

SHREE GAJANAN PRASANNA
AGREEMENT

This Agreement is made and executed at Pune
on this _____, 2017.

By And Between

M/s. D.G.Developers, a partnership firm registered under the Indian Partnership Act, 1932 having office at-Sr.No.132/1/1A, Dalaviwadi, Sinhgad Road, Nanded Phata, Dhayari, Tal-Haveli, Dist-Pune-411041. (PAN-AAKFD6970E), by its duly authorized partner/s and constituent power of attorney holder of Consenting Party- (1) **Shri. Indrajeet Balasaheb Dalavi**. Age about 41 years, Occupation - Business, residing at-136, Vishnuprasad Bunglow, Dalaviwadi, Sinhgad Road, Nanded Phata, Dhayari, Tal-Haveli, Dist-Pune-411041 and (2) **Shri. Nikhil Suresh Gaikwad**. Age about 36 years, Occupation - Business, residing at-S.No.120A+120B, Parijatak Building, Wing B, Apartment No. 107, Navasha Maruti Mandir, Pune-Sinhgad Road, Parvati-411030.

Hereinafter referred to as **The Promoter**.

[which expression unless repugnant to the context or meaning thereof shall mean and include the said partnership firm, its present partners, and person/s who may be admitted as partner/s of the said firm on reconstitution of the said firm, and on dissolution of the said firm the rights and obligation under this agreement to whom will be allotted and partner/s's heirs, executors, administrators and assignees but does not include the person who ceases to be the partner of the said firm and his heirs, executors, administrators and assignees]

Party Of The First Part.

And

Mr. _____.

Age- _____ years. Occ. _____

PAN- _____

Residing at- _____.

Hereinafter referred to as the **Allottee/s**.

[which expression unless repugnant to the context or meaning thereof shall mean and include he/she/they/himself/herself/ themselves, and his/her/their/ heirs, executors, administrators only]

The Party Of The Second Part.

And

(1) **Shri. Indrajeet Balasaheb Dalavi**. Age about 41 years, Occupation - Business and (2) **Sou. Anjali Balasaheb Dalavi**. Age about 61 years, Occupation - Housewife, both residing at-136, Vishnuprasad Bunglow, Dalaviwadi, Sinhgad Road, Nanded Phata, Dhayari, Tal-Haveli, Dist-Pune-411041.

Hereinafter referred to as the **Consenting Party**.

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[which expression unless repugnant to the context or meaning thereof shall mean and include he/she/they/himself/herself/themselves, and his/her/their/ heirs, executors, administrators only]

The Party Of The Third Part.

Agreement For Rs. /-

WHEREAS

- a) All that piece and parcel of the land more particularly described in the **SCHEDULE (I)** written hereunder and hereinafter referred to as the **said Land** is owned and possessed by the Consenting Party.
- b) The Consenting Party has got approve the building plan, specifications, elevations, sections and details of the proposed building to be constructed on the said land from the Pune Municipal Corporation vide Commencement Certificate No.CC/0199 /16 dt. 03/05/2016. The said building comprising of Apartments, shops and offices.
- c) The Tahasildar Haveli Pune by its order No.हवेली/सनद/एसआर/05/2016 दिनांक10/10/2016 has granted Sand/non – agricultural permission to use the land admeasuring about 2290.12 sq.mts. for the purpose of residence and land admeasuring about 625.23 sq.mts. for the purpose of commercial i.e. total 2915.65 sq.mts. excluding an area under road widening admeasuring about 584.35 sq.mts. to the Consenting Party.
- d) However, due to the lack of funds and technical know-how, the Consenting Party has granted development and construction rights of the said land in consideration of cash to the Promoter herein on 25/01/2017. The said Development Agreement and Power of Attorney are registered in the office of Jt. Sub- Registrar Haveli No. XVI Pune at sr.no. 607 and 608.
- e) By virtue of the said Agreement, the Promoter alone entitled to develop the said land and to construct the building thereon and has exclusive right to sell the Apartments, shops, office of the said building and to allot exclusive right to use terraces / car parking/ reserved / restricted areas and to enter into an agreement/s with the Purchaser/s and to receive the sale price thereof.
- f) For completion of the said project / building the Promoter along with Confirming Party have jointly borrowed term loan of Rs. 2,00,00,000/- (Rs. Two Crore only) on and against the said land together with proposed building known as Shriram Corner along with the tenements therein from Pune Urban Co-operative Bank Ltd. Nanded Phata branch. The said Deed of Simple Mortgage is

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registered in the office of Jt. Sub Registrar Haveli No. XX Pune at sr. no. 1224.

- g) The Promoter has got approve the revised building plan, specifications, elevations, sections and details of the proposed building to be constructed on the said land from the Pune Municipal Corporation vide Commencement Certificate No. _____ dt. _____ and which would further be revised by the Promoter from time to time as may be found necessary.
- h) In accordance with plan sanctioned by the Pune Municipal Corporation, the Promoter is developing the said land and constructing thereon building to be known as **Shree Ram Corner**(hereinafter referred to as the **said Building**).
- i) The copy of the certificate of title issued by the Advocate of the Promoter, copies of extract of Village Forms 7/12 showing the nature of the title of the Promoter to the said land on which the Apartment/s are being constructed or to be constructed and the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s and approved by the concerned local authority have been annexed hereto and marked annexure "A" "B" "C" respectively.
- j) While sanctioning the plans, the Planning Authority/ concerned local authority/ies and/or Government imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the said land and the construction of the said Building thereon and upon due observance and performance of which only the completion /occupation certificates in respect of the said Building shall be granted by the planning Authority;
- k) The Promoter has entered into standard agreement with 'Shekhar Walhekar&Associates' an architect registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects. The Promoter also has appointed structural engineer/s Shri. G. A. Bhilar Consultant Pvt.Ltd. for the preparation of the structural design and drawings of the said Building/s and the Promoter accepts the profession supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building/s;
- l) The Promoter has at the time of allotment and prior to the execution hereof , as demanded by the Allottee/s herein given inspection to the Allottee/s of all document/s of title relating to the said land, copies of documents inter alia such as all sanctions, permissions,licenses, clearances etc., issued in favour of the Promoter by various local/ government/semi government bodies; right of the Promoter to develop the said land; and all other related

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documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said "ACT") and the Allottee/s has satisfied himself/herself/themselves about the plans, designs and specifications of said Apartment, title of the Consenting to the said land, and Promoter's rights to develop the said land and to allot and sell the said Apartment;

- m) The Allottee/s offered to the Promoter for allotment to the Allottee/s the **Apartment No. ---- on ---- Floor** in the **Wing ---** of the said Building which is under construction on the said land which is more particularly described in **Schedule III** hereunder written and hereinafter referred to as the said Apartment.
- n) The carpet area of the said Apartment is ---**Square Meters** and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s 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.
- o) 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.
- p) Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs. -----/- (Rs. ----- Only)** by cheque / demand draft/ pay- order no. ----- dt. ----- drawn on -- ---- Bank, being partpayment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- q) The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ----- dt. -----
- r) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- s) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the

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Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the covered parking.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOW -

1. The Promoter shall construct the said **Building** on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
- 1.(a)The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s **Apartment No. ---** - admeasuring ----- **sq. mts.** carpet on --- **Floor** in the **Wing ---** of the said Building(hereinafter referred to as "**the Apartment**") as shown in the Floor plan attached herewith along with **Covered Parking Spaces** bearing **No. -----** admeasuring about ----- **sq.mts.** for the consideration of **Rs. -----/(Rs. ----- Only)** 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 Second Schedule annexed herewith.
- (b)The Allottee/s has paid on or before execution of this agreement a sum of **Rs. -----/(Rs. ----- Only)** by cheque / demand draft/ pay- order no. ----- dt.----- drawn on ----- as advance payment and hereby agrees to pay to that Promoter the balance amount of **Rs.-----/(Rs. ----- Only)** in the following manner :-

Sr. No.	Particulars	Percentage
1.	To be paid after the execution of the Agreement.	20%
2.	to be paid on completion of the Plinth.	15%
3.	to be paid on completion of the RCC and slab.	25%
4.	to be paid to on completion of walls, internal plaster, floorings, doors and windows.	5%
5.	to be paid on completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said Apartment	5%
6.	to be paid on completion of external plumbing and external plaster, elevations, terraces with water proofing, of the building or wing in which the said Apartment is located	5%
7.	to be paid to the Promoter on the completion of the lifts, water pumps, electrical fittings,	10%

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	electro, mechanical and environment requirements, entrance lobby/lobbies, plinth protection, paving of areas, appertain and all other requirements as may be prescribed in the Agreement of Sell	
8.	Balance amount at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.	5%

- 1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax and Cess 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.
- 1(d) The Total Price is escalation-free, save and except escalations /increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s 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/s. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee/s 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(f) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to

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object/demand/direct the Promoter to adjust his payments in any manner.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said land and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the said building and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the said land, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s 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/s 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 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her

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proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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 refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter.

5. The fixtures 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 Apartments are set out in Schedule IV.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
 - (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7.1 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the

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Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy:
- 7.3 Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 8.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 (i) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment, whichever is earlier, brings to the notice of the Promoter any structural defect in the said Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment/phase/wing and in specific the structure of the said Apartment/wing/phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect/s caused by normal wear and tear and by negligent use of said Apartment by the Occupants, vagaries of nature etc.
- (ii) That it shall be the responsibility of the Allottee/s to maintain his Apartment in a proper manner and take all due care

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needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement/ epoxy to prevent water seepage.

- (iii) Further where the manufacture warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment/Building/Phase/Wing, and if the annual maintenance contracts are not done/ renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance /warranty contract so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the common Project amenities wherever applicable.
- (iv) That the Allottee/s has been made aware and the Allottee/s expressly agrees that the regular wear and tear of the said Apartment/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 20c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (v) Provided further that any deviation in usage/maintenance of the said Apartment in contravention to user Manual shall amount to default on part of the Allottee/s towards proper maintenance of the said Apartment/Building/Phase/Wing and the Allottee/s shall not be entitled to claim any compensation against defect liability from the Promoter.
- (vi) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said Apartment/ Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building/s or any part thereof to view and examine the state and condition thereof.
- (vii) Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those

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responsibilities which are not covered under the maintenance of the said Apartment/Building/Phase /Wing as stated in this Agreement. That further it has been agreed Apartment sold or in the Building/ Phase/Wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

8. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of the residence or any lawful purpose permitted by the local authority and shall use the parking space (if any) allotted to him only for the purpose for keeping or parking the Allottee/s's own vehicle and not for any other purpose.
9. (a) The Allottee/s along with other Allottee/s of Apartment 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/s, so as to enable the Promoter to register the said Society.
(b) The Promoter shall form a Co-Operative Housing Society under Maharashtra Co-operative Societies Act 1960 including the bye laws of the proposed Society shall be formed within 3 months from the date of obtaining occupancy certificate or within 3 month when the 51% of the Allottee/s paid the entire amount of consideration to the Promoter whichever is earlier and the Allottee/s shall sign all necessary documents.
(c) No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per their commitments to various persons, Allottee/s and or any other competent authority as the case maybe. This condition is the essence of the agreement.
(d) Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Co-operative Societies Act 1960 and Real Estate Regulation and Development Act, 2016 and the rules mentioned therein the Apartment will be conveyed by the Promoter herein within a period of Six Months from and after (a) Obtaining the full and final completion certificate in respect of the entire project and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of PMC (irrespective of previous sanction or not of FSI)

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responsibilities which are not covered under the maintenance of the said Apartment/Building/Phase /Wing as stated in this Agreement. That further it has been agreed Apartment sold or in the Building/ Phase/Wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.

8. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of the residence or any lawful purpose permitted by the local authority and shall use the parking space (if any) allotted to him only for the purpose for keeping or parking the Allottee/s's own vehicle and not for any other purpose.
9. (a) The Allottee/s along with other Allottee/s of Apartment 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/s, so as to enable the Promoter to register the said Society.
(b) The Promoter shall form a Co-Operative Housing Society under Maharashtra Co-operative Societies Act 1960 including the bye laws of the proposed Society shall be formed within 3 months from the date of obtaining occupancy certificate or within 3 month when the 51% of the Allottee/s paid the entire amount of consideration to the Promoter whichever is earlier and the Allottee/s shall sign all necessary documents.
(c) No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws if the same are required to be made by the Promoter as per their commitments to various persons, Allottee/s and or any other competent authority as the case maybe. This condition is the essence of the agreement.
(d) Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Co-operative Societies Act 1960 and Real Estate Regulation and Development Act, 2016 and the rules mentioned therein the Apartment will be conveyed by the Promoter herein within a period of Six Months from and after (a) Obtaining the full and final completion certificate in respect of the entire project and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of PMC (irrespective of previous sanction or not of FSI)

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any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

13. The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter the following amounts -

- (a) Rs. _____/-The share money, application entrance fee of the society as the case may be.
(b) Rs. _____/-The charges for formation and registration of society of Apartment owners as the case may be, as per demand.
(c)Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society.

14. (a)The Promoter has made full and true disclosure to the Allottee/s of the title of the said land as well as the encumbrances, presently known to the Promoter. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest to construct building/s and to develop the said land. The Promoter has also given inspection of all the relevant documents as required by law. The Allottee/s having acquainted himself/herself/ themselves with all the facts and right of the Promoter pertaining to the said land has entered into this Agreement.

- (b). The Promoter herein had also requested the Allottee/s to carry out the search and to investigate the title of the said land. The Allottee/s hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the said land and to enter into this agreement.

- (c). The Promoter hereby represents and warrants to the Allottee/s 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

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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 said land or the Project except as mentioned in the recital;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said 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, said 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, said 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/s 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 said land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s 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/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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

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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.

15. The Allottee/s or himself/herself/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 tenable 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 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/s in this behalf, the Allottee/s 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/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 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

Devi-7B
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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, Patis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- 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, 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/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, 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/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society 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/s 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.

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- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Association, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
16. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
17. 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/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society.
18. It is specifically agreed between the Parties that even if the Society of all the Apartmentholders is formed and registered and conveyance completed, the Promoter shall not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require 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 Apartment/s. Also the Allottee/s of such Apartment/s shall be liable to pay maintenance from the date of allotment and delivery of possession.
19. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.
- However, in the event the mortgagee bank compels to create charge on the entire project then in such event the no dues/ no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.
20. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date

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of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

21. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.
22. This Agreement may only be amended through written consent of the Parties.
23. 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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
24. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.
25. Wherever in this Agreement it is stipulated that the Allottee/s 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 Apartments in the building.
26. 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

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herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.
28. The Name of the building shall be "**Shriram Corner**" and this name shall not be changed without the written consent of the Promoter. The Promoter at its discretion shall also decide the name of the Society.
29. The Allottee/s 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.
30. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

(1) Mr. -----

(2) Mrs. -----

Both residing at- -----

Notified Email ID: -----

M/s. D.G.Developers, a partnership firm registered under the Indian Partnership Act, 1932 having office at-S No.132/1/1A, Dalaviwadi, Sinhagad Road, Nanded Phata, Dhayari, Tal-Haveli, Dist-Pune-411041. Notified Email ID: -----

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

31. That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.
32. The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

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33. a) Any dispute/ difference relating to terms of this Agreement shall be firstly referred to Project Architect who shall act as the 'mediator/ conciliator';
- b) The mediator shall call upon parties to submit their written claims, replies and objections;
- c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
- d) In case of mutual resolution the mediator shall reduce the terms in form of 'Settlement Agreement' as provided by provisions of Arbitration and Conciliation Act, 1996;
- e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
- f) the mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented to by the parties
34. 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.
35. Before delivery of possession of the Apartment, the Allottee/s shall pay to the Promoter the Allottee's share of stamp duty and the registration charges payable, if any, payable by the said Society or the Allottee/s on the conveyance or any document in respect of the said land and the building/s or Apartment etc. to be executed in favour of the Society or Allottee/s herein after adjustment of the stamp duty paid to this Agreement.
36. The consideration of the said Apartments agreed between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Apartment/accommodation. This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act 2016 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (d). The Allottee/s herein has paid stamp duty as per the law, 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 favour of the Allottee/s herein or in the name of the society in which the Allottee/s will be the member in respect of the said Apartment. If additional stamp duty is required to be paid at the time of conveyance the Allottee/s shall pay the same.
37. This agreement shall always be subject to the provisions of the Maharashtra Ownership Apartments (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and the

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Maharashtra Co-operative Societies Act, 1960 or the Real Estate (Regulation and Development) Act 2016 and the rules made thereunder as the case may be.

SCHEDULE - I

All that piece and parcel of the land, ground hereditaments premises bearing land bearing Survey No. 132/1/1A totally admeasuring about 01 H. 64 Are from and out of separate land admeasuring about 00 H. 35 Are lying, being and situate at Revenue village Dhayari within the Registration and District Registration Pune and within the Registration and Sub Registration, Taluka Haveli and within the local limits of Pune Municipal Corporation and said land is bounded as follows:

On or toward:-

- East** : By property of Shri. Ajinkya Dalvi and Shri. Atul Dalvi.
West : By private road of S.No. 133.
South : By road.
North : By property of Shri. Prashant Dalvi.
Together with all the rights of easement, road, hereditament etc.,

SCHEDULE - II

A] COMMON AREAS AND FACILITIES:

1. The land and the open space described in the Schedule I above (subject to the right of exclusive use of open spaces and car parks allotted or that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls and gates.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The Ground floor Apartments shall be entitled to exclusive use of open spaces and land adjoining to them

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respectively as and if allotted or that will be allotted by the Promoter at its discretion and as shown in the plan hereto annexed.

3. The scooter parks, car parks and terrace on top of building and portions thereof will be allotted to specific unit Allottee/s by the Promoter as per their discretion or retained by the Promoter.
4. Terraces adjacent to the terrace Apartments and above the building shall exclusively belong to such respective Apartments if so specifically allotted by the Promoter.
5. Parking spaces in basement or under stilts of the building or open parking provided in the side margin shall be allotted to specific Allottee/s by the Promoter as per their discretion or may be retained by the Promoter.
6. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open space, terraces, car-parking within the said land in the building/s which is /are under construction on the said land is reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of Apartment, terrace, parking space etc. Or to Convert the Restricted Area into Common Area or visa-versa.

Schedule III
DESCRIPTION OF THE SAID APARTMENT

- 1) Apartment No. _____
- 2) Floor - _____
- 3) Area _____ sq. ft. (_____ sq. mts.) carpet
- 4) Terrace _____ sq. ft. (_____ sq. mts.) carpet
- 5) Car Parking No. -----admeasuring about--- sq. mts.
(approximately) including Terrace of the Wing ---- of the Building known as **SHRIRAM CORNER** which is under construction on the said land more particularly described in Schedule-I written herein above.

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AND
SCHEDULE - IV
SPECIFICATION

1. Structure - RCC framed structure.
2. Wall - In ciporex along with internal Gypsum and external sand faced plaster.
3. Flooring - 600X600 mm ceramic flooring in all rooms. Anti-skid flooring in toilets & Bath. Common passage & Terrace 400 X 400mm
Flooring
4. Kitchen - Granite kitchen platform with stainless steel sink and having dado of glazed tiles upto 2 feet .
5. Window - Powder coated aluminum sliding windows with m.s. grills.
6. Plumbing - Concealed plumbing.
7. WC and Bath - Common along with antiskid flooring and dado of glazed tiles upto 4 feet for WC & bath up to slab level.
8. Electrical - Concealed electrification with single-phase connection.
9. Colour - Internal paint in oil bound & externally cements paint / Apex.
10. Door - All RCC frame along with flush doors
11. Lift - Lift of standard make with backup.

Note-

1. Aforesaid specification is general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.
2. Any additional specification or work will be charged extra and no rebate will be given for cancellation or omission of any item.

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INWITNESS WHEREOF the parties hereto have signed this agreement at Pune on the day and the year first herein above written

(1) Shri. Indrajit Balasaheb Dalvi.

(2) Shri. Nikhil Suresh Gaikwad.
(partners of **M/s. D. G. Developer** sand constituent
Power of Attorney holder of consenting party)
PROMOTER

Allottee/s

WITNESS:

1.

2.

DECLARATION

We, the partners of **M/s. D. G Developers** do hereby declare that- an Agreement presented for registration in the office of Jt. Sub Registrar Haveli Pune, is executed /admitted by me as the power of attorney holder of Consenting Party. The said power of attorney is still in subsisting and not yet cancelled by the Principal. Furthermore the said power of attorney is not declared as void by any reason whatsoever in nature or death of the Principal. On basis of the said power of attorney We are competent to admit the execution of the Principal. We are aware that whatever stated herein above is found false, then will be punishable u/s 82 of the Registration Act 1908.

Declarant

24

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- (b) After receiving the entire amount & all dues from all the Allottee/s including maintenance charges, outgoings, stamp duty, registration fees, GST or any other taxes (if payable) etc.
- (d) Such conveyance shall be subject to exclusive, limited common rights of the Apartment Allottee/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the Society as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.
10. It is hereby made clear that the ultimate organization of all the Allottee/s Unit holders of the present scheme will be a Society under the provisions of the Maharashtra Co-operative Societies Act 1960. However all the expenses thereof shall be borne and paid by the Allottee/s proportionately.
- The Promoter shall be entitled to amend, substitute, modify, terminate and cancel and/or revise the bye-laws and the declaration for which the Allottee/s has/have given their irrevocable consent.
11. It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces to one or more Allottee/s as per his choice for their exclusive use. The Allottee/s to whom such parking space/s are allotted shall be admitted as the Member of the Society. It is hereby agreed that the areas mentioned in sub-para (A) of the Schedule (II) shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.
12. Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Association is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agrees that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution of Rs. 2.5 Per sq.ft. + Additional GST 12 % - per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry

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