

## **DRAFT WITHOUT PREJUDICE**

### **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** (“**this Agreement**”) is made at Pune on this \_\_\_\_\_ Day of August , 2021

#### **BETWEEN**

**M/s. Pearl Realty**, a partnership firm duly registered under the provisions of the Indian Partnership Act, having its office at: Bhagirati Corner, 1187/27, Ghole Road, Shivajinagar, Pune 411 005, **PAN: AAWFP5588N**, through the hands of its Partner/s **Mr. Vinayak Ramchandra Karpe**, Age: 51, Occupation: Agriculture and Business;

Hereinafter called as “**THE PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its present and future partners and their respective heirs, executors, successors, administrators and assigns)

#### **. . . . PARTY OF THE FIRST PART**

#### **AND**

1. -----

Age: -----, Occupation: - Service,

**PAN No.:** -----

**AADHAR No.:** -----

**E-mail Address:** -----

2. -----

Age: - ----- , **Occupation:** - -----,

**PAN No.:** -----,

**AADHAR No.:** -----,

**E-mail Address:** -----

No.1 and 2 Both Residing at : -----

Hereinafter collectively are referred to as “**The Allottees**” and separately from each other are referred to as “**The Allottee No.1 and Allottee No.2**” (which expression unless repugnant to the context or meaning thereof shall mean and include the Allottee/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoter is/are concerned)

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

#### **AND**

**Mrs. Jyoti Rahul Balwadkar**, Age:41, Occu: Housewife,

Residing at: Village Balewadi, Taluka Haveli, District Pune 411 045,

**PAN:BNMPB2894R,**

**AADHAAR NO.8384 2180 8834,**

represented through the power of attorney holder **Mr. Vinayak Ramchandra Karpe**, Age:-51, Occu:- Agriculture and Business, Partner of **M/s. Pearl Realty**, a partnership firm duly registered under the provisions of the Indian Partnership Act, having its office at: Bhagirati Corner, 1187/27, Ghole Road, Shivajinagar, Pune 411 005,

Hereinafter referred to or called as **“THE CONFIRMING PARTY”** (which expression unless repugnant to the context or meaning thereof shall mean and include the Confirming Party herself, her legal heirs, representatives, assignee, nominees, executors, administrators etc.)

**.... CONFIRMING PARTY**

**WHEREAS**

- A. All that piece and parcel of land bearing Survey No. 37 Hissa No.2 admeasuring 05 Acre 04 Gunthe Assessed at Rupees 04.00 Aane 00 Pai of Village Balewadi was originally owned and possessed by Shri.Shreepati Tukaram Balwadkar.
- B. In pursuance of implementation of The Maharashtra Weights and Measurement Act, 1958 and Indian Coinage Act, 1955, Aakarband alongwith Hissa Form No.12 issued by Special District Inspector Land Record, Mutation Entry No.770 Village Balewadi was certified and Area and Aakar of all lands in Village Balewadi was converted into Hectares and Rupees respectively. In pursuance of the aforesaid Mutation Entry area of Survey No.37/2 admeasuring 05 Acres 04 Gunthe, Assessed at 04 Rupees 00 Aane 00 Pai Village Balewadi was converted as Survey No.37/2 admeasuring 02 Hectare 06 Ares Assessed at Rs.04.00 Paise and effect of the same was given in revenue record.
- C. The said Shri. Shreepati Tukaram Balwadkar expired in the year 1969 leaving behind him his wife/widow Smt. Yashodabai Shreepati Balwadkar and a son namely Shri. Bajirao Shreepati Balwadkar as his legal heirs and

accordingly names of the aforesaid legal heirs were mutated in owners/holders column of the said Survey No.37/2 Village Balewadi as per Mutation Entry No.783 Village Balewadi.

- D. The said Smt. Yashodabai Shreepati Balwadkar expired on 21/10/1972 leaving behind her a son namely Shri. Bajirao Shreepati Balwadkar as her legal heir and as name of the aforesaid legal heir was already mutated in owners/holders column of the said Survey No.37/2 Village Balewadi, name of the deceased was deleted from owners/holders column as per Mutation Entry No.850 Village Balewadi.
- E. Mutation Entry No.871 Village Balewadi shows that, Mr. Bajirao Shreepati Balwadkar obtained loan of Rs.12,400/- from the Bank of Maharashtra for agricultural purposes and accordingly charge of the said loan alongwith name of the bank was mutated in other right column of Survey No.37/2 Village Balewadi.
- F. Mutation Entry No.891 Village Balewadi shows that, Mr. Bajirao Shreepati Balwadkar paid the loan/s obtained from the Bank of Maharashtra from time time and as per the letter of the bank charge and name of the bank mutated in other right column of Survey No.37/2 Village Balewadi was deleted.
- G. Mutation Entry No.2564 Village Balewadi shows that, Sau. Nilima V. Lalwani, Shri. Vijay P. Lalwani purchased the land admeasuring 00 Hectare 07 Are out of the property bearing Survey No.37/2 Village Balewadi from 1) Shri. Bajirao Shreepati Tapkir, 2) Sau. Tarabai Bajirao Tapkir, 3) Smt. Gajarabai Uttam Balwadkar for self and as guardian mother of her minor children 4) Master Rahul Uttam Balwadkar, 5) Miss. Rupali Uttam Balwadkar, 6) Miss. Dipali Uttam Balwadkar and 7) Master Rajesh Uttam Balwadkar, 8) Shri. Ratan Bajirao Balwadkar for self and as Powr of Attorney of No.2 hereinabove and as guardian father of his minor children 9) Miss. Yogita Ratan Balwadkar, 10) Miss. Kalyani Ratan Balwadkar and 11) Master Amol Ratan Balwadkar, 12) Shri. Magan Bajirao Balwadkar for self and as guardian farther of his minor children 13) Master Sunny Magan Balwadkar and 14) Miss. Priyanka Magan Balwadkar, 15) Shri. Vijay Bajirao Balwadkar for self and as guardian

father of his minor children 16) Master Sagar Vijay Balwadkar and 17) Master Vicky Vijay Balwadkar, 18) Shri. Sanjay Bajirao Balwadkar for self and guardian father of his minor son 19) Master Monu Sanjay Balwadkar alongwith Shri. C. P. Mohandas as Consenting Party vide Sale Deed dated 15/09/1992. In pursuance of the said sale deed a new 7/12 Extract bearing Survey No.37/2/1 admeasuring 00 Hectare 07 Are was opened in revenue record and names of the aforesaid purchasers were mutated as owners and possessors thereof and area of Survey No.37/2 Part was reduced as 01 Hectare 99 Are.

- H. Mutation Entry No.2565 Village Balewadi shows that, Shri. Vijay P. Lalwani, Sau.Nilima V. Lalwani purchased the land admeasuring 00 Hectare 07 Are out of the property bearing Survey No.37/2 Part admeasuring 01 Hectare 99 Are Village Balewadi from 1) Shri. Bajirao Shreepati Tapkir, 2) Sau. Tarabai Bajirao Tapkir, 3) Smt. Gajarabai Uttam Balwadkar for self and as guardian mother of her minor children 4) Master Rahul Uttam Balwadkar, 5) Miss. Rupali Uttam Balwadkar, 6) Miss. Dipali Uttam Balwadkar and 7) Master Rajesh Uttam Balwadkar, 8) Shri. Ratan Bajirao Balwadkar for self and as Powr of Attorney of No.2 hereinabove and as guardian father of his minor children 9) Miss. Yogita Ratan Balwadkar, 10) Miss. Kalyani Ratan Balwadkar and 11) Master Amol Ratan Balwadkar, 12) Shri. Magan Bajirao Balwadkar for self and as guardian farther of his minor children 13) Master Sunny Magan Balwadkar and 14) Miss. Priyanka Magan Balwadkar, 15) Shri. Vijay Bajirao Balwadkar for self and as guardian father of his minor children 16) Master Sagar Vijay Balwadkar and 17) Master Vicky Vijay Balwadkar, 18) Shri. Sanjay Bajirao Balwadkar for self and guardian father of his minor son 19) Master Monu Sanjay Balwadkar alongwith Shri. C. P. Mohandas as Consenting Party vide Sale Deed dated 02/09/1992. In pursuance of the said sale deed a new 7/12 Extract bearing Survey No.37/2/2 admeasuring 00 Hectare 07 Are was opened in revenue record and names of the aforesaid purchasers were mutated as owners and possessors thereof and area of Survey No.37/2 Part was reduced as 01 Hectare 92 Are.

- I. Mutation Entry No.2566 Village Balwedi shows that, 1) Shri. Bajirao Shreepati Balwadkar, 2) Smt. Gajarabai Uttam Balwadkar, 3) Shri. Magan Bajirao Balwadkar, 4) Shri. Vijay Bajirao Balwadkar and 5) Shri. Sanjay Bajirao Balwadkar executed a Deed of Confirmation dated 15/09/1992 in favour of Mrs. Parkulangara Kalyanikutti with respect to the land admeasuring 00 Hectar 05 Are out of the property bearing Survey No.37/2 Part admeasuring 01 Hectare 92 Are Village Balewadi. In pursuance of the Deed of Confirmation a new 7/12 Extract bearing Survey No.37/2/3 admeasuring 00 Hectare 05 Are was opened in revenue record and name of the said Mrs. Parkulangara Kalyanikutti was mutated as owner and possessor thereof and area of Survey No.37/2 Part was reduced as 01 Hectare 87 Are.
- J. Mutation Entry No.2581 Village Balewadi shows that, Sau. Megha Ravindra Shidore and Shri. Ravindra Prabhakar Shidore purchased the land admeasuring 00 Hectare 05 Are out of the property bearing Survey No.37/2 Part admeasuring 01 Hectare 87 Are Village Balewadi from 1) Shri. Bajirao Shreepati Tapkir, 2) Sau. Tarabai Bajirao Tapkir, 3) Smt. Gajarabai Uttam Balwadkar for self and as guardian mother of her minor children 4) Master Rahul Uttam Balwadkar, 5) Miss. Rupali Uttam Balwadkar, 6) Miss. Dipali Uttam Balwadkar and 7) Master Rajesh Uttam Balwadkar, 8) Shri. Ratan Bajirao Balwadkar for self and as Powr of Attorney of No.1 to 3, 12, 15 and 18 and as guardial father of his minor children 9) Miss. Yogita Ratan Balwadkar, 10) Miss. Kalyani Ratan Balwadkar and 11) Master Amol Ratan Balwadkar, 12) Shri. Magan Bajirao Balwadkar for self and as guardian farther of his minor children 13) Master Sunny Magan Balwadkar and 14) Miss. Priyanka Magan Balwadkar, 15) Shri. Vijay Bajirao Balwadkar for self and as guardian father of his minor children 16) Master Sagar Vijay Balwadkar and 17) Master Vicky Vijay Balwadkar, 18) Shri. Sanjay Bajirao Balwadkar for self and guardian father of his minor son 19) Master Monu Sanjay Balwadkar alongwith Shri. C. P. Mohandas as Consenting Party vide Sale Deed dated 08/09/1992. In pursuance of the said sale deed a new 7/12 Extract bearing Survey No.37/2/4 admeasuring 00 Hectare 05 Are was

opened in revenue record and name of the aforesaid purchasers were mutated as owners and possessors thereof and area of Survey No.37/2 Part was reduced as 01 Hectare 82 Are.

K. Mutation Entry No.2627 Village Balewadi shows that, Shri. Vijay P. Lalwani, Sau.Nilima V. Lalwani, Master Virendra Vijay Lalwani through his guardian father Shri. Vijay P. Lalwani purchased the land admeasuring 00 Hectare 07 Are out of the property bearing Survey No.37/2 Part admeasuring 01 Hectare 82 Are Village Balewadi from 1) Shri. Bajirao Shreepati Tapkir, 2) Sau. Tarabai Bajirao Tapkir, 3) Smt. Gajarabai Uttam Balwadkar for self and as guardian mother of her minor children 4) Master Rahul Uttam Balwadkar, 5) Miss. Rupali Uttam Balwadkar, 6) Miss. Dipali Uttam Balwadkar and 7) Master Rajesh Uttam Balwadkar, 8) Shri. Ratan Bajirao Balwadkar for self and as Powr of Attorney of No.2 hereinabove and as guardial father of his minor children 9) Miss. Yogita Ratan Balwadkar, 10) Miss. Kalyani Ratan Balwadkar and 11) Master Amol Ratan Balwadkar, 12) Shri. Magan Bajirao Balwadkar for self and as guardian farther of his minor children 13) Master Sunny Magan Balwadkar and 14) Miss. Priyanka Magan Balwadkar, 15) Shri. Vijay Bajirao Balwadkar for self and as guardian father of his minor children 16) Master Sagar Vijay Balwadkar and 17) Master Vicky Vijay Balwadkar, 18) Shri. Sanjay Bajirao Balwadkar for self and guardian father of his minor son 19) Master Monu Sanjay Balwadkar alongwith Shri. C. P. Mohandas as Consenting Party vide Sale Deed dated 23/12/1992. In pursuance of the said sale deed names of the aforesaid purchases were mutated as owners and possessors with respect to the purchased area in revenue record of Survey No.37/2 Part Village Balewadi.

L. Mutation Entry No.2628 Village Balewadi shows that, Mrs. Gauri Chaudhari purchased the land admeasuring 00 Hectare 03 Are out of the property bearing Survey No.37/2 Part Village Balewadi from 1) Shri. Bajirao Shreepati Tapkir, 2) Sau. Tarabai Bajirao Tapkir, 3) Smt. Gajarabai Uttam Balwadkar for self and as guardian mother of her minor children 4) Master Rahul Uttam Balwadkar, 5) Miss. Rupali Uttam

Balwadkar, 6) Miss. Dipali Uttam Balwadkar and 7) Master Rajesh Uttam Balwadkar, 8) Shri. Ratan Bajirao Balwadkar for self and as Power of Attorney of No.2 hereinabove and as guardian father of his minor children 9) Miss. Yogita Ratan Balwadkar, 10) Miss. Kalyani Ratan Balwadkar and 11) Master Amol Ratan Balwadkar, 12) Shri. Magan Bajirao Balwadkar for self and as guardian father of his minor children 13) Master Sunny Magan Balwadkar and 14) Miss. Priyanka Magan Balwadkar, 15) Shri. Vijay Bajirao Balwadkar for self and as guardian father of his minor children 16) Master Sagar Vijay Balwadkar and 17) Master Vicky Vijay Balwadkar, 18) Shri. Sanjay Bajirao Balwadkar for self and guardian father of his minor son 19) Master Monu Sanjay Balwadkar alongwith Shri. C. P. Mohandas as Consenting Party vide Sale Deed dated 23/12/1992. In pursuance of the said sale deed name of the aforesaid purchaser was mutated as owner and possessor with respect to the purchased area in revenue record of Survey No.37/2 Part Village Balewadi. Thus an area admeasuring 01 Hectare 72 Are was remained with the Balwadkar family in the land bearing Survey No.37/2 Part Village Balewadi.

- M. 1) Shri. Bajirao Shreepati Balwadkar, 2) Smt. Gajarabai Uttam Balwadkar for herself and for her minor sons Master Rahul, Master Rajesh 3) Shri. Ratan Bajirao Balwadkar 4) Shri. Magan Bajirao Balwadkar 5) Shri. Vijay Bajirao Balwadkar and 6) Shri. Sanjay Bajirao Balwadkar partitioned their share in land bearing Survey No.37/2 Part and their other properties vide Deed of Partition dated 26/03/1993 which is registered in the office of Sub Registrar Haveli No.4 at Serial No.5064/1993 on 27/10/1993. In pursuance of that partition area admeasuring 00 Hectare 52 Are was allotted to the share of Shri. Bajirao Shreepati Balwadkar, area admeasuring 00 Hectare 24 Are was allotted to the share of Smt. Gajarabai Uttam Balwadkar for herself and for her minor sons Master Rahul, Master Rajesh, area admeasuring 00 Hectare 24 Are was allotted to the share of Shri. Ratan Bajirao Balwadkar, area admeasuring 00 Hectare 24 Are was allotted to the share of Shri. Magan Bajirao Balwadkar, area admeasuring 00 Hectare 24 Are was allotted to the share of Shri. Vijay Bajirao Balwadkar and area

admeasuring 00 Hectare 24 Are was allotted to the share of Shri. Sanjay Bajirao Balwadkar and effect of the said partition was given as per Mutation Entry No.2693 Village Balewadi.

- N. Mutation Entry No.2939 Village Balewadi shows that Shri. Virsen N. Tamhane purchased the land admeasuring 00 Hectare 06 Are out the share admeasuring 00 Hectare 24 Are of Shri. Ratan Bajirao Balwadkar out of the property bearing Survey No.37/2 Part Balewadi from Shri. Ratan Bajirao Balwadkar with the consent of 1) Shri. Bajirao Shreepati Balwadkar, 2) Smt. Gajarabai Uttam Balwadkar for self and as guardian of her minor son 3) Master Rajesh Uttam Balwadkar, 4) Shri. Rahul Uttam Balwadkar, 5) Shri. Magan Bajirao Balwadkar, 6) Shri. Vijay Bajirao Balwadkar and 7) Shri. Sanjay Bajirao Balwadkar vide Sale Deed dated 02/12/1994 and in pursuance of the aforesaid sale deed name of aforesaid purchaser was mutated as owner and possessor with respect to the purchased area in revenue record of Survey No.37/2 Part Village Balewadi.
- O. Mutation Entry No.2940 Village Balewadi shows that Sau. Minal Virsen Tamhane purchased the land admeasuring 00 Hectare 05 Are out the share admeasuring 00 Hectare 18 Are of Shri. Ratan Bajirao Balwadkar out of the property bearing Survey No.37/2 Part Balewadi from Shri. Ratan Bajirao Balwadkar with the consent of 1) Shri. Bajirao Shreepati Balwadkar, 2) Smt. Gajarabai Uttam Balwadkar for self and as guardian of her minor son 3) Master Rajesh Uttam Balwadkar, 4) Shri. Rahul Uttam Balwadkar, 5) Shri. Magan Bajirao Balwadkar, 6) Shri. Vijay Bajirao Balwadkar and 7) Shri. Sanjay Bajirao Balwadkar vide Sale Deed dated 02/12/1994 and in pursuance of the aforesaid sale deed name of aforesaid purchaser was mutated as owner and possessor with respect to the purchased area in revenue record of Survey No.37/2 Part Village Balewadi.
- P. Mutation Entry No.3375 Village Balewadi shows that Sau.Laxmi Rama Iyengar (08 Are) and Sau. Chandravalee Iyengar (05 Are) purchased the land admeasuring 00 Hectare 13 Are i.e. 13988 sq. fts. (Private Pot Hissa

No.1) i.e. the remaining share of Shri. Ratan Bajirao Balwadkar out of the property bearing Survey No.37/2 Part Village Balewadi from Shri.Ratan Bajirao Balwadkar, with the consent of 1) Shri. Bajirao Shreepati Balwadkar, 2) Shri. Sanjay Bajirao Balwadkar, 3) Shri. Vijay Bajirao Balwadkar, 4) Shri. Magan Bajirao Balwadkar, 5) Smt. Gajarabai Uttam Balwadkar, 6) Rahul Uttam Balwadkar and 7) Sau. Asha Ratan Balwadkar vide Sale Deed dated 16/05/1996 which is registered in the office of Sub Registrar Haveli No.4 at Serial No.3480/1996 on 29/08/1996. As per the said sale deed Sau.Laxmi Rama Iyengar has purchased area admeasuring 00 Hectare 08 Are and Sau. Chandravalee Iyengar purchased area admeasuring 00 Hectare 05 Are and accordingly names of the aforesaid purchasers were mutated as owners and possessors with respect to the purchased area in revenue record of Survey No.37/2 Part Village Balewadi.

- Q. **Mutation Entry No.8888 Village Balewadi** shows that Sau. Laxmi Rama Iyengar expired on 23/08/2013 leaving behind her two sons namely Shri. Parthasarathy Iyengar, Shri. Shreenivas Iyengar, two daughters namely Chandrika Sitharam and Vandana Shreenivas as her legal heirs and names of the aforesaid legal heirs were mutated in revenue record of Survey No.37/2 Part Village Balewadi as owners/holders with respect to the share of the deceased by deleting name of the deceased. **Mutation Entrty is required**
- R. The said Sau. Chandrika Sitharam and Sau. Vandana Shreenivas through their power of attorney Shri. Parthasarathy Iyengar and Shri. Shreenivas Iyengar released all their rights, title, interest, ownership, possession in the land admeasuring 00 Hectare 08 Are out of the said property in favour of Shri. Parthasarathy Iyengar vide Deed of Release dated 07/09/2018 which is registered in the office of Sub Registrar Haveli No.4 at Serial No.4605/2018 on 07/09/2018 and accordingly names of the persons who have released their shares were deleted vide **Mutation Entry No.8924 Village Balewadi. Mutation Entrty is required**
- S. Sau. Chandravalee Iyengar (05 Are), Shri. Partasarathy Iyengar (08 Are)

sold area admeasuring 00 Hectare 13 Are i.e. 13988 sq. fts. (Private Pot Hissa No.1) out of Survey No.37/2 Part Village Balewadi to M/s. Pearl Realty vide Sale Deed dated 22/11/2018 which is registered in the office of Sub Registrar Haveli No.11 at Serial No.16529/2018 on 22/11/2018 and accordingly name of the aforesaid purchaser is mutated as owner and possessor with respect to the purchased area vide **Mutation Entry No.8972 Village Balewadi. Mutation Entrty is required**

- T. By Deed of Gift dated 27/03/2019 which is registered in the office of Sub Registrar Haveli No.15 at Serial No.4977/2019 Shri. Rahul Uttam Balwadkar with the consent of Smt. Gajarabai Uttam Balwadkar and Shri. Rajesh Uttam Balwadkar transferred an area admeasuring 00 Hectare 02.66 Are as his share acquired by oral partition to and in favour of Sau. Jyoti Rahul Balwadkar. In pursuance of the said Deed of Gift Mutation Entry No.9029 Village Balewadi was certified and name of the Sau.Jyoti Rahul Balwadkar was mutated as owner and possessor with respect to 00 Hectare 02.66 Are in revenue record of Survey No.37/2 Part Village Balewadi.
- U. By Development Agreement dated 10/11/2020 which is registered in the office of Sub Registrar Haveli No.21 at Serial No.11198/2020 Sau. Jyoti Rahul Balwadkar granted development rights of the land admeasuring 00 Hectare 02.66 Are out of Survey No.37/2 Part Village Balewadi to and in favour of M/s. Pearl Realty represented through its Partner Shri. Vinayak Ramchandra Karpe. In pursuance of the said Development Agreement, Sau. Jyoti Rahul Balwadkar has also executed an Irrevocable Power of Attorney dated 10/11/2020 which is registered in the office of Sub Registrar Haveli No.21 at Serial No.11199/2020 and thereby appointed Shri. Vinayak Ramchandra Karpe partner of M/s. Pearl Realty as her constituted attorney for smooth development of the said area admeasuring 00 Hectare 02.66 Are out of Survey No.37/2 Part Village Balewadi.
- V. Thus the area admeasuring 00 Hectare 13 Are purchased by the Promoter

herein and the area admeasuring 00 Hectare 02.66 Are of which the Promoter has acquired development rights thus totally admeasuring 00 Hectare 15.66 Are out of the land bearing Survey No.37/2 Part Village Balewadi, Taluka Haveli, situate within the Registration District Pune, Sub Registration District Haveli and within the limits of Pune Municipal Corporation, Pune (Hereinafter referred to as “**The Said Land**”) and more particularly described in the First Schedule hereunder written and shown in the plan annexed and marked as **Annexure-“1”**.

- W. The Promoter as owner of part of the said land and as development right holder of part of the said land proposed a building plan for the development of the said Land and obtained sanction to the building/s plan from Pune Municipal Corporation, Pune vide Commencement Certificate bearing No. 1822/2019 dated 14/11/2019.
- X. The Promoter has also obtained an Order bearing Javak Kra. NA.SR/125/2021 dated 20/07/2021 from Tahsildar Haveli and thereby non agricultural assessment with respect to area admeasuring 1458.92 Sq. Mtrs. has been changed for residential use excluding the area under road admeasuring 107.08 Sq. Mtrs. and the user of the said land is changed accordingly.
- Y. As per the terms and conditions of the Development Agreement dated 1710/11/2020 the Promoter herein has to allot carpet area admeasuring 1825 Sq. Fts. in the form of residential Unit/Flat/Apartment to the Confirming Party, while such allotment subject flat/apartment of this agreement shall not be allotted to the Confirming Party.
- Z. **As a result of the aforesaid, the Promoter is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development of all that piece and parcel of the said Land. The Promoter has decided to develop the said Land by constructing the real estate project**

comprising of residential and commercial units/flats/apartments in phases comprising of one building known as “-----” and the first phase having Lower Parking Floor +Ground Floor + 5 Upper Floors as a “real estate project” under the name and style as “-----  
**Phase-1**” (“**the Real Estate Project**”) with the Real Estate Regulatory Authority (“**Authority**”), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (“**RERA Rules**”). The Authority has granted registration certificate bearing No.-----  
----- with respect to the real estate project. Total average FSI of ----- Sq. Mtrs. (aproximate) has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume further FSI as may be sanctioned and available to it in the construction and development of the Real Estate Project and to be utilized as next phase. The details thereof along with the annexures to the RERA Certificate are made available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

- AA. The construction and development of the real estate project is sanctioned by the Pune Municipal Corporation, Pune vide Commencement Certificate bearing No. 1822/2019 dated 14/11/2019, which is annexed herewith as **Annexure-“2”**.
- AB. The Promoter obtained other necessary permissions by various government departments for development of the said Land and construction of the building/s thereon.
- AC. The copy of extract of the 7/12 extract with respect to the said Land is annexed herewith as **Annexure-“3”** and Certificate of Title (showing the

title flow and encumbrances if any, to or upon the said Land) issued by an Advocate in respect of the said Land at the time of commencement of the said real estate project has been annexed herewith as **Annexure-“4”**.

AD. Pursuant to and in accordance with the aforesaid plan/s and revisions thereof if any, sanctioned and approved by the Pune Municipal Corporation, Pune, the Promoter has commenced the development of the real estate project/s on the said Land;

AE. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project/s on the said Land and upon due observance and performance of which only, the Occupation Certificate/Completion Certificate in respect of the Real Estate Project/s shall be granted by the competent authority/ies.

AF. The Promoter has appointed an Architect registered with the Council of Architects.

AG. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and for the development of the Real Estate Project/s on the said Land shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project/s on the said Land.

AH. The Promoter has the right to sell the Apartments/Shops/Offices in the Real Estate Project/s on the said Land to be constructed by the Promoter and to enter into this Agreement with the Allottee/s of the Apartment to receive the sale consideration in respect thereof.

AI. The Promoter has at the time of allotment and prior to the execution hereof, has given inspection to the Allottee/s of all the documents of title relating to the said Land, the plan/s, designs and specifications prepared by the Promoter's Architects, [-----] and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder.

AJ. The Allottee/s knowing well the above facts and independently verifying from his/her/their Advocate having satisfied with the sanctioned plan/s, floor plan, specifications, designs, location of the real estate project, amenities,

common area, title documents is/are desirous of purchasing and applied for the allotment of a residential Apartment bearing **Flat No. -----** -, **situated on the -----Floor** as per sanctioned plan in the real estate project, more particularly described in the **Second Schedule** written hereunder and hereinafter aforesaid Apartment is referred to or called as **“THE SAID APARTMENT”** and the same is shown in the floor plan annexed herewith as **Annexure-“5”**.

AK. Copy of the sanctioned layout plan showing the Said Land is annexed herewith as Annexure-1, Copy of the Commencement Certificate issued by the Pune Municipal Corporation, Pune is annexed herewith as Annexure-2, Copy of the Extract of 7/12 of the said Land is annexed herewith as Annexure-3, Copy of the Title Certificate issued by the Advocate with respect to the said Land is annexed herewith as Annexure-4, Copy of the floor plan showing the said apartment is annexed herewith as Annexure-5, Copy of the registration certificate issued by the Authority is annexed herewith as Annexure-6, Copy of the order passed by Tahsildar for change of assessment to residential and commercial use of the said land is annexed herewith as Annexure-7. The said Land is more particularly described in the **First Schedule**. The said apartment is more particularly described in the **Second Schedule**. Description of the common amenities and specifications provided by the Promoter to the Allottee/s in the real estate project are listed in the **Third Schedule** written hereunder. Description of the common areas and amenities provided by the Promoter on the said Land along with limited common areas and facilities are listed in the **Fourth Schedule** written hereunder. Description of stages of payment paid/to be paid by the Allottee/s to the Promoter are listed in the **Fifth Schedule**.

AL. Relying upon the said application the Promoter agreed to allot to the Allottee/s herein and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said apartment, at or for the price of **Rs. -----/- (Rupees ----- Only)** and upon the terms and conditions mentioned in this Agreement (**“Sale Consideration”**) which is arrived at considering the carpet area only of the said Flat/Unit/Apartment/Shop/Office and is **excluding stamp duty, registration fees, Goods & Service Tax, Metro Cess, Legal Charges, any other taxes, cesses levied by the state and/or central government from time to time and maintenance amount for common areas. The Allottee/s is/are well aware that, the Promoter has incurred expenses on his/its own**

**towards the charges for electricity meter, share application money and the same are provided to the Allottee/s free of cost.**

AM. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said apartment with the Allottee/s i.e. this Agreement, and this Agreement is required to be registered under the provisions of the Registration Act, 1908.

AN. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agree to sell/allot and the Allottee/s hereby agree to purchase and acquire, the said apartment.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out here in verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being “-----  
**Phase-1**” for residential and commercial purpose in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the Pune Municipal Corporation, Pune from time to time.

**PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said apartment of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

**3. PURCHASE OF THE SAID APARTMENT AND SALE CONSIDERATION:**

- A. The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to allot/sell to the Allottee/s, the said Apartment more particularly described in the Second Schedule at and for the consideration of **Rs. -----/- (Rupees -----  
----- Only) (“the Sale Consideration”)** paid / to be paid in the manner provided/detailed in the Fifth Schedule written hereunder. It is clearly understood and agreed by the Allottee/s that the Promoter is

restricted to claim input tax credit benefit under GST on this transaction as per the prevalent tax laws, notification however in future if the Promoter is permitted to claim, avail input tax credit benefit under GST, then the Promoter alone shall be entitled to claim such benefits and the Allottee/s shall not be entitled to claim any further benefits of credit regarding the same as it shall be deemed/presumed that, the Sale Consideration of the said Apartment/Unit has been arrived after adjusting and deducting the input tax credit benefit under GST.

- B. It is clarified that Sale Consideration shall be payable by the Allottee/s in the Collection Bank Account (“**the said Account**”) as intimated by the Promoter. The sale consideration and all payments mentioned herein shall be made by NEFT or RTGS or account payee cheques or demand drafts or Bankers Cheques or Pay Orders payable at par on banks in **Pune** or in cash as per rules and regulations under prevalent law and by any other electronic transfer through bank or any financial institution. The date of payment shall be considered as the date on which the payment is credited to the account of the Promoter in Pune. Bank charges for outstation cheques shall be borne by the Allottee/s. The Promoter herein on due date / or on reaching construction stage as mentioned in the said Fifth Schedule shall intimate the amount payable in writing or by E-mail to the Allottee/s and the Allottee/s shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agree that he/she/they shall pay the total consideration along with the service tax, GST and such other applicable taxes.
- C. **The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods & Services Tax and all levies, duties and cesses or any other indirect and direct taxes which may be levied, in connection with the construction of and carrying out the Project/s and/or with respect to the said Apartment and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Goods & Services Tax and all other indirect and direct taxes, cesses, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the**

same or any part thereof. The sale consideration also excludes any other amounts specifically mentioned herein as payable.

- D. 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 and any other newly imposed tax 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 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 from the Allottee/s.
- E. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s at such rate per annum as agreed/will be agreed between the Promoter and the Allottee/s. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- F. The Sale 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 and/or any Act of God or due to stoppage of work on account of a work stop order by any authority/ies or any strike or non availability of labour or material and by any other reason which is beyond the control of the Promoter. 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., or for escalation as provided in this clause, the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf and shall state the reason beyond his/its control to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- G. The Allottee/s authorizes 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/s undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

4. 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 Pune Municipal Corporation, Pune, at the time of sanctioning the said plans or thereafter and by other government and semi government authorities and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the Pune Municipal Corporation, Pune, the Occupation Certificate/Completion Certificate in respect of the said Apartment.
5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Apartment and handing over the said Apartment to the Allottee/s after receiving the Occupation Certificate/Completion Certificate and/or Part Occupation Certificate/Part Completion Certificate in respect thereof and the common areas in the Real Estate Project that may be usable by the Allottee/s.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it/them and meeting, complying with and fulfilling all its other obligations under this Agreement.

Without prejudice to the right of the Promoter to take action for breach arising out of delay for payment of the instalments of sale consideration and other dues under this agreement on the due dates, the Allottee/s shall be bound and liable to pay interest @ 12% per annum on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon to the Promoter, 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 real estate project /said Apartment, and

the Allottee/s has/have agreed to pay the same as and when demanded before or after the possession of the said Apartment.

6. **FSI, DR, TDR and development potentiality with respect to the Building on the said Land:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at **Recital (Z)** above and as per the sanctioned plan/s disclosed and revised from time to time and Allottee/s has/have agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard.

7. **FOR THE PURPOSE OF THIS AGREEMENT TERMS AS USED AS DEFINED:-**

- i) **CARPET AREA:** “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 exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
- ii) **BALCONY AREA:** For the purpose of this agreement the balcony area is defined as balcony/enclosed balcony area as shown in the sanctioned building plans by the local authority.
- iii) **TERRACE AREA:-** For the purpose of this agreement terrace area is defined as open terrace/terrace area as shown in the sanctioned building plans by the local authority.

8. **Possession Date, Delays:**

- (i) The Promoter shall give possession of the said Apartment to the Allottee/s on or before -----<sup>th</sup> ----- **20-----** (“**Possession Date**”). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Apartment on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-
  - (a) War, Civil War, or Act of God, Any force majeure events;
  - (b) Riots;
  - (c) Elections;

- (d) Pandemic, Epidemics, Public Health Emergency;
- (e) Lockdown Order of Government/s, and/or acts of Governments;
- (f) Biological War, Virus War, Chemical War etc.
- (g) Any such reason which is beyond the control of the Promoter and which affects the ingress and egress to the said Land upon which said Building/s are under construction;
- (h) Any such reason which is beyond the control of the Promoter and which affects the ingress and egress to the building in which office of the Promoter is situated, irrespective of said office is fit for use or not;
- (i) Shortage of labour supply in general or owing to force majeure reasons;
- (j) Any delay on the part of the Pune Municipal Corporation, Pune or any other Public Body or Authority including the MSEDCL in issuing or granting necessary certificates/ NOC's/ Permissions/ License/ Connections of any service such as Electricity, Drains and Water Connections and Meters to the building/s under construction on the said Land;
- (k) Any notice, order, rule, notification of the Government and/or other public or competent authority/court which prevents the Promoter from carrying out development or construction work on the said Land;
- (l) Any stay order / injunction order/ stop work order issued by any Court of Law, competent authority, statutory authority restraining the Promoter from carrying out development or construction work on the said Land;
- (m) Extension of time given by the Authority considering the reason/s mentioned in above clauses or otherwise;
- (n) Any other circumstances that may be deemed reasonable by the Authority.
- (o) Delay in grant of any Completion Certificate, Part Completion Certificate/NOC/permission/license/connections for installation of any services such as lifts, electricity, sewage treatment plant, water treatment plant and water connections and electricity meters to the said real estate project/said apartment /road or any other NOC or in getting completion certificate from appropriate authority;
- (p) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the rights of the Promoter to terminate this Agreement as per the terms of this Agreement).

- (q) Delay caused due to any extra/additional work required to be carried out in the said Apartment as per the requirement and cost of the Allottee/s.
- (r) In case of any litigation by any person affecting the construction and/or development work on the said Land due to any injunctive order passed therein restraining the Promoter from carrying construction and/or development work upon the said Land.

In all the above stated events the period of possession will automatically stand extended and the Allottee/s does/do hereby agree to the same and the Promoter shall not be liable to pay any compensation and/or interest to the Allottee/s for delay on any account of the abovementioned reasons and /or situation or conditions.

- (ii) The Allottee/s hereby agrees and confirms that he/she/they/it does not has/have any objection with regard to receiving the possession of the said Apartment at such early date from the Promoter and, as such, hereby admits and undertakes to pay entire sale consideration in respect of the said Apartment and all other amounts payable by the Allottee/s in respect of the said Apartment at such early date, in the event the Promoter is able to expedite the development of the real estate 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 said Apartment to the Allottee/s at such early date, then such early date on which the Promoter offers the possession of the said 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.
- (iii) In the event the Allottee/s is served with a notice to take possession, but fails to take the possession within 30 days of the receipt thereof that shall be shall be deemed to be breach of the Agreement and the Promoter may terminate this Agreement by issuing a termination notice and the consequence of termination shall ipso facto follow, however after the expiry of the aforesaid 30 days the Allottee/s shall be liable to pay the Promoter a sum of **Rs.2500/- (Rupees Two Thousand Five Hundred Only) per week plus the Govt. taxes as holding charges**, which include the charge for looking after the said Apartment, replace any fitting/s that may get stolen and to provide the said Apartment in a proper condition when the Allottee/s comes to take possession thereof. This holding charge shall be applicable

from the date the Allottee/s is being invited to take the possession till the date of handing over of actual possession.

This holding period shall not exceed 60 days and if the Allottee/s does not take possession within these 60 days, he/she/they shall be deemed to have committed further breach of the Agreement and the Promoter may terminate this Agreement by issuing a termination notice. The consequence of termination shall ipso facto follow.

**9. Procedure for taking possession:**

- (i) The Allottee/s shall take possession of the said apartment after inspecting the same and satisfying himself/herself/themselves that the same has been constructed in accordance with the building plan/s sanctioned in respect thereof, carpet area, balcony area/enclosed balcony area, adjacent terrace area as mentioned herein and that the same has been provided with the specifications agreed upon and that quality of workmanship and material used is of the requisite quality after the construction of the building and/or part of the building is/are complete and the Occupation Certificate/Completion Certificate and/or Part Occupation Certificate/Completion Certificate is granted by the Pune Municipal Corporation, Pune by furnishing details of the changes, if any, in the carpet area, balcony area/enclosed balcony area, adjacent terrace subject to a variation cap of 3% (three per cent) due to plaster, tiling, skirting, ledges and structural members etc. The total Sale Consideration of the said Apartment payable on the basis of the carpet area of the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days as prescribed under RERA and rules framed there under on excess amount paid by the Allottee/s. If there is any increase in the carpet area, enclosed balcony area, adjacent terrace allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s, which shall be payable by the Allottee/s prior to taking possession of the said Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this clause shall be made at the same rate per square meter as agreed herein.
- (ii) Upon obtainment of the Occupation Certificate/Completion Certificate and/or Part Occupation Certificate/Part Completion Certificate from the

Pune Municipal Corporation, Pune and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Apartment to the Allottee/s in writing (“**Possession Notice**”). The Allottee/s agrees to pay the maintenance charges for common area maintenance in advance as determined by the Promoter or the Society/apartment condominium/ultimate body as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate/Completion certificate an/or Part Occupancy Certificate/part Completion Certificate.

- (iii) The Allottee/s shall take possession of the said Apartment within 15 days of the Possession Notice.
- (iv) Upon receiving the Possession Notice from the Promoter as per Clause [9 (ii)] above, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement/receipt and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Apartment within the time provided in Clause [9(iii)] above, such Allottee/s shall continue to be liable to pay maintenance charges for common area as applicable, property tax, electricity charges and any other expenses/charges with respect to the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.
- (v) The Promoter herein is developing the real estate project in phases having common amenities, the construction /development of the said common amenities will be completed in due course along with the completion of construction of the entire building to be constructed on said Land. The Promoter assures to make ready for use the said common amenities after receipt of the occupation certificate/completion certificate of the the entire building to be constructed on the said land from the concerned authority. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Apartment on the ground of non-completion of common amenities.
- (vi) The Allottee/s further agree that even where ‘substantial completion’ of works has been done and after receiving Occupancy Certificate from the

competent authority/local authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his/her/their use or occupation of his/her/their said Apartment and he/she/they can cohabit in the said Apartment. However if the Promoter is not allowed by the Allottee/s or any person on his/its behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done by the Promoter.

10. **TERMINATION:-**

If the Promoter fails to abide by the time schedule for handing over the said Apartment to the Allottee/s on or before the Possession Date (save and except for the reasons as stated in Clause [8(i) above] inter-alia, then the Allottee/s shall be entitled to either of the following :-

- (i) (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Interest Notice**”), to pay interest @ 12 % per annum from the Possession Date (“**the Interest Rate**”), on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Apartment by the Promoter to the Allottee/s; **OR**
- (b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter and after execution of the Cancellation Deed by the Allottee/s, and if the loan is availed by the Allottee/s against the said Apartment from any bank, financial institution etc., then after registration of due Redemption of Mortgage and/or after providing the NO DUES CERTIFICATE from such bank, financial institution etc., whichever is later, the Promoter shall refund to the Allottee/s the amounts already received towards the sale consideration by the Promoter under this Agreement with interest @ 12% per annum (“**Interest Rate**”) to be computed from the date of receipt of termination notice by the Promoter on such amount/part thereof till the date such amounts with interest are duly repaid. On Allottee/s Termination Notice, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment

and/or covered parking space if any and the Promoter shall be entitled to deal with and/or dispose off the said Apartment and/or the covered parking space if any in the manner it deems fit and proper.

- (ii) In case if the Allottee/s elects his/her/their remedy under sub-clause (i) (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (i) (b) above.
- (iii) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest @ 12% per annum, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest.
- (iv) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause [iii] above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its/their proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing three defaults of payment of installments of the Sale Consideration, the Promoter shall be entitled to at his/her/its own option and discretion, terminate this Agreement by giving notice of 15 (fifteen) days (**“Promoter Termination Notice”**) in writing to the Allottee/s by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, about termination of this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it/he is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the notice period this Agreement shall stand terminated and cancelled upon termination of this Agreement as aforesaid and the Promoter shall refund the amount till then received from the Allottee/s without any interest thereon within a period of 30 days after registration of Deed of Cancellation with respect of the said Apartment, by deducting; (i) 15% of the total consideration of the said Apartment towards liquidated damages and/or cancellation in addition to 12% interest per annum payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT, Metro Cess or any

other taxes charged by the Promoter to the Allottee/s till the date of such termination, iv) any amount not received by the Promoter towards the consideration of the said Apartment payable to and paid to the Promoter and retained by the Promoter. Even if the Allottee/s fails to execute and register the Cancellation Deed of the said Apartment, 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.

- (v) Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Apartment and/or covered parking space if any and the Promoter shall be entitled to deal with and/or dispose off the said Apartment and/or covered parking space if any in the manner it deems fit and proper without registration of any formal Deed of Cancellation by the Allottee/s in favour of the Promoter.
- (vi) The Promoter has right to restrict the visit/s to under construction site/said apartment due to heavy rainfall and/or for some safety policies undertaken by the Promoter and if the Allottee/s fails to abide by such safety policies and behave adamantly then the Promoter is entitled to terminate this agreement and in such event is also entitled to execute the unilateral Deed of Cancellation to which the Allottee/s has/have hereby conceded irrevocably.

Without prejudice to anything written hereinabove the Allottee/s herein irrevocably nominate, constitute and appoint Mr. Vinayak Ramchandra Karpe, partner of the Promoter, as the constituted attorney to execute and register the Deed of Cancellation or any other document as may required to cancel this transaction in law if required and on termination of this agreement as aforesaid. By executing these presents the Allottee/s, his/her/their heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of the present clause. In pursuance of appointment of constituted attorney as aforesaid by the Allottee/s, for the aforesaid purpose, the additional stamp of rupees five hundred is paid herewith by the Allottee/s for this instrument under The Maharashtra Stamp Act, 1958 for cancellation of this agreement.

11. **DEFECT LIABILITY:-**

If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, the Allottee/s brings to the notice of the Promoter any structural defect in the said Apartment or the said Building in which the said Apartment is 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/her/its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s and/or any other person on behalf of Allottee/s in the Real Estate Project.

Notwithstanding the above it is agreed between the parties that:

- (i) The Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment/wing/building and in specific the structure of the said Apartment / building of the real estate Project which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration 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 water. If any of such works are carried out without the written consent of the Promoter, the defect liability on the part of the Promoter shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the said Apartment by the Allottee/s/Occupants, vagaries of nature etc.
- (ii) That it shall be incumbent upon the Allottee/s to maintain his/her/their said Apartment in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their said Apartment with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty expires before the stipulated defect

liability period and such warranties are covered under the maintenance of the said Apartment / building and should the annual maintenance contracts not be renewed by the Allottee/s and/or the Society/Association of Apartment of Allottee/s and the Promoters shall not be responsible for any defects occurring due to the same.

- (iii) That the development of real estate projects/Schemes on the said Land has been conceived, designed and constructed based on the commitment 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 proper working condition to continue warranty in both the said Apartment and the common project amenities wherever applicable.
  - (iv) That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the said Apartment/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.
  - (v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the said Apartment /building built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.
  - (vi) 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/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said Apartment/Building stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the said Apartment sold or in the Building done by the Allottee/s or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.
12. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residential and /or as commercial

as permitted as per sanctioned plan/s. The Allottee/s shall use the parking space only for purpose of parking his/her/their vehicle.

**13. Formation of the Society/ies OR Association of Apartments:**

- (i) The nature of the body of the Allottee/s of the tenements/Apartments in the Real Estate Project/s on the said Land would be co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 OR Association of Apartments under the provisions of the Maharashtra Apartment Ownership Act, 1970.
- (ii) The Allottee/s shall, along with other Allottee/s of Apartments in the Real Estate Project/s and/or the allottees of the next phase, join in forming and registering co-operative housing society/ies OR Association of Apartment/s as the case may be.
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society/ies OR Association of Apartment/s and for becoming a member thereof, including the bye-laws of the Society/ies/Association of Apartment/s and shall duly fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society/ies OR Association of Apartment/s as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society/OR Association of Apartment/s shall be solely decided by the Promoter.
- (v) The Society/OR Association of Apartment/s shall admit all Allottee/s and/or purchasers of flats/units/apartments in the Real Estate Project/s on the said Land as members and allottees of the next phase, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society/OR Association of Apartment/s in respect of unsold Apartment/s in the Real Estate Project/s on the said Land, if any.
- (vii) In the event if the Promoter decides to form the Society/ies, the Promoter shall submit the application in that behalf to the Registrar of Co-operative Societies within three months from the date on which fifty one percent of

the total number of Allottee/s in the real estate project have booked their apartment.

- (viii) The promoter shall convey all the rights, title, interest of the Promoter in the structure of the building/s, said Land along with the common areas and amenities to such Society vide a registered indenture of conveyance on or before ----- 20----- subject to right of the Promoter to the unsold flats/units/apartments/shops/offices and recovery of all dues of the real estate project/s to such Society. The Society shall be required to join in execution and registration of the Society Conveyance. The stamp duty, registration fees, legal fees, costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone.
- (ix) In the event the Promoter decides to form Association of Apartments, the Promoter shall submit his/its rights, title, interest, claims relating to the respective Building/s or the said Larger Land to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing and registering the Deed of Declaration (together with the byelaws) U/s. 2 thereof and each Apartment shall have undivided share in common areas and amenities/facilities of the building 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 Apartment in the building/s. The Promoter shall execute and/or cause to be executed the conveyance in the nature of the Deed of Apartment relating to the concerned Allottee/s, on or before ----- 20----- by obtaining occupancy certificate/completion certificate of the last unit/flat/apartment/shop/office in the building on the said Land. The stamp duty, registration fees, legal fees, costs, expenses, charges, levies and taxes relating to such conveyance shall be borne and paid exclusively by the Allottee/s. Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter or to any other agencies or authorities are actually paid by the Allottee/s. However, in case the Allottee/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/s authorises the Promoter to withhold registration of conveyance deed in his/her/their favour till full and

final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/s.

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14. **MAINTENANCE:-**

- (i) Within 15 (fifteen) days of receipt of the Possession Notice as per Clause [9 (ii)], the Allottee/s shall be liable to bear and pay his/her/its proportionate share as may be determined by the Promoter at its sole discretion of the said Apartment, of outgoings in respect of the Real Estate Project and the said Land including *inter-alia*, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the Pune Municipal Corporation, Pune or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, facility managers, liftman, gardeners, water pump/s, supply of water by water tankers, expenses for lift repairs, machinery repairs, common security, parking maintenance, common power backup expenses, Sewage treatment plant, Organic waste converter and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the said Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s herein agreed that, the Promoter is entitled to charge the provisional monthly maintenance charges for the maintenance of the real estate project and the Allottee/s shall be liable to pay such provisional monthly maintenance to the Promoter on demand with demur.
- (ii) The Allottee/s herein has/have specifically agreed to pay his/their contribution for running and maintaining the lifts/elevators, generators, invertors, batteries (if provided to the real estate project and/or building/s therein) irrespective of the floor on which the said Apartment is located and also irrespective of the use of the lifts/elevators by the Allottee.
- (iii) The Allottee/s agrees that in case the expenses incurred are more, such additional charges will be borne by the Allottee/s, and the balance amount if any will be handed over to Society/Association of Apartments. The Promoter shall cause maintenance of the building/s till handing over responsibility of the same to the Co-operative Society/ Association of

Apartments. Upon handing over, such Co-operative Society/ Association of Apartments/Apex Body/Co-operative Housing Association /Ultimate Body shall also cause maintenance of the common areas and amenities at their own cost. The Promoter shall not be responsible for the maintenance or the failure in maintenance of the common areas and amenities

- (i) The Allottee/s hereby agrees that if he/she/they does not pay the maintenance as mentioned above, the Promoter will charge interest and compensation on the said outgoings, and the Allottee/s shall be liable to pay the same.
- (ii) Without prejudice to the above covenants, if the Promoter or Co-operative Society/ Association of Apartments finds that if the Diesel Generator maintenance or the running cost i.e. diesel expenses required to run the generator is not manageable/ sufficient from the common outgoings, it can be charged separately. Whereas the unit/s which have got additional electrical load sanctioned from MSEDCL and the unit/s consuming more power than the sanctioned electrical load from the DG sets will be charged extra proportionately as levied and demanded by the Promoter / Co-operative Society/ Association of Apartments.
- (iii) Till a separate electric meter or a water meter is installed/allotted by the MSEDCL/PMC and any other local authority, the Allottee/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Shop/Unit/Apartment. The Allottee/s is/are made aware that such charges are normally more than regular charges as same being considered as commercial use, failing which the Promoter shall not be responsible for supplying electricity and water until the concerned department installs the electricity and water meter.
- (iv) The Promoter shall be entitled to enter into agreement with any person/s / company/ies/ agency/ies for maintenance of the common facilities of the real estate project for months or year with a view to ensure cleanliness thereof. The Allottee/s shall be bound by the said contract. It is clearly and specifically understood and agreed by and between the parties hereto that, the Promoter shall be liable to pay an amount of Rs. Eleven per month towards maintenance in respect of each unsold units/flats/apartments in the real estate project.

- (v) The entire operations and maintenance of the real estate project and the building/s therein and/or the common amenities is being carried out either by the Promoter / Co-operative Society/ Association of Apartments on behalf of the Allottee/s and for the benefit of the community of the unit holders as a whole. Under no circumstances and no grounds the Allottee/s shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Shop/Unit/Apartment.
- (vi) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter / Co-operative Society/ Association of Apartments of Allottee/s after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter / Co-operative Society/ Association of Apartments as the case may be.
- (vii) The Allottee/s has/have understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the real estate project/s on the said Land and the building/s therein is not hampered in any way due to lack of or nonpayment by the Allottee/s.
- (viii) Without prejudice to above the Allottee/s shall, before delivery of possession of the said Apartment in accordance with Clause 9 (i) above, deposit the following amounts with the Promoter,-
- Rs.1,00,000/- for 2 RHK, Rs.50,000/- for 1 RHK and Rs.35,000/- for 1 RK as one time maintenance deposit along with service tax/GST, if any as applicable on the date of demand raised. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society and/or Association of Apartments as the

case may be. All the amounts to be paid to the Promoter by the Allottee/s shall be paid alongwith applicable Service Tax/GST.

**15. SPECIFIC CONSENT BY THE ALLOTTEE/S:-**

- 15.1 The Promoter/s shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the said Land for the construction of any building/s or part thereof in the Real Estate Project/s, next phase. The Allottee/s hereby gives his/her/their specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building/s regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the real estate project/s, said Land for carrying out any permissible construction in the Real Estate Project/s.
- 15.2 The Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said Apartment/unit hereby agreed to be sold.
- 15.3 It is specifically agreed by the Allottee/s that if such consent is formally and in writing required by the Promoter for maximum exploitation of the said Land and for utilizing entire development potentiality of the said Land as well as for getting maximum benefits out of the same then in that event the Allottee/s shall not withhold or refuse such consent/permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.
- 15.4 If any portion of the said Land is required for the purpose of road widening or D.P. Road, FSI generated out of amenity space, road widening or any reservation then the concerned authorities may pay the compensation in the form of additional FSI or TDR or development rights for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI or TDR or development rights on the said Land or part thereof. The Promoter shall be entitled to use the same as extension of any of the building/s or addition of floors on any building/s in the real estate project as per the approved sanctioned plan/s by the concerned development authority. The Allottee/s has/have hereby given his/her/their irrevocable consent for the same and for the revision of the building/s plans of the real estate project. The Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI or TDR and/or development rights to any intending Allottee/s of its choice for consideration, who will be

admitted as the member of the concerned society/apartment condominium without payment of any premium or transfer fees to the Society. If the concerned authorities or the local authority refuses to grant such compensatory FSI or TDR, development rights then the Promoter shall be absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the conveyance in favour of the Society/Association of Apartments.

15.5 In the event of Promoter revising the building plan/s with or without addition of land Allottee/s gives his/her/their irrevocable consent for such revision and overall addition or reduction to said Land, amenity space, Open space areas and change of location for amenity space, Open space etc. as the case may be.

15.6 In the event of grant of additional FSI/FAR/TDR or development rights by the competent authority/ local authority/planning authority as a result of including but not limited to addition of extra land to said Land, increase in FSI /FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR/TDR or development rights on the said Land or part thereof either by way of construction of new building/s or addition of new structure or extension of any of the building/s/ in the real estate project/s on the said Land. The Allottee/s has/have hereby given his/her/their irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR/TDR or development rights by way of construction of new building, structure or extension of any of the existing building/s and/or addition of floors on the existing building/s.

**16. AUTHORIZATION BY THE ALLOTTEES/PURCHASERS:-**

16.1 The Allottee/s hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottee/s to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI/FAR/TDR and to revise the building plans of the real estate project from time to time, to avail of any benefits, to obtain FSI for open space, amenity space, road widening and get the building plan for open space, amenity space sanctioned, to give consent for mortgage of the said Land or part/s thereof by the Promoter, to give consent to the draft of bye laws of the Society/Association of Apartments, to register the required documents for the said purpose, and generally to do all acts, deeds and

things by signature or otherwise for carrying out the said real estate project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter.

16.2 The Allottee/s also hereby authorizes the Promoter to utilize and take access from the marginal open spaces of the said building/s, to take connections, extensions of water, electricity, sewage or drainage lines and other facilities for the building/s, of the real estate project as and when the Promoter requires to do so for carrying out further development and construction.

16.3 The Allottee/s hereby irrevocably authorizes the Promoter to represent him/her/them, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may till the execution of the final conveyance represent the Allottee/s by signature or otherwise, to do all the necessary things/acts in all the departments of the local/competent authority, Collectorate, Road, Water, Building, Tax assessment, Government and Semi-Government departments, MS&ED Co. Ltd., etc. and the same shall stand ratified and confirmed by the Allottee/s herein.

16.4 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, antennas for WIFI services, hoarding/s, sign on the top terrace of the said building/s of the real estate project or in the Common areas at its/their discretion and commercially exploit the same to its/their sole benefit. The Allottee/s covenants that he/she/they shall confirm the same and declare that he/she/they shall not raise any dispute regarding the same. The Allottee/s consent that the Promoter shall retain with itself all the hoarding rights to display hoarding/s on the top terrace of the building/s and in the Common areas, amenities and facilities and in the compound either by itself/themselves or through its/their nominee or nominees as the case may be. The Promoter shall be at absolute liberty to allot the said right to such person/s in the manner it/they deem fit and proper. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee/s, the Allottee/s shall not be entitled to the benefit of such rights.

17. **COVENANTS AND UNDERTAKINGS BY THE ALLOTTEE/S :-**

17.1 The Allottee/s shall be entitled to sell the said Apartment to any person of his/her/their choice, during construction stage of the said Apartment and the

Promoter on prior written request in prescribed form, will issue in his/her/their favor necessary No Objection Certificate to that effect and shall also co-operate with the Purchaser/s in that regard, provided, (i) the Allottee/s makes timely payment of the consideration amount and pays entire consideration amount and all dues, taxes, cesses to the Promoter before selling the said Apartment; (ii) the subsequent Purchaser of the said Apartment absolutely consents to abide by all the terms and conditions of this Agreement.

- 17.2 If the Allottee/s after formation of the Society/Association of Apartments but before execution and registration of the conveyance/deed of apartment intends to assign his/her/their rights in respect of the said Apartment, he/she/they shall take No Objection Certificate from the said Society/Association of Apartments and the Promoter.
- 17.3 If the Allottee/s after the execution and registration of the conveyance/deed of apartment in favour of the said Society/ Association of Apartments intends to assign his/her/their rights in respect of the said Apartment, he/she/they shall take No Objection only of the said Society/Association of Apartments by complying with necessary legal formalities as the case may be.
- 17.4 The Allottee/s is aware, agree and confirm that, the Promoter will hand over/deliver the common amenities of the real estate project/s on the said Land only after obtaining the final/last Occupation Certificate/Completion Certificate from the local authority and the Allottee/s shall not have any objection for the same and he/she/they shall not raise any objection for the same henceforth.
- 17.5 Neither the Allottee/s nor any of the purchasers of flats/units/Apartment in the Real Estate Project shall object to the Promoter laying through or under or over the said Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the building/s which are to be developed and constructed on any portion of the said Land.
- 17.6. The Promoter shall be responsible for getting water connection from Planning Authority and also responsible for creating internal water and drainage distribution system. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the real estate Project. The Promoter shall not be in any way responsible for non

supply or inadequate supply of water to the real estate Project.

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

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexures subject to what is stated in the Title Certificate -

- (i) The said Promoter and Confirming Party has clear and marketable title with respect to the said Land except the encumbrance disclosed heretobefore and the Promoter has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project/s on the said Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project/s and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project/s on the said Land.
- (iii) There are no encumbrances upon the Real Estate Project except the encumbrance disclosed heretobefore.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project/s on the said Land, 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 Real Estate Project/s, 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 Real Estate Project/s and common areas;
- (v) 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/s created herein, may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land and the said Apartment, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the

manner contemplated in this Agreement;

- (viii) At the time of execution of the Conveyance of the Said Land in favour of the Society/Association of Apartments, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project/s on the said Land as detailed in the **Fourth Schedule** hereunder written to the Society/Association of Apartments;
- (ix) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges, cess and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society/Association of Apartments;
- (x) 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 Land) has been received or served upon the Promoter in respect of the said Land and/or the Real Estate Project except those disclosed to the Allottee/s.

**19. COVENANTS AND UNDERTAKING BY THE ALLOTTEE/S:-**

The Allottee/s, with intention to bring all persons into whosoever hands the Apartment and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

- i) To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Real Estate Project/s which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building/s in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities and Promoter.
- ii) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building/s in the Real Estate Project/s on the said Land in which the said 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/s in which the said Apartment is situated, including entrances of the Real Estate Project/s in which the said Apartment is situated and in case any damage is caused to the building/s in the Real Estate Project/s in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii) The Allottee/s hereby further agree/s that even after formation and registration of the Society/Association of Apartment and at all times thereafter, the Allottee/s in his/her/their individual capacity and as member of the Society/Association of Apartment shall not create any hindrance or obstacle for the Promoter in exercising its rights to carry out construction and development of the said building/s, real estate project/s in accordance with the scheme of development, including any variations, amendments and/or modifications therein, and shall not raise any obstruction or interfere with its rights in relation thereto.

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 said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

- iv) The Allottee/s agrees in perpetuity not to carry out any structural changes or to increase the size of the said Apartment in any manner including covering of terraces, balconies by temporary material or by means of any kind of extension, amalgamation etc. without the explicit permission of the Promoter in writing. Also Allottee/s agrees not to alter the external elevation of the building/s and/ or to fix grills of non-standard or non-uniform design, in no circumstances whatsoever at no time after taking over the possession.
- v) To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building/s in the Real Estate Project/s in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of committing any act with respect to the said Apartment in

contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- vi) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project/s in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project/s in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society/ies/Association of Apartments;
- vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Real Estate Project/s in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- viii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and/or the Real Estate Project/s in which the said Apartment is situated.
- ix) Pay to the Promoter or any agency suggested by the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or MNGL or any other agency for giving water, gas, waste collection service or any other service connection to the Real Estate Project/s in which the said Apartment is situated.
- x) Pay to the Promoter an amount of refundable security deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only) at the time of taking possession of the said Apartment for the purpose meeting the expenses of breakages/damages to the common areas i.e. staircase, lobby, parking, lifts, passages, while shifting material, furniture or at the timing of carrying interior work of the said Apartment by the Allottee/s and/or

his/her/their Licensee, agent, worker.

- xi) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- xii) Not to change the user of the said Apartment without the prior written permission of the Promoter and Society/ies/Association of Apartments;
- xiii) 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 real estate Project/s (except the Allottee's name plate at the designated place and not exceeding the size suggested by the Promoter/ Society/ies/Association of Apartment/s, Ultimate Body), without the prior written permission of the Promoter and Society/ies/Association of Apartments;
- xiv) 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;
- xv) 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 as also the parking space/s in order to maintain aesthetic / architectural elevation of the building/s and real estate project/s.
- xvi) 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 said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- xvii) The Allottee/s shall not be entitled to claim possession of the said Apartment until the Occupation / Completion Certificate is received from the local authority and the Allottee/s has paid all dues payable under this Agreement in respect of the said Apartment to the Promoter and has paid the necessary maintenance amount/deposits, service tax, GST, vat and other taxes payable under this Agreement.
- xviii) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment or dispose of or alienate otherwise howsoever, the said Apartment and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits,

cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is/are desirous of transferring the said Apartment and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

- xix) The Allottee/s shall observe and perform all the rules and regulations which the Society/ies/Association of Apartments 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/s and the said Apartment 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/s shall also observe and perform all the stipulations and conditions laid down by the Society / Association of Apartments regarding the occupancy and use of the said Apartment in the Real Estate Project/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xx) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Apartment and the Real Estate Project/s or any part thereof to view and examine the state and condition thereof.
- xxi) Till the Conveyance is executed in favour of the Society/Association of Apartments, the Allottee/s 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 Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

20. **NO GRANT OR DEMISE:-**

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 the Real Estate Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said

Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance, Deed of Apartment is executed, as the case may be.

**21. SANCTIONED OPEN PARKINGS:**

It is hereby agreed that though the open parking area shall be owned by all the Allottee/s or their society/apartment/ultimate organization, it is the necessity and requirement of the Allottee/s that permission to use the open parking spaces be given amongst themselves to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoter on the request of the Allottee/s herein will keep and maintain a register/record of issuance of permission to use such sanctioned open parkings to be done by the Allottee/s amongst themselves which permission to use is/are to be ratified/confirmed by all the Allottee/s of the building/s on the said Land from such society/association of apartments. The Allottee/s has/have not taken any consideration for such issuance of permission to use the parkings. It is specifically agreed by the Allottee/s herein that the above work is being done by the Promoter ex-gratia on the request of the Allottee/s and that if for any reason it be held that such permission to use of parking/s by the Allottee/s themselves is not proper then the Allottee/s in the real estate project (including the Allottee/s herein) shall be entitled to use the entire parking area in common with the other Allottee/s. All the Allottee/s in the real estate project (who have till this date booked apartments in the real estate project) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own volition, gave permission to use open parkings to whom covered parking is not allotted amongst themselves, on first come first serve basis and have agreed amongst themselves to get the said permission to use open parkings ratified/confirmed from the society/association of apartments which may be formed and the same shall form a part of the ultimate conveyance in favour of the said society.

**22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge

is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Apartment Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises by the Promoter.

23. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 15 (fifteen) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration then allotment of the said Apartment shall be treated as cancelled and the Promoter shall deduct Rs.50,000/- from the amount received from the Allottee/s.

24. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, offer letter, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

25. **RIGHT TO AMEND:**

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

26. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S/SUBSEQUENT ALLOTTEE/S:**

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 real estate project shall equally be applicable to and enforceable against any subsequent allottee/s of the Said Apartment,

in case of a transfer, as the said obligations go along with the Said Apartment, for all intents and purposes.

27. **SEVERABILITY:**

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

28. **FURTHER ASSURANCES:**

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in and/or near City of Pune, after the Agreement is duly executed by the Allottee/s 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.

30. The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

31. **NOTICES:-**

All notices to be served on the Allottee/s and the Promoter as

contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

1. -----  
Notified E-mail ID: \_\_\_\_\_
2. -----  
Notified E-mail ID : \_\_\_\_\_  
No.1 and 2 Both Correspondence Address at : -----  
-----

**M/s. Pear Realty,**  
Bhagirati Corner, 1187/27, Ghole Road, Shivajinagar, Pune 411 005,  
Email ID: \_\_\_\_\_

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address, Email ID 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/s, as the case may be.

32. **THE NAME OF THE SAID PROJECT:-**

Notwithstanding anything contained anywhere in this Agreement, the Promoter has named the real estate project as “-----**Phase-1**” and the Building as “-----”the Promoter is entitled to erect or affix Promoter’s name board at suitable places as decided by the Promoter herein on the building/s and at the entrances of the real estate Project. The said name of the building/real estate project has been specifically selected by the Promoter considering the features and location of the real estate project and the Allottee/s and/or Purchaser/s or/and said society/ Association of Apartment shall never change or alter the same for any reason whatsoever.

33. **DECLARATION BY PARTIES :**

- 33.1 It is hereby confirmed and understood by the parties that furniture lay-out, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample units, web site, video & other promotional medias are shown only as indicative and as artists impression and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.

33.2 The Parties hereto have carefully read and understood all the contents of this Agreement along with all the Schedules and Annexures hereof and also got the same understood in their vernacular language and also got understood from his/her/their Advocate/s and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

33.3 The titles and headings given for the clauses in this agreement are for convenience only and the same shall not be considered a part of or affect the construction or interpretation of any provision or term or condition of this agreement.

34. **JOINT ALLOTTEES:**

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

35. **SAFETY AND DISCIPLINE:**

i) 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.

ii) 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.

36. **STAMP DUTY AND REGISTRATION CHARGES:**

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

The Promoter is/may only facilitating the Allottee/s in payment of Stamp Duty, LBT, Metro Cess, GST and registration charges. The amount may be received in the Promoter's Account for such facilitation. The same does not

mean receipt thereof by the Promoter. In fact, the Promoter is not charging any service charges for this facilitation.

37. **ALLOTTEE/S AS AN INVESTOR:**

Even though the purchase by the Allottee/s of the said Apartment is a capital asset, the Allottee/s is an Investor (within the meaning described to the said word under Maharashtra Stamp Act, 1958), the Allottee/s therefore reserves the right to claim stamp duty set off/adjustments of the stamp duty paid by the Allottee/s on these presents in terms of Article 5 (g-a) (ii) of schedule-I to the Maharashtra Stamp Act, 1958 upon the Allottee/s assigning the benefit of this agreement and his/her/its/their interest in the said Apartment to a subsequent Allottee/s.

38. **TAX DEDUCTED AT SOURCE:**

Provided that, any deduction of an amount is made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/credited by the Promoter, only upon Purchaser/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department Website to that effect.

Provided further, that at the time of handing over the possession of the said flat if such Certificate of TDS is not produced to the Promoter, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoter and which deposit shall be refunded by the Promoter on the Allottee/s producing/furnishing such certificate within 4 (four) months of the possession of the said flat being handed over after obtaining completion certificate. Provided further that in case the Allottee/s fail/s to produce such TDS certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

39. The Allottee/s and/or the Society/Association of Apartments to be formed as envisaged under this Agreement, shall offer his/her/their unconditional support and follow and comply as required by local/state/central government including semi governmental agencies and pollution control board and *inter alia* all rules, regulations, conditions, consent to establish, consent to operate 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 there under, published by concerned government authorities /departments and which may include operation for Sewage/Effluent Treatment Plant, Organic Waste Converter, Rain Water Harvesting, fossil fuel generator/s, solar water heater, fire fighting system/equipment/alarms/sprinklers, solid waste segregation, garbage chute, ventilation devices (if any) and other equipments and processes etc., The Allottee/s hereby gives his/her/their consent and no objection to the Promoter and/or the Society/ Association of Apartments or the maintenance company to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/s agree to contribute to costs involved in these processes as decided by Society/Association of Apartments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and / or Society/Association of Apartments to be formed as envisaged under this Agreement, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.

The Allottee/s, Society/Association of Apartments of the allottees undertakes to efficiently and safely run, maintain and bear the cost for the same. The entire responsibility of the safety measures to be taken while maintaining the above said equipments and any other equipments provided by the Promoter lies on all the allottees, Society/Association of Apartments of the allottees. All the Allottees, Society/Association of Apartments of the allottees shall abide all the AMC's entered by the Promoter with different person/s, company/ies, agency/ies and shall renew the same from time to time as required by any law in force.

All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon all the Allottees, Society/Association of Apartments of

the allottees. All the Allottees, Society/Association of Apartments shall be bound and hereby undertake to and continue to observe, comply with and follow all directions issued by the concerned authorities. All the Allottees, Society/Association of Apartments of the allottees shall comply with all requisitions, terms, conditions, consent to establish, consent to operate and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations if applicable. The Allottee/s or the Society/Association of Apartments will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of the Allottees/ Society/Association Apartments to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipments/devices and processes. In the event of non compliance of any rules, regulations, terms of any order with respect to real estate project/s on the said Land before or after handover of the different equipments such as STP, OWC etc. by the Allottee/s or the Society/ Association of Apartments, any loss, costs, expenses, penalties, litigations incurred and suffered by the promoter the same shall be indemnified by the Allottee/s or the Society/Association of Apartments.

40. **DISPUTE RESOLUTION:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

41. **GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Pune City, and the Courts of Law in Pune will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

42. **WAIVER:**

Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or any concession or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoter of any breach of or

noncompliance 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.

43. The Allottee/s has/have paid the proper stamp duty and registration fees to this Agreement.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Pune in the presence of attesting witness, signing as such on the day first above written.

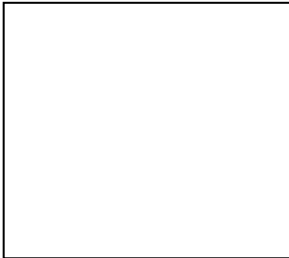
**SIGNED AND DELIVERED**

By the within named the Promoter/Owner

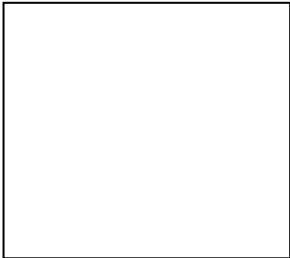
**M/S. PEAR REALTY,**

Through its Partner/s

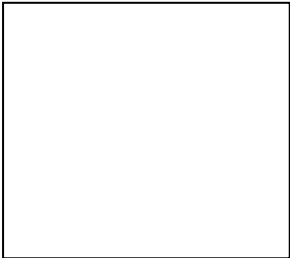
**Mr. Vinayak Ramchandra Karpe**



(Photo)



(Thumb)

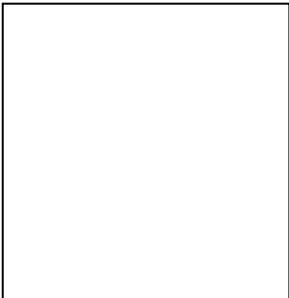


(Sign)

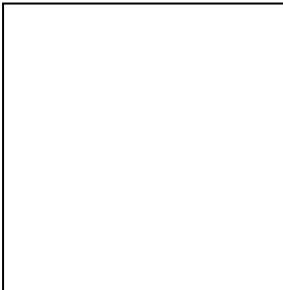
**SIGNED AND DELIVERED**

By the within named the Allottee/s

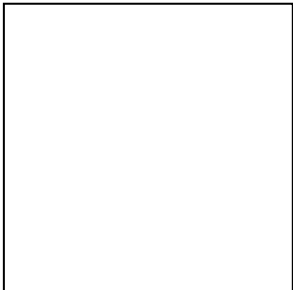
1. -----



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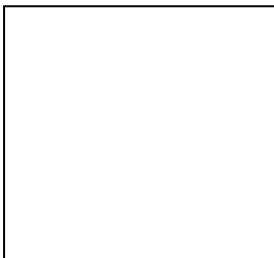
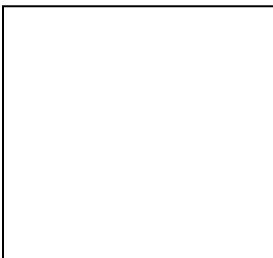
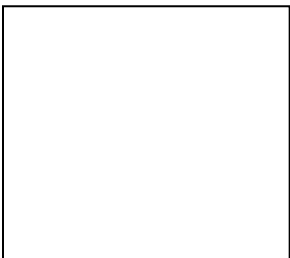


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(Sign)

2. -----



(Photo) (Thumb) (Sign)

**SIGNED, SEALED AND DELIVERED** by  
the within named Confirming Party Mrs.  
Jyoti Rahul Balwadkar through her power of  
attorney **Mr. Vinayak Ramchandra Karpe,**  
Partner of **M/s. Pearl Realty,**

(Photo) (Thumb) (Sign)

IN THE PRESENCE OF

1.

NAME: -

ADDRESS: -

SIGN:-
2.

NAME: -

ADDRESS: -

SIGN:-

**FIRST SCHEDULE**

**(Description of the Said Land)**

All that piece and parcel of land or grounds admeasuring 00 Hectare 15.66 Are i.e 1566 Sq. Mtrs. out of the land bearing Survey No. 37/2 Part admeasuring about 01 Hectare 74 Are, Assessed at Rs. 03 = 37 Paise situated at Village **BALEWADI**, Taluka Haveli, within the Registration District Pune, Sub Registration District Haveli and within the limits of Pune Municipal Corporation, Pune which is bounded as follows:-

|                     |   |                                                                       |
|---------------------|---|-----------------------------------------------------------------------|
| On or towards East  | : | By Road                                                               |
| On or towards South | : | By Road                                                               |
| On or Towards West  | : | By Survey No.37/1                                                     |
| On or towards North | : | By property of Mr. Virsen<br>Tamhane and Mrs. Minal<br>Virsen Tamhane |

Alongwith right to use all types FSI or TDR for the area admesuring 00 Hectare 15.66 Are out of the aforesaid property acquired for road and other area if any reserved and permitted by the Development Controlling Authority or Pune Municipal Corporation, Pune from time to time.

**SECOND SCHEDULE**

**( Description of the Said Apartment )**

|                                    |          |                                                                                                                                                              |
|------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name</b>                | <b>:</b> | <b>“-----Phase-1”</b>                                                                                                                                        |
| Location                           |          | Said Land described in the First Schedule, situated at Village-Balewadi, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation, Pune. |
| The said Apartment/Flat No.        | :        | -----                                                                                                                                                        |
| Floor/s                            | :        | ----- <sup>th</sup>                                                                                                                                          |
| Carpet Area                        | :        | ----- sq. mtrs.                                                                                                                                              |
| Balcony Area/Enclosed Balcony Area | :        | ----- sq. mtrs.                                                                                                                                              |
| Attached Terrace                   | :        | ----- sq. mtrs.                                                                                                                                              |

### **THIRD SCHEDULE**

**Description of the Specifications and Common Amenities of the real estate project.**

#### **A. SPECIFICATIONS**

##### **STRUCTURE**

Earthquake resistant RCC Frame Structure

##### **MASONRY**

AAC Block / Fly Ash Bricks.

##### **WALL FINISH & PAINTING**

External Wall with Sand Faced Plaster finished with

External Grade Acrylic Emulsion Paint.

Internal Wall with Gypsum Plaster Finished with Paint

##### **FLOORING**

Vitrified tiles for Living, Dinning & Bedroom

Anti-skid flooring for Bathrooms

##### **KITCHEN**

Granite Platform with Stainless steel sink

Glazed Dado Tiles - 2 feet above platform

Provision for water purifier

Electric Point for Refrigerator, oven, & Exhaust Fan

##### **UTILITY / DRY BALCONY**

Inlet & Outlet Point for Washing Machine

Electric Point for Washing Machine

##### **BATHROOM & TOILETS**

Dado Tiles up to Lintel Level

Concealed plumbing for water supply with CP & Sanitary fittings

Single lever diverter in all Bathrooms

Health faucet

Electrical provision for Exhaust fan in all Bathrooms

False Ceiling in Toilets

##### **DOORS / WINDOWS & TERRACE**

Main Door with Name Plate & Door Fittings

Laminated Doors For Bedrooms & Bathroom.

Laminated Main Door

3 Track Powder coated Aluminum sliding windows with mosquito net

Fabricated MS Grills in all Room Windows

Granite Sill for Windows

##### **ELECTRICAL**

Concealed copper wiring

Modular Switches

Electrical point for AC in One Room

Stand alone Video door phone

Earth Leakage Circuit Breaker

#### **B. AMENITIES**

Designer entrance gate  
2 Automatic Elevators with Power Back up  
Genset Power back up for lifts, Pumps & common Area lightings  
Rainwater Harvesting  
Fire Fighting System  
One Entrance lobby per Building  
Children Play area  
Multipurpose Hall with Lawn  
Gym  
Underground water tank and overhead water tanks and plumbing, pump/s, electrical meter room.

#### **FOURTH SCHEDULE**

##### **Common Areas/Amenities/Facilities on the Said Larger Land.**

1. Common Water, Drainage and Storm Water Drainage Lines.
2. Sewage Treatment Plant
3. Fire Tank and Pumps
4. OWC Organic Waste Composter

##### **LIMITED COMMON AREAS AND FACILITIES:**

1. Partition walls between two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace units and above the building shall exclusively belong to such respective unit if so specifically allotted by the Promoter.
3. Other exclusive and limited common areas and facilities as mentioned in body of this Agreement.
4. Passages and toilets/W.C.'s which are not the part of the specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilet/W.C.'s for their exclusive or limited common use only as per the discretion and option of Promoter.
5. All areas etc. which are not covered under aforesaid head “Common Areas / Amenities /Facilities” are limited areas and facilities and Promoter shall have exclusive rights to allot the same for use of any allottee/s in the building.

#### **FIFTH SCHEDULE**

(Payment paid/to be paid by the Allottee/s to the Promoter)

| TENTATIVE PAYMENT SCHEDULE                               |      |
|----------------------------------------------------------|------|
| Booking Amount                                           | 10%  |
| Within 7 days of Registration of Agreement for Sale      | 10%  |
| On Completion of the Plinth of the Building              | 20%  |
| On Completion of Casting of Second slab                  | 5%   |
| On Completion of Casting of Fourth slab                  | 5%   |
| On Completion of Casting of Sixth slab                   | 5%   |
| On Completion of Casting of Eighth slab                  | 5%   |
| On Completion of Casting of Tenth slab                   | 5%   |
| On Completion of Casting of Twelfth slab                 | 5%   |
| On Completion of Brick work of the Apartment/Unit        | 5%   |
| On Completion of Internal plaster of the Apartment/ Unit | 5%   |
| On Completion of Toilets' Dado of the Apartment/ Unit    | 5%   |
| On Completion of Flooring of the Apartment/ Unit         | 5%   |
| On Completion of Staircase & Common passage Flooring     | 5%   |
| Apartment/ Unit ready for Possession                     | 5%   |
| Total                                                    | 100% |

**List of Annexure as under -**

**Annexure-1** Copy of Sanctioned Plan by the Pune Municipal Corporation,Pune.

**Annexure-2** Copy of Commencement Certificate

**Annexure-3** Copy of the Extract of 7/12 of the said Larger Land.

**Annexure-4** Copy of the Title Certificate issued by the Advocate with respect to the said Land.

**Annexure-5** Copy of the floor plan showing the said apartment .

**Annexure-6** Copy of the registration certificate issued by the RERA.

**Annexure-7** Copy of the Order passed by Tahsildar Haveli for conversation of use of the said land by changing assessment.