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!! Shree Swami Samarth Prasanna !!

AGREEMENT

This Agreement made at Talegaon this ____ day of _____ in the year **Two Thousand and** _____

BETWEEN

M/S. SIDDHIVINAYAK CONSTRUCTION

through it's Proprietor

MR. GANESH MOHANRAO KAKADE PAN-AODPK1599R

Age - Adult, Occupation.: Business,

Residing at- 1135, Indrayani Vasahat,

Talegaon Stn., Taluka-Maval,

Dist-Pune 410 507

Hereinafter shall be referred to as the **"THE VENDOR / BUILDER / DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its agents, attorney, successors-in-interests etc.) of **THE FIRST PART;**

---PARTY OF THE FIRST PART

AND

1) _____

PAN- _____

age- ____ years, Occupation- _____

2) _____

PAN- _____

age- ____ years, Occupation- _____

Residing at- _____

hereinafter referred to as the **" ALLOTTEE/S / PURCHASER/S"**

Which expression shall mean and include his/ her/ their respective assigns and heirs, executors, administrators etc.

---PARTY OF THE SECOND PART.

Whereas:

The present recitals shall form part and parcel of operative part of the present.

- a. The Vendor owned and possessed of or otherwise legally entitled to the property All that piece and parcel of land bearing Plot No. **72 to 87** total admeasuring about **3259.5** Square meters as per 7/12 extract out of New Survey No. **10/2A** or Survey No. **11/2A (Old)**, situated at - **Dwarika co-operative housing society limited**, Talegaon Dabhade (station) Tal.- Maval, District-Pune 410507, within the limits of Talegaon Dabhade Municipal Council, and the Registration District Pune Sub Registration District and Taluka Maval more particularly described in schedule written hereinunder and hereinafter for the sake of brevity referred to as 'The said Plot'.

- b. The Survey No. **10/2A (New)** or **Survey No. 11/2A (Old)** was owned & possessed by **Anajanabai Ganpat Takale, Gorakh Ganpat Takale, Hiranman Ganpat Takale, Anil Ganpat Takale, Vinayak Ganpat Takale** as owner.
- c. Thereafter the said owner **Anajanabai Ganpat Takale** and others has executed General power of attorney in respect of land Survey No. **10/2A (New)** or **Survey No. 11/2A (Old)** and appointed **Mr. S. V. Mohite** as their lawful attorney.
- d. Thereafter the said **Anajanabai Ganpat Takale** and others through their lawful attorney **Mr. S. V. Mohite** prepared lay out of said land Survey No. **10/2A (New)** or **Survey No. 11/2A (Old)** and sub-divided into plots and same were sanctioned by Talegaon Dabhade Municipal council vide its outward No. **t.da.na.p.À narÀ roKaaMkna À 3763** Dated **30/01/1992**.
- e. The said owners **Anajanabai Ganpat Takale** and others through their lawful attorney **Mr. S. V. Mohite** apply for grant permission to use said land Survey No. **10/2A (New)** or **Survey No. 11/2A (Old)** as a Non agriculture or residential purpose and same were sanctioned by Additional Collector of Poona vide its No.**PRA/ SR/44/III** Dated **12/05/1992**.
- f. On dated **19/04/1991** The Additional Collector and Competent Authority, Pune Urban Agglomeration, Pune passed U.L.C. order vide **No. ULC/DESK/XII/ TD/ LYT/ B-2/ 1990** and Granted exemption under Section 20 of Urban Land (Ceiling and Regulation, Act, 1976(33 of 1976) in respect of above land.
- g. On the said owner **Anajanabai Ganpat Takale** and others through their lawful attorney **Mr. S. V. Mohite** sold, transfer and conveyed the Plot No. **72 to 87** the said sale deeds are registered in the office of Sub Registrar Maval on dt. **16/09/1992 and 08/11/1993** at Sr. No. **107/92 & 3400/93**, IN FAVOUR OF **Dwarika co-operative housing society ltd.**
- h. By virtue of Sale Deed the names of **Anajanabai Ganpat Takale** and others were deleted from 7/12 extract and names of purchaser i.e. **Dwarika co-operative housing society ltd** is muted on 7/12 extract as a owner & kabjedar having its mutation entry No. **14707** .
- i. On **22.12.2003** the said **Mr. Mahesh Mukund Thakur and Mr. Rajendra Dinkar Phatarphekar** as a authorized representative **Dwarika co-operative housing society ltd** executed Power Of Attorney of the said proerty the same is registered in the office of Sub Registrar Andheri no.1(Bandra), Mumbai under **Sr.No.8996/2003** and appointed **Mrs. Bharati Rajan Chavhan** as their Lawful attorney

- j. The **SEMCO ELECTRIC PRIVATE LIMITED** had acquired the development rights of the said plot No.72 to 87 from its owner **Dwarika co-operative housing society limited** through their attorney and developer **Bharati Rajan Chavan** by **Development Agreement & Power of attorney** on dated **24.12.2003**, registered in the office of sub-registrar Maval at serial no. **5609/2003 & 5610/2003**.
- k. **M/S. SIDDHIVINAYAK CONSTRUCTION** through it's Proprietor **MR. GANESH MOHANRAO KAKADE** **PAN-AODPK1599R** had executed Agreement to Assignment of Development rights of the said plot No.72 to 87 with **SIGMA ELECTRIC MANUFACTURING CORPORATION PRIVATE LIMITED**, (previously known as **SEMCO ELECTRIC PRIVATE LIMITED** it is duly registered in the office of sub-registrar Maval at serial no. **3444/2016** on dated **13.06.2016**
- l. **M/S. SIDDHIVINAYAK CONSTRUCTION** through it's Proprietor **MR. GANESH MOHANRAO KAKADE** **PAN-AODPK1599R** had acquired the said plot No.72 to 87 from its owner **Dwarika co-operative housing society limited** through their attorney and developer **Bharati Rajan Chavan** through their attorney **SIGMA ELECTRIC MANUFACTURING CORPORATION PRIVATE LIMITED**, (previously known as **SEMCO ELECTRIC PRIVATE LIMITED** by **Assignment Deed & Power of attorney** on dated **11.08.2016**, registered in the office of sub-registrar Maval at serial no. **4709/2016 & 4710/2016**.
- m. **M/S. SIDDHIVINAYAK CONSTRUCTION** through it's Proprietor **MR. GANESH MOHANRAO KAKADE** **PAN-AODPK1599R** have prepared and submitted building plan to Talegaon Dabhade Nagar Parishad and the same is sanctioned by the Talegaon Dabhade Nagar Parishad vide commencement certificate outward no. **naina/baap/ kaiva /9/5948/17 dt.27.12.2017** with Flats in the said property on what it is known as ownership basis.
- n. The **M/S. SHREE SIDDHIVINAYAK CONSTRUCTION** through its partner **MR. GANESH MOHANRAO KAKADE and others** obtained loan of **Rs.3,20,00,000/-** from Pune Peoples co-operative bank Ltd., by mortgaging above property the said deed of simple mortgage is duly registered in the office of sub-registrar Lonavala under **Sr.No.1301/2018 on dt.30.03.2018**.
- o. The building to be called “_____”.
- p. According to the above mentioned sanctioned plans the area of the property has been earmarked/ utilized as under: -

• Designation	• User
• proposed floor area	• As per Sanctioned Plan
• Total built up area	• As per Sanctioned Plan

- q. According to the above mentioned sanctioned plans promoter has granted registration **under No.** _____ **dt.**_____.
- r. According to above mentioned sanctioned plans promoters implemented the scheme of development under styled as _____' (herein after referred to as the '**SAID PROJECT**' and more particularly described in '**SCHEDULE I**' hereunder).
- s. The Promoters have entered into a standard Agreement with the Architect of the Said Scheme, who are duly registered with the Council of Architects,
- t. The Promoters have also appointed the structural Engineer for structural designs and drawings of the building/s and the Promoters have accepted professional supervision of the Architects and the structural Engineers till the completion of the building,
- u. The Promoters have obtained the title certificate in respect of the said Property and the said Scheme thereon, from the advocate and copy of the same is annexed with this agreement and marked as Annexure .
- v. The Promoters, herein, are absolutely entitled to implement the said Scheme and to sell the proposed units therein on ownership basis;
- w. The Purchaser is aware of the fact that the promoter has entered or will enter into similar and / or separate Agreements with several other Purchasers, person and parties in respect of flats in the said building/ project;
- x. On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- y. The authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure .
- z. The allottee has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the allottee strictly.
- aa. The allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall be binding on the allottee and that the allottee shall not hold the developer responsible for such contrary conditions.

- bb. The authenticated copies of the plans of the Layout by the Promoter and according to which the construction of the buildings are to be provided for on the said project have been annexed hereto and marked as Annexure and plans of proposed buildings annexed hereto and marked as Annexure,
- cc. The authenticated copies of the plans showing said Apartment to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure.
- dd. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.
- ee. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- ff. The allottee herein being interested to acquire a residential/ commercial unit applied to the promoter for allotment of the same by an Application to Purchase.
- gg. The promoters disclosed all the necessary information to the purchaser as contemplated by provisions of Sec. 11 (3) of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'RERD Act') such as sanctioned plans, layout plans, specifications, stage wise time schedule of completion of project and civic infrastructure like water, sanitation and electricity.
- hh. The purchaser also conveyed by said application that, purchaser is interested for allotment of the apartment on the basis of brochures and personal inquiry at the site.
- ii. It is also clarified between promoter and purchaser that there is no agency for the present transaction between the parties.
- jj. The promoters have also disclosed the necessary documents and details throughout the present agreement, Annexed hereto as required by the provisions of Chapter III of the RERD Act. However, since there is time limit for registration of project till 31/07/2017 the promoter shall register the project within stipulated time and shall conveyed the details to the purchaser.
- kk. Unless otherwise provided the definitions of the terms used in this agreement shall be as under –
 - **'ACT'**: - Real Estate (Regulation and Development) Act, 2016
 - **'RULES'**: - Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017
 - **'AUTHORITY'**: - Real Estate Regulatory Authority established under Sec. 20 (1) of RERD Act.

- **‘CARPET AREA’**: - Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- **‘INTEREST’**: - @ 2% more than the highest marginal cost of lending rate of State Bank of India.
- **‘WEBPAGE’**: - the webpage of the project on the website of Real Estate Regulatory Authority
- **‘ADVERTISEMENT’**: - Publication by promoter or by the authorized agency of the promoter in any form
- The terms used in the agreement shall have same meaning as defined by RERD Act and Rules thereunder.

II. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

mm. Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER: -

1. PRINCIPAL COVENANT BY PROMOTER: -

- The promoter shall carry out the construction of building and the said project as described in **‘SCHEDULE I’** hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
- The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act. In event of any other addition or alteration the promoter shall have to obtain prior consent in writing of the allottee in respect of variation or modification which may adversely affect the allotment of the allottee.
- The Consenting party hereby unconditionally consent to the present agreement.
- The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment as detailed hereunder –

Flat No.	
Floor	
Carpet Area	
Square meters	

---hereinafter referred to as **"THE APARTMENT"** and more particularly described in **‘SCHEDULE II’** hereunder

The nature, extent and description of the common areas and facilities are described in **SCHEDULE IV (A)** while restricted areas and facilities are described in **SCHEDULE IV (B)** hereunder and external and internal development works are described in

SCHEDULE V (A) AND V (B) while the specifications are described in ‘**SCHEDULE III**’.

2. CONSIDERATION AND MANNER OF PAYMENT: -

That the total consideration / price of the said flat has been agreed Rs. _____/- **(Rupees Only)**.

3. MANNER OF PAYMENT: That the purchaser/s shall pay the abovementioned consideration amount in the following manner:

SR. NO.	DETAILS	DEMAND (%)
1	At the time of Agreement	15%
2.	On completion of plinth	15%
3.	On completion of 1 st Slab	10%
4.	On completion of 2 nd Slab	10%
5.	On completion of 3 rd Slab	5%
6.	On completion of 4 th Slab	5%
7.	On completion of brick work	15%
8	On completion of internal / external Plaster	10%
9	On completion of flooring fitting & plumbing work	5%
10	On completion of electrical, painting work	8%
11	At the time of possession	2%
	TOTAL	100%

The Lumpsum price of the apartment has been arrived and agreed upon keeping in mind the promise of the purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction.

3.1 The allottee shall bear the expenses of the following –

- a. The legal, consultant’s fee, typing and incidental expenses of this agreement (excluding stamp duty, registration fee and expenses, excluding Service Tax, VAT, GST, LBT, works contract tax, Cess or any other levies by government or local bodies) and other taxes levied.
- b. The charges and expenses for formation of association of apartment owners.
- c. The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.

OTHER TAXES, CHARGES PAYABLE BY ALLOTTEE :- Since the price of said Apartment has been agreed upon as price of bare apartment and does not include any of the taxes, duties payable on the transaction the allottee hereby agrees to pay the taxes such as GST, LBT, VAT, Service Tax and Cess or any other similar taxes which may be levied in connection of construction of and carrying out the project payable by purchaser upto the date of handing over the possession of the apartment.

3.4 ESCALATION: - 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.

The promoter may charge the allottee separately for any upgradation/ changes/ extra work specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Authority.

3.5 APPROPRIATION OF RECEIPTS - 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.

3.6 DELAY IN PAYMENT AND CONSEQUENCES - Without prejudice to the right of promoter to charge interest in terms detailed hereunder, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement;

Provided that, Promoter shall issue to the allottees such notice demanding the outstanding within fifteen days of the receipt/ deemed receipt thereof, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period the agreement shall stand terminated by operation of the notice itself and no separate order, notice etc. be required. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amount received under the agreement subject to deduction of – (a) administrative charges of Rs. 25,000/-, (b) the amounts actually incurred by promoter for execution and registration of agreement, (c) the amount incurred for Taxes, Stamp Duty, Registration, LBT, GST etc., (d) charges of notice within a period of thirty days of the termination. Upon such refund or attempts for refund and deposit of amount in separate account as detailed hereunder the promoters shall be entitled to carry out another booking of the apartment and to execute necessary agreement and incidental documents for sale of such apartment

3.7 INTEREST ON UNPAID DUE AMOUNT: -Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and

liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

3.8 MODUS TO PAY INSTALLMENT: - The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Service Tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

3.9 Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of Allottee.

3.10 FORM OF PAYMENT: -

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque /demand draft or online payment (as applicable) in favour of Promoter.

3.11 MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT: -

The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Architect of the project. If there is any deficit (subject to fluctuation of 3%) 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 till the date of actual payment. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan at the same rate and without any interest. All these monetary adjustments shall be made at the same rate as per square meter rate as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

Notwithstanding anything contrary contained herein, the allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and

the allottee has paid dues payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, Service Tax, GST, VAT and other taxes payable under this agreement in respect of said apartment to the promoter.

3.12 ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES: -

Purchaser hereby acknowledges that,

- The promoter has disclosed the necessary information at the time of booking by letter of allotment as well as by display at the site
- The promoters have disclosed all the documents about title to the land, encumbrances, search and title report,
- The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in schedule IV (A).
- The disclosure regarding the utilization FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

3.13 DELIVERY OF POSSESSION AND TERMS INCIDENTAL –

- Time is essence for the Promoter as well as the Allottee as far the delivery of possession and payment of instalments is concerned. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate from the concerned Planning Authority.

3.14 POSSESSION: -

(a) The promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said apartment to the purchaser on or before Immediately after receipt/ deemed receipt of the intimation to take the possession, the purchaser shall be liable to pay the charges towards maintenance, taxes, outgoings in respect of said office.

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, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,

(ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.

(iii) any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit purchasers.

(iv) extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carry by the promoter as per sanction plan due

to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the Authority.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

That the details of the time schedule for completion of the various stages of construction and development of external and internal development works shall be as detailed in Schedule V (A) and V (B).

Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co - habit in the unit'. While the other works shall be carried out in due course. However, in event the purchaser creates any hurden to complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

4. PROCEDURE FOR TAKING POSSESSION –

- a. The Promoter shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice;
- b. the Promoter shall thereafter handover the possession of the Apartment to the Allottee on the appointed date and time conveyed by the notice mentioned above.
- c. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

5. THE PURCHASER SHALL AT THE TIME OF RECEIVING POSSESSION –

- a. Execute the acknowledgment of receipt of possession of the apartment, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- b. Purchaser shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment

purchasers, maintenance and upkeep of the common amenities, facilities and areas.

- c. In event of failure by purchaser to take possession by executing the above documents shall make purchaser liable for payment of maintenance, charges, contributions to the organization of unit holders as well as the taxes and outgoings as applicable from time to time.

6) **MAINTENANCE:** -

(a) That the purchaser and organization of purchasers in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the apartments and building

(b) Such maintenance shall be taken over by the organization of unit holders after final conveyance of the building to the organization by way of Deed of declaration and subsequent Deed of Apartment under Maharashtra Apartment Ownership Act, 1970.

(c) However during the period i.e. from delivery of possession of the apartment till final conveyance of the building the maintenance shall be looked after by the promoters from contribution to be received from purchasers.

(d) The purchaser shall at the time of delivery of possession of the apartment pay to the promoter the advance maintenance of **Rs. _____/- per month** from the date of delivery of possession till handing over of the maintenance affairs to the association of apartments.

(e) The promoter shall deposit the entire amount of maintenance in a separate account opened for that purpose and shall utilize the same for maintenance of the building till handing over maintenance affairs to the association. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount. Thus the amount received for advance maintenance is not the amount for 'One Time Maintenance'

7. Formation of Organization -

7.1 As detailed above that the project comprises of a single building. There shall be Association of Apartments of the unit purchasers in the building which shall look after common amenities and facilities for the building.

7.2 According to obligations of the RERA such association shall be formed after booking of 51% of units in the building.

7.3 Despite formation of the Association of Apartments the purchasers of new units shall be admitted as the members of such Association.

7.4 The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering Association or a Limited Company 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 Association. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the concerned Authority.

8) **FINAL CONVEYANCE** of building –

As detailed above there shall be final conveyance by submission of the building to the provisions of Maharashtra Apartment Ownership Act by Deed of Declaration and subsequent Apartment Deeds. Provided such final conveyance shall not adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold apartments, units etc. Thus despite formation of organization and final conveyance of building the promoter shall be entitled to –

- (a) carry out the balance construction
- (b) revise the layout and building plans,
- (c) develop the balance buildings,
- (d) sell the units in the balance buildings,
- (e) utilize the balance FSI of the entire layout as well as the potential to utilize such balance FSI of the entire layout

9. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure 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;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

Xii. COMPLIANCE OF RULES AND PLANS: 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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

xiii. DEFECT LIABILITY: -

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at 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.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any 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 here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

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

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are

covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

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

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

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, 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 unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10. FIXTURE AND FITTING - 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 apartment as are set out in **SCHEDULE II** hereto.

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

11.1 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.

11.2 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 in this behalf, the Allottee shall be liable for the consequences of the breach.

11.3 To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned

local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 11.4 Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 11.5 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.
- 11.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit
- 11.7 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.
- 11.8 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.
- 11.9 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 for any purposes other than for purpose for which it is sold.
- 11.10 The Allottee 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 to the Promoter under this Agreement are fully paid up.
- 11.11 The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation 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.
- 11.12 Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors

and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

11.13 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

11.14 **PERMISSIBLE USE** - The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown for carrying on any industry or business. (strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.

11.15 In the project multi-storeyed high rise buildings / wings are under construction and considering to maintain the stability of the building/ wings and internal structures herein specifically informed by the consultant of the promoter not to allow any internal changes. Hence there shall not be any customization permitted inside the said apartment. Changes such as Civil, Electrical, plumbing etc. shall not be allowed even during construction and till delivery of possession.

11.16 shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.

11.17 The responsibility of the promoter regarding title of the land shall be till the final conveyance.

11.18 That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non observance or non – performance of such obligations given specifically herein to the allottee.

11.19 That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee That nothing herein contained shall construe as entitling the allottee any right on any of adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

11.20 It is agreed by the purchaser/s that the said Scheme/ Project has been sanctioned by Environmental Authority and Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, Green Belt Development, Wet Garbage Treatment Plant, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the purchasers and organization of purchasers undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the society and unit holders and the promoters shall never be held responsible for the same.

11.21 Purchaser/s is/ are aware that the project situates within the limits of Talegaon Municipal Council and promoters shall

obtain the water connection as is permissible under DC Rules. However, in case of inadequate supply the water shall be required to be procured from other sources such as bore well, purchased water tanker. The purchaser and the Organization of Purchasers shall pay requisite charges to procure adequate water and facilities for storage and supply other than storage facilities provided by the promoter.

12) PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC: -

- 12.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.
- 12.2 The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- 12.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc. is imposed/increased under respective statute by the central and state government respectively 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 local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 12.5 Notwithstanding anything contained or stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of

the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

13. NAME OF THE PROJECT/ BUILDING/S / WING/S: -

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project and building will be denoted by letters or any name or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

14. SEPARATE ACCOUNT FOR SUMS RECEIVED: - The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

15. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES: -

The allottee hereby agreed to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Ares/ Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure .

16. 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 said project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same save and except his right to enjoy and use the unit purchased by him and any other

rights given by the developer to the allottee for which consideration has been dispensed.

17. WAIVER NOT A LIMITATION TO ENFORCE

17.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

17.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

18) NON OBSTANTE CLAUSE - Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him.

19) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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 who has taken or agreed to take such Apartment.

However, in the event the mortgage bank compiles 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) BINDING EFFECT -

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21) Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its

condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

- 22) This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- 23) That the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.
- 24) **ENTIRE AGREEMENT -**
This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
- 25) **RIGHT TO AMEND**
This Agreement may only be amended through written consent of the Parties.
- 26) **SEVERABILITY**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 27) **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
- 28) **FURTHER ASSURANCES**
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 29) **PLACE OF EXECUTION**
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.
- 30) The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease 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.

31) That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D **and** notified Email ID/Under Certificate of Posting at their respective addresses

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

32) 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.

33) STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

35) GOVERNING LAW

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

36) DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

Details of Schedules and Annexures

SCHEDULE	PARTICULARS
Schedule I	Said project/ Scheme
Schedule II	Said Apartment
Schedule III	Specification
Schedule IV (A)	Amenities and Facilities
Schedule IV (B)	Limited Common Areas and facilities
Schedule V(A)	External Development Work
Schedule V (B)	Internal Development Work
Details of Annexures	
Annexure	Copy of building plans
Annexure	7/12 extract
Annexure	Title Report
Annexure	Floor Plan showing said apartment

Annexure	Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance
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SCHEDULE I
(Of the ‘Said project’)
THE SCHEDULE ‘A’

All that piece and parcel of land bearing Plot No. **72 to 87** total admeasuring about **3259.5** Square meters as per 7/12 extract out of New Survey No. **10/2A** or Survey No.**11/2A (Old)**, situated at - **Dwarika co-operative housing society limited**, Talegaon Dabhade (station) Tal.- Maval, District-Pune 410507, within the limits of Talegaon Dabhade Municipal Council, and the Registration District Pune Sub Registration District and Taluka Maval details and bounded as under

Plot No.	Area Square meters	Boundaries			
		East	South	West	North
72	228.00	Land out of S.No.10	Colony Road	Plot No.73	Plot No.83
73	202.50	Plot.No. 72	Colony Road	Plot No.74	Plot No.82
74	202.50	Plot.No. 73	Colony Road	Plot No.75	Plot No.81
75	202.50	Plot.No. 74	Colony Road	Plot No.76	Plot No.80
76	202.50	Plot.No. 75	Colony Road	Plot No.77	Plot No.79
77	202.50	Plot.No. 76	Colony Road	Colony Road	Plot No.78
78	202.50	Plot.No. 79	Plot No.77	Colony Road	Colony Road
79	202.50	Plot.No. 80	Plot No.76	Plot No.78	Colony Road
80	202.50	Plot.No. 81	Plot No.75	Plot No.79	Colony Road
81	202.50	Plot.No. 82	Plot No.74	Plot No.80	Colony Road
82	202.50	Plot.No. 83	Plot No.73	Plot No.81	Colony Road
83	220.00	Land out of S.No.10	Plot No.72	Plot No.82	Colony Road
84	200.00	Land out of S.No.10	Colony Road	Plot No.85	Plot No.81
85	195.50	Plot No.84	Colony Road	Plot No.86	Plot No.90
86	195.50	Plot No.85	Colony Road	Plot No.87	Government land

87	195.50	Plot No.86	Colony Road	Plot No.88	Governme nt land
	3259.5	Total			

Together with all the rights of assessments and appurtenances belonging thereto

SCHEDULE II
(of the ‘said apartment’)

Flat No.	
Floor	
Carpet Area	
Square meters	

Schedule III
(SPECIFICATION)

Structure: -

- RCC frame structure with external 6" thick & internal 6" thick Brick Masonry.

Flooring: -

- Vitrified tiles of 24"x24" with matching skirting in all rooms. Tandoor Tappa in staircase & Paving Blocks/ Trimix Concrete/ checkered tiles in Parking.

Windows: -

- powder coated Aluminium sliding windows.

Doors: -

- commercial flush doors.

Toilets: -

- Designer anti-skid ceramic flooring and dado up to 6.5 feet level.

Kitchen: -

- Granite platform with stainless steel sink with designer tiles dado up to lintel level.

Plumbing: -

- Internal concealed plumbing with good quality C.P. fitting.

Electrification: -

- Modular electrical switches with Concealed copper wirings. 3.5 point in each Room .

Painting: -

Internal plaster Neeru Finished with dry distemper.
External Plaster Sand faced with Cement Paint and oil paint for railing grills.

NOTE: The promoters reserve the rights to change any of the above contents as and when required.

Schedule IV (B)

(LIMITED COMMON AREAS AND FACILITIES)

- Partition walls between the two units shall be limited common property of the said two units.
- Top Terrace
- Passages
- Accesses

The above areas shall be available for common use of all the occupants.

ANNEXURE
Title Certificate

This is to certify that the **title** of the **M/S. SIDDHIVINAYAK CONSTRUCTION through it's Proprietor MR. GANESH MOHANRAO KAKADE PAN-AODPK1599R** Residing at- 1135,Indrayani Vasahat, Talegaon Stn., Taluka-Maval, Dist-Pune 410 507, in respect of Plot No. 72 to 87, out of Survey No. 10/2A (New) or Survey No. 11/2A (Old) Situated at- Talegaon Dabhade (Station), Taluka - Maval, Dist.- Pune 410 507 is clear and free from all encumbrances except those mentioned in title report.

Hence this certificate is given

xxxx
(**D.B.SHETE**)
Advocate.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (*city/town name*) in the presence of attesting witness, signing as such on the day first above written.

Name	Thumb	Signature	PHOTO
M/S. SIDDHIVINAYAK CONSTRUCTION through it's Proprietor MR. GANESH MOHANRAO KAKADE PROMOTER		PROMOTER	
PURCHASER		PARTY OF THE SECOND PART	
		PARTY OF THE	

PURCHASER		SECOND PART	
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Witnesses

1.

Sign:
Name
Add:
2.

Sign:
Name
Add: