\_, on \_\_\_\_ Floor, in Wing / Phase No. \_\_\_\_\_, having carpet area of \_\_\_\_\_ Sq. mtrs., and exclusive Terrace area adm. \_\_\_\_\_ Sq.mtrs. and Enclosed Balcony area adm. \_\_\_\_\_ Sq.mtrs. being constructed & situated in the said project along with Covered / Open Parking Space No. \_\_\_\_\_, area adm. \_\_\_\_\_ Sq.mtrs.** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed for the consideration of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_**

**Only)** including price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee **Covered / Open Parking Space No. \_\_\_\_\_ on \_\_\_\_ Floor in Building / Wing / Phase No. \_\_\_\_\_** being constructed in the layout. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

- 2.1) The total aggregate consideration amount for the apartment including covered parking spaces is thus **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only)**. The Allottee/s agrees and understands that timely payment towards purchase of the said Apartment as per payment plan / schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only)** as advance payment or application fee to the Promoter herein as follows:

Rs. \_\_\_\_\_ =00 Paid by Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_

Total Rs.	(Rupees	only)
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The receipt of which part consideration, the promoter herein does hereby own, admit and acknowledge and of and from the same and every part thereof does hereby acquit, discharge and release the Apartment Purchaser / Allottee/s herein forever.

- 2.2) And the Allottee/s hereby agrees to pay to that Promoter the balance consideration amount of **Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only)** in the following manner:

- i. Amount (10% of the total consideration) to be paid to the Promoter after the execution of this Agreement.
- ii. Amount (10% of the total consideration) to be paid to the Promoter on completion of the Plinth & First Slab of the building or wing in which the said Apartment is located.
- iii. Amount (15% of the total consideration) to be paid to the Promoter on completion of the Third slab of the building or wing in which the said Apartment is located.
- iv. Amount (15% of the total consideration) to be paid to the Promoter on completion of the Sixth slab of the building or wing in which the said Apartment is located.
- v. Amount (05% of the total consideration) to be paid to the Promoter on completion of the Eighth slab of the building or wing in which the said Apartment is located.
- vi. Amount (05% of the total consideration) to be paid to the Promoter on completion of the Tenth slab of the building or wing in which the said Apartment is located.
- vii. Amount (05% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- viii. Amount (05% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- ix. Amount (05% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- x. Amount (05% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- xi. Amount (05% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- xii. Balance Amount (05% of the total consideration) against and at the time of handing over the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess, GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handing over the possession of the Apartment.

- 2.3) The Total Price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The pro-

moter may charge the allottee separately for any upgradation/ changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority

- 2.4) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital Email to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.
- 2.5) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Allottee/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the Apartment, if any such Certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Promoter on the purchaser producing such Certificate within 02 months of the Possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the 02 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.
- 2.6) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. 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 Allottee.
- 3) **MODE OF PAYMENT:**  
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheques / demand drafts or online payments / RTGS / NEFT / IMPS Transactions etc (as applicable) in favour of **"ROHAN BUILDCON"**.
- 4) **ADJUSTMENT/APPROPRIATION OF PAYMENTS :**  
The Allottee/s authorises the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 5) **INTEREST ON UNPAID DUE AMOUNT:**  
Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per

annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal 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 delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

**6) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said apartment to the Promoter.

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

**7) DISCLOSURE AS TO FLOOR SPACE INDEX:**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.19 and Promoter has planned to utilise Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilised by him on the project land in the said Project and 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 utilising the proposed FSI and on the understanding that the declared pro-

posed FSI shall belong to Promoter only. However the Promoter herein shall be entitled to utilize the permissible unutilized FSI from out of the said total layout to the permissible extent and or the Transferable Development Rights (TDR) that may be available in respect of the portion of the land covered under road widening, acquisition as and when the same is made available for use to the Promoter herein and or is entitled to purchase additional Transferable Development Rights (TDR), from the open market and is entitled to utilize the same on the said property, for which the Allottee/s herein has/ have given their irrevocable consent and or shall always be deemed to have given his/her/their respective irrevocable consent, and in the event of the Developer / Promoter deciding to utilize such balance unutilized FSI and or TDR on the said property no fresh consent of the Allottee/s herein shall be necessary, accordingly the Developer / Promoter herein has purchased / is entitled to use balance unutilized FSI/ to purchase additional TDR from the open market and is entitled to utilize the same on the said plot of land for construction of various units.

**8) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:**

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

**9) SPECIFICATIONS AND AMENITIES:**

The specifications and amenities of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Schedule IV** hereto. Common amenities for the project on the said land are stated in the **Schedule V** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customisation permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

**10) COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

Management Act, 1999 or other laws as applicable, as amended from time to time.

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

**11) POSSESSION OF THE APARTMENT:**

**Schedule for possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Apartment on **Within 03 (Three) years from 01st January 2020.**

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

- i. War, Civil commotion or act of God;
- ii. any notice, order, rule, notification of the Government ad/or other public or competent authority/court/tribunal/authority.
- iii. Non-availability of steel, cement, other building material, water or electric supply.
- iv. Any stay or injunction order from any Court.
- v. Pendancy of any litigation.
- vi. Delay or default in payment of any installment or dues by the said Unit Purchaser/s / Allottee/s. (This is without prejudice to the right of the Developer under Clause 4 above).
- vii. Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- viii. Any other circumstances beyond the control of the Developer or force majeure.
- ix. Changes in any rules, regulations, Bye Laws of various statutory bodies and authorities from time to time affecting the development and the project.
- x. Delay in grant of any NOC/permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/unit/road etc. or completion certificate from any appropriate authority.
- xi. Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, any act that is detrimental to the building as a whole.

Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development)

Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority.

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

**11.1) Schedule for possession of the Common amenities:** The Promoter herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction / development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities at the time of handing over the possession of the Apartment to the Purchaser.

The Allottee/s herein agrees and convey that he / she / they shall not be entitled to refuse to take the possession of the said apartment on the ground of non completion of aforesaid common amenities.

That the allottees further agree that even where 'substantial completion of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

**11.2) Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within **15** days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s 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/association of allottee/s, as the case may be.

It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

**11.3) Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Promoter as per clause abovementioned, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails or commits delay in taking possession of said Apartment within the time provided in above said clause, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

**11.4) Possession by the Allottee** After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

**11.5) Compensation** –That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within **30** days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

**12) TIME IS ESSENCE:**

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment



and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in abovesaid clause in this agreement or by Payment Plan set out in **Schedule**.

**13) TERMINATION OF AGREEMENT:**

Without prejudice to the right of promoter to charge interest in terms of clause No. 12 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

- (a) Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.
- (b) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any administrative expenses of an amount of **Rs. 50,000/- (Rs. Fifty Thousand Only)** and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter and the Promoter herein shall be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.
- (c) For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.
- (d) It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in subpara 13.a and 13.b herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against

each other except as provided hereinafter.

**14) DEFECT LIABILITY:**

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

- (a) Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- (b) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- (c) Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/ phase/ wing, and if the annual maintenance contracts are not done/ renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- (d) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- (e) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in

the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

**15. FORMATION OF ORGANIZATION / SOCIETY / ASSOCIATION OF APARTMENT HOLDERS:**

- (a) After completion of the construction work and sale of all the building/s in the project on the said total land, a separate association of apartment owners / Society including the Bye Laws of the proposed association of apartment's owners of the project/Bye-Laws a Co-operative Housing Society / Memorandum of Association and Articles of Association of company, as the case may be, shall be formed and if required by the Developer the Allottee/s shall sign all necessary documents. No Objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by the Developer as per his commitments to various persons, Allottee/s and or any other competent authority as the case may be. This condition is the essence of the agreement. Unless prevented by the circumstances beyond the control of the Developer, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment Ownership Act, 1970 / Maharashtra Co-operative Societies Act of 1960, Maharashtra Ownership Flats Act of 1963 and the flats/ property will be conveyed by the Developer herein as per the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made there under and after (a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/ land potential permissible to be utilized on the entire said land as per Development Control Rules of Pune (irrespective of previous sanction or not of FSI), (b) Sale of all flats in all building/s in the layout of the scheme (c) Acceptance of the draft of Deed of Declaration and Deed of Apartment by Promoter and (d) After receiving the entire amount & all dues from all the Purchaser/s including maintenance charges, outgoings, stamp duty, registration fees, applicable taxes by whatever name called etc. by all Purchaser/s whichever is later but within the prescribed limit as per as per the relevant provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made there under. This Agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules, 1972/Maharashtra Ownership Flats Act of 1963 and the Rules made there under, thereby submitting their flats to the provisions of the relevant Act.
- (b) The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye laws 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 common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies

or the Registrar of Companies, as the case may be, or any other Competent Authority.

- (c) The Promoter shall cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoter and / or the owners in the said structure of the Building or wing in which the said Apartment is situated.

OR

- (c) The Promoter shall cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor / Lessor / Original Owner / Promoter and / or the owners in the project land on which the building with multiple wings or buildings are constructed.
- (d) The Promoter shall/has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. the Developer shall at his own discretion choose to be a part of the Association for the said purpose. the Developer shall also be at liberty to transfer this right to any person/ organization/body etc. and the Purchaser/s in his/her/their individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same;

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

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

**17. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:**

- (a) The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.
- (b) The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter

to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

- (c) If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT), GST etc. is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (d) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith in Annexure G. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may 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 \_\_\_\_\_/ - per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
- (e) Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with

duediligence has accepted the aforesaid condition.

- (f) That the allottees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

**18. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:**

The Allottee shall on or before delivery of possession of the said premises keep deposited specified amounts with the Promoter, as follows :

- (i) For share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) For formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) For proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.
- (iv) For deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) For Deposit towards Water, Electric, and other utility and services connection charges &
- (vi) For deposits of electrical receiving and Sub Station provided in Layout.

**19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the 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;
- b) 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 project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report.
- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the allottee and based on these said details of the drawings an the calculations and areas shown, the allottee has agreed to take the said unit.
- f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, 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 Project, 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 Project, project land, Building/ wing and common areas;

- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

**20) COVENANTS AS TO USE OF SAID APARTMENT:** The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said Apartment and also the said project in which the said Apartment is situated.

- a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or byelaws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common pas-

sages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i) The Allottee shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up or without the



prior written consent of the Promoter.

- j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.
- m) That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, nonobservance or non performance of such obligations given specifically herein to the allottee.
- n) That any nominated surveyor / architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the Allottee as agreed mutually.
- o) That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.
- p) That the parking spaces sold to the allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle. That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.

**21) NAME OF THE PROJECT/ BUILDING/S / WING/S:**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “**ROHAN YUVA**” and building will be denoted by letters or name or as decided by the promoter and further erect or affix Promoter’s name board at

suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

**22) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SUBJECT APARTMENT**

After the Promoter executes this Agreement, he/she/they shall not mortgage or create a charge on the 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 charges shall not effect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

**23) BINDING EFFECT**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

**24) ENTIRE AGREEMENT AND RIGHT TO AMEND:**

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

**25) SEPARATE ACCOUNT FOR SUMS RECEIVED:**

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

**26) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right is to only to the use and unless

specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as **Annexure G**.

**27) MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:**

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building / phase / wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within fortyfive 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 additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

**28) 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

**29) REGISTRATION OF THIS AGREEMENT:**

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

intimation from the Promoter.

**30) PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:**

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Allottee/s or Association/Society i.e organisation as may be formed in which the Allottee/s will be the member.

The Allottee shall also pay to the Promoter a sum of **Rs. 10,000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney at Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

**31) WAIVER NOT A LIMITATION TO ENFORCE**

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

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

**32) SEVERABILITY**

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

**33) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the apartment to the total carpet area of all the apartments in the project.

**34) FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**35) PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the SubRegistrar. Hence this Agreement shall be deemed to have been executed at Pune.

**36) NOTICES**

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

Name of Allottee:

\_\_\_\_\_  
\_\_\_\_\_

Name of Promoter

**M/S. ROHAN BUILDCON**

Office at: Gat No. 650/2, Kesnand Road, Wagholi,

Tal- Haveli, Dist- Pune

E-mail ID: info@rohanbuildcon.net

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

**37) JOINT ALLOTTEES**

That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and 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.

**38) GOVERNING LAW**

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

**39)** At any stage during the implementation of the scheme, the Developer shall be at liberty to sell, assign or transfer or otherwise deal with its rights, title and interest in the said plot of land and the buildings to be constructed thereon provided that the same does not adversely affect of prejudice the rights granted in favour of the Allottees in respect of the said Apartment agreed to be purchased by him / her / them under the term of this Agreement and after the compliance of the necessary provisions of the said Real Estate (Regulation and Development) Act 2016 & Maharashtra Rules, 2017 and Maharashtra Regulations 2017.

**40)** The Allottee has informed the Promoter that the Allottee / Purchaser is / are an Investor/s and hence the Allottee reserves his / her / their right to claim Stamp Duty Set Off/ adjustment of Stamp Duty

paid by the Allottee on these presents in terms of Article 5 (g-a) (ii) of Schedule I of the Maharashtra Stamp Act 1958 in the event the Allottee assigns the benefit of this Agreement and his / her / their / its interest in the said Apartment to a subsequent purchaser.

**41) DISPUTE RESOLUTION**

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

**42) STAMP DUTY & REGISTRATION FEES:**

The stamp duty has been paid as per the provisions of the Maharashtra Stamp Act. 1958 of Sec 25B and necessary Registration has been paid as per The Registration Act 1908.

**SCHEDULE (I)**

**(Description of the freehold project land and all other details)**

All that piece and parcel of land bearing....

a) Gat No. 650, Hissa No. 2, (after phalnibara) area about 01H. 29R. plus pot kharaba 00H. 01R. i.e. total area adm. 01H. 30R. assessed at Rs. 05=42 Ps. situated at village Wagholi, Taluka Haveli, Dist. - Pune

b) Gat No. 650, Hissa No. 3, (after phalnibara) area about 01H. 29R. plus pot kharaba 00H. 01R. i.e. total area adm. 01H. 30R. assessed at Rs. 05=42 Ps. i.e. total area adm. 02H. 60R. situated at village Wagholi, Taluka Haveli, Dist. - Pune within the local limits of Zilla Parishad Pune and Taluka Panchayat Samittee Haveli, and also within the Jurisdiction of Sub-registrar Haveli No. I to XXVII, Pune and same land is bounded as follows :

On or towards the

East : By Property of Suman Dashrath Satav

South : By Property of Mr. Purushottam Patel & Mr. Eknath Satav

West : By Property of Gat No. 650/1

North : By Pune - Nagar Road

TOGETHER WITH ALL RIGHTS, TITLE AND INTEREST ATTACHED THERETO.

**SCHEDULE (II)**

(Description of the project/phase registered with the real estate regulatory authority under S.5 of the Real Estate (Regulation and Development) Act, 2016)

\* Building / Wing / Phase No. \_\_\_\_, Known as \_\_\_\_, out of the Project known as **“ROHAN YUVA”**

**SCHEDULE (III)**

**(Description of the Apartment and covered car parking, if any)**

1. Apartment No. : “\_\_\_\_\_”

2. Floor : “\_\_\_\_\_”

3. Building No. : “\_\_\_\_\_”, in **“ROHAN YUVA”** Project,

4. Carpet Area about “\_\_\_\_\_ sq.mtrs.”

5. Adjacent Open/Enclosed Balcony Area about “\_\_\_\_\_ sq.mtrs.” for exclusive use of the said apartment.

6. Adjacent Terrace Area about “\_\_\_\_\_ sq.mtrs.” for exclusive use of the said apartment.

7. Exclusive right to use **One Covered Car Parking on ground/podium**, which will be allotted at the time of delivery of possession of the said apartment.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within-signed on the day, month and the year first above written.

**Sealed Signed and Delivered**  
withinnamed Promoter & POA Holders  
through the owners/Consenting party

**M/S. ROHAN BUILDCON**  
Represented by its authorized Partners  
**1) MR. JALINDAR VITTHAL SASWADE** \_\_\_\_\_

**2) MR. ARUN RAGHU THIGALE** \_\_\_\_\_

**Sealed Signed and Delivered**  
withinnamed Allottee / Purchaser  
**MR.** \_\_\_\_\_

**Witness :**

1. Sign	2. Sign
Name	Name
Address.	Address.

**SCHEDULE (IV)**  
**(Specification for the Apartment)**

- 1)
- 2)
- 3)

**SCHEDULE (V)**  
**(Here set out the nature, extent and description of common amenities, areas and facilities to the project)**  
1.  
2.  
3.  
4.  
5.

- LIST OF ANNEXURES**
- ANNEXURE A:** Authenticated Copy of the Certificate of the title issued by the advocate.
- ANNEXURE B:** Authenticated Copies of Property Card/7x12 Extract or any other revenue record showing nature of the title of the Promoter to the said land.
- ANNEXURE C1:** Authenticated Copy of Building permission /Commencement certificate
- ANNEXURE C2:** Authenticated Copy of the authenticated copies of the plans of the Layout of the said phase as proposed by the Promoter
- ANNEXURE C2A:** Authenticated Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration

- ANNEXURE C3:** Authenticated Copy of clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allottee.
- ANNEXURE D:** Authenticated Copy of the plans and specifications approved by the concerned local/planning authority.
- ANNEXURE E:** Authenticated Copy of floor plan of the said apartment.
- ANNEXURE F:** Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)
- ANNEXURE G:** List of items that would be covered as Maintenance of the Project.