

ALLOTMENT LETTER

TO, **Date** :

1.

Residing at :

2.

Residing at :

Subject : Allotment of Apartment

Reference : Your application datedfor allotment
of
Apartment.

Sir/Madam,

You have submitted your above referred application (said "APPLICATN") to us for allotment of an Apartment as detailed below (Said "APARTMENT") :

Particulars	Details	
Name of the Project	Laxmi Angan	
Address of the project	Survey No. 51/1A/1/1,Wadgaon Budurk, Tal. Haveli, Dist. Pune, Pin : 411041.	
Apartment No.		
Parking		
Area of Apartment		Area in Square Meters
	Carpet Area	
	Cupboard Area	
	Dry Balcony/Dry Ledge/ Dry Terrace	
	Sit out	
	Terrace	
	Courtyard	
	Architects Projection	

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the above said project being/ is developed and in respect of the said Apartment, as envisaged under the Real Estate (Regulation and Development) Act, 2016 Further, we have handed over to you Documents /a CD containing these document and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

- (1) The cost details in respect of the said Apartment shall be as tabulated hereunder :

Sr. No.	Details	Amount in Rupees
1	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to said Apartment	Rs.-/-
2	Applicable Service Tax/GST	Rs.-/-
3	Other Applicable Tax/VAT	Rs.-/-
4	Stamp duty (including LBT, if applicable) in respect of the above said price consideration	Rs.-/-
5	Registration Fee	Rs.-/-
6	Maintenance cost for first 12 months and of Maintenance Deposit.	
	TOTAL	Rs.-/-

We have received from you an amount of Rs.-/- (Rupees only) by a cheque dated, for Rs.-/-, bearing No., drawn on Bank, Branch, towards advance payment (Said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard.

- 2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (Said "**AGREEMENT**").
- (3) You should deduct TDS as per prevailing income Tax Rules if applicable and pay the same to concerned authority.

Other Terms and condition of allotment of the said Apartment

1. The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amounts towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service tax/GST on each of the installment payable to us; and pay TDS if applicable of your own and give us certificate in that regard.
2. We Have handed over to you a copy of "User Manual"/ Brochure in respect of use inter alia of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the above said Building /Project; and you shall be following instructions of the said User Manual / Brochure strictly.
3. Within a period of 30 (Thirty) days from today you shall make yourself available for execution and registration of the said Agreement, Failing which we shall be entitled to cancel allotment of the said Apartment to you by canceling this allotment Letter by giving written notice (by email) of 15 (fifteen) days. If you fail to execute and register the said Agreement within the said notice period of 15 (fifteen) days, this Allotment Letter shall stand cancelled automatically without further notice.
4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format along with original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarized affidavit-cum-indemnity in our prescribed format at your own cost.
5. In case of cancellation of allotment of the said Apartment to you either on our part, as detailed above, we shall be entitled to deduct an amount of Rs. _____/- (Rupees _____ Only) from the above said Advance Payment. It is hereby clarified that it shall be your sole responsibility to avail refund of the amounts paid by you or on your behalf to the government authorities inter alia towards stamp duty, registration fee, service tax, VAT, GST or any other taxes paid by you in this regard. We will refund the balance of the same (i.e. excluding the above said amount of Rs. _____/- and the above said taxes) to you without any interest thereon (said "**REFUND AMOUNT**")

6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.
7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For **M/s.Ashish Builders**

Acceptance of allotment of the said Apartment

I/We hereby acknowledge to have checked the said Disclosures and have received a CD containing the above said documents and information. we also have received a copy of above side user Manual.

We have read and understood the above said Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to above said terms and conditions.

Thanks and regards,

(Name and Signature of the Allottee No. 1)

(Name and Signature of the Allottee No. 1)



SHREE GAJANAN PRASANNA
AGREEMENT

This Agreement is made and executed at Pune
on this April , 2018.

By And Between

M/S. Ashish Builders, regd. Partnership firm, having its office at- S.No.51/1A, Laxman Dangat Nagar, Near Utkarsha School, Wadgaon Budruk, Taluka Haveli, Dist. Pune-411041(PAN – ABLFA2760M). Through it's partner/s and Landowner/s-(1) **Shri. Ramesh Dattatray Dangat**. Age- 47 years, Occupation-Business and (2) **Sou. Nalini Prakash Dangat**. Age- 55 years, Occupation-Business. Both residing at - S.No.51/1A, Laxman Dangat Nagar, Near Utkarsha School, Wadgaon Budruk, Taluka Haveli, Dist. Pune-411041.

Hereinafter referred to as The **Owner/Promoter/Developer**.

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

Party Of The First Part.

And

(1) **Shri.**-----.

Age----- years, Occ. -----

PAN-----

(2) **Sou.** -----.

Age----- years, Occ. -----

PAN-----

Both residing at- -----

-----.

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

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

The Party Of The Second Part.

Agreement For Rs. -----/-

WHEREAS

- A. All that piece and parcel of the land **S.No. 51/1A/1/1** totally admeasuring about **01H.38 Are** (including potkharaba) from and out of land admeasuring about **3500 sq.mts.** lying and being situated at village **Wadgaon Budruk**, within the Registration and District Registration Pune and within the Registration and Sub-

Registration Tahasil Haveli and within the local limits of **Pune Municipal Corporation** more particularly described in the **SCHEDULE (I)** written hereunder and hereinafter referred to as the **said Land/ Project Land** is owned and possessed by Shri. Ramesh Dattatray Dangat and Sou. Nalini Prakash Dangat and appeared in their name at revenue record as the owner.

- B. That the landowner, Shri. Ramesh Dattatray Dangat and Sou. Nalini Prakash Dangat have jointly got approved the building plan of the proposed Building A consist of parking plus seven floor to be constructed on the project land from the Pune Municipal Corporation vide Commencement Certificate No. CC/3098/2015 dt. 23/12/2015 and its revised Commencement Certificate No. CC/1650/17 dt. 03/10/2017. The Collector Office (Revenue Branch) Pune Office by its order bearing no. पमह/एनओसी/एसआर 2016/40/ पुणे दिनांक 2016/04/25 has granted non- agricultural permission to use the land admeasuring about 2875-08 sq.mts. excluding reserved land admeasuring about 624-92 sq.mts. for the purpose of residence to the landowners.
- C. With a view to develop the said project land and to construct the building thereon as per the plan sanctioned by the Competent Authority the landowner, Sou. Nalini Prakash Dangat and Shri. Ramesh Dattatray Dangat have formed **M/s. Ashish Builders**, partnership firm having its office at –S.No. 51/1A, Laxman Dangat, Near Utkarsha School, Wadgaon Budruk, Tal. Haveli, Dist. Pune - 411041 on 24/02/2018 and accordingly, executed the partnership deed and lodged the same for registration on 26/02/2018 in the office of Registrar of Partnership Firm. By the said partnership deed the landowners, Shri. Ramesh Dattatray Dangat and Sou. Nalini Prakash Dangat have introduced their respective land admeasuring about 00H.25 Are and 00H.10 Are i.e. totally admeasuring about 00H.35 Are as a share capital in the said firm.
- D. While sanctioning the said plans in respect of construction on the said project land the 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 land and the said building thereon and upon due observance performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned local authority.
- E. The promoter has commenced the construction work of the **Building/ Wing A** of project **Laxmi Angan** in accordance with the plan sanctioned by the Pune Municipal Corporation. The said Building /Wing A consist of parking plus seven floor/s and each floor consist of --- Apartment/s .Thus, at present the said Building /Wing A comprising of in all ----- Apartment/s. The Promoter shall construct additional four uppers floors on the said building by

utilizing the FSI obtained for road widening /internal road/paid FSI and/or TDR etc.

- F. The Promoter has entered into standard Agreement with an Architect registered with Council of Architect and such Agreement is as per the agreement prescribed by the Council of Architect/s.
- G. The Promoter has appointed the Structural Engineers for preparation of the structural design and drawing of the building and the development shall be under the professional supervision of the Architect and the Structural Engineers till the completion of the building.
- H. The Promoter being the sole and absolute owner has full power and absolute authority to develop the said land and construct the building/s thereon and to sell, convey, transfer, assign and allot Apartments, terraces, parking/s etc. therein to the intending Allottee/s and to enter into agreement/s with the them and to receive the sale proceed thereof.
- I. The Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the document/s of title relating to the said project land, relevant orders and approved plans, designs and specifications prepared by the Promoter's Architect and of such other document/s as are specified under the Real Estate Regulation and Development Act 2016 (hereinafter referred to as "**the said Act**") and rules made there under.
- J. The following Annexures have been annexed to this Agreement and marked as Annexure A1, A2,B,C,D,E and F respectively.

<u>Sr. No.</u>	<u>Details</u>	<u>Annexure</u>
1.	Plan showing said Apartment	A1
2.	Authenticated copy of plan.	A2
3.	Building Commencement Certificate.	B
4.	Non-Agricultural Permission	C
5.	Authenticated copies of Village forms VI, VII, XII.	D
5.	Certificate of title issued by the attorney of the Promoter .	E
7.	Rera Registration Certificate.	F

- K. The Allottee/s offered to the Promoter for allotment to the Allottee/s the **Apartment No. -----** on ----- **Floor** in the **Building /Wing A** of project **Laxmi Angan** which is under

construction on the said project land which is more particularly described in **Schedule III** hereunder written and hereinafter referred to as the said **Apartment**.

- L. The Promoter is entering into the similar and separate agreement/s with the several other persons and parties for the sale of the Apartment/s in the said building.
- M. 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.
- N. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. -----/- (Rs.----- Only)** by cheque / demand draft/ pay- order being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing
- O. The Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at no. ----- dt.-----.
- P. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s , being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- Q. 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/s hereby agrees to purchase the Apartment.

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

- 1. The Promoter shall construct the said **Building/Wing A** consisting of ground plus seven upper floor/s on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

2. Relying on the Allottee's representation and the assurances, the Promoter herein agreed to sell and the Allottee/s has/have agreed to purchase the below mentioned the **Apartment-**

Name of project of building	
Building No.	
Apartment No.	
Floor	
Carpet Area	----- sq.mts.
Open Balcony	----- sq.mts.
Attached Terrace	----- sq.mts.

more particularly described in **Schedule (III)** herein under written and herein after called and referred to as **the said Apartment** as shown and marked in the floor plan annexed hereto at and for total consideration of **Rs. -----/- (Rs. ----- Only)** including the price for proportionate share in the said project land and includes price of the common areas and facilities, appurtenant to the premises excluding all expenses separately mentioned herein below and expenses for stamp duty and registration fees, which shall be paid by Allottee/s separately. The nature, extent and description of the common and restricted areas and facilities are more particularly described in the **Schedule- (II)** written hereunder and the Promoter has agreed to provide the amenities in the said Apartment which are more particularly described in the **Schedule (IV)** written hereto.

3. That the out of total consideration of **Rs. -----/- (Rs. ----- Only)** of the said Apartment, the Allottee/s herein has paid **Rs. -----/- (Rs. ----- Only)** as an earnest money and / or the part consideration amount of the said Apartment (not exceeding 10% of the total consideration) by cheque/s drawn on ----- on or before execution of these presents to the Promoter in the following manner-

<u>Amount</u>	<u>Cheque No.</u>	<u>Date</u>

(the receipt and payment, the Promoter do hereby admits, acknowledges and discharges to the Allottee/s forever) and agreed to pay the balance consideration of **Rs. -----/- (Rs. ----- Only)** to the Promoter in the following manner :-

Sr.	Particulars	Perce
-----	-------------	-------

No		n- tage
1.	to be paid after the execution of the Agreement.	20%
2.	to be paid on completion of the Plinth.	15%
3.	To be paid on or before commencement of first slab.	3%
4.	To be paid on or before commencement of second slab.	3%
5.	To be paid on or before commencement of third slab.	3%
6.	To be paid on or before commencement of fourth slab.	3%
7.	To be paid on or before commencement of fifth slab.	3%
8.	To be paid on or before commencement of sixth slab.	3%
9.	To be paid on or before commencement of seventh slab.	3%
10.	To be paid on or before commencement of eighth slab.	4%
11.	to be paid to on completion of walls, internal plaster, floorings, doors and windows.	5%
12.	to be paid on completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said Apartment	5%
13.	to be paid on completion of external plumbing and external plaster, elevations, terraces with water proofing, of the building or wing in which the said Apartment is located	5%
14.	to be paid to the Promoter on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/lobbies, plinth protection, paving of areas, appertain and all other requirements as may be prescribed in the Agreement of Sell	10%
15.	Balance amount at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.	5%

4. (i) If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the

Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amount 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 condemnation of the delay by the Promoter. The amount of interest shall be informed to the Apartment Allottee/s on completion of the said Apartment.

- (ii) Without prejudice to the right of promoter to charge interest in terms of sub clause 4(i) above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that the Allottee is aware that depending upon various promises and assurance given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of upon termination of this Agreement as aforesaid by the Promoter and/or cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and right and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being terminated by the Allottee

for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount equivalent to 10% of the Agreement value and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the Apartment will be considered as damages / loss of the Promoter in addition to other loss and expenses. Thus, in case of termination of this agreement for any reason, taxes such as GST/Stamp Duty etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee. It will be the sole responsibility of the Allottee to get the said taxes refunded from the concerned authority.

Upon such termination the Promoter shall be at liberty to dispose off and allot the said Apartment to any such person and at such price as the Promoter may, in its discretion, deem fit and proper and in furtherance thereto it shall not be open to the Allottee/s to restrain the Promoter from allotting the said Apartment on whatsoever ground.

5. (a) The Promoter has made full and true disclosure to the Allottee/s of the title of the said land as well as the encumbrances, presently known to the Promoter. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest to construct building/s and to develop the said land. The Promoter has also given inspection of all the relevant documents as required by law. The Allottee/s having acquainted himself/ herself/ themselves with all the facts and right of the Promoter pertaining to the said land has entered into this Agreement.
- (b). The Promoter herein had also requested the Allottee/s to carry out the search and to investigate the title of the said project land. The Allottee/s hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the said project land and to enter into this agreement.
- (c). The Promoter hereby represents and warrants to the Allottee/s as follows:
 - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual,

- physical and legal possession of the project land for the implementation of the project;.
- ii. The Promoter has lawful rights and the requisite approvals from the competent authority 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;
 - 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; All approvals, licenses and permits issued by the Competent authorities with respect the project, project land and the said building /wing are valid and subsisting and have been obtained by following due process of the law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and the 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;
 - v. The Promoter has the right to enter into this agreement and has not committed and omitted to perform any act or thing, whereby the right , title and interest of the Allottee/s created herein , may prejudicially be affected; The Promoter has not entered into any agreement for sell and / or development agreement or any other agreement / agreement with any person or party with respect to the project land , including the project and the said Apartment and land which will in any manner ,affect the rights of the Allottee/s under this agreement ;
 - vi. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment and the land to the Allottee/s in the manner contemplated in this agreement;
 - vii. At the time of execution of the conveyance deed of the structure to the Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society;
 - viii. The Promoter has duly paid and shall continue to pay and discharge the 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 ;
 - ix. The Promoter has not received any Notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition.

6. The specifications of the Apartment and the fittings, fixtures and amenities provided by the Promoter to the said Apartment and to the said building are described in the **Schedule – (IV)** hereto. No extra specification, fitting and fixtures shall be provided by the Promoter and the Allottee/s shall not demand the same unless the same is informed in writing well in advance before commencement of the respective state and if it is possible and accepted by the Promoter and subject to advance payment of such extra item to the Promoter as per the estimate given by the Promoter.
7.
 - (i) 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.
 - (ii) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the Association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause (3) herein above. (“Payment Plan”).
8. The Promoter shall give possession of the Apartment to the Allottee/s on or before 07/05/2023. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- i) War, civil commotion or act of God.
- ii) Any notice, order, rule, notification of the Government and / or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities.

- iii) Non-availability of steel, cement, other building materials, water or electric supply;
 - iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
 - v) Delay in grant of any sanction of plan, NOC/permission/licensee connection / installation of any services such as lifts, electricity and water connections and meters to the Scheme / Apartment, Road NOC or completion certificate from appropriate authority.
 - vi) Delay or default in payment of dues by the allottee under these presents.
 - vii) Pendency of any litigation.
 - viii) Any act beyond the control of the Promoter.
 - ix) Non availability of adequate labour for any reason.
 - x) Force – Majeure.
9. (i) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment, to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or Association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the occupancy certificate of the Project.
- (ii) The Allottee/s shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy:
- (iii) Failure of Allottee/s to take Possession of Apartment : Upon receiving a written intimation from the Promoter as per clause 9(i) the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 9.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
10. (i) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or

within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment, whichever is earlier, brings to the notice of the Promoter any structural defect in the said Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however , that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment /phase/wing and in specific the structure of the said Apartment /wing/phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect/s caused by normal wear and tear and by negligent use of said Apartment by the Occupants, vagaries of nature etc.

- (ii) That it shall be the responsibility of the Allottee/s to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment are regularly filled with white cement/ epoxy to prevent water seepage.
- (iii) Further where the manufacture warranty as shown by the Promoter to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment /Building/Wing, and if the annual maintenance contracts are not done/ renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same. That the said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance /warranty contract so as it to be sustainable and in proper working condition to continue warranty in both the Apartment and the common Project amenities wherever applicable.
- (iv) That the Allottee/s has been made aware and the Allottee/s expressly agrees that the regular wear and tear of the said Apartment /Building/Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20c and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- (v) Provided further that any deviation in usage/maintenance of the said Apartment in contravention to user Manual shall amount to default on part of the Allottee/s towards proper maintenance of the said Apartment /Building/ Wing and the Allottee/s shall not be entitled to claim any compensation against defect liability from the Promoter.
 - (vi) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the said Apartment /Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Building/s or any part thereof to view and examine the state and condition thereof.
 - (vii) Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said Apartment /Building/Wing as stated in this Agreement. That further it has been agreed Apartment sold or in the Building/ Wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s expressly absolves the Promoter from the same.
11. The Allottee/s shall use the said Apartment or any part thereof or permit the same to be used only for the purpose of the residence or any lawful purpose permitted by the local authority and shall use the parking space (if any) allotted to him only for the purpose for keeping or parking the Allottee's own vehicle and not for any other purpose.
 12. (a) The Allottee/s along with other Allottee/s of Apartment in the building shall join in forming and registering the Society/ Association or 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 Society/ Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society/ Association or Limited Company and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s , so as to enable

the Promoter to register the common organization of the Allottee in the nature Co-operative Society under the Maharashtra Co-operative Societies Act, 1960 and Rules made thereunder or Association of Apartment Holder/s under the provisions of Maharashtra Apartment Ownership Act, 1970 and Rules made thereunder or Limited Company under the provisions of the Company's Act, 2013. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies.

- (b) The Promoter shall form a Co-Operative Housing Society under Maharashtra Co-operative Societies Act 1960 including the bye laws of the proposed Society shall be formed within 3 months from the date of obtaining occupancy certificate or within 3 month when the 51% of the Allottee/s paid the entire amount of consideration to the Promoter whichever is earlier and the Allottee/s shall sign all necessary documents.
 - (c) Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said project land along with the building/wing A to be constructed thereon, shall be subjected to the provisions of Maharashtra Co-operative Societies Act 1960 and Real Estate Regulation and Development Act, 2016 and the rules mentioned therein the Apartment will be conveyed by the Promoter herein within a period of Six Months from and after (a) Obtaining the full and final completion certificate in respect of the entire project land and utilization of entire FSI and TDR/land potential permissible to be utilized on the said entire project land as per development control rules of PMC (irrespective of previous sanction or not of FSI) (b) After receiving the entire amount & all dues from all the Allottee/s including maintenance charges, outgoings, stamp duty, registration fees, GST or any other taxes (if payable) etc.
 - (d) Such conveyance shall be subject to exclusive, limited common rights of the Apartment Allottee/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the Society as per terms of this Agreement and also with a view to maintain decorum, beautification of the building/wing A and the common amenities. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.
13. It is hereby made clear that the ultimate organization of all the Allottee/s Unit holders of the present scheme will be a Society under the provisions of the Maharashtra Co-operative Societies Act 1960. However, all the expenses thereof shall be borne and paid by the Allottee/s proportionately.

The Promoter shall be entitled to amend, substitute, modify, terminate and cancel and/or revise the bye-laws and the declaration for which the Allottee/s has/have given their irrevocable consent.

14. It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces to one or more person/s as per his choice for their exclusive use. The person/s to whom such parking space/s are allotted shall be admitted as the Member of the Society. It is hereby agreed that the areas mentioned in sub-para (A) of the **Schedule (II)** shall be the common areas and facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.
15. Commencing a week after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupation, the Allottee/s shall be liable to bear and pay from the date of the completion certificate of his Apartment the proportionate share (i.e. in proportion to the floor area of the Apartment or in lump-sum monthly amount) of outgoing in respect of the said project land and building/wing namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said project land, building/wing and various amenities. For meeting the said expenses regularly the Allottee/s shall keep with the Promoter deposit, to be decided by the Promoter, which deposit or residue thereof shall be transferred by the Promoter to the Society formed by all Apartment holder/s in the scheme/building at the time of conveyance. The Allottee/s shall pay the said deposit amount before delivery of possession of the Apartment. The Allottee/s shall not be entitled to demand any interest on the said deposit. The Society shall, after receipt of the said deposit from the Promoter, invest the amount in any Bank or Govt. security and utilise the interest thereof for meeting the said expenses falling to the share of the Allottee/s /s. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the Society and credited to the suspense account of the Society and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Allottee/s to the Promoter. In the latter event Society shall be entitled to ask for increment in the deposit amount. In the event of transfer of the Apartment by the Allottee/s (with prior permission of the Promoter or Society) the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Allottee/s or person claiming through him/her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable. However, the Purchaser shall on or before the delivery of possession of the said

Apartment be deposited Rs.-----/- with Promoter for the common maintenance of the said Building/ Wing A for 12 months.

16. The Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated-
- (a) To maintain the said Apartment at Allottee's own cost in good tenantable repair and condition from the date of completion certificate 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 or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Apartment and/or the building in which the said Apartment is situated and the said Apartment itself or any part thereof.
 - (b) Not to store in/outside the said Apartment/ building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Apartment is situated or to the said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for all the consequences of the breach.
 - (c) To carry out at his 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/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- (d) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof, or in or to the building in which said Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, 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 the columns, beams, walls, slabs or RCC, piers or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society of Apartment Owners .
- (e) Not to do or cause to be done any act or thing which may render void or violable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (f) 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.
- (g) Pay to the Promoter within seven days on demand from the Promoter, his share of security deposit demanded by the concerned local authority or the Government for giving water or any other service connection to the building in which the said Apartment is situated.
- (h) The Allottee/s is aware that as on today there is no Insurance Policy which will cover the insurance of title of the land and structure and therefore the Promoter has not taken any Insurance Policy about the same. Till the execution of Deed of Conveyance, or Deed of Apartment or any other document of the title the Government introduces any such policy that will cover the Insurance of title of the land and building, then the Promoter shall take such policy however the Allottee/s shall be liable to pay to the Promoter his proportionate share towards the said policy within 8 days from the receipt of demand made by the Promoter. If the Allottee/s fails to pay the amount of Insurance within stipulated period, then it will amount to breach of present agreement and the Allottee/s shall be liable for the consequences mentioned in the present agreement. The Allottee/s shall be liable to pay the amount of such Insurance from time to time as and when demanded by the Promoter towards the insurance of title of the building and the land. However, after forming of the society or any other legal entity then it shall be the responsibility of such legal entity to take the Insurance and to pay the amount of

Insurance premium and Promoter shall not be responsible for the same.

- (i) The Allottee/s until conveyance shall not let, sub-let, give on leave and license basis, 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 the dues payable by the Allottee/s to the Promoter under this agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has intimated in writing to the Promoter and obtained written consent thereof.
- (j) The Allottee/s shall observe and perform all the rules and regulations which the Society of Apartment Owners 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 Apartment 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society of Apartment Owners 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 outgoing in accordance with the terms and conditions of this Agreement.
- (k) Till a conveyance of the building in which the said Apartment is situated is executed, the Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said Apartment and the said project land and building or any part thereof to view and examine the state and conditions thereof.
- (l) Not to obstruct the development work for any reason and in any way.
- (m) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee/s to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee/s at his own costs and risk.

- (n) The Allottee/s shall not fit any grills or enclose the car parking space allotted for his/her exclusive use.
 - (o) Till a separate electric meter or water meter is installed/allotted by the M.S.E.D.Co. Ltd./P.M.C., the Allottee/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/their Apartment.
 - (p) The Allottee/s shall not be liable to pay any charges /expenses/deposit for the installation of electricity meter and/or connection to the said Apartment, however, the said charges /expenses/deposit shall be born and paid by the Promoter.
17. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said project land and building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in **Schedule (II)** herein below will remain the property of the Promoter until the said land and building is transferred to the Society of Apartment Owners as herein before mentioned.
18. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.
19. (i) The Purchaser hereby agrees that in the event of any amount by way of premium to the Corporation or to the State and/or Central Govt, or betterment charges or development tax or educational cess or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession of the Unit / Apartment the same shall be paid in advance either by way of deposit or advance by the Purchaser to the Promoter in proportion to the area of the Unit / Apartment to be purchased by the Purchaser.
- (ii) If at any time, after execution of this agreement, any tax /duty/charges/premium cess, /surcharge/betterment tax/Goods and Service Tax/ transfer Tax/ turnover tax / penalties etc. by whatever name called, is levied or recovered or becomes payable under any statute /rule /regulation /notification

/order/in force or which shall be enforced, either by the Central or the State Government or by the Local Authority or by Revenue or other Authority, in respect of the said project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be paid/ borne by the Purchaser. The Purchase hereby, indemnifies the Promoter from all such levies, cost and consequences.

- (iii) The parties hereto further expressly confirm and agree that the benefit of input tax credit has been passed on to the Allottee by way of commensurate reduction in the price of the said flat as mentioned in the letter of allotment and thus the Allottee / Allottee has agreed to pay GST @ 12% of the total consideration agreed under this agreement.
- (iv) The Allottee / Purchaser/s herein is well aware that, the Central Government of India has inserted sec. 194-IA in Income Tax Act, 1961 imposed responsibility on Allottee / Purchaser/s if consideration payable by the Allottee / Purchaser/s to the Promoters are more than Fifty Lakh, then at the time of credit of such sum to the account of Promoters or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made, produce original Challan-cum-statement in Form No. 26QB u/s 194-IA of Income Tax Act, 1961 read with Income Tax Rule 30(a) (2A) & 31A in the name of Promoters herein with PAN No. ABLFA2760M then only the Promoters will acknowledge receipt of part consideration of said tenement for the amount equal to deducted and paid under such Challan – cum Statement.
- (v) Notwithstanding anything contained or stated herein above, the liability to pay the 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.

- 20. The Allottee/s shall make all the payments to the Promoter by RTGS/NEFT/ Demand Draft only or by local cheques. If the Allottee/s makes the payment by outstation cheques then the date

of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank.

21. The Allottee/s shall bear and pay the following expenses-

- (i) The share money, application entrance fee of the society as the case may be.
- (ii) The charges for formation and registration of society of Apartment owners as the case may be, as per demand.

The Allottee/s shall bear and pay the above mentioned charges to the Promoter in addition to the price of the Apartment or accommodation and within seven days from demand made therefor by the Promoter. The account of the said charges will be given by the Promoter before accepting the said payment and payment of the said charges by the Allottee/s shall by itself mean or deemed to mean acceptance or satisfaction of the Allottee/s about the said account. The Promoter at its sole discretion shall be entitled to give the above works on sub-contract to any other person/s on such terms as may be agreed by the Promoter in its discretion.

22. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace Apartments in the said building shall belong exclusively to the respective Allottee/s of the terrace Apartment if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace Apartment Allottee/s. The said terrace shall not be enclosed by the Allottee/s till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter shall have the right to construct apartment / units etc. on the terraces of the existing building and utilize the FSI obtained for Road Widening / Internal Road or any other TDR obtained by the Promoter.

23. The Scooter and Car Parks are not the common areas and the Promoter as per his choice and discretion will allot each car/scooter park to specific Allottee/s. Such allotment by the Promoter, if any, for car/scooter parking shall be perpetual and run with their respective Apartment and shall be heritable and transferable along with respective Apartment and shall not be separated from the Apartment and by the said Agreement the Allottee/s has/have given his/her/their consent to such allotment of car/scooter parking.

24. It is specifically agreed between the Parties that even if the Society of all the Apartment holders is formed and registered and conveyance completed, the Promoter shall not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses or maintenance charges or any

amount under any head towards the share in common expenses in respect of the unsold Apartment/s. Also the Allottee/s of such Apartment/s shall be liable to pay maintenance from the date of allotment and delivery of possession.

25. The promoter hereby declares that the Floor Space Index available as on date in respect of the project land is clearly mentioned at sanctioned building lay-out and building plan and Promoter has also planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the Floor Space Index proposed to be utilized by him on the project land in the said Project and Allottee/s has agreed to purchase the said Apartment based on the proposed construction and the sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI and on the undertaking that the declared proposed FSI shall belong to the Promoter only.\
26. The Promoter herein shall construct the building on the said land as per the plan sanctioned by the PMC and the Allottee/s herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee/s hereby gives his irrevocable consent for revision/amendment of the building/layout or elevation plans even by shifting the locations of the building, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.
27. 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 “**Laxmi Angan**” and building will be denoted by letters or name **BUILDING / WING A** 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 Allottee/s in the said project/building 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.
28. 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 Allottee/s of

the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

That the Allottee/s 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/s 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/s for which consideration has been dispensed.

29.
 - a) Any dispute/ difference relating to terms of this Agreement shall be settle amicably firstly referred to Project Architect who shall act as the ‘mediator/ conciliator’;
 - b) The mediator shall call upon parties to submit their written claims, replies and objections;
 - c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
 - d) In case of mutual resolution the mediator shall reduce the terms in form of ‘Settlement Agreement’ as provided by provisions of Arbitration and Conciliation Act, 1996;
 - e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
 - f) the mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented by the parties
- 30 The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and / or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their apartment. Allottee and his / her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person than Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his / her / their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.
31. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained

in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment .

However, in the event the mortgage bank compels to create charge on the entire project then in such event the no dues or no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.

31. Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s , application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
32. 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.
33. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s and after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Thus this Agreement shall be deemed to have been executed at Pune.
34. The Allottee/s 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.

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

Name of Allottee/s -

(1) Shri.-----.

(2) Sou. -----.

Both residing at- -----

-----.

Notified Email ID: _____

M/S. Ashish Builders, regd. Partnership firm, having its office at- S.No.51/1A, Laxman Dangat Nagar, New Utkarsha School, Wadgaon Budruk, Taluka Haveli, Dist. Pune-411041.

Notified Email ID: _____

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

36. That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s .
37. 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
38. The carpet area means the net usable area of Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace. The carpet area also excludes internal columns, plaster of external walls and skirting of external walls. The carpet area however includes area covered by the internal partition walls of the Apartment. Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee/s consent for the same and is aware that the consideration being lump sum will not change if the carpet area varies up to three percent.
39. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of Building is complete and the occupancy certificate is granted by the competent

authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty five days with annual interest as per the rules from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in clause (2) of this Agreement.

40. Before delivery of possession of the Apartment, the Allottee/s shall pay to the Promoter the Allottee's share of stamp duty and the registration charges payable, if any, payable by the said Society or the Allottee/s on the conveyance or any document in respect of the said land and the building/s or Apartment etc. to be executed in favour of the Society or Allottee/s herein after adjustment of the stamp duty paid to this Agreement.
41. The consideration of the said Apartment as agreed between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Apartment/accommodation. This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act 2016 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Allottee/s herein has paid stamp duty as per the law, along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to be executed by the Promoter / Landowner herein in favour of the Allottee/s herein or in the name of the society in which the Allottee/s will be the member in respect of the said Apartment. If additional stamp duty is required to be paid at the time of conveyance the Allottee/s shall pay the same.
42. This agreement shall always be subject to the provisions of the Maharashtra Ownership Apartments (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and the Maharashtra Co-operative Societies Act, 1960 or the Real Estate (Regulation and Development) Act 2016 and the rules made thereunder as the case may be.

SCHEDULE - I

All that piece and parcel of the land **S.No. 51/1A/1/1** totally admeasuring about **01H.38 Are** (including potkharaba) from and out of land admeasuring about **3500 sq.mts.** lying and being situate at village **Wadgaon Budruk**, within the Registration and District Registration Pune and within the Registration and Sub-Registration

Tahasil Haveli and within the local limits of **Pune Municipal Corporation** and bounded as follows-

On or towards

- East** - By remaining portion of S.No.51/1A/1/1.
West - By Brook.
South - By remaining portion of S.No.51/1A/1/1.
North - By Sadguru Apartment.

Together with rights of road, easement hereditaments etc.

SCHEDULE – II

A] COMMON AREAS AND FACILITIES:

1. Common Electric meter for common lights, pumps and lift
2. Common drainage and water system
3. The lift, Staircase, Entrance Passages.
4. Overhead and underground water Tanks, Pumps, Meters.
5. Common Solar Water Heater System.
6. Power Backup for lift and Common Lights.
7. Decorative entrance gate with Security cabin.
8. Earthquake Resistant R.C.C. Structures.
9. Rainwater Harvesting.
10. Fire fitting system.

B] LIMITED COMMON AREAS AND FACILITIES:

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

Schedule III
DESCRIPTION OF THE SAID APARTMENT

Name of project of building	
Building No.	
Apartment No.	
Floor	
Carpet Area	----- sq.mts.
Open Balcony	----- sq.mts.
Attached Terrace	----- sq.mts.

which is under construction on the said land more particularly described in **Schedule-I** written herein above.

SCHEDULE - IV
SPECIFICATION

1. Structure - RCC framed structure.
2. Wall - External & internal Walls will be 6” thick bricks along with internal plaster with Gypsum and external plaster with sand faced plaster.
3. Flooring - 600X600 mm ceramic flooring in all rooms. Anti-skid flooring in toilets & attached terrace.
4. Kitchen - Granite kitchen platform with stainless steel sink and dado of glazed tiles.
5. Window - Powder coated aluminum sliding windows with m.s. grills with granite sill.
6. W.C.- Antiskid tiles for flooring and dado of glazed tiles.
7. Bath - Antiskid tiles for flooring and dado of glazed tiles.
8. Plumbing - Concealed plumbing with C.P. fittings and hot and cold water mixture unit
9. Electrical - Concealed electrification with single-phase connection.
10. Colour - Internal paint in oil bound & externally apex paint.
11. Door - All flush doors
12. Lift - Lift of standard make with battery backup.

Note-

1. Aforesaid specification is general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.

2. Any additional specification or work will be charged extra and no rebate will be given for cancellation or omission of any item.

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

(1) Shri. Ramesh Dattatray Dangat.

(2)Sou. Nalini Prakash Dangat
The Partner of M/s. Ashish Builders and the Landowner/s
OWNER/PROMOTER

(1) Shri.-----.

(2)Sou. -----

ALLOTTEE/S

Witnesses:

1)

2)

DECLARATION

I, _____ do hereby declare that- an Agreement is presented for registration in the office of Jt.Sub Registrar Haveli Pune, is admitted by me as the power of attorney holder of **Shri. Ramesh Dattatray Dangat and Sou. Nalini Prakash Dangat**, the landowner/s and the partner/s of **M/s. Ashish Builders**. The said power of attorney is registered in the office of Jt.Sub Registrar Haveli No.----- Pune at sr.no.-----The said Power of Attorney is still subsisting and not yet cancelled by the Principal. Furthermore the said power of attorney is not declared as void by any reason whatsoever in nature or death of the Principal. On basis of the said power of attorney I am competent to admit the execution of the Principal. I am aware that whatever stated herein above is found false, then will be punishable u/s 82 of the Registration Act 1908.

Declarant