

DRAFT

AGREEMENT FOR SALE

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

BETWEEN

M/S SBM PROPERTIES,

PAN: ABZFS7901A.

A partnership firm duly registered under the provisions of Indian Partnership Act, 1932, having its registered office at S.No 41/1, Behind Shell Petrol Pump, Hinjewadi, Pune 411057.

Address for correspondence 1, 'Matai Chambers', Near Mhatre Bridge, Erandvane, Pune-411 004, and through its authorised partner/s

Mr. Dilip Lalchand Matai, Age-52 years, Occupation – Business, or Mr. Sandeep Vasant Phansalkar, Age 50 years, Occupation Business

[Hereinafter referred to as **THE VENDOR/PROMOTER** which expression unless repugnant to the context or meaning thereof shall mean and include her heirs, executors, administrators and assigns]

.....OF THE FIRST PART

AND

(1) Mr. / Ms. _____,

(PAN/Aadhar No. _____)

Age about _____ years, Occupation-----,

Residing at _____,

(2) Mr./Ms.-----,

PAN/Adhar _____,

Residing at-----,

[Hereinafter referred to as the "**Allottee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

.....OF THE OTHER PART

LIST OF SCHEDULES AND ANNEXURES

Sr. No	Annexure	Desecration	Sr.no.	Schedule	Description
1	A	Property 7/12 extracts of Entire Lands	1	I	Said entire Lands
2	B	Commencement Certificate	2	II	Said Land
3	C	N.A. Order	3	III	Said Apartments
4	D	Index II of Development Agreement Dated 20/03/2017	4	IV	Internal Spacfation of Apartments
5	E	Title Opinion and Search Report	5	V	Common Amenties
6	F	Currant Sanction Layout			
7	G	Future Potential Layout			
8	H	Sanction Floor Plan & Typical Plan			
9	I	Rera Certificate			

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

A. History of the said Land

- i. The Promoter is absolutely and lawfully entitle to develop the land Survey No. 42/1 admeasuring 00 Hectares 49 Ares assessed at Rs.0.81 of village Hinjewadi, Tal. Mulshi, Dist. Pune owned by Mr.

Maruti Kashiram Hulavale, which land is more particularly described in the Schedule mentioned below (hereinafter referred to as the "**Said Entire Land**")

- ii. The said land Survey No. 42 was originally an ancestral property of one Kashiram Patlu Hulavale prior to 1930. Original Survey No.42 was subdivided into 4 parts (hissas) in the year 1934 in the Phalni demarcation carried at the said village. Out of the said 4 parts, the Land Survey No.42, Hissa No. 1 admeasuring 48 Ares plus Potkharaba of 01 Are together 00 Hectares 49 Ares land was recorded in the name of Mr. Kashiram Patlu Hulavale vide M.E. No. 590 Dated 17/08/1934.
- iii. The said Kashiram Patlu Hulavale died on 02/10/1995 leaving behind him the son-present owner Mr. Maruti Kashiram Hulawale and two married daughters namely Baijabai Jaywant Sakhare & Kusum Dattatray Sakhare. Hence names of the said legal heirs came to be entered into the record of rights of the said land Survey No.42/1 along with other lands in the village vide Mutation Entry No. 3540 dt. 25/06/1996.
- iv. By two separate Release deeds dated 14/08/2014 and 14/09/2015 which are duly registered with the Sub-registrar, Mulshi-II at Serial Nos. 6628/2014 and 7638/2015 respectively from which it reveals that said married daughters of Late Kashiram - Baijabai Jaywant Sakhare and Kusum Dattatray Sakhare released and relinquished their right, title and interest in the said land in favour of their brother Mr. Maruti Kashiram Hulavale thus he became absolute owner possessor of the total land.
- v. Part of the said land was reserved for Rehabilitation of the dam affected persons under Kasarsai Dam Project. However, the said owner filed Writ Petition No. 181 of 2016 before Hon. High Court of Judicature, Bombay challenging the said reservation. Hon. High Court vide Order dt. 27/04/2016 while finally disposing of the said writ petition passed order releasing the said land from the reservation of rehabilitation and hence the said land became free from such encumbrance. Accordingly the said entry regarding reservation for rehabilitation was removed (bracketed) from the other rights column of the 7/12 extract of the said land.
- vi. Initially by Development Agreement and Power of Attorney both dt. 10/11/2005 which were duly registered with the Sub-registrar,

Mulshi at Serial Nos. 5785/2005 and 5786/2005 respectively, the said owner Mr. Maruti Kashiram Hulavale granted Development Rights of the said land in favour of M/s. Rohan Builders. However, the said Development Agreement and Power of Attorney have been cancelled by duly executing the Cancellation Deed dated 28/10/2013 by the same parties, which is also registered with the Sub-Registrar Mulshi at Serial No. 5042/2013 and 7638/15 respectively.

- vii. **Details Development Agreement and Power of Attorney:** The said owner Maruti Kashiram Hulawale and his family members thereafter granted Development Rights of the said land to and in favour of the Vendor/Promoter herein vide Development Agreement and Power of Attorney both dt. 20/03/2017 which are duly registered with the Sub-registrar, Mulshi-II at Serial Nos. 3078/2017 and 3079 dated 20/03/2017 and the Index II of the Development Agreement is Annexure "D"

Commencement Certificate:

The Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the layout **Said Entire Land** and construction plan submitted by the Promoter and had granted initial Commencement Certificate to develop the Project *vide* approval bearing No. BMU/Mo.Hinjewadi/S.N0 42/1/P.K.117/17-18/ dated 18/06/2018; The Promoter has got the said building plan revised from the PMRDA vide Revised Commencement Certificate No. BMU/Mo.Hinjewadi/S.N0 42/1/P.K.560/18-19/ dated 17/10/2018 showing 12meter wide road area admeasuring 368.81 sq.meters on the Northern side of the land ,Amenity space admeasureing 679.67 sq.meters and remaining **Said Land** admeasuring 3851.52 square meters

The Promoter has obtained the final layout plan approvals for the Project from the PMRDA. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with the provisions of Section 14 of the said Act and other laws as applicable

WHEREAS:

- (A) The Promoter has prepared an layout plan for the property comprising in the Said Entire Land, and which is more particularly described in **Schedule- I** which has been approved by the development control authority, Pune Metropolitan Regional Development Authority (PMRDA) vide no. BMU/HINJAWADI/S.NO.42/1 /P.K.560/18-19 dated 17TH OCTOBER , 2018 ("**said Layout and Building Plan**"), showing 12 meters wide road admeasuring 368.81 square meters on the Northern side of the land , Amenity space area admeasuring 679.67 square meters, open space area admeasuring 453.11 square meters and remaining said Land buildable plot area admeasuring 3398.41 square meters.
- (B) Out of the Said Entire Land and as per above sanctioned layout, after deducting the said 12 meter wide Road area, said Amenity Space area but including said Open Space, the remaining net plot area admeasuring 3851.52.square meters is hereinafter referred to as the "**said Land**", and the same is more particularly described in the **Schedule-II** hereunder.
- (C) FSI & Non FSI : As per existing accordance development control regulation, the Promoter is entitled to receive applicable FSI premium FSI and/or TDR in lieu of transfer of aforesaid Amenity space, Road Widening area, and utilize the same for additional construction on the said Land, as permitted by the sanctioning authority, at its sole discretion.
- (D) **Real Estate Project:** Promoter being the Developer of the Land, in accordance with the Development Control Rules applicable to the Land, the Promoter is developing an ownership scheme on the said Land under the name "**SBM AVIVA**".
- (E) **Current Sanction of Project:** The said Land is under development by the Promoter and has proposed construction of one building having ground floor parking and **1st to 10th floors** (the building will be herein referred as "the said Building"), hereinafter referred to or called as the "**said Project**", copy of the layout of the proposed development is

annexed hereto as Annexure-**F**. Out of the proposed development, the Promoter has obtain **Annexure “B” Commencement Certificate** BMU /Moj HINJAWADI / S.NO.42/1/P.K.560/18-19 dated OCTOBER 17, 2018, from the PMRDA for the building layout and the building plans in part by utilizing permissible FSI of the said Land.

(F) Proposed Full Potential of Project: .And Whereas in future we shall obtain FSI in form handing over amenity space, road widening area or paid FSI, premium FSI or by utilizing TDR, or any increased FSI due to change in development control rules, as may be permitted by the PMRDA. Whenever the additional FSI/TDR is sanctioned by the PMRDA to be used in the project, the Promoter will apply for revision of plans and the proposed full potential layout may contain building having following configuration: as per **Annexure : “G”**

**Residential Building : Balance Flats upto 10th Floor
Parking +12 upper floors**

(G) Developments Right of the Promoter: The Promoter has sole and exclusive right to sell the apartments in the said Project and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said Project, the Promoter has to pay / paid premium etc. for obtaining sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc. the flats, by entering into agreements and to receive the consideration in respect thereof.

(H) Architect & Structural Engineer: The Promoter has appointed Architect for the said Project, RIM'S DESIGN STUDIO proprietor Mr. Riyazahmed I. Mulla having office at Pune , registered with the Council of Architect of India having enrollment No. CA/94/17182, for preparation of the layout

and drawing of the buildings. The Promoter has also appointed structural engineer 'G A. Bhilare Consultants Pvt Ltd ', registered with the Council of Structural Engineers of India and having office at Pune, for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Project.

It is further clarified that, if there are any further clearances/sanctions are required from any relevant authority/i.es, the same shall be obtained in due course of time, by the Promoter. The Promoter hereby undertakes to abide by all the statutory terms and conditions as may be prescribed by relevant authorities from time to time.

- (I) **Adherence to Sanctioned Plan & Other Permission:** While sanctioning the above said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Project Land and the said Building/s and upon due observance and performance of which only the completion or occupation certificates in respect of the said Building/s shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.

- (J) **Compliance of Real Estate (Regulation & Development) Act, 2016 :-**

The Promoter has registered the project with the MAHA RERA Authority vide Registration certificate No..... in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "**RERA**") **Annexure ...** and the Maharashtra Ownership Flats (hereinafter referred to as "**MOFA**"), and rules made there under, as applicable on the date of this presents, and obligations of the Parties under this Agreement shall be governed there under.

(K) The Promoter represents and Warrants to the ALLOTTEE as follow: -

The Promoter are the Developer of the said Land. The Promoter has clear marketable title with respect to Project Land as declared in the title report annexed to this Agreement and has 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.

- (i) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project.
- (ii) The said Project Land is free from all encumbrances, charges or claims.
- (iii) The name of the Land Owner is shown in revenue record as the owners and possessors of the said Project Land, being of class-I occupancy, free from any restriction on alienation.
- (iv) There are no litigations pending in respect of the said Project .
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, and said building 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 said, Project Land and said building 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 , said Project Land, Building 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 , the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the association of the Allottees.
- (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, till completion of the said Project.
- (xii) 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 Project Land) has been received or served upon the Promoter in respect of the said Project Land

(L) **Inspection of All the Documents of the Project:-**

The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the Said Entire Land, the approvals and permissions, search and title report issued by the Advocates of the Promoter, plans, designs and specifications prepared by the Architect and of such documents as are specified under the Real Estate (Regulation & Development) Act, 2016 (“the said Act”) and the rules and regulations made there under. The Promoter

has also requested and permitted the Allottee to carry out independent search by appointing his/her own Advocate and to raise any further queries, regarding the title, rights, and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the owners to the said Larger Property/said Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Project.

(M) Interest shown by the Allottee:

And Whereas the Allottee has decided to purchase an Apartment in the said Project and has requested for an allotment of an **Apartment No.** _____, onfloor and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances hereinafter referred to as **“the said Apartment”** being constructed on the said project.

(N) The Allottee has agreed to purchase the said Apartment based on going through all the conditions stated in the sanctioned plans by respective competent Authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee strictly.

(O) The carpet area of the said Apartment is _____ **sq. mtrs**, and the carpet area of the enclosed balconies adjacent to the said Apartment (amalgamated with the approval of PMRDA) is _____ **sq. mtrs**. and terrace adjacent to the said Apartment carpet area is _____ sq.mtrs onfloor **“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 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.

- (P) 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.
- (Q) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. /- (Rupees only), being advance payment the consideration for the said Apartment, agreed to be sold by the Promoter to the Allottee as and (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing.
- (R) And whereas, as per section 13 of the Real Estate Regulations Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, and therefore, Promoter and the Allottee are executing present Agreement as a compliances thereof and they shall register the said Agreement under the Registration Act, 1908.
- (S) Subject to the aforesaid, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment, and hence these presents.

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

The Promoter upon obtaining all the above permission has commenced construction of the building of the project on the said Said Entire Land in accordance's with said proposed plan and approved by the Allottee subject to such variations, alteration and modification as the Promoter may consider necessary or as may be required by the concerned authorities to be made in them or any duly certified by the Architect/Engineer or as per the provisions of the Act.

1) CONSIDERATION:

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one **Apartment No.** _____ of carpet area admeasuring _____ **square meters enclosed balcony** _____ **square meters and terrace** _____ **square meters** on _____ **floor** in the said Project, hereinafter referred to as the "**said Apartment**" more particularly described in **Schedule III** herein along with the appurtenances thereto, as shown in the Floor plan hereto annexed and marked **Annexure-H**, for the consideration of **Rs.** _____ **/- (Rupees** _____ **)** which is inclusive of (i) Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule V** hereto, and (ii) the Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space situate at the ground parking floor being constructed in the layout . The Promoter shall allot the parking space number, at the time of the handing over the possession of the said Apartment.

It has been expressly agreed and confirmed by the Allottee that the above said lump-sum agreed consideration is arrived at after considering the benefits arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the State Goods and Services Tax Act, 2017. In addition to the above said lump-sum agreed consideration, the Allottee shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees .

2) PAYMENT SCHEDULE:

2.1 The Allottee has paid on or before execution of this agreement a sum of **Rs.** _____ **/- (Rupees** _____ **Only)** as advance payment and hereby agrees to pay to Promoter the balance amount of **Rs.** _____ **/-**

(Rupees _____ **Only)** in the following manner:-

- i. Amount of Rs. _____/- (not exceeding 20% of the total consideration) to be paid to the Promoter simultaneous with the execution of Agreement.
- ii. Amount of Rs. _____/- (not exceeding 30% of the total consideration) to be paid to the Promoter on completion of the plinth of the said building.
- iii. Amount of Rs. _____/- (not exceeding 38.5% of the total consideration) to be paid to the Promoter on completion of the First floor slab of the said building.
- iv. Amount of Rs. _____/- (not exceeding 47% of the total consideration) to be paid to the Promoter on completion of the Third floor slab of the said building.
- v. Amount of Rs. _____/- (not exceeding 55.5% of the total consideration) to be paid to the Promoter on completion of the Fifth floor slab of the said building.
- vi. Amount of Rs. _____/- (not exceeding 64% of the total consideration) to be paid to the Promoter on completion of the Seventh floor slab of the said building.
- vii. Amount of Rs. _____/- (not exceeding 72.5% of the total consideration) to be paid to the Promoter on completion of the Ninth floor slab of the said building.
- viii. Amount of Rs. _____/- (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of all the slabs of the said building.

- ix. Amount of Rs. _____/- (not exceeding 84% of the total consideration) to be paid to the Promoter on completion of the walls and internal plaster of the said Apartment.
- x. Amount of Rs. _____/- (not exceeding 88% of the total consideration) to be paid to the Promoter on completion of flooring of the said Apartment.
- xi. Amount of Rs. _____/- (not exceeding 92% of the total consideration) to be paid to the Promoter on completion of the external plumbing and plaster of the said building.
- xii. Amount of Rs. _____/- (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the water pumps, electrical fittings, lifts, entrance lobby of the said building.
- xiii. Balance Amount of Rs. _____/- alongwith other dues, if any, against and at the time of handing over of the possession of the Apartment to the Allottee on or within 15 days after receipt of occupancy certificate or completion certificate whichever is earlier.

3.1 Any deduction of an amount made by the Allottee on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee submitting the TDS Certificate and provided that the amount mentioned therein matches with the relevant provisions of law.

3.2 The Total Price above excludes Taxes consisting of tax paid or payable by the Promoter by way of GST.
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification.

- 3.3 The total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 3.4 The Allottee shall pay the aforesaid consideration along with all applicable taxes, etc. to the Promoters on due date or within 7 days from the Allottee receiving the intimation in writing on paper or by E-mail from the Promoters calling upon the Allottee to make the payment. It is clarified that the payment in time is the essence of the contract.
- 3.5 The Promoter informed to the Allottee that, the payment towards the consideration and interest thereon if any has to be made by the Allottee by local Cheques / Demand Draft issued / drawn in the name of "**SBM PROPERTIES SBM AVIVA**".
- 3.6 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest as per the 'State Bank of India, highest marginal cost of lending rate + 2% per annum' or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect

of delay in payments by the Allottee and the Promoter shall be entitled to recover the same, from time to time, or in its entirety before delivery of possession of the said Apartment.

- 3.7 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 4) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee and the common areas to the association of the Allottees after receiving the occupancy/completion certificate. 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 hereinabove.
- 5) The Promoter shall confirm the final carpet area of the said Apartment and the appurtenances viz. balconies, attached terraces, if any, more particularly described in **Schedule III**, that has been allotted to the Allottee after the construction of the said Apartment is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in carpet area of the said Apartment and the appurtenances, subject to a variation cap of 3%. 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 that 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 this Agreement.

6) ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDING

PLANS AND CONSTRUCTION:

- 6.1 Subject to the provisions hereof, the Allottee hereby provide his/her/their no objection for variation, alteration and modifications in the sanctioned building plan for the balance flats upto 12 th floor upper remaining floors on the part of the said building i.e. 12 floors, by utilizing permissible FSI/TDR etc as stated hereto before in para no., including the variations as may be considered necessary or as may be required by concerned development controlling authority / Government etc.
- 6.2 The Promoter has informed the Allottee that, in the sanctioned building plan, the balconies for the said Apartment have been shown separately. However for better utilization of space, the same have been enclosed and amalgamated into the room/s. The aforesaid amalgamation has been duly approved by the concerned development control authority in accordance with the prescribed rules and regulations and the necessary premium has been paid by the Promoter in respect thereof.
- 6.3 The Allottee has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Land, paid FSI and permissible TDR if available of the said Land along with FSI of the said Road Widening area and said Amenity Space area in the said Project as proposed in **Annexure-G** hereto. For the aforesaid purpose, the Allottee, by executing the present Agreement, has given consent and no separate consent will be required.
- 6.4 In case of any variations or modifications which adversely affects the said Apartment and prior consent of the Allottee is required, the Allottee shall give and the Promoter shall obtain prior written consent from the Allottee in respect of such variations or modifications which adversely affect the said Apartment which the

Allottee has agreed to purchase on ownership basis in pursuance of this instrument.

- 6.5 In the event of any technical or design related requirement, specified by the architect or consultants or execution engineer, or betterment of the said Project, the location/specification of the common facilities and services provided for the said Project, or the said Buildings, are/may required to be changed, then such an event the Allottee shall not raise any objection in respect thereof and the Promoter shall have sole discretion in that regard.

7) DISCLOSER PERTAINING TO FSI UTILIZATION:

The Promoter hereby declares that the Floor Space Index sanctioned as on date in respect of the said Project is 3851.52 square metres and the Promoter has proposed to utilize Floor Space Index of 1812.45square metres on the said Project by availing FSI available of the said Land, paid FSI, premium FSI, FSI of the said Road Widening area and said Amenity Space area, with the approval of the concerned authorities.

The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

8) TERMINATION OF AGREEMENT:

- 8.1 Without prejudice to the right of the Promoter to charge interest in delayed payment, if 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 authority and other outgoings)as per the stage mentioned Schedule ... the Allottee committing 3 (three) defaults of payments of installments, the Promoter may terminate this Agreement; provided that, the

Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD and by e-mail at the address provided by the Allottee, of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. After giving notice in writing, if the Allottee fails to rectify the default / breach of terms and conditions within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement, and the Allottee shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed of the Agreement.

- 8.2 If the Allottee, wishes to cancel (without the default of the Promoter), to terminate this Agreement / transaction in respect of the said Apartment then, the Allottee shall intimate the same in writing by sending 15 days prior notice to the Promoter. The Promoter shall deduct 10% of the consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the apartment has been booked by other Allottee.

In the event of cancellation by the Allottee, the Promoter is not responsible to refund any taxes and duties such as GST, Cess, Stamp Duty and Registration charges which was paid to the Government and the Allottee shall apply for refund at their own effort cost.

- 8.3 It is agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee herein is terminated then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

- 8.4. If the Allottee availed housing loan against the said Apartment from any Bank / financial institution, etc. then the Allottee is not

entitled to receive the aforesaid refund till producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment. The Promoter shall make the refund as above to such Bank / financial institution on behalf of the Allottee towards outstanding loan, and the Allottee shall be liable for clearing the balance outstanding loan amount, if any.

- 8.5 In the event termination of the present transaction, the Promoter shall be liable to refund the consideration amount as above within thirty days, from the date of termination/cancellation and execution and registration of the deed of cancellation.
- 8.6 Notwithstanding any of the above clauses, in the event, for any unforeseen reason beyond the control of the Promoter on account of force majeure or acts of God or Government orders/Restrictions/ or any adverse order being passed by any Court of authority and the construction is held up for unpredicted time and due to that the Promoter is unable to give possession of the said Apartment on due date as mentioned in Clause No.9 herein below, the Allottee will be entitled to terminate this agreement by issuing proper letter in writing and on receiving such intimation, the Promoter shall refund the entire amount received towards consideration under this agreement along with simple interest at the rate of 'State Bank of India, highest marginal cost of lending rate + 2%' per annum or part thereof at monthly rest from the dates the amounts are received, within 30 days and on the Allottee executing Cancellation Deed and producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said Apartment, if any availed by the Allottee.
- 8.7 Notwithstanding anything contented hereinabove, it is agreed and understood by and between the parties that, after issuing the notice and acceptance thereof by the other party, with particular date for refund of amount and in case of termination of this Agreement as aforesaid, after sending the notice of termination, if the Allottee fails to attend the execution and registration of the deed of cancellation, the Promoter shall not liable to pay any

interest in respect thereof for the amount of refund to be paid by the promoter to the Allottee.

9) COMPLETION AND DELIVERY OF POSSESSION:

9.1 The Promoter shall give possession of the said Apartment to the Allottee on or before **31st December 2022**, provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of the said Apartment is delayed on account of force majeure conditions:-

- i. War, civil commotion or act of God.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.

It is further clarified that the Promoter shall be entitled for an extension of Six months, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession for the reasons beyond his control apart from the aforesaid *force majeure* conditions.

Subject to the aforesaid, if the Promoter fails or neglects to give possession of the said Apartment to the Allottee 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 the amounts already received by him in respect of the said Apartment with interest at the same rate as mentioned in clause no. hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

9.2 The Promoter, upon obtaining the completion certificate from the competent authority and the payments made by the Allottee as per the agreement shall offer by email or in writing the possession of the said Apartment, to the Allottee in terms of this Agreement to be taken within 1 (one months) from the date of issue of such notice and the Promoter shall give possession of the said 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 association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 15 (fifteen) days of receiving the occupancy certificate in respect of the said Apartment.

9.3 Upon completion of the said Project, the Allottee shall be bound to take the possession of the said Apartment. The Promoter shall complete the common amenities and facilities of the said Project, as stated in Schedule-**V**, within 4 months after completion of the construction of the said building, and the Allottee shall not be entitled to refuse the possession of the said Apartment on that count and/or otherwise

9.4 After the Allottee is satisfied herself/himself after inspection of the said Apartment, as to the specifications, area etc., the Promoter shall give the possession of said Apartment to the Allottee on payment of all dues payable by the Allottee. 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

9.5 Upon receipt of written intimation from the Promoter, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as prescribed/may be required by the Promoter, and the Promoter shall give possession of the said Apartment to the Allottee. If the Allottee neglects or fails to take possession within time provided above, then the Allottee shall continue to be liable for payment of maintenance charges as may be applicable, property tax, electricity charges and any other expenses and outstanding in respect of the said Apartment and the promoter shall not be liable for the same.

9.6 In the event, Promoter fails to complete the construction of the said Apartment, within the aforesaid period, the Allottee shall be entitled to receive compensation from the Promoter, by way of interest calculated at the rate of 'State Bank of India, highest marginal cost

of lending rate + 2%' per annum or part thereof at monthly rest (on the consideration paid till such date) in respect of the said Apartment, from the agreed date of possession (subject to the permissible extension as above), till the construction of the said Apartment is completed and the same is ready for handing over to the Allottee, provided that the Allottee has duly paid the requisite installments

of the consideration in time and not committed any breach of this agreement. The aforesaid amount will be duly adjusted/paid at the time of delivery of possession of the said Apartment. It is clarified that the acceptance of the delayed payment made by the Allottee to the Promoter shall not amount to waiver. In the event, the Allottee has failed to pay the due installment/s on due date, he shall not be entitled to the aforesaid compensation, irrespective of the payment of an interest on delayed installments. It is further agreed between the parties hereto that, after receiving the possession of the said Apartment by the Allottee in pursuance of this clause, the Allottee shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter.

9) FORMATION OF ORGANISATION AND CONVEYANCE:

9.1 The Allottees along with other Allottees/s the Apartments in buildings as per the discretion of the Developer , shall join in forming and registering Legal Entity (i.e. Co-operative Apartment of Condominium/Apartment of Condominium/Society / Limited Company/ Apartment Condominium as may be decided by the Developer) . The Allottee shall apply for becoming a member of such Legal Entity and duly fill in, sign, and return to the Developer such forms as may be provided by the Developer within 8 Days of the same being provided by the Developer to the Allottee , so as to enable the developer to register the said Legal Entity . No objection shall be taken by the Allottee if any changes or modification are made in the draft Byelaws or the Memorandum and / or Articles of Associations as may be required by Concerned Authority . The Developer shall, may in his discretion, form on Legal Entity in full or separate Entities

for separate buildings / buildings in respect of the buildings/ wings constructed on the said entire lands. The developer decides to form several Legal Entities then there shall be formed a Apex Legal Entity (i.e. Federation of Co-operative Apartment of Condominium/Apartment of Condominium/Society or Apex Co-operative Apartment of Condominium/Apartment of Condominium/Society / Apex Limited Company/ Apartment Condominium as may be decided by the Developer) and each of the Legal Entities from the buildings constructed on the said entire lands shall send their representative to the Apex Legal Entity which shall be registered with concerned Authority . If due to any legal impediment or for any other reasons , such Apex Legal Entity could not be formed , than the developer shall execute a Deed of Conveyance of the internal roads , common amenities and facilities as mentioned herein to all the legal Entities jointly . The decision taken by the Promoter shall be final and binding on the Allottee.

In the event of the Legal Entity being formed and registered before the sale and disposal of all the apartments by the Promoter in the said building the power and authority of the legal Entity so formed or of the Allottee and the Allottee of the other Apartments in the building shall be subject to the overall authority and control of the Developer in respect of any of the matters concerning the said building/s , the construction and completion thereof and all amenities pertaining to the same and particular the developer shall have absolute authority and control as regards the unsold Apartments and other premises and the disposal thereof.

Unless prevented by circumstances beyond the control of the Land Owner and Developer , it is agreed that Co- operative Apartment of Condominium/Apartment of Condominium/Society / Limited Company of Allottee will be formed and registered and the land covering the/ Apartment Condominium plinth area and the building thereon will be conveyed to such Co-operative Apartment of Condominium/Apartment of Condominium/Society/ Limited Company/ Apartments'

Condominium or its members within three months from and after (i) the receipt of occupation/ completion Certificate from the appropriate authority on Completion of construction of all the buildings and utilization of entire FSI and TDR permissible to be utilized In the said whole of the project on the said entire lands and by completing all the construction on he said entire lands as per Development control Rules (whether previously got sanctioned or not) and the Allottee shall not withhold his/her/their/ consent without any reasonable cause for such revision of construction / layout plans, (ii) Sale of all apartments in scheme , (iii) Acceptance of the draft of sale deed/ Deed of Declaration as the case my be by the Parties Concerned (i.e.) by Promoter and Co-operative /Apartment of Condominium/ Limited Company/ by their mutual consent and ,(iv) After payment of all the dues , amounts and consideration including Stamp Duty etc. by all the members of the Co-operative Society/ Apartment of Condominium/ Limited Company / of all the Allottees (Which is later) After the executions of above Deed of Conveyances / Deed of Declarations and after the formation of Apex Body all the common facilities and the other amenities mentioned herein shall be transferred to the said Apex Body by executing appropriate documents / indenture in favor of the said Apex Body . if the formation of the Apex Body is not possible for whatever reason then the Land Owner and Promoter shall execute the Deed of Conveyance of internal roads, common areas, facilities etc. in favour of all the societies jointly . Thereafter the said Apex Body or the said societies shall maintain the said common facilities and amenities as provided hereunder.

9.2 Within 3 (three) months from the date of the receipt of the Occupation Certificate for the said Project the Promoter shall convey to the Apartment to Apartment of Condominium/Society all the right, title and the interest of the Promoter in the said structure of the Building along with common amenities and facilities therein, subject to the rights of the Promoter to the unsold Apartments and recovery of all dues of the said Project.

9.3 It is clarified that the right of the Allottee shall be restricted to the said Apartment only and pursuant to the conveyance of the structure of the said Project in favour of the Apartment of Condominium/Society, the Promoter shall solely be entitled to use the balance development potential, if any, on the said Land or elsewhere, as may be permitted by relevant authorities as per the applicable laws. The Allottee and the Apartment of Condominium/ Apartment of Condominium formed as above shall not have any right, title and interest in respect thereof.

9.4 At the time of registration of conveyance of the structure of the of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said **Apartment of Condominium/Society** on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building.

10) OBSERVATION OF CONDITIONS:

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 development controlling authority at the time sanctioning the plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the said Apartment. In addition to the aforesaid, the Allottee shall also observe all development controlling rules and other conditions applicable to the building in which the said Apartment is situated.

11) SPECIFICATIONS AND AMENITIES:

The amenities, fixtures and fittings to be provided by the Promoter in the said Apartment as set out in **Schedule IV** hereto. It is clarified that the fixtures and fittings shown in the sample flats at site are indicative only and actual installation will be as per the details mentioned in **SCHEDULE IV**.

12) DEFECT LIABILITY:

- 12.1 If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service (which shall be ascertained and scrutinized by an independent surveyor to be appointed by the Promoter), then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
- 12.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set for backup, STP, electric pumps, waste management plants, lifts, security equipment, solar system, if any, etc. will be as per the warranty provided by the respective manufacturer/supplier. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing to the Allottee to take over the possession of the said Apartment, whichever is earlier. The Allottee and/or association of the allottees shall execute necessary service and maintenance contracts with respective agencies to ensure the maintenance and upkeep of the aforesaid. If they fail to maintain and upkeep the same, then the Promoter shall not be liable in respect thereof, and it shall not be considered as the defect.
- 12.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or to the civil structures or in the fittings, electrifications, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. Further, the Allottee **Apartment of Condominium/Society** or anyone through them shall not carry out any structural changes in the building or equipments etc. If any of such works are carried out without the written

consent of the Promoter, the defect liability automatically shall become void.

- 12.4 The defects covered hereinabove shall be restricted to manufacturing /workmanship defects caused by willful neglect on the part of the Promoter and shall not mean de-fect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. The hair cracks appearing in the walls/plaster are possible in normal course of time, hence shall not be construed as manufacturing /workmanship defects.
- 12.5 That the allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the apartment / building includes minor 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 defects.
- 12.6 In case sanitary fittings and the fitted items in the said apartment which have been manufactured by other manufacturers shall bear their respective warranties given by the manufacturer shall be liable directly for the said warranty period and the Promoter shall not be liable for the same. The structural defects liability means the RCC structural and slabs but will not include the outer plaster, inner plaster, paints, tiles, other fixtures and fittings provided in the Bathroom and W.C. etc.

13) PAYMENT OF TAXES, CESSSES ETC:-

- 13.1 Allottee shall be liable to bear and pay the applicable taxes viz. , Local Body Tax, ., or any other local/state/central law imposing taxes, cess or levies as may be applicable in respect of the present transaction and the Agreement, applicable as on date and as may be applicable from time to time, to the concerned authorities directly, or through the Promoter, as the case may be.

- 13.2 It is further clarified that, after execution of this Agreement, the Service tax, Value Added Tax (VAT), Goods & Service Tax (GST) and LBT and any other taxes increased under respective statute by the central and/or state government and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Apartment or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Allottee shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Allottee hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Allottee of any such taxes, duties.
- 13.3 From the date of Completion/Occupation Certificate or Allottee starting the use of the said Apartment, whichever is earlier, the Allottee shall be liable to bear and pay all taxes, cess in respect of the said Apartment and proportionate maintenance charges in respect of the building/s in the said Project and expenses for common facilities such as common light meter, water pump/s expenses for lift, if any etc. and non-agricultural assessment to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee of apartments in building/s if the Apartment of Condominium/Apartment of Condominium/Society is not formed or ad-hoc committee appointed by the Promoter from the Allottee who are members for the Apartment of Condominium/Apartment of Condominium/Society of such building which is to be formed by the Promoter as stated hereinbefore. But it is agreed between the Parties hereto that, the Promoter shall not be held responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building construction of which will be completed or under construction on the said Project.

13.4 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Apartment and if for whatsoever reason respective recovering authority recovered the same from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further agreed that, the aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter.

14) COMMON MAINTENANCE:

14.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Land and the building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or 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 Apartment/Apartment of Condominium/Apartment of Condominium/Society is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **1 BHK Flat Rs. 2,000/- , 2 BHK Flats Rs. 3,000/- and 3 BHK Flat Rs 4,000/- per month** towards the outgoing costs to be incurred towards the expenses. The Allottee undertakes to pay such provisional 18 months in advance amounting to Rs..... contribution and such proportionate share of outgoings . It is agreed that the non-payment or default in payment of outgoings on time by the Allottee shall be regarded as the default on the part of the Allottee.

14.2 The Allottee is fully aware that water connection for the said scheme may be obtained from the PMRDA/ Gram Panchayat. If the supply of the water from PMRDA/Gram Panchayat is

insufficient or irregular then the demand will be fulfilled either through bore well or tanker or any other available sources. The Allottee agrees to pay the necessary water charges, tanker charges etc to the Promoter. The Promoter may create suitable infrastructure for treatment of waste water for use of domestic consumption as per their standards.

15) SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- 15.1 The Promoter has informed to the Allottee and the Allottee is/are also aware that, the Promoter is developing the scheme with intention to have homogeneity in the scheme as to landscaping, elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartments in the building shall and will not be entitled to disturb it or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces.
- 15.2 Further, the Allottee shall observe that, the outlet of rain water / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee shall not store soil or heavy things on terraces.
- 15.3 The plant/ machinery/ equipment provided in the said Project and the building like lift, electric pumps, water filters, fire fighting equipment etc. have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and **the Apartment of Condominium/Society** to be formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies. After handing over the aforesaid facilities to the Apartment of Condominium/Society, the Promoter shall not be held responsible in respect thereof, and the Apartment of Condominium/Society shall set it's own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property.

15.4 If the Allottee intends to install window and/or door grills, for security reasons, then the same shall be installed as per the design and specifications provided by the architect of the Promoter and same shall installed from interior side of the said Apartment.

16) CONSENT FOR MORTGAGE:

16.1 In case after entering into this Agreement, if the Promoter desires to obtain any further project loan or any other type of loan on the said Entire Project Land and/or the said Project or part thereof (excluding the said Apartment), then the Allottee by executing this Agreement has given his/her irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.

16.2 If the Allottee desires to avail the housing loan against the security of the said Apartment, the Allottee shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter shall cause the existing lenders to issue requisite no objection certificate etc. along with copies of necessary documents to the Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and the Allottee alone shall be liable to repay the same.

16.3 The Allottee without the written consent of the Promoter shall not be entitled to create any charge or third party interest or any third party rights, on the said Apartment, except for obtaining home loan for the payment of installments to the Promoter as stated hereinabove.

16.4 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interest of the Allottee who has taken or agreed to take the said Apartment.

17) SPECIFIC COVENANTS:

- 17.1 The Allottee admits and agrees that, after delivery of possession of the said Apartment by the Promoter to the Allottee, it will always be presumed that, the Promoter had discharged and performed all his obligations except formation of proposed Apartment of Condominium/Apartment of Condominium/Society and conveyance as stated hereto before in favour of such Apartment of Condominium/Apartment of Condominium/Society in which the Allottee will be a member in respect of the said Apartment, under this Agreement and as well as under MOFA and rules made thereunder.
- 17.2 After the Promoter obtaining the occupation certificate in respect of the said Apartment, the Allottee shall also execute such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter.
- 17.3 The Allottee shall not raise any objection in the matter of sale of apartments being commercial or otherwise in the buildings which are to be constructed on the said Land, allotment of exclusive right to use garage, terrace/s, sit out/s, car parking/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of annoyance or inconvenience, that has been or will be permitted by law or by development controlling authority in the concerned locality.
- 17.4 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Project Land and building or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden space etc. will remain the property of the Promoter until the said Project Land and building is/are transferred to the Federal Apartment of

Condominium/Apartment of Condominium/Society as hereinbefore mentioned.

- 17.5 Irrespective of the possession of the said Apartment being given to the Allottee and/or management of the said Building/s or said Project being given to an Ad-Hoc Committee of the Allottee of the apartments, the Promoters' rights under this Agreement are reserved for exploiting the potential of the said Property and shall subsist and continue to vest in the Promoter till the final conveyance/documents of transfer is executed as aforesaid. The Promoter shall be entitled to execute the conveyance/documents of transfer by reserving such rights.
- 17.6 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee 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 and the same shall not in any manner prejudice the rights of the Promoter.
- 17.7 The open spaces provided in the said Project including any marginal open spaces adjacent to the building viz. , adjacent terrace or terrace above any apartment, etc., shall always be kept open by the allottees and no permanent or temporary construction shall be erected thereon.
- 17.8 The Allottee shall not indulge in any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.

17.10 The Allottee hereby covenants and agrees that the consideration agreed is based on the mutual negotiations between the Parties hereto and on the market conditions as on booking date of the said Apartment. The Allottee shall have no right to renegotiate on the agreed consideration, in comparison with the consideration agreed for the other Allottees or otherwise. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Apartment between the parties hereto stand superseded and the terms and conditions and consideration stated in these present shall prevail.

17.11 The Promoter shall apply to the concerned authorities for arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall not be held responsible for any such delay or shortfall. It is clarified that in the event Allottee needs to apply for obtaining any services independently, then in such case, the Promoter shall not be held responsible in respect thereof.

17.12 The Allottee covenants that the Allottee shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the building/s. The Allottee shall with the other owners of the apartment take over the building and the maintenance thereof through the owners Association.

17.13 The Allottee with the other owners of the apartments through the association shall at all times keep the annual maintenance contracts with regards to all safety equipment such as lift, generator, solar system, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls, claddings, and other places, pumps, motors and other equipment valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Allottee is

fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Promoter/vendor in the building/Project.

17.14 The Allottee along with the other apartment owners at all times maintain all facilities, machinery, equipment installed in the building/said Project and shall ensure that all agreements for maintenance of such equipment, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

17.15 After the maintenance of the building/Project is handed over to the association that has been formed, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/Apartment of Condominium/Society shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

17.16 The Allottee agrees that the parking spaces allotted with the said Apartment shall be used only for parking and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.

17.17 The Allottee shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

17.18 The Allottee, even after receipt of the possession of the said Apartment, shall permit the Promoter, its employees, workman or

contractors and other service providers to carry out and complete the remaining work, in the building and the said Project, without, any obstruction and/hindrance of any nature whatsoever.

17.19 The Allottee hereby confirms that he shall be solely responsible for compliance with the provisions of Foreign Exchange Management Act, 1999 and such laws, as may be applicable and the rules made thereunder and shall keep the Promoter indemnified.

18) OTHER COVENANTS:

The Allottee hereby further covenants with the Promoter as follows:-

18.1 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the said Apartment and/or to the building in which the apartment is situated and in or to the said Apartment itself or any part thereof.

18.2 Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned authority or any other authority or under any law and shall not carry or cause to carry heavy packages on upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.

18.3 To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same

condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- 18.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC part or other structural members of the said Apartment or Building.
- 18.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance or whereby any increase in premium shall become payable in respect of the insurance.
- 18.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Building.
- 18.7 To pay the Promoter his share of security deposit demanded by concerned development controlling authority or Government or any other service connection to the building in which the said Apartment is situated, within 15 days of demand by the Promoter.

- 18.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the said Apartment by the Allottee viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 18.9 The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of this agreement or part with the possession of the said Apartment until all amounts payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and until the Allottee has intimated in writing to the Promoter.
- 18.10 After delivery of possession of the said Apartment by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Apartment of Condominium/Apartment of Condominium/Society and thereafter consent of the Apartment of Condominium/Apartment of Condominium/Society in writing shall be required to be obtained by the Allottee as the case may be and further copy of such instrument shall be handed over to the Promoter or Apartment of Condominium/Apartment of Condominium/Society as the case may be and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the said Apartment.
- 18.11 The Allottee shall observe and perform all the rules and regulations which the Apartment of Condominium/Apartment of Condominium/Society may adopt at its inception and the

additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Apartment of Condominium/Apartment of Condominium/Society, the owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

18.12 Till a conveyance of the said entire Project Land on which the Building in which the said Apartment is situated is executed, in favour of the Apartment of Condominium/Apartment of Condominium/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 Apartment and the said Land and building or any part thereof to view and examine the state and conditions there

18.13 For the purposes aforesaid, the Allottee may store the required material, generated waste etc., in the designated area (if so provided) or in his designated parking area and he shall be liable to clear the same, in appropriate time and manner, to the satisfaction of the Promoter or the Apartment of Condominium/Apartment of Condominium/Society. In the event, the Allottee fails to clear the site, within reasonable time the security deposit paid by him shall stand appropriated in pro rata ratio. The Allottee shall solely be liable for all the costs and damages caused by him and/or agencies/personnel appointed by him for any damage to the building, common areas, facilities etc. and such costs will be deducted from the aforesaid security deposit along with deficit amounts to be recovered, if any.

19) NAME OF THE ENTIRE PROJECT AND BUILDING/S:

Notwithstanding anything contained anywhere in this agreement, it is agreed between the parties hereto that, the Promoter has decided to have the name of the said Project “**SBM AVIVA** ” and erect or affix Promoter's name board at suitable places as decided by the Promoter on a building and at the entrances of the scheme. The Allottee or other apartment holders in the building/s or proposed Apartment of Condominium/Apartment of Condominium/Society are not entitled to change the aforesaid Project name and remove or alter the Promoter's name board in any circumstances.

20) NOTICES:

All notices to be served on the Allottee and if more than one Allottee then on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/as specified in the title of this agreement or at E-mail ID _____ provided by the Allottee/at the address intimated in writing by the Allottee. 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 AD failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

21) EFFECT OF LAWS:

This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats Act, 1963, and the rules made there under.

22) SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision

in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

23) 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 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.

24) 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 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25) ENTIRE AGREEMENT:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the

terms and conditions expressly provided under this 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, publicity material like brochure etc., arrangements whether written or oral, if any, including between the Parties in regard to the said Apartment.

26) RIGHT TO AMEND:

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

27) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

28) JOINT ALLOTTEES:

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

29) JURISDICTION:

This Agreement shall be subject to the jurisdiction of RERA Authority and also subject to the jurisdiction of Courts in Pune.

30) REGISTRATION OF THIS AGREEMENT:

The Allottee shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed under the applicable registration laws and the Promoter will attend such office and admit execution thereof.

31) PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee herein has paid stamp duty of Rs..... along with appropriate registration fees as per the Maharashtra Stamp Act 2015. However if there is any increase in stamp duty by the

Government at the time of registration of conveyance/deed of apartment/Apartment of Condominium/Apartment of Condominium/Society, then such incremental stamp duty will be borne by the Allottee.

SCHEDULE-I

(DESCRIPTION OF THE ENTIRE SAID LAND)

All that area admeasuring) Survey No. 42/1, area admeasuring 00 Hectare 49Ares situated at village Hinjewadi, within the Registration District Pune, Sub-Registration District Mulshi, and within limits of Zilla Parishad Pune and within sanctioning limits of Pune Metropolitan Regional Development Authority (PMRDA) and bounded as follows:

On or towards the North: By Road
On or towards the South : By S.no 42/2
On or towards the East : By S. No. 42/2
On or towards the West : By S. No. 41/1

SCHEDULE-II

(DESCRIPTION OF THE SAID LAND)

All that area admeasuring 4900 square meters derived after deducting 12 meters wide road area admeasuring 368.81.55 square meters and Amenity space area admeasuring 679.67 square meters out of Survey No. 42/1, area admeasuring 00 Hectare .49 Ares, square metres, situated at village Hinjewadi, within the Registration District Pune, Sub-Registration District Mulshi, and within limits of Zilla Parishad Pune and within sanctioning limits of Pune Metropolitan Regional Development Authority (PMRDA) and which area admeasuring 3851.52 square meters is bounded as follows:

On or towards the North : By Road and amenity space area
On or towards the South : By S.No 42/2
On or towards the East : By S. No. 42
On or towards the West : By S. No. 41

SCHEDULE – III

(SAID APARMENT)

**To be constructed upon the said described in the Schedule A above,
under**

the Project named as “SBM AVIVA”

Residential Building No. 1	Apartment No.	Floor No.	Carpet Area in Sq.mtrs	Enclosed Balcony Area in Sq.mtrs	Terrace Area in Sq.mtrs	Parking No. Area in Sq.mtrs

SCHEDULE-IV

• **R.C.C. :**

R.C.C frame structure of superior quality, designed for earthquake safety.

• **MASONRY :**

High quality & Eco friendly Fly Ash Bricks / ACC Blocks of 4” and 5” thick.

• **PLASTER :**

External sand faced Cement Plaster & Internal Superior Gypsum finish plaster .

• **FLOORING :**

2’×2’ Branded Vitrified tiles with skirting for all rooms.
Antiskid tiles for attached terrace & dry –balcony.

• **TOILETS/ BATHROOMS :**

- Designer Decorative Tiles up to 7’ Height.
- Concealed internal plumbing in cpvc.
- Branded C.P. Fittings.
- Branded Sanitary Fittings
- Hot & cold mixer with shower.
- Provision for geyser & exhaust fan.
- Provision for Solar Water In One Bathroom.

• **WINDOWS :**

- Power coated Aluminum sliding windows with mosquito net.
- M.S safety grill for windows.
- Granite Sill for all windows.

• **DOORS :**

- Both side laminated Main entrance door and all internal doors
- All internal flush doors with branded cylindrical lock.
- Granite doors frame for toilets & bathroom.
- **ELECTRICAL** :
 - Concealed copper wiring with modular switches.
 - Provision for T.V. Point & Telephone point in living room and master bed room
 - Provision for A.C point for master Bed – Room.
 - Provision for Inverter.
 - Video Door Phone and Intercom facility.
 - Broadband Internet connection provision.
 - Provision for DTH
- **KITCHEN** :
 - Granite top for Kitchen platform with S.S. Sink & Designer decorative tiles up to lintel level.
 - Provision for Water purifier point & exhaust fan.
 - Dry -balcony attached to kitchen with provision for washing machine.
- **PAINTING** :
 - Superior (OBD) paint for internal walls.
 - Acrylic emulsion paint for exterior walls.

SCHEDULE-V

(COMMON/LIMITED COMMON AREAS AND FACILITIES)

(A) COMMON AREA AND FACILITIES :-

1. RCC Frame structure of the building.
2. Staircase, lobbies, common entrance and exits of the building
3. Drainage and water line .
4. Electric room, transformer, main cables, electric meters
connected to common lights, water connections, pump set etc.
5. CCTV for common areas
6. Street Lights for driveway
7. Fire fighting system and equipment.
8. UGWT and OHWT for the project along with water pumps.
9. Lift with lift room, and lift well.
10. Decorative Entrance Gate and Security cabin
11. Common Toilet in parking.
12. Open space / Landscape Area

13. Childrens play area
14. Club House with Gym
15. Rainwater Harvesting
16. D G backup for lift, common areas and water pump.
17. Organic waste composers
18. Solar Water system.
19. Trimix or Paving blocks for internal roads.
20. Water softening plant.

(B) RESTRICTED/LIMITED AREAS AND FACILITIES :-

1. Terraces adjacent, if any, to the Apartments shall be restricted and shall be for exclusive use of such respective Apartment holders.
2. The parking area under stilt/side margin shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.

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, parking, within the said Land and 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 the Apartment or to convert the Restricted Area into Common Area or vice-versa.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

by within named the **PROMOTER**

SBM PROPERTIES

through its authorised Partner

SHRI DILIP LALCHAND MATAI

SIGNED, SEALED AND DELIVERED

by within named the **PROMOTER**

SBM PROPERTIES

through its authorized Partner

SHRI SANDEEP VSANT PHANSALKAR

SIGNED, SEALED AND DELIVERED

by within named the

ALLOTTEE

