

AGREEMENT OF SALE

THE AGREEMENT OF SALE IS MADE AND EXECUTED AT PUNE, ON THE PRESENT -----
DAY OF ----- 2022;

BETWEEN

M/S. SVASTI REALTORS,

(Erstwhile M/S. SVASTI MAHAJAN REALTORS)

A Registered Partnership Firm,

Having its Office at Shop No. 12 & 13,

Nirmala Co-Op Housing Society,

Chinchwad Station, Pune 411 019.

PAN – ADDFS 9378M

Through its Partners,

1. M/s. Svasti Corp LLP,
Through its Partner,
Mr. Amit Nandkishor Dhulekar
Age - 39 Years, Occupation - Business.

2. M/s. Svasti Corp LLP,
Through its Partner,
Mr. Prafull Kisan Aher
Age - 40 Years, Occupation - Business.

Hereinafter referred as “**THE DEVELOPER / THE PROMOTER**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said LLP, its present and future Partners, its successors-in-title, its assigns, receivers, administrators)

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

AND

Ms. _____

Age - Yrs, **Occupation –**

PAN –

Aadhar Card No –

R/at – Flat No. 04, Shubhecha Apartment , Right Bhusari Colony, Pune - 411038

Hereinafter referred to as “**THE ALLOTTEE**” (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the Purchaser’s heirs, executors, administrators and assigns)

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

AND

1. MR. SUBHASH GANGADHAR CHUTKE, Age - 67, Occ – Business, PAN - AERPC2272D,
2. MRS. CHHAYA SUBHASH CHUTKE, Age - 60, Occ – Housewife, PAN - AKWPC6746K,
3. SMT. RAJASHREE VIKRAM CHUTKE, Age - 36, Occ – Housewife, PAN: ANDPC9170D,
4. MISS. RAJVI VIKRAM CHUTKE, Age - 9, Occ – Student, through her Natural Guardian (Mother) - Smt. Rajashree Vikram Chutke
5. MISS. NIKITA SUBHASH CHUTKE, Age - 32, Occ – Advocate, PAN - AIFPC3571M, Above No. 1 to 5 R/at Purshottam Apartment, Third Floor, Near Parvati Canal, Dandekar Bridge, Sadashiv Peth, Pune 411030
6. MR. SHASHANK KISHOR CHUTKE, Age - 37 Yrs, Occ – Business, PAN - AHKPC6001E, R/at - 9/B, Shubhashirwad, Patwardhan Baug, Erandwane, Pune 411004
7. MR. DATTATRAYA MARUTI MARNE, Age - 43, Occ – Agriculture, PAN - AKGPM6815K,
8. MRS. MANGAL BALASAHEB GOLE, Age - 47, Occ - Housewife & Agriculture, PAN - AFFPG6617R,

9. MR. SURYAKANT PARVATI CHONDHE, Age - 52, Occ – Agriculture, PAN - AFSPC4269A,
10. MRS. KUSUM KAILAS CHONDHE, Age - 47, Occ - Housewife & Agriculture, PAN - AFGPC2598Q,
11. MR. ASHOK KHANDU CHONDHE, Age - 36, Occ – Agriculture, PAN - AJAPC5123H, Above No. 7 to 11 R/at Bhugaon, Tal Mulshi, Dist Pune 412115
12. MR. BABANRAO DATTATRAYA BHILARE, Age - 59, Occ - Business & Agriculture, PAN - ADZPB4073G, R/at S. No. 81/6, Gadiya Estate, Kothrud, Pune 411038
13. MR. PRASHANT SUDAM INGAWALE, Age - 45, Occ - Business & Agriculture, PAN - AALPI8895C, R/at Flat No. 2, Nawale Residency, Shivaji Chowk, Pimple Saudagar, Pune 411027
14. MR. BHALCHANDRA SUDAM INGAWALE, Age - 50, Occ - Business & Agriculture, PAN - AALPI8896B, R/at Flat No. 6, Vishwas Apartment Co-Op Hsg. Soc., Survey No. 29/1A, Sinhgad Road, Vadgaon Bk, Pune 411041
15. MR. SANDESH TATYASAHEB PATIL, Age – 43, Occ – Service & Agriculture, PAN - AJAPP6262E, R/at - Flat No. 1, Survey No. 72/1B/28, Kushal Kutir, Infront of Sumanashree Manga Karyalay, Sangvi, Pune 411027
16. MR. SHRENIK TATYASAHEB PATIL, Age – 45, Occ – Service, PAN - AGJPP2701N,
17. SMT. KALPANA TATYASAHEB PATIL, Age – 67, Occ – Agriculture, PAN - ADKPP2663D,
Above No. 16 & 17 R/at - 5 C – 103, Kalptaru Estate, Phase II, Near Shruti Hotel, Pimple Gurav, Pune 411 027
18. MRS. HEMA UMESH PAWAR, Age - 38, Occ - Housewife & Agriculture, PAN - BJQPP3578J,
19. MR. UMESH PRABHAKAR PAWAR, Age - 47, Occ – Agriculture, PAN - AXAPP0063F,
Above No. 18 & 19 R/at Bhugaon, Tal Mulshi, Dist Pune 412115
20. MR. BABASAHEB PANDHARINATH INGAWALE, Age - 67, Occ – Agriculture, PAN - AAUPI7343E, R/at Matalwadi Phata, Paud Road, Near Navnath Mandir, Bhugaon, Pirnagut, Pune 412115
21. MR. RAJU BABASAHEB INGAWALE, Age - 28, Occ – Agriculture, PAN - AECPI4419M, R/at Laxmi Pandurang Complex, Flat No. 1, Paud Road, Bhugaon, Near Navnath Mandir, Bhugaon, Pune 412115
22. MRS. SULABHA BABASAHEB INGAWALE, Age - 61, Occ – Housewife, PAN - ABSPI3469G, R/at Matalwadi Phata, Paud Road, Near Navnath Mandir, Bhugaon, Pirnagut, Pune 412115

23. MRS. NEELAM SUDHIR GAWARI, Age - 34, Occ – Housewife, PAN - AAVPI3289C, R/at Post Vitthalwadi, Tal. Shirur, Near Primary School, Pune 412208
24. MRS. ASHWINI SURESH NIMBALKAR, Age - 38, Occ – Housewife, PAN - ASCPN4390E, R/at Mojhe Ali, Lohegaon, Pune 411047
25. SMT. ROHINI SHANKAR INGAWALE, Age - 58, Occ – Housewife, PAN - ABSPI9765P,
26. MR. OMKAR SHANKAR INGAWALE, Age - 29, Occ – Agriculture, PAN - ACEPI2892G,
Above No. 25 & 26 R/at S. No. 88, Namdeo Sutar Chawl, Gujrat Colony, Paud Road, Near Sachin Bakery, Kothrud, Pune 411038
27. MRS. VINITA SUMIT DAHIBHATE, Age - 23, Occ – Housewife, PAN - ACGPI6829M, R/at L1/7, Konark Housing Society, Laxmi Nagar, Near Shahu College, Pune 411019
28. MR. MAULI PADMAKAR INGAWALE, Age - 56, Occ – Agriculture, PAN - AASPI4372F,
29. MISS. NAMRATA MAULI INGAWALE, Age - 27, Occ – Agriculture, PAN - AFQPI3858H,
30. MISS. AMRUTA MAULI INGAWALE, Age - 26, Occ – Agriculture, PAN - AFQPI3861N,
31. MAST. PRANAV MAULI INGAWALE, Age - 24, Occ – Agriculture, PAN - AFQPI3859G,
Above No. 28 to 31 R/at Near Mahadeo Mandir, 30, Erandwana Gaothan, Deccan Gymkhana, Pune 411004
32. MRS. SUMAN SHANKAR DAHIBHATE, Age - 68, Occ – Housewife, PAN - AJMPD5279K, R/at L1/7, Konark Housing Society, Laxmi Nagar, Near Shahu College, Pune 411019

Hereinafter referred to as “**CONSENTING PARTY**”, through their duly Constituted Attorney **M/S. SVASTI REALTORS** (Erstwhile M/S. SVASTI MAHAJAN REALTORS), Through its Partners, 1) M/s. Svasti Corp LLP, Through its Partner, Mr. Amit Nandkishor Dhulekar and 2) M/s. Svasti Corp LLP, Through its Partner, Mr. Prafull Kisan Aher (Which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said Owners, its heirs, executors, administrators and assigns)

..... **PARTY OF THE THIRD PART**

WHEREAS,

- A. All that pieces and parcels of, i) Land admeasuring 20 Aar out of Survey No. 14/1 totally admeasuring 00 H 31 Aar, ii) Land admeasuring 02 Aar out of Survey No. 15/4 totally admeasuring 00 H 41 Aar, iii) Land admeasuring 40 Aar out of Survey No. 27 totally admeasuring 00 H 43 Aar, iv) Land bearing Survey No. 12/2 totally admeasuring 7 Aar, v) Land admeasuring 28.33 Aar out of Survey No. 29/1 totally admeasuring 00 H 34 Aar, vi) Land admeasuring 04 Aar out of Survey No. 29/2/2 totally admeasuring 00 H 11 Aar, vii) Land admeasuring 3.34 Aar out of Survey No. 12/1 totally admeasuring 00 H 5 Aar, viii) Land admeasuring 11.66 Aar out of Survey No. 26/2 totally admeasuring 00 H 28 Aar, collectively admeasuring 01 H 16.33 Aar i.e. 11633 Sq. Mtrs., situated at Revenue Village Bhugaon, Taluka Mulshi, District Pune, within the jurisdiction of the Sub Registrar Mulshi, Pune, and for the sake of convenience hereinafter collectively referred to as **“the said Larger Land”**, which is also described more particularly in **SCHEDULE I-A**; and,
- B. All that pieces and parcels of, i) Land admeasuring 40 Aar out of Survey No. 27 totally admeasuring 00 H 43 Aar, ii) Land admeasuring 02 Aar out of Survey No. 15/4 totally admeasuring 00 H 41 Aar and iii) Land admeasuring 20 Aar out of Survey No. 14/1 totally admeasuring 00 H 31 Aar, collectively admeasuring 00 H 62 Aar, out of the said larger land more particularly described in the Schedule I – A written hereinabove and for the sake of convenience hereinafter referred to as **“the said Subject Land”**, which is also described more particularly in **SCHEDULE I-B**;
- C. The said Subject land is part of the said Larger Land as mentioned above; and,
- D. The Promoter has changed its name from M/s. Svasti Mahajan Realtors to M/s. Svasti Realtors with effect from 13-07-2022; and,
- E. The Promoter is entitled and enjoined upon to develop, construct buildings on the said Larger Land vide various registered Sale Deed’s, Agreement to Sale, Agreement to sale cum Development Agreement’s and Irrevocable Power of Attorney’s; and,
- F. The Promoter is in possession of the said larger land; and,
- G. The Promoter had already sanctioned the layout plan of the subject land on 12-01-2018 vide letter No. BMQ/Bhugaon/S. No.14/1 & Others/Pra. Kra. 261/17-18. The authenticated copies of the plans of this Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE “D-1”**; and,
- H. Thereafter, the Promoter had amalgamated the said Larger Land and sanctioned the larger layout of the said Larger Land on 14-07-2019 vide letter No. BMU/CR No. 1380/18-19/Mauje Bhugaon. The authenticated copies of the plans of this Larger Layout as

approved by the concerned Local Authority have been annexed hereto and marked as ANNEXURE “D-2”; and,

- I. Thereafter, the Promoter has revised the above said sanctioned larger layout on 09-07-2021 vide letter No. BMU/CR No. 67/20-21/Mauje Bhugaon. The authenticated copies of the plans of this revised Larger Layout as approved by the concerned Local Authority have been annexed hereto and marked as ANNEXURE “D-3” and according to which the construction of the buildings and open spaces are provided for on the said Larger Land; and,
- J. The Promoter is undertaking the project of development of the said Larger Land in a phase-wise manner as per sanctioned layout which consists of various residential, commercial buildings having common/shared infrastructure like roads, internal roads, tanks, gardens, parking’s, open spaces etc. (hereinafter referred to as “**the said larger Project/Scheme**”); and,
- K. The details pertaining to the title/rights/entitlement of the Promoter to the Larger Land is as follows-
 - (i) There are no Covenants affecting the Larger Land;
 - (ii) There are no Impediments attached to the Larger Land;
 - (iii) There are no tenants / occupants on the Larger Land and nothing is occupied by tenants / occupants on Larger Land;
 - (iv) There are no illegal encroachments on the Larger Land;
 - (v) No permission is required from any Government or Authority which affects the title to the Larger Land; and
 - (vi) Details of mortgage or lien or charge on the Larger Land: -

The Promoter has availed loan from State Bank of India by mortgaging property out of the said Larger Land as mentioned in mortgage deeds dated 23-01-2019 and 20-08-2020 which are registered at the office of Sub- Registrar Mulshi 2 at Serial No. 1538/2019 and 8576/2020, respectively. The promoter will further avail loan/financial assistance for construction of Buildings in the said project including Building bearing No. B named as “Delta High”.
- L. The Promoter herein, while developing the Larger Land in a phase wise manner, and using the development potential of the said Larger Land, has already commenced construction of two residential buildings bearing No. B named as “Delta High” and No. D, and commercial Building bearing No. E. The Promoter herein have obtained all necessary sanctions/approvals for the same. The construction of commercial building bearing No. A is proposed on the remaining part of the said Larger Land. The Developer is in the process

of acquiring adjoining lands for construction of multiple buildings proposed in the future phases.

- M. The Promoter proposed to construct a residential Building bearing No. “B” named as **“Delta High”**, comprising of sanctioned 11 Floors and sanctioned 87 Number of Apartments on the said Subject Land (for the sake of convenience hereinafter referred to as **“the said building”**); and,
- N. **Title of the subject Land** - The title history of the subject land is more particularly mentioned in the Search & Title Reports attached hereto at **ANNEXURE “A”**.
- O. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects; and
- P. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building. The Promoter reserves the right to change the Architect and/or the Structural Engineer if at all required; and
- Q. By virtue of the abovesaid Agreement and Power of Attorney, the Promoter has sole and exclusive right to sell the Apartment/s in the said building to be constructed by the Promoter on the said Subject Land and to enter into Agreement/s with the allottee of the Apartment/s to receive the sale consideration in respect thereof; and,
- R. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the said Subject Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; and,
- S. The authenticated copies of Certificate of Title issued by the Attorney at Law or Advocate of the Promoter, authenticated copies of extract of Village Form VII showing the nature of the title of the Promoter to the said Subject Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **ANNEXURE 'B'** and **'C'**, respectively; and,
- T. The authenticated copies of the plan of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **ANNEXURE E**; and,
- U. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building; and,

- V. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations, and restrictions which are to be observed and performed by the Promoter while developing the said larger land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority; and,
- W. The Promoter commenced the construction of the said building in accordance with the sanctioned plans vide Commencement Certificate bearing No. BMQ/Bhugaon/S. No.14/1 & Others/Pra. Kra. 261/17-18, dated 12-01-2018 issued by Pune Metropolitan Regional Development Authority, Pune. The said Commencement Certificate was obtained for construction of 9 floors consisting of 71 Apartments, which has been annexed and marked as **ANNEXURE F-1**; and,
- X. The Promoter again revised the sanction plan of the said building by adding 2 more upper floors consisting of 16 Nos. of apartments and obtained revised Commencement Certificate vide Commencement Certificate bearing No. BMU/Bhugaon/S. No.14/1 & Others/Pra. Kra. 1380/18-19, dated 04-07-2019 issued by Pune Metropolitan Regional Development Authority, Pune. The said Commencement Certificate has been annexed and marked as **ANNEXURE F-2**; and,
- Y. The Promoter has obtained permission to convert the land use to non-agriculture from Collector, Pune vide Non-Agriculture order dated 30.12.2017 bearing No.134/2017, which has been annexed and marked as **ANNEXURE G**; and,
- Z. The Promoter has completed the construction of the said building in accordance with the sanctioned plans and obtained **Completion Certificate bearing No. BMU/Mou. Bhugaon/S. No.14/1 & Others/Pra. Kra. 67/20-21, dated 05-02-2022 issued by Pune Metropolitan Regional Development Authority, Pune.** The said Completion Certificate has been annexed and marked as **ANNEXURE F-3**; and,
- AA. The Allottee has applied to the Promoter for allotment of an Apartment No. **303** on **Third** floor situated in the said building being constructed on the said Subject Land; and,
- BB. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment; and,
- CC. The Allottee is aware that the Promoter is acquiring adjoining and nearby lands and will amalgamate the same with the said sanctioned Layout. Accordingly, the Promoter will

relocate the Open space as per the proposed to be sanctioned layout. Therefore, the location and size of Open space as shown in current sanctioned layout is bound to change. The size of the Open Space will change as per DC rules. The Promoter reserves the right to provide the Open Space at a single location or else provide it in parts at various locations in the layout; and,

- DD. The Allottee is aware that the location of Access Road as shown in the current sanctioned layout for the said Building is subject to change. The Promoter at its own discretion will provide a single or multiple access roads to the said Building. The Access roads will be allowed to use by other Allottees in the sanctioned layout or proposed to be sanctioned layout. The usage rights will be specifically mentioned in the various agreements to be executed between Promoter and other Allottees. The Promoter may also give usage/easement rights of Access road to adjoining Plot/land owners, adjoining projects and residents of the adjoining project at its sole discretion; and,
- EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; and
- FF. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of _____/- (**Rupees** _____ **Only**) being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing; and,
- GG. The Promoter has registered the project of the construction of the said building (hereinafter referred to as **“the said Project”**) under the provisions of the Act with the Real Estate Regulatory Authority bearing No. P52100015089 on 24-01-2018; authenticated copy is attached as **ANNEXURE H**; and,
- HH. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908; and,
- II. This Agreement along with its schedules and annexures constitutes entire agreement between the parties with respect to the subject matter and supersedes any and all understandings, any other agreement, allotment letter, booking letter, correspondence whether written or oral between the parties in regards to the said apartment; and,

JJ. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

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

- 1) The Promoter has constructed the said building on the said Subject Land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

2) THE APARTMENT:

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ of the type ____ **BHK** of carpet area admeasuring _____ sq. meters, along with Enclosed Balcony Area admeasuring _____ Sq. meters and Open Terrace Area admeasuring _____ Sq. meters, on _____ floor in the said building (hereinafter referred to as "the said Apartment" and is more particularly described in the **SCHEDULE II** annexed herewith) as shown in the Floor plan thereof hereto annexed and marked as **ANNEXURES E** for the lump sum consideration of **Rs.** _____/- **(Rs.** _____ **Only)** including the proportionate price of the common areas and facilities appurtenant to the premises, excluding Open/Covered Car Parking and Facilities mentioned in **SCHEDULE IV**. The nature, extent and description of the common areas and facilities which are more particularly described in the **SCHEDULE III** annexed herewith. That the Promoter has not taken any consideration from the Allottee for providing of Open/Covered Car Parking and Facilities mentioned in **SCHEDULE IV**.

3) PARKING :

All the Parking's in the Project, Open or covered, shall be Common Area. All the Allottees in the said scheme (who have till this day booked the Apartments/units in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the society which will be formed by them and the same shall form part of the sale deed/s. They have among themselves agreed that the

said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective apartments/units and shall be heritable and transferable along with respective apartments/units and shall not be separated from the apartments/units. Accordingly, the Allottee/s has selected for himself/herself/themselves **Single Covered** car park as stated in **SCHEDULE II** hereto and Allottee agrees that the Promoter has not done the said allotments and has not taken any consideration therefor and Promoter has given its consent for the same subject to the terms of this Agreement/s. The Allottees further agree that in case of disputes among themselves regarding selection of the carparks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all. That the Promoter doesn't guarantee in any way that any type of vehicle can be parked in area of car parking. The Car Parking's are meant to be used for parking of small cars. That the Promoter has not taken any consideration from the Allottee for providing of Open/Covered Car Parking as mentioned above.

4) CONSIDERATION:

The total aggregate consideration amount for the apartment is **Rs.** _____/-
(Rs. _____ **Only)**

i) PAYMENT SCHEDULE:

The Allottee has paid on or before execution of this agreement a sum of **Rs** _____/-
(Rupees _____ **only)** vide Cheque No. _____ drawn on Bank _____, _____ Branch, Pune , Dated _____ , **Rs.** _____/-
(Rupees _____ **only)** vide Cheque No. _____ drawn on _____ Bank, _____ Branch, Pune , Dated _____ and **Rs.** _____/- **(Rupees** _____ **only)** vide Cheque No. _____ drawn on _____ Bank, _____ Branch, Pune , Dated _____ as advance payment or application fee .

The Allottee hereby agrees to pay to that Promoter the balance amount of **Rs.** _____/- **(Rupees** _____ **Only)** within one month from the date of execution of this agreement.

ii) TAX & DUTIES:

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (G.S.T 8%) / Value Added Tax, Service Tax, and Cess

or any other similar taxes which may be levied by the authority retrospectively or prospectively, in connection with the construction, land and for carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. In case any additional taxes/GST are levied by the government or any other body the same are not included in the above consideration and will be payable by the Purchaser separately.

- iii) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- iv) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 5) The Promoter hereby observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
- 6) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the Apex body of the Societies as per RERA, as agreed in this agreement, after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall pay balance amount of consideration and other dues payable by him/her and meeting the other obligations under the Agreement within the stipulated time.

7) FSI/TDR:

The Promoter hereby declares that the Floor Space Index Ratio available as on date in respect of the said Subject Land is 1.4 and Promoter has planned to utilize Floor Space Index Ratio of 1.8 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index Ratio of 1.8 as proposed to be utilized by him on the said Subject Land in the said Project and Allottee has agreed to purchase the said Apartment after knowing that the proposed construction and sale of apartments is to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI and construction thereof shall belong to Promoter only. In case the Promoter is not able to consume the said FSI on the said subject land then he may use the same anywhere in the said larger Land / said larger layout. The said Proposed FSI of 1.8 does not include any EWS (Economically Weaker Sections) /Inclusive housing homes / units to be given to the Government / MAHADA / Appropriate Authority.

- 8)** If the Promoter fails to hand over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Similarly, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

9) TERMINATION OF AGREEMENT BY PROMOTER:

Without prejudice to the right of Promoter, to charge interest as specified in the Rule, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes and penalties levied by concerned local authority and other outgoings) or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. If the Purchaser fails to rectify the default/s and/or breach/s as the case may be within notice period then this agreement shall stand terminated *epsofacto* and in such situation execution and registration of Deed of Cancellation of this agreement shall not be necessary. In this event the Promoter is free to sell and register the Agreement of the said Apartment/unit/Flat in favor of any other person/Allottees/Purchasers.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of any agreed liquidated damages of 5 % of the agreement value or any other amount which may be payable to Promoter within a period of thirty days of the termination, whichever is higher. The part of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter will be refunded to the Allottee without any interest on the same at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not to terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

In the event of termination Promoter is not responsible to refund any taxes and duties such as GST, service tax, VAT, stamp duty and registration charges which was paid by

the Promoter to the Government on behalf of the allottee and the allottee shall apply for refund at their own effort and cost.

10) TERMINATION OF AGREEMENT BY ALLOTTEE:

The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and his work may be affected. Therefore, in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount equivalent to the 5 % of the agreement value from and out of the amount so far paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses and shall be recovered separately. In case of termination of this agreement for any reason, taxes such as GST/ VAT etc. already paid / reimbursed by Promoter on behalf of the Allottee shall not be refunded by the Promoter to the Allottee. It will be the sole responsibility of the Allottee to claim such refund directly from the concerned Authority at his own cost and efforts.

11) FACILITIES & INTERNAL SPECIFICATIONS:

The Promoters hereby assure to provide Facilities in the Project and Internal Specifications of the Apartment, more particularly described in the **SCHEDULE IV & SCHEDULE V**, respectively. That the Promoter has not taken any consideration from the Allottee for providing of Facilities mentioned in **SCHEDULE IV**.

12) POSSESSION DATE & TIME EXTENSION:

The Promoter shall give possession of the Apartment to the Allottee after payment of balance consideration and any other dues/charges within the stipulated time mentioned in this agreement. The Promoter shall give possession of the common facilities mentioned in **SCHEDULE III** like Entrance Gates, Compound Walls, Multipurpose Hall and Facilities mentioned in **SCHEDULE IV**, to the Allottee on or before **31st day of March 2022**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid

date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest at the same rate as mentioned hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if delayed on account of –

- (i) war, civil commotion or act of God, outbreak of any diseases, lockdown during pandemic etc.
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, Forest, Garden Department or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC / permission / licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme / Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labour for any reason.
- (x) Force-Majeure

13) PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon 100 % payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or society/association, as the case may be.

The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

14) FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT:

Upon receiving a written intimation from the Promoter as per clause 13 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 13 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject to however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

15) DEFECT LIABILITY PERIOD:

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment 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 its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall

be liable of paying damages, if any, to allottee / owner / user of the apartment below or adjoining.

- 16)** It is the Responsibility of the Allottee to check the Fixtures, Doors, windows, taps, etc in the said Apartment for its functionality, Quality, workmanship etc. before taking possession. In case any defect is found by the Allottee, it should inform the promoter's representatives on site in writing and get the same rectified before possession. Promoter shall not be liable to rectify any fixture or finish which may have got damaged after possession due to improper handling / usage by Allottee and or its representatives.

The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

The defect mentioned above is manufacturing structural defect and not caused by wear and tear or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are not manufactured or supplied by Promoter, but are sourced from outside agencies (e.g. lift, generator, Pumps, Common Lights and any other Electro mechanical Equipment's or any other material / goods) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence or for permitted purpose as sanctioned by the authority only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

- 17) FORMATION OF LEGAL ENTITY:**

The Promoter hereby assures that it will form separate Co-operative Society for Building B structure on or before 31st March 2023. Similarly, a separate society shall be formed for each building/phase structure by the Promoter. However, any delay towards affixing signatures of Allottee's on such society formation documents and procedural delays on account of Co-Operative department will not be to the account of the Promoter.

Further, apex body of such Co-operative Societies will also be formed after obtaining the final occupation certificate of the last Residential / Commercial building in the said larger project/scheme.

18) CONVEYANCE TO SOCIETY:

The Promoter hereby assures to convey the respective building structure (excluding basement, podiums, the said larger land) to the respective society within a period of 2 years after obtaining Completion certificate or obtaining full and final consideration from all Allottees in that respective building, whichever is later. If any Stamp duty / taxes become payable on such transfer the same shall be proportionately paid by the Allottee.

The Promoter further assures that the entire undivided Larger Land underneath all residential/commercial buildings jointly along with the common facilities, infrastructure, utilities and services will be conveyed to the Apex Body of all the Societies, which will be formed on completion of the said larger project on the said Larger Land. If any Stamp duty / taxes become payable on such transfer the same shall be proportionately paid by the Allottee.

19) PROVISIONAL MAINTENANCE:

The Promoter has decided to collect a provisional maintenance amount of Rs.60,000/- from 1 BHK Apartment unit holders and Rs.80,000/- from 2 BHK Apartment unit holders. The Allottee agrees to the same and hereby assures to pay the said provisional maintenance amount in addition to the consideration amount, Taxes & Duties mentioned in this agreement, towards maintenance of the project in separate account. This maintenance amount shall be deposited before handing over of possession of the said Apartment. This amount is not for any specific period of years and is only a provisional amount towards maintenance charges of the project. The Promoter Plans to utilize the said amounts of Housekeeping, Security, Common bills for Electricity, Fuel for

Generators, AMC's for Electro-Mechanical Equipment's like lifts, pumps etc., Common Taxes. The said amount does not include any expenses required towards purchase of water, if any.

20) MAINTENANCE OF THE PROJECT:

The Promoter shall be responsible for providing and maintain the essential services out of provisional maintenance charges collected from the Allottees, until Promoter hands over the maintenance account of the Project/phase to Society and/or Apex Body as the case may be or till the provisional maintenance amount fund gets exhausted, whichever is earlier. It is agreed and understood by the Allottee that the provisional maintenance amount payable by the Allottee to the Promoter is not for maintaining the Project for any particular period / years. Promoter hereby assures that the Provisional Maintenance Fund shall be used for maintenance purpose only and the Promoter shall maintain the separate Bank Account for the aforesaid amount received from all the Apartment Allottees and this maintenance fund will not be misused by the Promoter for any other purpose. Upon formation of Society as mentioned above, the Promoter shall hand over the maintenance and balance (if Any) to that respective society. It shall be binding on such Building wise societies to contribute proportionately towards maintenance of Common Infrastructure like roads, Tanks, Facilities etc. to the promoter or the Apex body to be formed as the case may be. There will be no interest levied by the Allottee on the Promoter on the maintenance amount. Promoters shall have sole discretion to decide actual utilization of the maintenance charges collected from the Allottees and no Allottee shall be entitle to challenge the same on the ground of responsibility and/or preference.

21) MAINTENANCE RESPONSIBILITY OF THE PROMOTER CEASES:

The Promoter specifically communicates to the Allottee that if Allottee fails and/or neglects to pay aforesaid expenses as and when demanded by the Promoters and/or concern authority then the same shall be considered as material breach of these presents notwithstanding regular payment of consideration Amount agreed dates by the Allottees and in such case Promoter shall not be responsible for the Maintenance of the said Project.

22) The Promoter shall bear legal charges, share money, charges for formation and registration of Society, MSEB/MSEDCL meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No

amount for the said items is being taken by the Promoter from the Allottee/s and hence account thereof cannot and will not be maintained and given.

- 23)** The Allottee shall pay to the Promoter a sum of Rs. 5000/- other than the agreement cost for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
- 24)** At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance of the said larger land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said larger land and/or the said larger land to be executed in favour of the Apex Body or Federation.

25) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i) The Promoter has clear and marketable title with respect to the said Subject Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Subject Land and also has actual, physical and legal possession of the said Subject Land for the implementation of the Project;
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and

said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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

26) ALLOTTEE COVENANTS WITH THE PROMOTER:

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Promoter and the Society.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii) To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix) The Allottee shall not let, sub-let, give on leave and license basis, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi) Till a conveyance of the said larger land and common facilities is executed in favour of the Apex Body, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or upon the said subject land or any part thereof to view and examine the state and condition thereof.
- xii) Not to obstruct the development work for any reason and in any way.
- xiii) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee, the Allottee shall keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.
- xiv) If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after obtaining written consent of the Promoter and the sanctioning authority

and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.

- xv) The Allottee shall not dry or hang clothes in the open terraces and/or balconies. The Clothes should be dried only in dry Balconies and/or toilets.
- xvi) Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B. / M.S.E.D.C.L. / P.M.R.D.A. / concerned authority, the Allottee 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 apartment/unit.
- xvii) If after delivery of possession of the said unit, the Promoter or Society is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Society as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor, also the Allottee shall be liable to pay for damages caused to furniture, ceiling, painting etc of the apartment / unit below and or adjoining to the said Apartment allotted to the Allottee.
- xviii) The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.
- xix) The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also, if due to action or non-action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

- xx) The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.
- xxi) The Allottee shall not erect TV dish or other antennae or AC Outdoor units outside the Apartment / building, in the attached terrace, or on external walls thus spoiling the building Elevation. It shall be erected only on the roof of the building or in the place designated for the same by the Promoter.

27) SPECIFIC CONSENT (ALONG WITH THIS AGREEMENT):

In accordance with sub rule (4) of rule 4 of Real Estate Regulation Rules, 2017, the Allottee hereby gives specific consent to the local authorities and also to the Promoter and has no objection against the Promoter for the following:

- Change of Unit plans in the said Building
- Amalgamation of adjoining land and preparation of new building plan and layout (if needed) as long as location of Building B is not changed
- Change in building / layout plans due to instructions received by local authority
- Minor additions or alteration

28) SPECIFIC CONSENT (WHEN REQUIRED LATER):

The Allottee hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Rules, 2016 then in such event he accepts the procedure as mentioned and detailed hereunder.

The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee on their registered email address as mentioned in the Agreement. Thereafter, the Allottee shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said email to the Allottee and in case non reply/failure of Allottee to reply/respond to the said email within 7 days as aforesaid then it shall be treated that the Allottee have given informed specific consent for the said change and thereafter Allottee shall not raise any dispute about the same in future.

Notwithstanding anything contained hereinabove, Allottee agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.

If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

- 29)** The Promoter shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 30)** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building and the said Subject Land is transferred to the Society and Apex Body respectively as hereinbefore mentioned.
- 31) REFUGE AREA:**
As per the Current Sanctioned plan, the developer has left vacant area equivalent to an Apartment/s for Refuge area purposes. In case in future, the local authority sanctions the Apartment/s in the said refuge area, the developer will construct the same and sell it. The Allottee agrees and has given consent for the same.
- 32) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
- 33) GENERAL STIPULATIONS**
It is agreed by and between the Parties as under -
- i) The name of the said project of Building bearing No. B shall be “DELTA HIGH” and this name shall not be changed without the written consent of the Promoter. The name of the Societies and Apex bodies shall also be decided by the Promoter at its own discretion.

- ii) The Promoter has made full and true disclosure of the title of the said subject land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.
- iii) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
- iv) The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefor, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.
- v) **WATER CONNECTION AND CHARGES:** The Allottee is fully aware that water connection for the said Project is not yet obtained either from PMRDA/PMC and that the demand for water will be fulfilled either through Grampanchayat, bore-well or through tanker or any other available source. The Promoters will only create suitable

infrastructure for treatment of this raw water, which will treat the water. That the Promoter will create infrastructure to reuse water. The Allottee agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep PMRDA/sanctioning authority/Promoters indemnified at all times.

- vi) The Allottee consents and authorises the Promoter to utilise and take connections from water, electricity, sewage or drainage lines and other conveniences in the said building/project as and when they require to do so for carrying out further development and construction.
- vii) If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount within the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.
- viii) Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favor of the Allottee in respect of the said apartment, the Promoter as per the provisions and the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.
- ix) After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- x) The Allottee has hereby irrevocably authorized the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.
- xi) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are

intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee. The Promoter shall have the right to construct apartment/units etc. on the top terraces of the existing building and utilize the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.

- xii) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the Promoter is acquiring adjoining and nearby lands and will amalgamate the same with the said sanctioned Layout. Accordingly, the Promoter will relocate the Open space as per the proposed to be sanctioned layout. Therefore, the location and size of Open space as shown in current sanctioned layout is bound to change. The size of the Open Space will change as per DC rules. The Promoter reserves the right to provide the Open Space at a single location or else provide it in parts at various locations in the layout.
- xiii) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the location of Access Road as shown in the current sanctioned layout for the said Building is subject to change. The Promoter at its own discretion will provide a single or multiple access roads to the said Building. The Access roads will be allowed to use by other Allottees in the sanctioned layout or proposed to be sanctioned layout. The usage rights will be specifically mentioned in the various agreements to be executed between Promoter and other Allottees. The Promoter may also give usage/easement rights of Access road to adjoining Plot/land owners, adjoining projects and residents of the adjoining project at its sole discretion.
- xiv) That as per Development Control Rules, 15% of the Plot/land area is reserved for Amenity Plot. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the said plot can be developed by the Promoter or can be handed over to PMRDA, at his own discretion. IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the Promoter can develop the said Amenity Plot at his own discretion as mentioned above and also can sell, allot tenements/Apartments/Units in the building/s to be constructed on the said amenity Plot and realize all its profits in his own name. The allottees / society shall not claim any rights on the said amenity plot in the future.
- xv) If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.

- xvi) Any exclusive use allotted by the Promoter shall be subject to the right of the Society and its agents of use of the same for the specific purpose and to the extent necessary for maintenance and repairs of the common facilities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.
- xvii) The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining and nearby plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.
- xviii) If any portion of the said Subject Land adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the PMRDA/concerned authority may pay the compensation therefor in terms of additional F.S.I. / T.D.R. in respect of the said portion under the road widening to be utilized in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said Subject Land either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional units permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society. If the PMRDA/Concerned Authority refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the monetary compensation in respect thereof. In case such compensation is received in the name of Allottee / Society / Apex Body, they shall transfer the same without any deductions in favor of the Promoter and or its representatives as instructed by the Promoter.
- xix) The Promoter shall be entitled to use the present unutilized and/or additional built up area/F.S.I./T.D.R. in respect of the said Subject Land in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently

permitted. Likewise, the Promoter shall also be entitled to use FSI pertaining to the other property in this Property as and when permitted by Corporation/Concerned Authority. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, and construct the additional units permitted by Corporation/Concerned Authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society. The Society shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

- xx) The Allottee hereby irrevocably authorizes the Promoter to represent him 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. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.
- xxi) The Promoter herein is constructing the said larger Project in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining phase may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans, position of dust bins, transformer plinths, pumping stations etc., and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.
- xxii) It is specifically agreed between the Parties that even if the Society of all the unit holders is formed and registered and conveyance completed the Promoter will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold

apartments. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

- xxiii) It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organization in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.
- xxiv) As the Promoter will be applying to the concerned authorities for giving water connections for the building/s and electricity meters and connections for the apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit, for which the Allottee hereby gives his consents.
- xxv) It is agreed by the Allottee/s that they are not creditors as per The Insolvency and Bankruptcy Code, 2016 (IBC) and/or as per the prevailing laws in respect of bankruptcy in India.

34) INVESTMENT CLAUSE:

The Allottee herein has agreed to purchase the said Apartment as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga)(ii) of the Bombay Stamp Act, 1958.

- 35)** The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Society. The Allottee and Society shall be bound by the said contract. During the continuance of the said larger project/scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from

the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the said larger project/scheme is complete and maintenance is handed over to the Society.

36) The Allottee shall be liable to pay maintenance charges from the date of delivery of possession of Apartment.

37) REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common facilities such as water, electricity, etc. for interior works. In security thereof the Allottee shall pay to the Promoter Rs. 50,000 /- (Rupees Fifty Thousand Only) which will be repaid after completion of the interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use of resources and facilities. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

38) NAME IN WHICH PAYMENT IS TO BE DRAWN FOR CONSIDERATION AMOUNT:

Promoter specifically communicates to the Allottee that the Allottee shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local Cheques drawn in the name of Svasti Realtors or by electronic mode of transfer.

NEFT/RTGS details are under:

Account Holder Name: Svasti Realtors

Account No: 38225489346

Account Type: Current

Bank Name: State Bank of India

Branch Name: Senapati Bapat Road

IFSC Code: SBIN0004108

39) NAME IN WHICH PAYMENT IS TO BE DRAWN FOR TAXES AND DUTIES:

Promoter specifically communicates to the Allottee that the Allottee shall make the payments for additional amount along with charges towards stamp duty, registration fees, VAT and Service Tax, GST etc. to the Promoter by Demand Draft or by local Cheques drawn in the name of Svasti Realtors or by electronic mode of transfer.

NEFT/RTGS details are under:

Account Holder Name: Svasti Realtors

Account No: 38225489346

Account Type: Current

Bank Name: State Bank of India

Branch Name: Senapati Bapat Road

IFSC Code: SBIN0004108

40) CHANGE IN CONSULTANTS:

The Promoters shall have every right to change and appoint any new consultant as per his discretion and choice.

41) ADVERTISEMENT / PROSPECTUS:

It is specifically understood and agreed by the Allottee that the prospectus, other advertising material published by the Promoters from time to time in respect of the Project contain various features such as furniture's, internal roads, access roads, plantations, colors, vehicles etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in SCHEDULE and ANNEXURE are considered as final, definitive duly negotiated and binding between the Parties and supersedes all earlier communications.

42) VIEW FROM THE FLAT / UNIT: The said larger project/scheme is going to be developed in multiple phases. Multiple Buildings will be coming up in the said larger project/scheme and hence the Promoter does not guarantee any particular view from any particular building / flat / terrace / window. The Allottee has been made aware of the said fact, and the Allottee has agreed to the same.

43) BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated herein within 15 (fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (fifteen) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice/email to the Allottee for rectifying the default, which if not rectified within 7 (seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

44) 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, allotment letter, correspondences, arrangement whether written or oral, if any, between the Parties in regard to the said apartment / plot/ building, as the case may be.

45) RIGHT TO AMEND:

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

46) SEVERABILITY:

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

47) METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project and/or proportionate payment, the same shall be in proportion to the total Usable Area (Carpet Area + Balcony Area + Terrace Area) of the Apartment to the total Usable Area of all the Apartment in the Project.

48) 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.

49) PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

50) The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter and or its Attorney will attend such office and admit execution thereof.

51) NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and/or on notified Email ID at their respective address / specified below: -

Name of Allottee: _____

Allottee's Address: _____

Notified Email ID of Allottee: _____

Promoters Name: M/s Svasti Realtors

Promoters Address: Shop no. 12 & 13, Nirmala Housing Society, Near Chinchwad Station, Pune 411019

Notified Email ID: _____

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

52) JOINT ALLOTTEE:

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.

53) TDS:

Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non-compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights

accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Developer on the allottee producing such certificate within 4 months of the possession. Provided further that in case the allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

54) GST:

It is specifically agreed and understood between the parties hereto that, the agreed consideration of the said apartment has been fixed by the parties hereto by considering 8 % GST and the promoter has already passed on the benefit of set off of GST to the Allottee by negotiating the Price. It is therefore agreed between the parties hereto that the promoter shall be entitled to get the set off / credit of the 8 % GST paid on these present and the Allottee/s shall not claim the same. The Price mentioned in the agreement for sale accounts for the benefit of computation of input credit tax and the Promoter are under no obligation to make any concession in the above agreed Price. In case any additional GST over and above 8% is levied by the government or any other body the same are not included in the above consideration and will be payable by the Purchaser separately.

55) STAMP DUTY & REGISTRATION:

The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. This agreement is executed by the parties hereto under the RERA Act, 2016 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (b). The Allottee/s herein has paid stamp duty of **Rs. _____/- (Rupees _____ only)** on the carpet area of _____ Sq.mtrs., Balcony Area _____ Sq.mtrs., Terrace Area _____ Sq.mtrs i.e. total Usable Area _____ Sq.mtrs. which is equivalent to built up area of _____ Sq.mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith. Also the

Allottee has paid stamp duty of Rs. **500/-** (Rupees **Five Hundred Only**) for the powers assigned to the Promoter. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter herein in the name of the society in which the Allottee will be the member in respect of the said apartment/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee. In addition to the stamp duty mentioned above LBT stamp of 1% is also paid to this Agreement.

56) DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

57) GOVERNING LAW:

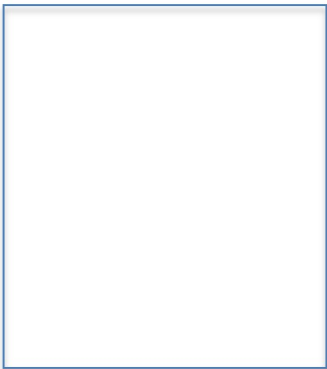
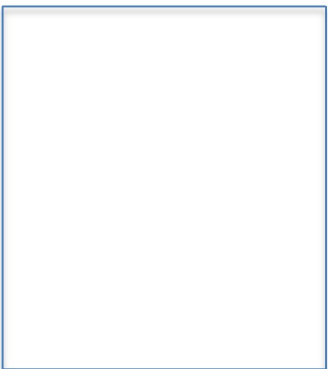
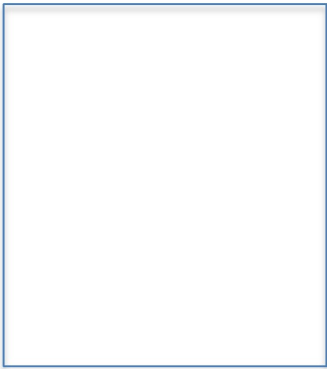
That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

58) POA FOR ADMITTANCE:

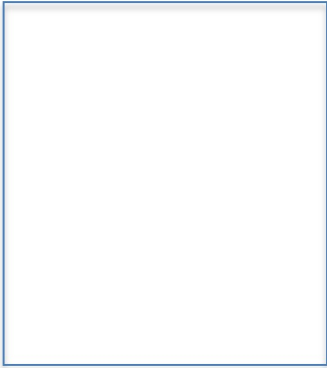
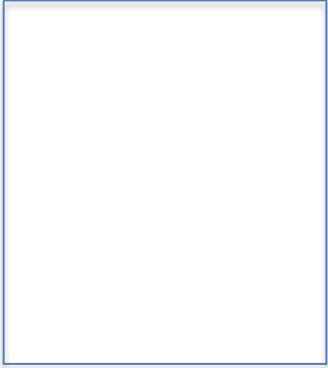
The Promoters have appointed its employees to admit the execution of these presents on behalf of Promoters by virtue of registered Specific Power of Attorney attached herewith.

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

For M/S. SVASTI REALTORS,
(Erstwhile M/S. SVASTI MAHAJAN REALTORS)
Through its Partner, M/s. Svasti Corp LLP,
Through its partner, **Mr. Amit Nandkishor Dhulekar**

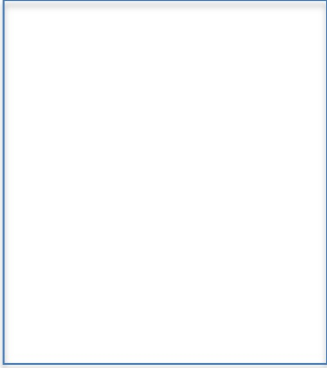
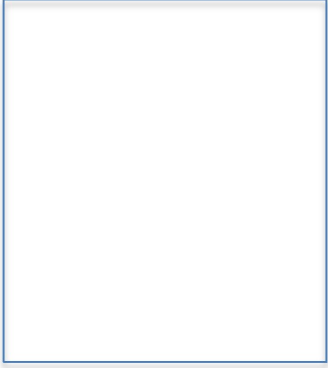


For M/S. SVASTI REALTORS,
(Erstwhile M/S. SVASTI MAHAJAN REALTORS)
Through its Partner, M/s. Svasti Corp LLP,
Through its Partner, **Mr. Prafull Kisan Aher**



**AS PROMOTER (PARTY OF THE FIRST PART) &
ALSO, AS POA HOLDER OF OWNERS (CONSENTING PARTY)**

Ms. Asmita Ashok Ghorpade



ALLOTEE

In Presence of the Witnesses:

1. Signature :

Name :

Address :
2. Signature :

Name :

Address :

SCHEDULE I – A

All that pieces and parcels of, i) Land admeasuring 20 Aar out of Survey No. 14/1 totally admeasuring 00 H 31 Aar, ii) Land admeasuring 02 Aar out of Survey No. 15/4 totally admeasuring 00 H 41 Aar, iii) Land admeasuring 40 Aar out of Survey No. 27 totally admeasuring 00 H 43 Aar, iv) Land bearing Survey No. 12/2 totally admeasuring 7 Aar, v) Land admeasuring 28.33 Aar out of Survey No. 29/1 totally admeasuring 00 H 34 Aar, vi) Land admeasuring 04 Aar out of Survey No. 29/2/2 totally admeasuring 00 H 11 Aar, vii) Land admeasuring 3.34 Aar out of Survey No. 12/1 totally admeasuring 00 H 5 Aar, viii) Land admeasuring 11.66 Aar out of Survey No. 26/2 totally admeasuring 00 H 28 Aar, collectively admeasuring 01 H 16.33 Aar i.e. 11633 Sq. Mtrs., situated at Revenue Village Bhugaon, Taluka Mulshi, District Pune, within the jurisdiction of the Sub Registrar Mulshi, Pune and bounded as below –

On or towards East	:	S. No. 14
On or towards South	:	Pune Paud Road
On or towards West	:	Village Road
On or towards North	:	S. No. 26/1

SCHEDULE I - B

All that pieces and parcels of, i) Land admeasuring 40 Aar out of Survey No. 27 totally admeasuring 00 H 43 Aar, ii) Land admeasuring 02 Aar out of Survey No. 15/4 totally admeasuring 00 H 41 Aar and iii) Land admeasuring 20 Aar out of Survey No. 14/1 totally admeasuring 00 H 31 Aar, collectively admeasuring 00 H 62 Aar, out of the said larger land more particularly described in the Schedule I – A written hereinabove and bounded as below –

—

On or towards East	:	S.No. 15/4, S.No. 14/1
On or towards South	:	S.No. 12, Paud Road, S.No. 29
On or towards West	:	S.No. 27, 24, 28
On or towards North	:	S.No. 26, 25, 20 etc.

SCHEDULE-II
(SAID APARTMENT)

To be constructed upon the said Subject Land described in Schedule II above

APARTMENT NO.	FLOOR NO.	CARPET AREA (in Sq. Mtrs)	BALCONY AREA (in Sq. Mtrs)	OPEN TERRACE AREA (in Sq. Mtrs)	CAR PARKING (Single Open / Single Covered / Back to Back Covered)
_____	_____	_____	_____	_____	_____

SCHEDULE-III

A] Common Areas and Facilities:

1. The Said Entire larger land described in Schedule I above including the subject land described in the Schedule-II above (subject to the right of exclusive uses that will be allotted to various units).
2. The footings, RCC structures and main walls of the said building.
3. Staircase, column and lift in the said building.
4. Internal Roads, Access Roads to the Buildings.
5. Entrance Gates
6. Common drainage, water and electrical lines.
7. Sewage treatment Plants, Water treatment plant, ground water storage tanks and overhead water tanks and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. Facilities mentioned in FOURTH SCHEDULE
8. Open/Covered Car Parking

B] Limited Common Areas And Facilities:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.

3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

SCHEDULE-IV

FACILITIES

1. Multipurpose Hall
2. Gym
3. Garden (Lawn, Seating & Children's play Equipment's)
4. Yoga Terrace
5. CCTV cameras for Surveillance
6. Decorative Entrance Gate
7. Solar Water Heating
8. Automatic lifts
9. Generator Backup for Common lighting and lift

SCHEDULE-V

INTERNAL SPECIFICATIONS

1. Tiles: Vitrified Tiles 600mmx 600mm in Living, bedroom, kitchen. Antiskid tiles in Toilets and Terraces
2. Dado: Designer tile in toilets up to lintel level. 2ft High dado above Kitchen Platform
3. Kitchen platform: Granite Kitchen Platform with SS Sink
4. Internal Walls: Gypsum Finish Plaster & OBD Paint
5. External Walls: Double Coat plaster with Weather Resistant Paint
6. Windows: Powder Coated Sliding Aluminum Windows with Mosquito Net and Safety Grill
7. Terrace Doors: Powder coated Sliding Door / Foldable Openable Door
8. Room Doors: Both Side Laminate Doors
9. CP & Sanitary Ware: Standard make CP & Sanitary Fittings
10. Electrical: Ample Electrical points with Standard make Switches