

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE AND EXECUTED ON THIS
____ DAY OF _____ 2018 AT PUNE.**

BETWEEN

SHRI. TEJRAJ GANPATRAO PATIL. Age about - 46 years,
Occupation - Business, Address at - 301, Bonita Vasantryao
Deshmukh Path, Off Ghole Road, Shivajinagar, Pune - 411005
Through its Sole Proprietor - TEJRAJ PROMOTERS AND BUILDERS,
having its office at 301, Bonita Vasantryao Deshmukh Path, Off Ghole
Road, Shivajinagar, Pune - 411005. PAN NO:-AAMPP2082M.

HEREIN AFTER REFERRED TO AS “THE PROMOTER”.

[which expression shall unless repugnant to the context mean and
include all its legal heirs, legal representatives, successors in title,
executors, assignees, agents, attorneys etc].

--- PARTY OF THE FIRST PART.

AND

1] SHRI. _____

Age about - _____ years, Occupation - _____

PAN NO:-

Address at - _____

2] SOU. _____

Age about - _____ years, Occupation - _____

PAN NO:-

Address at - _____

**HEREIN AFTER SHALL BE REFERRED TO AS “THE
ALLOTTE/S”.**

[Which expression shall unless repugnant to the context mean and include all its legal heirs, legal representatives, successors in title, executors, assignees, agents, attorneys etc].

--- PARTY OF THE SECOND PART.

AND

- 1] SOU. SHARMILA RAGHUNATH KANVINDE.**
Age about – 52 years, Occupation – Housewife,
- 2] SHRI. SUNIL MANOHAR NADKARNI.**
Age about – 57 years, Occupation – Medical Practitioner,
- 3] SOU. VANITA RAJESH DALVI.**
Age about – 42 years, Occupation – Housewife,
- 4] SHRI. T UMESHCHANDRA GOPALKRISHNA RAO.**
Age about – 82 years, Occupation – Retired,
- 5] SOU. FARIDA BEGUM SHERKHAN PATHAN.**
Age about – 62 years, Occupation – Retired,
- 6] [i] SHRI. DILIP P NIRGUDKAR.**
Age about – 69 years, Occupation – Business,
[ii] SOU. DIPALI DILIP NIRGUDKAR.
Age about – 62 years, Occupation – Housewife,
- 7] SHRI. BHAVESH BHARATKUMAR SHAH.**
Age about – 44 years, Occupation – Business,
- 8] SHRI. TEJRAJ GANPATRAO PATIL.**
Age about – 44 years, Occupation – Business,
- 9] SOU. ASHA SHARAD MASHELKAR.**
Age about – 67 years, Occupation – Housewife,

10] SMT. DNYANDA MUKUND NAIK.

Age about – 67 years, Occupation – Housewife,

11] SHRI. TEJRAJ GANPATRAO PATIL.

Age about – 42 years, Occupation – Business,

12] [i] SMT. VIMAL AROON RASNE.

Age about – 69 years, Occupation – Housewife,

[ii] SHRI. YOGESH AROON RASNE.

Age about – 47 years, Occupation – Business,

Through its Power of Attorney Holder

TEJRAJ PROMOTERS AND BUILDERS, having its office at 301, Bonita Vasantrya Deshmukh Path, Off Ghole Road, Shivajinagar, Pune – 411005. PAN NO:- AAMPP2082M, Through its Sole Proprietor – **SHRI. TEJRAJ GANPATRAO PATIL**. Age about – 46 years, Occupation – Business, Address at - 301, Bonita Vasantrya Deshmukh Path, Off Ghole Road, Shivajinagar, Pune – 411005.

HEREIN AFTER SHALL COLLECTIVELY BE REFERRED TO AS “THE OWNERS/CONSENTING PARTIES”.

[which expression shall unless repugnant to the context mean and include all its legal heirs, legal representatives, successors in title, executors, assignees, agents, attorneys etc].

--- PARTY OF THE THIRD PART.

WHEREAS –

ALL THAT PIECE AND PARCEL of the Land bearing Sub – Plot No.3 out of Final Plot No.397, City Survey No.967, admeasuring 959.70 Sq.mtrs, situated at Bhamburda Shivajinagar, Taluka Haveli, District Pune and within the jurisdiction of Sub-Registrar, Haveli and within the limits of Pune Municipal Corporation and which is described in

Schedule written herein under and for the sake of convenience herein after shall be referred to as the **“Said Land”**;

The said City Survey No.967, Final Plot No.397 was divided into many plots out of which Plot No.3 was purchased by Shri. Arvind Chimanlal Shah from Smt. Vimalaben Kanchan Kapadia and others for Sale Deed dated 22/02/1979, which came to be registered with Sub – Registrar Haveli No.2, Pune vide Serial No.498/1979 and in the said manner the name of Shri. Arvind Chimanlal Shah came to be incorporated on Property Card Extract as Owner and Holder of Said Plot No.3;

Thereafter the said Owner Shri. Arvind Chimanlal Shah developed the Said Property by constructing a Building thereon comprising of 12 Apartments as per sanctioned Building Plans approved by Pune Municipal Corporation bearing Commencement Certificate No.585, dated 22/02/1979 and subsequently revised by Revision Plan bearing No.7989, dated 01/09/1982. Later on Completion Certificate bearing No. 3619, dated 06/09/1982 also came to be issued by Pune Municipal Corporation;

Further the said Owner Shri. Arvind Chimanlal Shah submitted the Said Property together with the added construction thereon to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration [together with bye laws] dated 1985, Registered in the office of the Sub – Registrar Haveli No.2, vide Serial No.3478/1985 under section 2 thereon, thus bringing into existence an Association of Apartment Owners in the name and style of Condominium of “Bhagyadeep Apartments Condominium” and herein after shall be referred to as “The Said Apartments”. Thus the Said Building comprising of 12 [twelve] Independent Residential Units came to be held by the persons thereof and which are described above as Owners. The said Members are the Owners of their respective Apartments

along with undivided share in the Said Property seeking through the previous holders. As the original of Deed of Declaration dated 1985 is lost from the custody/office of the owners/members of the said Bhagyadeep Apartment Holders and regarding the same they have filed Occurrence Report before Chhattursinghi Police Station dated 21/05/2015. Also Public Notice dated 21/05/2015 regarding same is published. To the said Public Notice, it has not received any objection to said Public Notice nor they have received any communication from Police Authorities regarding said Deed of Declaration;

Further the said Members each by their Acceptance Letter dated 25/04/2013 issued Acceptance Letter in favour of Tejraj Promoter and Builders as Promoter for the redevelopment of their old Apartment Building;

Further the Said Apartments Owners decided to Re-develop the Said Land by assigning the Re-development Rights in favour of any Promoter having long standing of good reputation and in furtherance of the said intention decided to assign the Re-development Rights of the Said Land in favour of Tejraj Promoters and Builders, A Sole Proprietary Concern through its Sole Proprietor Shri. Tejraj Ganpatrao Patil i.e. Promoter and necessary resolution regarding the same was passed;

Further accordingly discussions and negotiation took place between the Said Apartments Owners and said Promoter and pursuant to the negotiations taken place by and between the said parties, the said Apartments Owners decided to grant Re - development Rights of the Said Land to the said Promoter and made and executed Registered Development Agreement and Power of Attorney both dated 31/12/2014, joining each Apartment Owners as party to the said Agreement, which came to be registered with Sub-Registrar Haveli No.17, Pune vide Serial No.1410/2015 and 1411/2015 respectively registered on 20/03/2015 with the terms and conditions enumerated in the

said Agreement and in the said manner the said Tejraj Promoters and Builders acquired the entire rights of re-development of the Said Land;

Further Deed of Declaration under section 2 of Maharashtra Apartment ownership Act was executed and registered on 23/03/1985 by A. C. Shah same copy was not traceable and hence Arvind Chimanlal Shah and all Flat Owners/Apartment/Owners executed and registered the Deed of confirmation to Deed of Declaration of Bhagyadeep Apartment condominium same was registered in the office of Sub Registrar Haveli No.15 vide sr no.672/2016 on 19.01.2016

The Promoter herein through their Architect namely M/S Shinde Joshi Associates prepared and submitted the Layout Plans and Building plans to the Pune Municipal Corporation which issued Commencement Certificate bearing No.. CC/3227/15, dated 30/12/2015; Revised Commencement Certificate bearing No.. CC/4186/15, dated 21/03/2016, Revised Commencement Certificate bearing No.. CC/0132/18, dated 13/04/2018;. and earmarked as Annexure V.

The Promoter got the Building Plans sanctioned from Pune Municipal Corporation and taken requisite permissions from various offices in respect of said Scheme;

The Promoter have proposed to construct on the Said Land multistoried building of parking + 5 floors **[hereinafter referred to as ‘The Said Building’]**;

The Promoter have entered into standard agreement with Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects, whereas the Promoter have appointed a Structural Consultants namely J +W Consultant for the preparation of the Structural Design and drawings of the Building/s and the

Promoter accept the professional supervision of the Architect and the Structural Engineer till the completion of the building/s; However the Promoter shall have the right to remove and substitute the Architect until the said entire Project shall be completely Developed.

The Promoter alone have the sole and exclusive right to sell the Apartments/shops in the said Building/s to be constructed by them on the Said Land and to enter into agreement/s with the Allottee/s of the Apartment and to receive the sale price in respect thereof;

The Party of the First Part is the Promoter herein, Party of the Second Part herein is/are the Allottee/s and Party of the Third Part are the Owner/Consenting Party;

The Allottee/s demanded from the Promoter and the Promoter have given inspection to the Allottee/s of all the documents of title relating to the Said Land and the sanctioned plans, designs, and specifications prepared by the Promoter's Architect M/s Shinde Joshi Associates the User Manual prepared by the Promoter and of such of other documents as are specified under the Real Estate Regulation Act, 2016 [RERA], (hereinafter referred to as the SAID ACT) and the rules made thereunder;

The copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter copies of the Property Card or extract of village forms VI or VII & XII or any other relevant revenue record showing the nature of the title of the Promoter to the Said Land on which the Apartments/Shops are to be constructed and plans and specification of the agreed Apartment to be purchased by the Allottee/s duly approved by concerned local authority i.e. Pune Municipal Corporation have been separately given;

AND WHEREAS the authenticated copy of the title certificate issued by the Advocate of Promoter have been annexed hereto and marked as 'Annexure' I.

The Promoter have got approved from the concerned local authority i.e. Pune Municipal Corporation the plans the specifications, elevations, sections and details of the Said Building/s;

While sanctioning the said plans concerned local authority i.e. Pune Municipal Corporation, and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Land and the Said Building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building/s shall be granted by the concerned local authority ;

AND WHEREAS the authenticated copies of the Sanctioned Plan certified by the architect of the Promoter herein according to which the construction of the building and open spaces are proposed and approved by the concerned Local Authority have been annexed hereto and marked as 'Annexure' II. (For the sake of convenience of registration, smaller image of the plan sanctioned by the Planning Authority is annexed hereto as Annexure II)

AND WHEREAS the authenticated copies of the Typical Floor Plan in respect of the said unit in the said project "DIVYATEJ" have been annexed hereto and marked as Annexure III. (For the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority is annexed hereto as Annexure III)

AND WHEREAS the specifications of the Apartment agreed to be purchased by the Allottee have been annexed and marked as Scheduled IV.

AND WHEREAS the authenticated copy of the property card with respect of the said land have been annexed and earmarked as Annexure IV.

AND WHEREAS the Promoter has agreed to provide common areas and amenities/facilities for common use of the allottees in the said project and the same shall be as described in the **Scheduled IV** hereto;

AND WHEREAS after the Allottee's enquiry, the Promoter provided the Allottee with the copies of all documents necessary for verification of title and requested the Allottee to carry out independent necessary search by appointing his/her/their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title and the Allottee has satisfied himself/herself/themselves about the marketable title of the Promoter in respect of the said property and therefore, agreed to purchase Apartment constructed on the said property which is more particularly described in the SCHEDULE "II", written hereunder and delineated in **RED** colour in plan annexed hereto in annexure III, and hereunder for the sake of brevity and convenience referred to as "**THE SAID APARTMENT**";

AND WHEREAS the Allottee has read and understood all the contents of the indemnity bonds/undertakings, etc through their consultant, Architect given by the Promoter to the Collector/ Town Planning Authority, Pune Municipal Corporation or any other authority, and terms and conditions mentioned therein, NA order and the Allottee agrees that this agreement is subject to the said terms and are also binding on him/her/them;

AND WHEREAS the Allottee has applied for the apartment in the said project for allotment of the Apartment no. _____, admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Ft. Carpet area on the _____th FLOOR in the building to be constructed /or constructed in the project known as “**DIVYATEJ**” on the said property (hereinafter referred to as **the said Apartment**” which unit more particularly described in **Schedule II written hereunder** and the floor plan of the said apartment is annexed hereto and marked as **Annexure III**);

AND WHEREAS the allottees has agreed to purchase the said Apartment based on and after 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 allottees strictly.

AND WHEREAS the allottees 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 allottees and that the allottees shall not hold the Promoter responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made him/her self 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, specifications mentioned hereunder in **SCHEDULED IV**;

AND WHEREAS the Allottee/s having satisfied with the above said title documents and sanctions inspected by him and further verified through his/her/their Advocate and Architect, agreed to purchase the said Apartment/Unit from the Promoter

and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned;

AND WHEREAS the allottee/s 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 allottees has now agreed to the same as conditions mentioned in these contracts and that the allottees agrees to abide by the same failure of which shall absolve the Promoter to that extent.

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

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 as described in the Schedule II written hereunder and the Promoter agreed to allot/grant exclusive and restricted right to use _____ mechanized car parking which accommodate 2 cars 1 below other Or _____ car parking 1 behind other car parking space, which is to be allotted by Promoter at the time of handing over of Project or Proposed modified Association of Apartment, whichever is later.

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 allottees 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 them on the payment of the entire agreed consideration as per this agreement.

AND WHEREAS the carpet area of the said Apartment is ____ sq. Mtrs. 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;

Prior to the execution of these presents the Allottee/s has/have paid to the Promoter a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment in compliance with clause 13(1) of the said Act), 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 earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing;

The Promoter has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No. _____; the authenticated copy of the same is annexed hereto and marked as ANNEXURE-VIII;

Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under:-

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

- 1] The Promoter shall construct the said Building/s consisting of **PARKING + 5 FLOORS** on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the building or common areas of the said project 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. The Promoter may also make such minor additions and alterations as may be required by the Allottee.

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

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

2) The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ and which Apartment is more particularly described in the schedule II hereunder written (hereinafter referred to as ‘the Apartment’) as shown in the floor plan therefore hereto annexed and marked Annexure III for the consideration of Rs. _____ (In words _____-)/ lumpsum consideration of Rs. _____ (In words _____-)

The carpet area means the net usable area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or dry balcony area and exclusive open terrace. The carpet area under internal walls however includes area covered by the columns of the building. Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee/s consent for the same and is aware that the consideration being lump sum will not change if the carpet area varies up to three percent

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

	Particulars	%	Amount in Rs
1	Before execution of the Agreement	10%	Rs_____/ -
2	On Execution of Agreement	10%	Rs_____/ -
3	On Completion of Foundation	10%	Rs_____/ -
4	On completion of the Plinth	15%	Rs_____/ -
5	On completion of First	5%	Rs_____/

	Slab		-
6	On completion of Second Slab	4%	Rs_____/
			-
7	On completion of Third Slab	4%	Rs_____/
			-
8	On completion of Fourth Slab	4%	Rs_____/
			-
9	On completion of Fifth Slab	4%	Rs_____/
			-
10	On completion of Sixth Slab	4%	Rs_____/
			-
11	On completion of Walls of the said apartment	5%	Rs_____/
			-
12	On completion of Internal Plaster of the said apartment	5%	Rs_____/
			-
13	On completion of Flooring, Terraces, Waterproofing of the said apartment	5%	Rs_____/
			-
14	On completion of Windows of the said apartment	5%	Rs_____/
			-
15	On completion of the Lifts, Water Pumps, fire fighting lines, Electrical Points	5%	Rs_____/
			-
16	At the time of handing over of Possession	5%	Rs_____/
			-
	Total	100	Rs_____/

It is made clear and agreed by and between the parties hereto that the Promoter and the Allottee shall mutually decide as to the chronological order of any of the stages / installments as detailed hereinabove.

Further the Promoter hereby agrees to grant/allottee the Allottee herein exclusive and restricted right to use ____mechanised car parking which accommodates ____cars ____below other. Or ____ car parking ____behind other car parking space for which Promoter has not taken any consideration for the same. The Allottee shall have the right to use the said parking space exclusively. However the Allottee shall not claim ownership rights in respect of said covered parking space which will be allotted by Promoter at the time of handing over of the Project. Further that the Allottee shall not in future raise any dispute about the suitability of the said Parking as constructed by Promoter.

- 2.2 The above consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, and Cess, GST (Goods and Services Tax) or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment and the above consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for any up-gradation / changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have

not been agreed upon herein or as shown in the website of the registered authority.

2.3 The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated in the payment schedule in writing or by digital E-mail 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, or demur, default, dispute or deduction.

2.4 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments at the rate as mutually decided by the Promoter and Allottee herein for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. However the 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, 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 cheque/demand draft or online payment (as applicable) in favour of ‘_____’ A/c No _____, IFSC code- _____, Central Bank of India, Camp Branch, Pune or any other Account as specified by the

Promoter, after following the due process of law time being inforce.

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.

Provided that in case the State Bank of India marginal Cost of lending rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

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.

- 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 _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ Sq.mtrs 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 _____ on 6th floor as proposed to be utilized 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 utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE

TITLE:-The Promoter has made full and true disclosure of the title of the said land 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 on the verification of the same through his/her/their Advocate and after satisfaction of the same has entered into this Agreement.

8.1 ENCUMBRANCES: The said **Promoter** has availed financial assistance by way of Term Loan, for development of the said Property from **Central Bank of India**, Camp branch,Pune 411001 (Said **Bank**) against the security of the 8 Apartments of the said Scheme constructed on the said Property by way of Registered Mortgage dated 28.01.2017, registered in the office of Sub Registrar Haveli No 23 vide Sr No 756/2017, in respect of the said property with the said bank.

The said Promoter had assured and agreed to obtain consent, recognition and approval to this transaction in the absolute sale of the said Unit on the terms and conditions hereinafter written, from the said Bank.

9. SPECIFICATIONS AND AMENITIES:-The specifications of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Scheduled IV hereto**. Common amenities for the project on the said land are stated in the **Scheduled IV** In the project as a building Parking + Five Floors under construction and considering to maintain the stability of the buildings and structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization

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

10.1 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.

10.2 The Promoter shall have 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:-

11.1 Schedule for possession of the said Apartment:- The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement, If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence; 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 or before _____.

The Allottee hereby agrees and confirms that it does not have any objection with regard to receiving the possession of the Apartment at such early date from the Promoter and, as such, hereby admits and undertakes to make full purchase price in respect of the Apartment and all other amounts payable by the Allottee in respect of the Apartment at such early date, in the event the Promoter is able to expedite the development of the project and handover the possession of the Said Apartment at such early date. It is clarified that in the event the Promoter provides the possession of the Apartment to the Allottee at such early date, then such early date on which the Promoter offers the possession of the Apartment shall be construed as the Possession Date under this Agreement. Provided however that the aforesaid Possession Date is subject to extension as per the dates provided at the time of registration of the project as per the Act.

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. Further, if the completion of building in which the Apartment is to be situated is delayed on account of the following events i.e., **FORCEMAJEURE**:

- i)** Non-availability or shortage of steel, cement, other building material, water, electric supply; shortage of workers.
- ii)** War, Civil commotion or Act of God
- iii)** Any notice, order, rule, notification of the Government and/ or Public or Competent Authority or any Decree/ order of any court/ tribunals/ authority.
- iv)** Delay or default in payment of any installment or dues by the Apartment/Unit Allottee/s.
- v)** Stay granted by any Competent Court or Law or any Competent Authority.
- vi)** Any change or amendment in any law, rule or notification of the Government or Public Competent Authority or any Development Plan.
- vii)** Delay by local authority in issuing or granting necessary Commencement certificate, completion or occupancy certificate, despite the Promoter/Owner having complied with all requirements.
- viii)** Delay in any grant of NOC permission /License installation of service such as electric connection meters / water connection / road, drainage by Pune Municipal Corporation or any Competent Authority
- ix)** Changes in any rules, regulation, bye laws of various statutory bodies and authorities from time to time affecting the development and the Project.
- x)** Any act beyond the control of Promoter
- xi)** pendency of any litigation
- xii)** Any stay or injunction order from any court

- xiii)** If there is modification or change of DC rules, Development Plans for allowing FSI/TDR etc. and due to that reason, if there is increased or decreased of FSI or TDR or anything then the project is delayed the Promoter is absolved or released or freed.
- xiv)** Any other mitigating circumstances due to which the development of the said real estate Project is not possible.

The Promoter shall not be liable to pay any compensation to the Allottee/s for delay on any account of the above mentioned reasons & or situations or conditions

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 45 days from the date of execution and registration of cancellation Deed in favor of Promoter. 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.

- 11.2 Procedure for taking possession:-** The Promoter, upon obtaining the occupancy certificate of the said Apartment and Part Occupation /completion of the Project 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 and measure 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/amended Association of Apartment, as the case may be.

If the Allottee/s requests the keys to the Apartment for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Allottee/s occupy the Apartment/s before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees known as “Tadjod” for the said pre-occupation of the said Apartment by the Allottee/s then the Allottee/s will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/her/their own Apartment and proportionate share to common areas and the Allottee/s shall keep the Promoter indemnified for the same.

11.3 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.

11.4 **Failure of Allottee to take Possession of [Apartment]:** Upon receiving a written intimation from the Promoter as per clause 11.2, 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 clause 11.2, 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.

11.5 That the allottees further agree that even where 'substantial completion' of works has been done and after receiving occupation certificate of the said Apartment and Part occupation certificate of the Project 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 Promoter 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 Promoter.

11.6 **Failure to deliver possession** -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 Promoter 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 from the date of execution and registration of such cancellation Deed. including compensation in the manner as provided under the Act.

The Promoter shall invite, the Allottee shall inspect the Apartment and take possession. The Allottee/s may exercise his right to inspect, measure, and confirm that he is satisfied with the Apartment. Upon the Allottee/s taking possession, it shall be deemed to be to the satisfaction of the Allottee/s. No objection thereafter shall be raised on these issues

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, at the time of handing over of the Apartment.

- 11.7. **Cancellation by Allottee/s:-** Further the Allottee herein is also made aware that depending upon various promises and assurances given by the allottee the Promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In the event of cancellation of the present agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc., from and out of the amount until then paid by the Allottee to the Promoter and then the Promoter shall be liable to repay only the balance amount (if any) as per the stages of amount received by the Promoter on resale of the said Apartment upon execution and registration of cancellation deed in favour of Promoter, Further the Promoter may also recover the charges from the Allottee/s separately if such allottee have specifically requested or approved of changes or upgradation in fittings, fixtures and specifications and any other facility with respect to upgradation or modification in the Standard unit as per the present Agreement, which have

been done by the Promoter on the Allottee/s request or approval as mentioned hereinabove. In this case reduction in price of the said unit will be considered as damages/loss of the Promoter in addition to the loss and expenses. In the event however that the price appreciates, the appreciation shall be to the account of the Promoter alone. This is in lieu of the fact that the Allottee will not have paid the entire consideration, and further that the cancellation is by the Allottee/s due to the fault of the Allottee and he/she/they cannot be rewarded for the same.

- 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 Amended Association of Apartment 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 instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in clause 2.1 in this agreement or by Payment Plan set out hereinabove.

The rate of interest payable by the Promoter to the Allottees or by the Allottees to the Promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus 2 percent.

Provided that in case the State Bank of India marginal Cost of lending rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

13. TERMINATION OF AGREEMENT:-

- 13.1 Without prejudice to the right of Promoter to charge interest in terms of Clause no.5 above, on the Allottee committing default in

payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement.

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

Provided further that upon termination of this Agreement as aforesaid, by execution and registration of Deed of cancellation , the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) the Promoter shall be entitled to retain, withhold and forfeit 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc., from and out of the amount until then paid by the Allottee to the Promoter and then the Promoter shall be liable to repay only the balance amount (if any) as per the stages of amount received by the Promoter on resale of the said Apartment upon execution and registration of cancellation deed in favour of Promoter, Further the Promoter may also recover the charges from the Allottee/s separately if such allottee have specifically requested or approved of changes or upgradation in fittings, fixtures and specifications and any other facility with respect to upgradation or modification in the Standard unit as per the present Agreement, which have been done by the Promoter on the Allottee/s request or approval as mentioned hereinabove (ii) the stamp duty,

registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination 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 notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Apartment and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Apartment (including rights incidental thereto) or any part thereof and/or against the Promoter.

The Promoter (if the cancellation is caused due to a fault of the Allottee/s or the Allottee/s cancels the agreement without a breach by the Promoter) shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise. In any event the Promoter shall not be liable to reimburse to the Allottee/s any government charges, stamp duty, registration fees, taxes etc. The amount specified above shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the Apartment.

It is agreed between the Parties hereto, that in case of termination of this Agreement by the Promoter, the notice of termination itself would be treated as cancellation of this Agreement without there being any necessity of execution of any such separate document

for cancellation of this agreement. However, this does not absolve the obligation of the Allottee to execute and register the cancellation agreement as stated herein above, and the Allottee's refund, if any, shall be subject to the cancellation being registered. The stamp duty and registration charges for such cancellation shall be borne by the Allottee/s.

The Allottee confirms that he/she/they will not be entitled to terminate this Agreement for any reason whatsoever, other than on account of Promoter's failure to handover possession of said Apartment within the stipulated period in this Agreement. Upon the execution and registration of the aforesaid Deed of Cancellation, the Promoter shall provide the Allottee with a letter of authority to enable the Allottee to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Allottee delays in coming forth for the registration of the aforesaid Deed of Cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the Apartment, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction

Upon the execution and registration of the aforesaid Deed of Cancellation, the Promoter shall provide the Allottee with a letter of authority to enable the Allottee to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Allottee delays in coming forth for the registration of the aforesaid Deed of Cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the Apartment, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

13.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/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 Allottee/s shall be entitled to receive the refund of consideration, as per receipts of payment in installment from prospective buyers/allottee .

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 13.1 and 13.2 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 obtaining occupation Certificate 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.

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 or any heavy load is stored in the said Apartment, balcony, terrace etc. without the written consent of the Promoter then any liability including the defect liability automatically shall become void. If, due to the Allottee's act or negligence the structure is damaged, the repairs shall be carried out by the Allottee who is responsible for such act and the Promoter shall not be liable for the same. If the amenities and facilities which are manufactured by other entity suffer from any defect then in that case the Promoter shall not be liable for the said defect and deficiency in that case. The Allottee or Association of Apartment shall make grievance against the said manufacturer and not against the Promoter.

The word defect here means only the manufacturing and workmanship defect/s , structural defect 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. Cracks due abnormal variation in temperature and seepage on account of heavy rain fall shall not mean defects. However the period of Defect liability is started from the date of obtaining Completion certificate.

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 Apartment are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/, 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.

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 Apartments and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to abnormal variation in temperature 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.

Howsoever for the purpose of defect liability on towards the Promoter, 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 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 Promoter 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 Promoter.

Title Insurance-

The Allottee is aware that as on today there is no Insurance Policy notified by the Government which will cover the insurance of title of the land and structure and therefore the Promoter has not taken any Insurance Policy about the same. Till the execution of Deed of Conveyance or any other document of the title the Government introduces any such policy that will cover the Insurance of title of the land and building, then the Promoter shall take such policy however the Allottee shall be liable to pay his proportionate share towards the said policy within 8 days from the receipt of demand made by the Promoter if the Allottee fails to pay the amount of Insurance within stipulated period then it will amount to breach of present agreement and the Allottee shall liable for the consequences mentioned in the present agreement. The Allottee shall be liable to pay the amount of such Insurance from time to time as and when demanded by the Promoter towards the insurance of title of the building and the land. However after forming of the Association of Apartment or any other legal entity then it shall be the responsibility of such legal entity to take the Insurance and to pay the amount of Insurance premium and Promoter shall not be responsible for the same.

- 15] The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under:
- a. The said Project shall be known and called as “DIVYATEJ”.
 - b. Owner/Promoter herein shall (subject to his right to dispose of the remaining Apartments, if any of the said Project) within 1 Year from and after a) Obtaining the full and final completion certificate in respect of the entire project in the

layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said property as earlier discussed or b) Sale of 51% of Apartment/s in all building in the layout of the scheme and on c) Acceptance of the draft of Amended Deed of Declaration by all the parties to this agreement and d) After receiving the entire amount of consideration and further all dues from all the Allottees including maintenance charges, outgoings, stamp duty, registration fees, service tax (if payable) etc by all Allottees whichever is later., shall execute a Amended Deed of Declaration and convey the title of the said property or Apartments along with common areas and facilities to the modified Association of Apartment as may be formed by the Promoter in respect of the said project.

- c. Each Apartment shall have undivided share in the form of percentage, arrived at on the basis of value/area of the outer surface area of the given Apartment to the total area of all the Apartments in the said Project .
- d. The Promoter shall execute and /or cause to be executed the conveyance in the nature of the Deed of Apartment as the case may be, relating to the concerned Allottee/s, within a period of 6_ months from the date of registration of aforesaid Amended Deed of Declaration, as the case may be.

In the event of the Ultimate Body being formed or registered before or final conveyance of the said property to the amended Association of Apartment formed by the Promoter, the sale or disposal by the Promoter of all the Apartments in the said Project Land or before the construction of additional storey/s which may be constructed by the Promoter on the said wing/building, subject to the approval of the concerned authorities, as the case may be, the powers and authorities of the said Ultimate Body so formed by the Allottee/s and Allottee/s of the other Apartments in the said Project Land shall be subject to the overall control of the Promoter. The Promoter shall have absolute authority and control, as regards

the disposal/sale of the unsold Apartments including Apartment/s of which the agreements are cancelled at any stage for some reason or other or the additional Apartment/s to be constructed on the said Project Land and/or other areas thereof and/or on contiguous or adjoining lands proposed to be acquired by the Promoter and acquired and merged following the provisions of the law and the disposal thereof, and all the Allottee/s of such Apartment/s shall be admitted as constituents of the Project, without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc., on the basis and in the same proportion as may be payable by the other constituents thereof. Taxes, if any, shall be paid by the Promoter in respect of the said unsold Apartment/s on account of the same being unoccupied and further that in the event of such refund of the local Taxes, in respect of such unsold Apartment/s, shall be to the credit of the Promoter alone., the Promoter shall not be liable to pay any maintenance charges of unsold Apartments to the Amended Association of Apartment formed by the Promoter in respect of the unit allottees in the said project and it is only the new Allottees of the unsold Apartments who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Allottee/s has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same forever. This condition shall also be binding on Allottee/s, further it is noted presently the property comprises of Apartment and Association Bhagyadeep is already in existence, further upon completion of this Redevelopment Scheme, promoter is entitled to modify or amend the Deed of Declaration by incorporating New Apartments which were constructed by him. Upon doing % (Percentage) of consenting Party may be change in accordance with effect of Redevelopment scheme. Promoter states unambiguously that property bears legal entity i..e. Association of Apartment within the meaning of Maharashtra Ownership Act and RERA Act and only modification in association shall

take place and no other legal entity than existing shall be formed and their fact is acknowledge by the allottee /Purchaser and formation of amended Deed of Declaration shall take place only upon obtaining Occupation certificate as stated above.

16. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:-

16.1 All the direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property / Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

16.2 By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax et cetera under concerned Acts/ Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering the Promoter and/or the Owner liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/collect, such tax(es), duties by the Allottee/s.

16.3 Allottee herein agrees to pay to the Promoter Rs _____ @ Rate of Rs 200/- per sq.mt. on total area one time corpus fund on or before getting the possession of the said Apartment from the Promoter, the said fund or amount shall be transferred by Promoter to the Proposed Divyatej Apartment condominium or any Apartment which will be formed at the sole desecration of the Promoter after getting completion certificate and giving possession to all flat allottees whichever is later. The corpus fund shall be utilised for the maintenance of Apartment and building by the said legal entity, in case in shortfall then legal entity /Apartment may demand additional maintainance charge from allottees and Allottees will comply the same as per there share in the expenses .

16.4 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 as per the actual expenses. Until the amended Association of Apartment is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined on carpet area basis. The Allottee further agrees that till the Allottee's share is so determined on carpet area basis the Allottee shall pay to the Promoter provisional monthly contribution of Rs _____/- per month towards the outgoings earlier written or at actual. 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 the structure of the building or wing

is executed in favour of the Association of Apartment as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Amended Association of Apartment.

- 16.5 If at any time, after execution of this agreement the Central Government/State Government/Local Authority/Revenue Authority/any other authority/any Court/Judicial Authority/Quasi Judicial Authority by way of any Statute/Rule/Regulation/Notification/Order/Judgment/Executive Power etc levies any tax /duty /charges /premium /levies/cess/surcharge/demands/welfare fund or any fund/betterment tax/sales tax/transfer tax/ turnover tax/works contract tax/service tax, VAT, Local Body Tax [LBT], Goods and Services Tax [GST], penalties etc and put in force or shall be in force prospectively or retrospectively, in respect of the said Apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid [and if the same is paid by the Promoter then reimbursed by the Allottee/s. The Allottee/s hereby indemnifies the Promoter from all such levies, cost and consequences. It is agreed that the liability and responsibility to pay such Service Tax/VAT, LBT, Goods and Services Tax [GST], penalties and interest thereon etc shall solely be on the Allottee/s. Further the Tax Deductible at Source shall also be paid by the Allottee/s. The Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Promoter is constrained to pay any such amount, the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty [if any] and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with the other claims of compensation/losses/burden undergone/undertaken by him. It is further agreed that there shall always be a charge/lien on the said Apartment in favour

of the Promoter against the amount payable by the Allottee/s to the Promoter towards the Service Tax/VAT, GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc regarding to this transaction. Further the Allottee/s has/have agreed that they are liable to pay the TDS amount upon execution of this Agreement.

16.6 All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Land/Building/s and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

16.7 Notwithstanding anything in the contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

16.8 The Promoter shall be responsible for applying with all the compliances for getting water connection from Planning

Authority and also responsible for creating internal water and drainage distribution system and further for getting electricity connection from the MSEDCL. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water and electricity to the Project. Further the allottees are made aware and expressly agree herein that after fulfilling all the compliances with the concerned authority if the project is out of water supply and there is likely to be low water supply and from the local authority then the allottee shall have to pay for the water charges either by tanker or any other form at actual cost and allottee/s agrees to pay such charges. Further the Allottee herein agrees that if there is no MSEDCL connection provided from the concerned authority in respect of the said unit and if the Promoter provides the same from its construction meter or Generator or other source then the Allottee herein shall pay the Promoter for such electricity provided at the rates applicable thereon.

17. 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 earlier.
- 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 Promoter has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the Promoter 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 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 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 Amended Association of Apartment the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Amended Association of Apartment;
- 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.
- m) Then Owners/Apartment holder/ Amended Association of Apartment/ Allottee/s herein shall alone be responsible for renewals inter alia of all permissions, sanctions, NOCs et cetera such as Fire NOC, Elevator NOC et cetera. Upon

completion of the said Project and offering to handover possession of newly constructed Tenements to the respective Owner the responsibility and liability of the Promoter in this regards shall stand discharged absolutely. Provided, any such liability of renewal under any law if discharged by the Promoter even after handing over the possession of the said Tenements to the said owners and the conveyance as envisaged herein, all the Apartment Allottees /Owners shall reimburse / compensate the expenses as may be incurred by the Promoter in that regard.

- 18] In case the said Apartment is under construction and the Allottee/s desires to carry out finishing/interior work i.e. flooring, tiling, plumbing, plastering, colouring, electrical, fabrication and/or any furniture work in the said Apartment as per his choice, then the Allottee/s shall do so at his/her own cost and risk. The Allottee/s hereby undertakes that:-
- a) The finishing/interior work shall be carried out in day time only without causing nuisance and inconvenience of whatsoever nature to other Allottee/s of the Apartments/ Association of Apartment and their family members.
 - b) The Allottee/s and/or his workers/labours/contractors do not throw dirt, rubbish, garbage, debris or any other refuse or permit the same to be thrown from the said Apartment in the compound of the building in which the said Apartment is situated.
 - c) The debris is dumped at the earmarked place pointed out by the Promoter or by its engineer or chairman/secretary of the existing Association of Apartment or amended new Association of Apartment to be formed on the Said Property.
 - d) The debris is disposed off immediately from the site on daily basis.
 - e) The sanitary rooms, installations i.e. bathrooms, W.C., drainage pipes , water outlets, nalni traps of the said Apartment, common toilets provided in the building in which

the said Apartment is situated are not misused and/or damaged by the workers engaged by the Allottee/s.

- f) The Allottee/s and /or his workers/labours/contractors etc do not use elevators for carrying material i.e. sand bags, cement bags, wooden boards, planks, sheets, tiles or any heavy packages etc. to the upper floors and damage the elevators and cause inconvenience to other allottees of the Association of Apartment.
- g) Water taps are closed and electrical switches are switched off after days work.
- h) Electricity required for carrying out finishing work/interior work is not used from common electricity meter.
- i) Water required for civil work is not used from the underground/overhead water tank and /or corporation tap.

In the event of any part of the said building such as walls, common passages, flooring, lift, staircase, electrical fittings, railings, entrance gate etc. getting damaged in any manner and to any extent whatsoever on account of negligence or default of the workers engaged by the Allottee/s, the Allottee/s shall be liable to pay damages and to reinstate such part of the building entirely at his/her own cost and consequences. While deciding the amount of damages caused to the building or any of its part, the decision of the Promoter shall be final and binding on the Allottee/s.

In case of occurrence of any accident while carrying out finishing/interior of the said Apartment the Allottee/s shall be solely liable for the cost and consequences. The Allottee/s shall indemnify the Promoter and keep them indemnified till the Allottee/s finished his said interior work/furniture work, against all damages, disputes, claims and losses arising out of the said interior work/furniture work.

- 19. 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 bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- b. Not to store in the Apartment any goods which are 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 passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public

authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the 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 amended Association of Apartment.
- 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/s shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, GST, service tax etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter herein.
- j. The Allottee shall observe and perform all the rules and regulations which the Amended Association of Apartment 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 amended Association of Apartment regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Amended Association of Apartment, or till the sale of all the units in the said project by the Promoter whichever is later, 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 building or any part thereof to view and examine the state and condition thereof.
- l. That the allottee shall indemnify and keep indemnifying the Promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.
- m. To install split air-conditioner/s or wall A.C. in the Apartment/s only in the designated space/s provided in the said Apartment/s for the same and shall not install air-conditioner or wall air-conditioner/s or any other type in any part of the Apartment/s which will protrude/project substantially outside the said Apartment/s, or be required to be affixed/installed outside the said Apartment/s;
- n. Not to do or carry out any painting, decoration or other work to the exterior of or outside the Apartment/s, without the prior written permission of the Promoter and the Amended Association of Apartment.
- o. Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or outside the Building and/or in any part of the said Project (except the Allottee's name plate at the designated place and not exceeding the size suggested by the Promoter/ Amended Association of Apartment, without the prior written permission of the Promoter and the Amended Association of Apartment;

- p. Not to cover or enclose in any manner whatsoever, the open terraces / garden, the open balcony/balconies or other open space/s (if any) forming part of or appurtenant to the said Apartment/s as also the said car parking space/s. If the Allottee/s would desire to affix/install grills to the windows, or grill/s or safety door/s to the main door/s of the said Apartment/s, then the Allottee/s shall obtain the prior written permission of the Promoter to do so and in order to maintain aesthetic /architectural elevation, the Allottee/s shall ensure that the designs and position thereof would be strictly in accordance with the stipulated designs and specifications and permission given by the Promoter in that regard;
- q. Not to hang clothes, garments or any other thing in the windows, balcony / balconies or the terraces/garden of or appurtenant to the said Apartment/s;
- r. It is agreed and understood by the Allottee/s that during the period of construction, the Allottee/s and/ or his/her/their family member/s or any other person/s on his/her/their behalf shall not enter the site and/ or building(s) till 30 days before the expected date of completion and any visit during this period by the aforesaid person/s shall be solely at the risk of the Allottee/s and the Promoter shall not be responsible and/ or liable for any untoward incident or accident. Also Promoter's project staff is not accountable to respond to Allottees' enquiries during the visit as the staff is expected to focus primarily on timely and quality construction.
- s. No verbal assurances/commitments given by any person shall be considered to be a commitment/assurance made by the Promoter and only the written commitments/ assurances as recorded in this agreement shall be considered as have been made by the Promoter.
- t. 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 the concerned party as agreed mutually.

- u. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remaining building common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the Promoter in this regards.
- v. That the proposed parking slot exclusively allotted 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 of not more than 2.00 tonnes on platform considering Lower level car height will be 2.00 Mtrs and Upper level car height will be 1.7 Mtrs . That this has been clearly made aware to the allottee and the same has been agreed by the allottee to follow.
- w. The Allottee/s shall not use or permit to be used the said Apartment or any part thereof for any purpose other than purpose as allowed by planning authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.
- x. Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Promoter shall not be considered or construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- y. Nothing contained in this agreement in these presents is intended to be or shall be construed to be grant, demise, assignment, conveyance or transfer in law of the said

Apartment, the said Land or the said Building/s or any part thereof or any interest therein whatsoever, such conferment taking place in the manner that shall be recorded in the final documents which in this behalf will be executed in the manner herein envisaged.

- z. The Allottee is aware of the fact that the Promoter shall allot exclusive facilities to Apartment allottees like the dwelling units or Apartments, gardens, adjacent terrace, overhead top terrace, covered parking, open parking and other limited common areas or any other tenements and/or premises in the building and structure to be constructed on the said property and/or to enter into any package deal arrangement for allotment of all such Apartment/s in the building to be constructed on the said property at any such price and on such terms and conditions and provisions as the Promoter may think fit and any terms which may be imposed by any authority or authorities, provided always that the Promoter shall not be released or discharged from his liabilities and obligations hereunder to the Apartment Holders. The Allottee shall not be entitled to raise any objection in respect of allotment of the same.
- aa. The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said Land/Building/s prior to conveyance and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and in the said Land/Building/s are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.
- bb. The common facilities like lifts, generator, water pumps, mechanical and hydraulic parking etc need frequent repairs and maintenance. It shall be the duty and responsibility of the board of managers/elected committee members of the Condominium elected from time to time to maintain the

aforesaid common amenities and facilities and ensure that no untoward incidence such as accident, loss of life, damage to the property takes place at the site during the tenure. The responsibility of such happenings shall be directly on the board of managers/elected committee members of the Condominium as the case may be. If such incidence occurs Promoter will not be responsible for the cost and consequences.

The Allottee/s herein is aware of the fact that as part and parcel of the negotiations between the owners/ Apartment holders and the Promoter herein and further as per the clause No. 16 (i) on page No 11 of the Redevelopment Agreement dated 20.03.2015, the Promoter has allotted 80% top terrace area to the Apartment Holder No. 502 , 503 and 504 for their exclusive use and occupation. The said terrace has access directly from the Apartment No. 502 , 503 and 504. (Details annexed herewith as Annexure VI). The Allottee herein accepts the same and has no objection in respect of the same. The Allottee assures the Promoter that he/she/they are satisfied with the disclosure and shall not raise any grievance in respect of the allotment of overhead Top Terrace.

However the Allottee or the Association of Apartment shall have a right of access/use for going to the said top terraces for the purpose of maintenance and not for any other purpose.

The Allottee is aware that there are some Apartments to which the exclusive and restricted right to use the Terrace above the building. Those Allottees shall give access to the said terraces for the purpose of maintenance.

20. 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 “**DIVYATEJ**” and the building will be denoted by letters or name - or as decided by the Promoter and further erect or affix Promoter name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme, entrance lobby. The Allottees/s in the said project/building/s or proposed Amended Association of Apartment are not entitled to change the aforesaid project name and remove or alter Promoters name board in any circumstances. Further the Allottee/s in the said project shall maintain such name board in good tenable condition. This condition is essential condition of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has 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 Apartment in the project.

**PROMOTER SHALL NOT MORTGAGE OR CREATE
CHARGES :**

After the Promoter executes this Agreement he 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 charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

- 21. 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

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Amended Association of Apartment (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 Amended Association of Apartment from time to time.

23. 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 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 forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand 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 2.1

of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

24. **PURCHASE OF THE UNIT AS JOINT ALLOTTEE/S** :It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint allottee/s and not allottee/s in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.

25. **ALLOTTEES RIGHT RESTRICTED TO THE SAID APARTMENT**: Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter and/or the Amended Association of Apartment, until the conveyance is made in favour of the Amended Association of Apartment to be formed by the Promoter.

The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said

Property/ Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and/or in the said Property / Building are impartible and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.

26. **WITHDRAWAL OF EARLIER ADVERTISEMENTS:** The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to execution of this present i.e. Agreement and the same are not in use since then; and the Allottee/s hereby acknowledges the same. The Allottee/s further hereby admit and confirms that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Promoter only.
27. **MAINTENANCE TILL THE FINAL CONVEYANCE :**The Allottee/s hereby agrees that till the management of the said Building of the said Project is handed over to the Amended Association of Apartment formed by the Promoter herein by executing the necessary documents of Title in its favour, the Promoter shall be entitled to look after day to day maintenance of the said Project /Building to be constructed on the said Property /Project Land. The Allottee/s and the Owners / Amended Association of Apartment hereby agrees to authorize the Promoter to act as a designated authority of the said Project, open temporary bank account in the name of the said Project till its completion and operate the same through nominees in capacity of designated authority, to demand and receive amount of contribution from Apartment Allottee/s including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed

over to the said Amended Association of Apartment to be formed by the Promoter, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Apartment Allottee/s for maintenance, housekeeping and essential common areas and amenities/facilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Property /Building to the said Amended Association of Apartment which shall be formed by the Promoter herein. The Allottee/s hereby agrees to pay the Promoter on demand additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the said Amended Association of Apartment to be formed by the Promoter.

28. MISCELLANEOUS :

- a. For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Apartment payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.
- b. The Allottee/s has/have willingly participated in the said Project of the Promoter and the Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and

Allottee/s hereby indemnify to keep the Promoter harmless and free from such losses.

- c. The Promoter herein shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.
- d. The Allottee/s and/or the Owners/ Proposed or modified Association of Apartment herein shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act, 1966, viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities / departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and the Owners/ Proposed or Modified Association of Apartment, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.
- e. Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 1941A, read together with the Income Tax Rules, 1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment

to the Promoter under this Agreement shall be acknowledged / credited by the Developer to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules, 1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

The Developer hereby informs that as per DC Rules, the local authority or sanctioning authority granted various sanctions with respect to the bedroom, puja room, study room etc. However, it is not incumbent on the Allottee/s to continue the same use but Allottee/s may use the sanctioned rooms as per suitable requirement only for residential purpose.

- f. In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agree to do so without holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.
- g. If the Allottee/s is purchasing the said Apartment from the Promoter for investment purpose, then the Allottee/s shall be entitled to sell the said Apartment even during the construction stage to any person of own choice. The Promoter shall issue in his/her/their favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays the agreed consideration amount to the Promoter till the stage of construction as per payment schedule enumerated in Clause No.2 before so selling the said Apartment and ii) the subsequent purchaser of the said Apartment absolutely consents to abide by all terms and condition of this Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers/assigns the said Apartment in favour of the subsequent Purchaser/s within stipulated period laid down by relevant law/s time being in force, the Allottee/s/subsequent purchaser will be entitled to applicable discount, if any, by way of adjustment in the Stamp Duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.
- h. In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement to Sell and Deed of Apartment of the said Apartment if Association of Apartment is formed and as and when executed and registered

to the financial institution. The Allottee/s agrees to do so without holding the Promoter responsible for the same and not to deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

- i. The Allottee/s prior to the execution hereof has/have perused(a) all the documents under which the Promoter acquired the ownership rights in the said Subject Land (b) all the documents under which the Promoter acquired Ownership Rights/Development Rights over the said Subject Land and to sell the Apartments constructed by the Promoter in the course of such development of the said Subject Land and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Subject Land and are satisfied with the legality and adequacy of the same.
- j. If the Promoter plans to develop the balance land and property/ies adjacent to the said Land in future and sell for consideration the Apartments of the project of the balance land and adjacent property/ies, the Promoter shall have right to utilize the amenities inter alia like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank/gas lines/reticulated gas supply system etc. of the said Project of the said Land for the proposed construction on the balance land and adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and adjacent property/ies and complete the construction of the adjacent Project/s.
- k. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area

plus balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Apartment to the total carpet area *plus* total balcony area *plus* total sit-out area *plus* total cupboard area (if any) of all the Apartments of the said Project, such area is called as Sharing area.

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

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

 - n. This agreement shall always be subject to the provisions of Maharashtra ownership Flat Act 1970, The Real Estate (Regulation and Development) Act 2016 and the rules made thereunder and will be always binding on Allottee and Promoter.
- 29] The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-
- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

 - (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

 - (iii) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

- (iv) Rs..... for Deposit towards Water, Electric, and other utility and services connection charges &
- (v) Rs _____ for Deposits of electrical receiving and Sub Station provided in Layout
- (vi) The Allottee/s shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease_.
- (vii) Rs. _____ as initial maintenance contribution from the date of being offered possession of the said Apartment to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Land and in the building/s standing thereon and the said Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold any payment of the amount demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter/Society/Association of Apartment shall be entitled to demand additional amount towards such short fall. .

30. 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 Promoter to the allottee for which consideration has been dispensed.

- 31. 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.

The Promoter has made it clear to the Allottee that the Promoter is going to register the said real estate project with regulating authority within period stipulated in the act. The data and other details mentioned in present agreement are tentative and those can be changed at the time of Registration of real estate project. Thereafter the Allottee shall not raise any objection towards the same.

In the present transaction the Allottee approached the Promoter independently and decided to purchase the said Apartment from the Promoter. There is no real estate agent involved in the present transaction and therefore the Promoter has not given any brokerage or commission to any real estate agent under any head and therefore the name of any real estate agent is not mentioned in the present agreement.

32. 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 Proposed or modified Association of Apartment 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. _____ 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 Proposed or modified Association of Apartment and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance in respect thereof.

33. WAIVER NOT A LIMITATION TO ENFORCE

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

binding on the Promoter to exercise such discretion in the case of other Allottees.

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

34. 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.

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, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. 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 **E-mails/** Registered Post at their respective addresses specified below:

1. **Mrs.** _____,
 2. **Mr.** _____,
- All R/at : _____
- E Mail :- _____

Promoters Address:

TEJRAJ PROMOTERS AND BUILDERS,

office at – 301, Bonita, Vasantryao Deshmukh Path, off Ghole Road,
Shivajinagar, Pune -411005

Email- legal@tejraj.in.

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. DISPUTE RESOLUTION :-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation

and Development) Act, 2016, Rules and Regulations, thereunder.

40. The Promoter hereby declares that it has already passed on discount in the consideration amount to the Allottee/s due to introduction of Goods and Service Tax and Allottee/s shall not be entitled to any additional discount on top of the discount already received by the Allottee/s for Goods and Service Tax.
41. The Promoter has given his power of attorney to Shri. _____ to present this document for registration on his behalf, executed by Owner/Builder/Promoter by way of Registered Power of Attorney at Serial No. _____ Dated _____ .

LIST OF SCHEDULES

SCHEDULE -I

(Description of the said PROPERTY)

DESCRIPTION OF LAND

ALL THAT PIECE AND PARCEL of the Land bearing Sub – Plot No.3 out of Final Plot No.397, City Survey No.967, admeasuring 959.70 Sq.mtrs, situated at Bhamburda Shivajinagar, Taluka Haveli, District Pune and within the jurisdiction of Sub-Registrar, Haveli and within the limits of Pune Municipal Corporation and the Plot is bounded as follows –

ON OR TOWARDS THE EAST :- By Sub – Plot No.8, 9 and 10.
ON OR TOWARDS SOUTH :- By 30 ft Colony Road.
ON OR TOWARDS WEST :- By Survey No.101.
ON OR TOWARDS NORTH :- By Open Space.

SCHEDULE -II
DESCRIPTION OF THE APARTMENT

Apartment no. _____, admeasuring _____ Sq. Mtrs. i.e. _____ Sq. Ft. Carpet area. Exclusive and restricted right to use terrace attached/appurtenant to the said Apartment admeasuring _____ sq. mtrs, dry terrace admeasuring _____ Sq.mtrs, enclosed balcony attached/appurtenant to the said Apartment admeasuring _____sq. mtrs, in the building constructed in the project known as “DIVYATEJ”

SCHEDULE -III

Area under cupboard/service shaft /Architectural projection admeasuring _____ sq.mtrs., internal staircase area admeasuring _____ sq.mtrs. and exclusive and restricted right to use Top Terrace admeasuring _____ sq.mtrs. on the ____th FLOOR without any consideration in the building constructed in the project known as “DIVYATEJ

SCHEDULE IV =
Specifications of the said apartment.

1	STRUCTURE	RCC framed structure.
2	WALLS	Autoclaved Areated Concrete Blocks (AAC)
3	EXTERNAL PLASTER & INTERNAL FINISHS	Sand faced plaster on external walls Internal walls and ceiling finished in POP
4	FLOORING	900 x 900 Vetrified tiles in all rooms 300 x 600 Ceramic tiling in toilet upto lintel level

		300 x 300 tiles in toilets and terrace flooring granite window sill in all rooms Paving blocks for drive way area
5	TERRACE	MS Railing for attached terrace
6	DOORS	Veneer finished main door with wooden frame Laminate finished internal doors with wooden frame Laminate finished toilet and utility door with granite door frame
7	WINDOWS	3 Track powder coated al.windows with moisquito mesh shutter MS safety grill for windows Granite sill for windows
8	KITCHEN	Granite Platform with stainless steel sink Dado upto lintel level Provision of water purifier Provision of piped gas
9	BATHROOM AND TOILETS	Grohe CP fittings for all toilets Toto /American standard sanitary ware for all toilets Glass partition in master toilets Exhaust fan in all toilets False ceiling in toilets
10	SOLAR WATER	Solar water in all toilets
11	POWER BACKUP	Invertor power backup – for one light and one Fan
12	INT ELECTRIFICATION	Concealed electrification with modular switches Aduquate light points in all rooms with legrand / schneider modular switches

		TV & Telephone points in living & master bed room Provision for air conditioner in all bedrooms Provision for washing machine, refrigerator, water purifier & boiler Earth leakage circuit breakers in each flat (Points same as existing members)
13	PAINT	Plastic emulsion paint for internal wall and ceilings Acrylic paint for external walls Oil Paint for Ms grills & railing
14	PLUMBING	Concealed plumbing with good quality pipes Provision of Washing machine in dry terrace Provision for boilers in all bathrooms
15	COMMON AMINITIES	Automatic SS finish elevator Power backup for parking, staircase, lifts and water pumps Rain water harvesting Vermiculture Pits for garbage treatment Designed entrance lobby Drip System for Perennial greenery
16	EXTERNAL AMINITIES	Compound wall- 5' Ht Sliding / Openable entrance gate
17	EXT ELECTRIFICATION	Staircase, Passage, parking - adequate LP Separate MSEDCL meter for common amenities
18	SECURITY SYSTEM / OTHER	Video Door Phone Intercom System CCTV

		DTH System
19	COMMON LIGHTING	Energy efficient common lighting
20	FIRE FIGHTING	Fire fighting system as per PMC norms
21	PARKING	Car Parking
22	DRINKING WATER	Separate storage and supply system for drinking water in Kitchen

DECLARATION

The Allottee/s declare/s that he/she/they has/have read the agreement/ got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Allottee/s has/have received the stamped copy of this Agreement.

PROMOTER

ALLOTTEE/S

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
THIS AGREEMENT AT PUNE ON THE DAY AND DATE
MENTIONED FIRST HRERINABOVE WRITTEN.

1] Signed Sealed and Delivered by
Within-named Promoter

Tejraj Promoters and Builders , Through its Sole Proprietor – Shri. Tejraj Ganpatrao Patil.		
Photo	LHTI	Sign

2] Signed Sealed and Delivered by
Within named Purchaser

Mr. _____		
Photo	LHTI	Sign

Mrs. _____		
Photo	LHTI	Sign

3] Signed Sealed and Delivered by
Within named Owners/Consenting Party

Sou. Sharmila Raghunath Kanvinde., Shri. Sunil Manohar Nadkarni.,Sou. Vanita Rajesh Dalvi, Shri. T Umeshchandra Gopalkrishna Rao,Sou. Farida Begum Sherkhan Pathan,Shri. Dilip P Nirgudkar, Sou. Dipali Dilip Nirgudkar,Shri. Bhavesh Bharatkumar Shah,Shri. Tejraj Ganpatrao Patil, Sou. Asha Sharad Mashelkar,Smt. Dnyanda Mukund Naik,Mr Tejraj Ganpatrao Patil,Smt. Vimal Aroon Rasne, Shri. Yogesh Aroon Rasne, Through its Power of Attorney Holder Tejraj Promoters and Builders , through its Sole Proprietor- Shri. Tejraj Ganpatrao Patil		
Photo	LHTI	Sign

IN PRESENCE OF THE WITNESSES:-

1] **SIGNATURE:**
 NAME:
 ADDRESS:

2] **SIGNATURE:**
 NAME:
 ADDRESS:

LIST OF AUTHENTICATED COPIES OF ANNEXURES-

ANNEXURE-I =

Copy of the Certificate of the title issued by the advocate.

ANNEXURE -II=

Reduced Copy of the sanction plan

ANNEXURE- III=

Reduced Copy of floor plan of the said apartment

ANNEXURE - IV=

Copies of Property Card showing nature of the title of the Promoter to the said land

ANNEXURE V-

COMMENCEMENT CERTIFICATE

ANNEXURE VI-

Details of Restricted Terraces

RESTRICTED TOP TERRACE			
Sr No	Area Details	Sq.mt	Sq.Ft
1	APARTMENT NO. 502- Overhead Top Terrace	86.20	927.86
2	APARTMENT NO. 503- Overhead Top Terrace	101.81	1095.99
3	APARTMENT NO. 504- Overhead Top Terrace	103.44	1113.43

ANNEXURE- VII

Common Top Terrace

Sr No	Area Details	Sq.mt	Sq.Ft
1	Common - Top Terrace	72.83	784.00

ANNEXURE-VIII

Real Estate Regulatory Authority on _____ bearing Registration No. _____