

ALLOTMENT LETTER

To,

Date

(Name & Address/s of the Allottee/s)

Sir/Madam,

This is to confirm that we have provisionally allotted to you Apartment No. _____ (as per sanctioned plan) admeasuring carpet area _____ square meter along with enclosed Balcony admeasuring _____ sq. mtrs., attached terrace _____ square meter and Dry Balcony _____ square meter, on the _____ floor, in the Building ' 1 ' under the Project known as **"SHIVAMOM REGENCY "** located at Survey No. 176, Baner, Pune, (hereinafter referred to as the "**Said Apartment**"), for consideration of Rs. _____/- (Rupees _____

only) along with a provisionally allotted Covered/ Mechanical Car parking no. _____ admeasuring _____ square meter. We acknowledge the receipt of the sum of Rs. _____/-(Rupees _____ only) as an interest free performance security deposit there against.

The provisional allotment is subject to the terms and conditions stipulated herein and in Agreement for Sale to be executed between us.

All documents/clearances such as sanctioned plans, layout plans, commencement certificate, Title Report, NA Order have been seen and inspected by you and you have satisfied yourself with the same. We have also informed you about the stage wise completion of the project including the provisions for civil infrastructure like water, sanitation and electricity.

All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority/lenders pertaining to the said Apartment shall be binding on you.

All other expenses and outgoings such as Stamp Duty, Registration Fee, G.S.T and other applicable taxes, M.S.E.D.C.L., legal charges, provisional maintenance charges and other applicable charges shall be to your account as per terms of Agreement for Sale to be entered between us.

Thanking you,

Yours truly,

For SPACE BUILDERS & DEVELOPERS

I agree to the above conditions.

ALLOTTEE

AGREEMENT FOR SALE

**Agreement for Sale of Future Immovable Property
(Shop/Residential Apartment)**

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE
ON THIS ____ DAY OF _____, 2018

**BETWEEN
M/SPACE BUILDERS AND DEVELOPERS**

Registered Partnership Firm, having its office at 1, Matai Chambers, 63. Erandwana. Near Mhatre Bridge Pune 411004
thought its Partner, Shri. Dilip Lalchand Matai.

Hereinafter referred to as **THE PROMOTER**

[which expression unless repugnant to the context or meaning thereof shall mean and include its partners for the time being constituting the firm their respective heirs, executors, administrators and assigns]

..... OF THE FIRST PART

AND

(1)MR/MRS.

age about ____ years, Occupation : _____,

Residingat:

_____.

PAN:_____.

(2)MR/MRS.

age about ____ years, Occupation : _____,

Residing

at:

_____.

PAN:_____.

Hereinafter referred to as THE **ALLOTTEE / PURCHASER**
[which expression unless repugnant to the context or meaning
thereof shall mean and include his/her/their heirs, executors,
administrators and assigns] **OF THE OTHER PART**

WHEREAS

A] All that piece and parcel of land and ground bearing Survey No.176 of Village Baner, admeasuring an area about 40 Aares, within the local limits of Pune Municipal Corporation was originally owned by one Shri. Mahadu Piraji Tupe, it being his ancestral property. Said Mahadu Piraji Tupe died in the year 1970 and was succeeded by his legal heirs Smt. Sitabai Mahadu Tupe (Widow) and two daughters namely Leelabai Dattu Balwadkar and Beenabai Roasaheb Padale . The names of the said legal heirs were mutated to the revenue record of the said property vide Mutation Entry No. 1579 dated 13/10/1970.

B] Agreement for Sale vide dated 06/08/1991 and dated 12/12/1992 , widow of Mahadu Piraji Tupe i.e. Sitabai Mahadu Tupe and her daughters Leelabai Dattu Balwadkar and Beenabai Raosaheb Padale agreed to sell the entire land in favour of M/s. Space Builders and Developers i.e. the Promoter herein .

C] In between the widow Smt. Sitabai Mahadu Tupe died on 20/08/1998 and as a result both the daughters became equal owners of the said property. Said daughters thereafter sold their respective ½ shares by the separate sale deeds dated 06/01/1999 and 29/04/1999 and transferred the

said property to M/s. Space Builders and Developers, which sale deeds are registered in the Office of the Sub-Registrar of Haveli No.4 at Serial Nos. 2072 and 2739. Thus M/s Space Builders and Developers i.e. the Promoter herein has become absolute owner of the said property. Name of the Promoter has also been entered into the revenue record of the said land vide Mutation Entry No.11172 and 11173 .

D] The Promoter has also got the said land demarcated through DILR, Pune vide No. 126 dt. 20/05/2003. So also filed Return u/s-6 of the then prevailing Urban Lnd (Ceiling on Holding) Act with the Competent Authority under U.L.C. Case No. 1714.S which subsequently declared the said land to be free hold vide its Order dt. 15/02/2000.

E] Thus by aforesaid Sale-deeds the Promoter has become absolute lawful owner possessor of the said land more particularly described in the First Schedule hereunder written and is entitled to construct thereon building as per the sanctioned plan.

F] As per the revenue record the First Scheduled land is admeasuring 4000 Sqr. Mtrs & As per the Demarcation the land is admeasuring 3760.22 Sqr.Mtrs, and as per the Development Plan of the Pune Municipal Corporation, an area admeasuring 1198.39 Sqr.Mtrs. out of the entire land has been acquired for road widening where as an area admeasuring 963.69 Sqr. Mtrs. has been reserved in the said Plan by the Corporation for M & SC-3 reservation, as a result net area available for actual development is 1598.14 Sqr. Mtrs. which is more particularly described in the Second Schedule mentioned hereunder which is the 'project land' actually under development under this agreement.

G] The following things regarding the title to the said project land are clarified as under-

- (i) Any covenants affecting the said property. (NIL)
- (ii) Any impediments attached to the said property (NIL)

- (iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. (Nil / here are no tenants)
- (iv) Details of illegal encroachment on the said property (Nil)
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. (Nil)
- (vi) Details of mortgage or lien or charge on the said property.) (Nil)

H] The Promoter is entitled and enjoined upon to construct building/s on the project land in accordance with the recitals hereinabove.

I] The Promoter is in possession of the project land.

J] Nature and Particulars of the entire scheme are as under –

a] The building plan over the project land is sanctioned by PMC vide **Commencement Certificate bearing No. CC/2309/17 dated 11/12/2017. (Annexure "C")** The Promoter thereafter proposes to obtain TDR admeasuring s1500 Sq.mtrs. The Promoter will be granted FSI admeasuring approximately 2200 Sq.mtrs. from the PMC in lieu of the land acquired for the purpose of Road Widening. The Promoter, therefore, expects the plan of Building will be revised by the Pune Municipal Corporation for approximately more six upper floors in near future . The Promoter will revise the said plan in future and it will be sanctioned when permitted by availing FSI for road under reservation and paid FSI or TDR.

The permission for non-agricultural use of the said land has been obtained from the Collector, Pune vide Order bearing **PMH/NA/SR/460/2012 dated 07/12/2012. (ANNEXURE "E".)**

- b] i. The Promoter has floated the ownership scheme on the said Project land under the name **"SHIVOM REGENCY"** the present sanctioned project consists of presently sanctioned Building having used FSI of 1198.60 Sq. mtrs total approx built 1600 Sq.mtrs. Copy of the said plan is annexed herewith as **ANNEXURE C-1**.
- ii. Construction of Building is in progress and hence the Promoter applied for and obtained the MAHARERA sanction vide No.----- dt.-----.
- iii. An Association of Apartment / Co-operative Housing Society of the unit holders in the said project will be formed and entire land and Building will be conveyed to the said Association of Apartment / Co-operative Hsg society.

AND it is hereby specifically made clear and agreed that the said Sale Deeds will be only of structures of the buildings as per the provisions of the Real Estate Regulatory Act, 2016 and especially the form of the agreement stipulated therein.

- c] i. As per **Annexure C-1** the said project presently consists of one Building consisting of commercial shops, and residential units as per the sanctioned plan.
- ii. Particulars of building is as under – Basement floor for Mechanical Paking / Covered Parking -Ground Floor 09 shops with approximate area of 600 sq.mtrs-Upper Parking floor for Two wheeler parking- Upper three floors have per floor three residential units per floor are approximately 350 sq.mtrs.

(Proposed Floor Ext in Near future) 06 Floors

- d] It is hereby declared that sanctioned plan/s have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilised as floating floor space index or in any manner, i.e. to say

transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening, reservation, FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

K] The Promoter has entered into a standard Agreement with an Architect **Mr Avinash Navathe** which is registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect & or the Structural Engineer if at all required.

L] The Promoter has appointed **M/s. G.A. Bhilare Consultations Pvt. Ltd** a Structural Consultant for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

M] Being the owner/purchaser of the said entire land the Promoter has sole and exclusive right to sell the Apartments in the said building to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

N] On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Avinash Navathe 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 there under;

O] The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and marked as **‘Annexure ‘A’ and ‘B’** respectively.

P] The authenticated copies of the plans of the LAYOUT as approved by the concerned Local Authority have been annexed hereto and marked as **"Annexure C-2"**.

Q] The authenticated copies of the plans of the BUILDING as approved by the concerned Local Authority proposed by the Promoter and according to which the construction of the building and open spaces are proposed to be provided have been annexed hereto and marked as **"Annexure C-1"**.

R] The authenticated copies of the plans of the BUILDING plan showing future extension for the proposed Building as development as disclosed by the Promoter in his registration before the RERA authority and further disclosure on the website as mandated by the Promoter have been annexed hereto and marked as **"Annexure C-3"**.

S] The authenticated copies of the specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **‘Annexure D’**

T] While sanctioning the said plans concerned local authority and/or Government had laid down certain terms, conditions, stipulations and restrictions which have been observed and performed by the Promoter while developing the project land and the said building and upon due

observance and performance of which only the completion or occupancy certificate in respect of the said building/s has been granted by the concerned local authority.

U] The Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans.

V] The Allottee has offered to Purchase an Shop/Office/Residential Apartment No. ----- on ----- floor (hereinafter referred to as the said "Apartment") being constructed in the said project.

W] The carpet area of the said Apartment is ----- Sq.mtrs and "carpet area" means the net usable floor area of the 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.

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is ----- Sq. mtrs. and area of the said Terrace is ----- Sq. Mtrs. Total carpet area of the Apartment including the said balconies and Terrace is -----Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes. **(Sale of office/flat only)**

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.

X] Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. -----/- (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 the manner hereinafter appearing.

Y] The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under the No.----- dt.----- Copy is annexed hear with.

Z] AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous

Z 1] In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

**NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO
AS UNDER -**

1. The Promoter shall construct the said building as mentioned above, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Shop/Office/Residential Apartment No. ----- of carpet area admeasuring ----- Sq.mtrs. [as defined in RERA] on ----- floor in the said building (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked "**Annexure C4**" for the consideration of Rs. -----/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Third Schedule annexed herewith.

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is ----- Sq. mtrs. and area of the said Terrace is ----- Sq. Mtrs. Total carpet area of the Apartment including the said balconies and Terrace is ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes. (**For office/flats only**)

- (ii) 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 open/covered car park as stated in car parking plan hereto and Allottee agrees that the Promoter has not done the said allotments and has not taken any consideration therefore 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 car parks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all. The details of the Mechanical parking will be as per the feasibility plan and detailed engineering drawing. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered Mechanical car parking/ car parking spaces bearing Nos. _____ situated at _____ Basement and _____ and being constructed in the building for the consideration of Rs. _____/-. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

1(b) The total aggregate consideration amount for the apartment is thus Rs. -----/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. -----/- (Rupees -----
--- **Only**) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. -----
---/- (Rupees ----- **Only**) within -----days from this date of registration of agreement as follows,-

Rs.----- On 30% on execution of the Agreement,

Rs.----- On 45% on completion of Plinth,

Rs.----- on 60% on completion of Six Slabs,

Rs.----- on 75% on completion of all Slabs,

Rs.----- on 80% on completion of Sanitary fittings, lift.

Rs.----- on 85% on completion of external Plaster, external
Plumbing and waterproofing of the Building of
the Apartment.

Rs.----- on 95% on completion lifts, water pumps, entrance
lobby

Rs.----- 5% at the time of possession.

_____ Total Consideration

1% TDS amount of the agreement value is to be paid by the Allottee as per Section-- 194 IA of the Income Tax Act and the certificate of TDS is to be given to the promoter.

INTEREST ON UNPAID AMOUNT :-

Without Prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank Of India highest Marginal Cost of Lending Rate plus 2% per annum.

with monthly rests , on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or lender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condemnation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/ apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

1(d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST / or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. It is further agreed and explained by the promoter to me / us that, G.S.T. has been made applicable and will be applied on present transaction by the government from 1st July 2017 or any other date and as per the government policy, the promoter has already passed on the tax rebate of GST to the me/us on the price agreed in the present agreement i.e. the price has already been discounted considering the setoff of GST to the promoter. This consideration amount and the setoff mechanism have been explained to me/us by the promoter and the I/we have verified the same. Hence, the consideration amount decided in this agreement is net off GST, Therefore, I/we in no case shall demand any further reduction / rebate in the agreed price for the said unit and am/ are under obligation to pay such applicable govt. charges including the G.S.T. for the present unit and have no objection for the same.

1(e) 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 agree 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.

1(f) The Promoter confirms the final carpet area that has been allotted to the Allottee as the construction of the Building is complete and the occupancy certificate is granted by the competent authority. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

1(g) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the 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/her payments in any manner

2.1 The Promoter hereby agrees it has observed, performed and complied with all the terms, conditions, stipulation and

restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.

2.2 TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")

3. DISCLOSURE AS TO FLOOR SPACE INDEX:-

The Promoter hereby declares that the Floor Space Index i.e. total built-up area available as on date in respect of Building in the Project land is **1598.14 Sq.mtrs.** only and Promoter has planned to utilize Floor Space Index of approx **1500 Sq.mtrs** by availing of TDR of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of approx **1500.00** as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

The Promoter has disclosed the particulars of the present sanctioned FSI/ built-up area as mentioned above in recitals.

4.1 COMPENSATION :-

If the Promoter fails to abide by the time schedule for completing the project and handing 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. 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.

4.2 TERMINATION OF AGREEMENT:-

Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, 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 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.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refunded to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rs. 5,00,000/- or 25% whichever is more on actually paid amount or any other amount which may be payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee 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 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.

- 4.3 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 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 25% on paid amount or of Rs. 5,00,000/- from and out of the amount which ever is more so far then 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. Thus in case of termination of this agreement for any reason, taxes such as GST / etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.

5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee after paying full and final payment of flat. 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 may mentioned in the clause 4.1 hereinabove from

the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

7.1 POSSESSION OF THE APARTMENT:-

Schedule for possession of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment, in terms of these presents, The Promoter based on the approved plans and specifications assures to handover possession of the said Apartment by taking part completion and handover the final completion of the Project upto **31/03/2020**.

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

(I) War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure")

(II) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project / building could not be carried by the promoter as per sanctioned plan due to stay or injunction orders relating to the said project from any court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the

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

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority and the 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, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

- 7.2 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.

7.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 7.1 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 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

7.4 DEFECT LIABILITY

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at 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. The Ward defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the limiting to the joints in the tiles in is flat are regularly filled with white cement/ epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building /phase wing, and if the annual maintenance contracts are not done/ renewed from the same manufactures by the allottee/ s. The promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warrantee is given by the vendors/ manufactures that all equipment's fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it toe sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building /phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

7.5 ALTERATION OF THE APARTMENT

(a) 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.

(b) 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.

(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, inverter, kitchen trolley, kitchen gas supply machinery, mechanical parking) 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.

8. PERMITTED USE

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 only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.

9. CONVEYANCE OF THE SAID APARTMENT:-

Unless prevented by circumstances beyond control of the Promoter it is agreed that society will be Conveyed within 3 months from and after (i) completion of construction of building in the scheme and utilization of entire FSI and TDR, permissible to be utilized on the said Plot as per Development Control Rules (whether previously got sanctioned or not), (ii) sale of all units in scheme, (iii) acceptance of the draft of sale deed by the Parties concerned (i.e. by owner, promoter and society) by their mutual consent and (iv) after payment of all the dues, amounts and considerations including stamp duty etc. by all the members of the Society/all the Apartment/Unit Purchaser/Allottee/s (whichever is later) the Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or

modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or the Promoter as per the nature of the scheme as per this agreement as the case may be, or any other Competent Authority.

- 9.1 Stamp duty paid on these agreements for each apartment shall be proportionately adjusted against the stamp duty for conveyance of the structure of the Buildings or wing. If any additional duty be required to be paid or expenses required to be incurred then the same shall be borne and paid by all the allottees in the scheme.
- 9.2 Subject to payment of all dues by all allottees conveyance to the Association of Apartment /Society shall be done with 1 year after getting the final completion of the Project.
- 9.3 MAINTENANCE CHARGES OF THE APARTMENT & DEPOSITS BY ALLOTTEES: The Allottee shall on or before delivery of possession of the said premises hereby assures to pay lump sum one time corpus fund amount of Rs------. The Promoter will create a fixed deposit of all such corpus received from various respective Allottee's and shall handover the total corpus amount to the final entity.

Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of the possession of his apartment the proportionate share (i.e. in proportion to the floor area of the apartment/s or in lump-sum monthly amount) of outgoings in respect of the said land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Local Water Charges, Tanker Bill, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management

and maintenance of the said land and building/s. Until the Society is formed and registered and the said land and buildings or the administration of the buildings is handed over or transferred to it, the Allottee/s further agrees that till the allottee's share is so determined the allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution for **2** (two) years calculated at Rs.4/- per sq.ft. of the Carpet area per month totaling to -----/- (Rupees -----

-- **Only**) towards the outgoings. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the unit purchasers as aforesaid. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be paid by the Promoter or the concerned person to the Society within one month from the date of conveyance as aforesaid, and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Allottee/s to the Promoters or concerned person prior to the Final Conveyance Deed as aforesaid. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators, generators, inverters / batteries (if provided in the said building) irrespective of the floor on which the apartment is located and also irrespective of the use of the lifts/elevators by the Allottee. At the end of Six Month from the date of delivery of possession of the Apartment the Promoter shall be entitled to re-evaluate the amount specified above and period required to maintain the facilities and if necessary to demand additional amount towards

the same for said One year and even for one or more additional years.

The aforesaid deposit is worked out on the basis of present market conditions and for any reason, on account of inflation or other exigencies, additional amount are to be contributed for maintenance corpus, the purchasers agree that he/ she/ they shall be bound to contribute proportionate amounts in that behalf.

The maintenance charges are always subject to review/escalation depending upon the costs of inputs including on consumption of electricity, water and other consumables and/ or increase in levies or imposition of new ones by any authorities.

- 9.4 The final quantum of share of the said apartment in the maintenance charges for maintaining the common area and facilities shall be calculated in proportion to the area of the said Apartment to the total area of all the apartments / units sharing the said common amenities.
10. 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.
11. At the time of registration of conveyance of the structure of the building or wing 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 / wing of the building. At the time of registration of conveyance of the project 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 land to be executed in favour of the Apex Body or Federation.

12. 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 project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 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 / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- 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. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities to the Association Society on or before 31/03/2020.
- 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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. COVENANTS AS TO USE OF SAID APARTMENT

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

- 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 tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or 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.

- xii. Till the entire project is completed in all respects and all the buildings and common area and facilities are handed over to the Society the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. Not to obstruct the development work for any reason and in any way.
- xiv. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to 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.
- xv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter 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 balconies.
- xvi. If the unit allotted is a non-residential unit then the Allottee shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Promoter or Society as the case may be.
- xvii. 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.C./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.
- xviii. 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 therefore.
- xix. 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.

xx. 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.

xxi. 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.

xxii. The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on

the roof of the building in the place designated for the same by the Promoter.

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

14. 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.

15. 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 entire land with the buildings is transferred to the Society as hereinbefore mentioned.

16. 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.

17. **It is agreed by and between the Parties as under -**

- I. The name of the project shall **be “SHIVOM REGENCY”** and this name shall not be changed without the written consent of the Promoter.
- II. The Promoter has made full and true disclosure of the title of the said 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 of the Consenting Party 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 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. The Allottee/s is/are aware that corporation may not be able to supply adequate drinking water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.
- VI. 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 with the said time limit then

the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.

VII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions of 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.

VIII. 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.

IX. 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.

X. The Allottee has read the terms of the Development Agreements and other agreements in between the Promoter and Consenting Party and Allottee agrees that this agreement is subject to the said terms and are also binding on him.

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 till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.

XII. 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.

XIII. 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 of maintenance and repairs of the common amenities 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.

XIV. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining 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.

XV. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the corporation/concerned authority may pay the compensation therefor in terms of additional F.S.I. 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 property 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 Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

XVI. 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 Property 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 other property in this Property as and when permitted by Corporation. 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, construct the additional units permitted by Corporation 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 para 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.

XVII. 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, Collect rate, 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.

XVIII. The Promoter herein may be constructing the said project in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining part 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.

XIX. 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 and the Consenting Party 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. The Promoter shall be entitled to use the staircase, lift etc. & show the entire site & common amenities to the persons interested in purchase of unsold flats & no obstruction will be caused by other allottees / society.

XX. 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.

XXI. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building 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 agrees for which the Allottee hereby gives his consents.

XXII. It is hereby made clear that as stated herein above the organization of all the Apartment Allottee/Unit holders for the said Building shall be a co-operative Housing Society to be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960.

XXIII. The Promoter may at its discretion and option decide to form a Society separately of each building/wing/phase or jointly of all the buildings/wings in the said property. In the event of separate or more than one Society being formed, the Promoter may decide to form a separate organization/federation / private trust of such societies for the management of the common areas and facilities common between the Societies. The decision taken by the Promoter shall be final and binding on the Allottee/s and Societies.

XXIV. It is declared by the Parties that they are all citizens of India and domiciled in India.

XXV. (i) 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 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 entire scheme is complete and maintenance is handed over to the Society.

(ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by Promoter from various sources viz. borewell, tankers, gram panchayat/corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each apartment/unit and the same will be billed and collected in advance. The collection may be on half yearly or yearly basis.

(iii) If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the apartment / unit until the charges are paid.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) 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.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexure, 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.

20. RIGHT TO AMEND

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

21. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

24. 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.

25. 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, 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.

26. REGISTRATION OF THIS AGREEMENT

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 will attend such office and admit execution thereof.

27. 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 notified Email ID at their respective address / specified below :-

Name: **Mr./Mrs.**-----

Add: -----

E-mail Address-----

Name M/s Space Builders and Developers

Add: 1, Matai Chambers, 63. Erandwana. Near Mhatre Bridge
Pune 411004 thought its Partner, Shri. Dilip Lalchand Matai.

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.

28. 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.

29. Stamp Duty and Registration - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

29.1 TDS Deduction

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 Promoter, which deposit shall refunded by the Promoter 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.

29.2 PAYMENT OF 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. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty of Rs.--
-----/- (Rupees -----**Only**) on the carpet area of ----- Sq.mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to be

executed by the Promoter and the Owners/Consenting Party 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.

30. 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 Concerned Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

31. 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.

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

FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land and ground bearing Survey No.176 of Village Baner, admeasuring an area about 4000 sq.mtrs , within the local limits of Pune Municipal Corporation and bounded as follows : -

On or towards East : S. No 177 Property of Murkute .

On or towards South : 30 meter Mhalunge Baner Road

On or toward West : By Village Road

On or toward North : S. No177 Property of Murkute.

SECOND SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land and ground bearing Survey No.176 of Village Baner, Final plot admeasuring an area about 1598.14 Sq.mtrs , within the local limits of Pune Municipal Corporation and bounded as follows : -

On or towards East : S. No 177 Property of Murkute .

On or towards South : 30 meter Mhalunge Baner Road

On or toward West : By Village Road

On or toward North : S. No176 part Property of Space Builders & Developers

THIRD SCHEDULE ABOVE REFERRED TO

A] COMMON AREAS AND FACILITIES:

1. The land for the project described in First Schedule above.
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the building.
3. Installation of central services such as electricity, gas, water and sanitation, air conditioning and incenerating, system for water conservation and renewal energy.
4. The water tanks sumps, motors fans compressors, ducts and all apparatus connected with installations for common use.
5. Underground and overhead water tanks
6. All other portion of the project necessary or convenient for its maintenance, safety and in common use,

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 apartments shall exclusively belong to such respective apartments.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

THE Allotte/ PURCHASER

in the presence of WITNESSES :

1. Name _____

Signature

2. Name _____

Signature

SIGNED AND DELIVERED BY THE WITHIN NAMED
M/S. SPACE BUILDERS AND DEVELOPERS

through its Partner –

SHRI DILIP LALCHAND MATAI

in the presence of :

THE PROMOTER

(Authorized Signatory)

WITNESSES :

Name _____

Signature _____

Name _____

Signature _____

SCHEDULE of Flat/Shop

**DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES
IN ALL FOUR DIRECTIONS**

SHOP/ FLAT No. ----- on the ----- floor admeasuring carpet area of ----- Sq.mtrs. [as defined in RERA] and enclosed balconies admeasuring carpet area of ----- sq. mtrs. and adjoining terrace admeasuring ----- Sq.mtrs and bounded as follows -

On or towards the East : By

On or towards the South : By -----

On or towards the West : By

On or towards the North : By-----

ANNEXURE A

(Authenticated copies of extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoter to the project land)

ANNEXURE B

Title Report

ANNEXURE C

(Authenticated copy of the Commencement Certificate of the Project Land)

ANNEXURE C1

(Authenticated copies of the plans of the Project Land as approved by the concerned Local Authority)

ANNEXURE C2

(Authenticated copies of the plans of the Project Land as approved by the concerned Local Authority)

ANNEXURE C3

(copies of the future plans of the Project Land to be approved by the concerned Local Authority)

ANNEXURE "C4"

FLOOR PLAN OF THE APARTMENT

ANNEXURE "E"

NA Order

ANNEXURE - D

(Specification and amenities of the Flat)

SPECIFICATIONS & AMENITIES

R.C.C. Frame Structure * Good Quality of Fly ash Bricks/Blocks for walls *Vitrified tile flooring & skirting for rooms * Kitchen Platform with Granite top and stainless steel sink * Concealed Plumbing, Hot & Cold mixer for shower in bathrooms * Chromium Plated Jaguar or equivalent bathroom fitting and fixture * Concealed Electrical wiring with high standard fittings & fixture & MCB * Waterproof and anti termite door shutter with wood and door frames 1 Aluminum windows with sliding glass shutters and mosquito net * Provision of Telephone * Oil Bond Distemper paint for internal walls and high quality water proof cement paint for external walls * 6 Passenger lift of renowned manufacturer, Power Back up for lift and common services * Fire

hydrants provision for fire fighting in case of emergency * Decorative Entrance Lobbies.

Received of and from the Allottee above named the sum of Rupees. -
-----/- on execution of this agreement towards Earnest Money Deposit or application fee.

I say received.

The Promoter/s