

AGREEMENT TO SALE

This Agreement is made at Pune this day of in the year Two Thousand
Twenty-one.

BETWEEN

M/S. **JK Realty** a duly registered partnership firm under provisions of the indian partnership act, 1932 having it principal place of business at: "Venu" Bungalow, S.No. 120 Part, Balaji Mandir Road, Off. Pashan-Sus Road, Pashan, Pune 411021, Pan no.AAQFJ7082B, through the hands of its partners(i)M/s Koral realltech LLP a Limited liability partnership firm under the limited liability partnership act having LLP identification No.AAS-7252. Pan No.AAWFEK1200C having address at: "Venu" Bungalow, S.No. 120 Part, Balaji Mandir Road, Off. Pashan-Sus Road, Pashan, Pune 411021 through the hands of its designated partner **Mr.Nandkumar Shankarrao Kakate**, Age about 63 years, Pan No.ABXPBK2070Q & **Mr.Saurebh Nandkumar Kokaate**, age about 31 years both are residing at "Venu" Bungalow, S.No. 120 Part, Balaji Mandir Road, Off. Pashan-Sus Road, Pashan, Pune 411021. Pan No.ASLPK6208P hereinafter called as the "**DEVELOPER/PROMOTER**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, legal representatives, administrators and assigns etc **Party of the First Part**

AND

....hereinafter called as the "**ALLOTTEE**", which expression shall, unless repugnant to the context or meaning thereof shall mean and include its plural, his/her/their heirs, successors, executors, administrators and assigns etc **Party of the Second Part**

WHEREAS by a Development Agreement dated 06/05/2018 duly registered on 07/05/2018 in the office of sub registrar Haveli 15 at Serial No. 5888/2018 and Power of Attorney dated 06/05/2018 is duly registered on 07/05/2018 in the office of Sub

registrar Haveli No. 15 at serial No. 8065/2021, executed between **SHRI. SANTOSH DATTATRAYA JAGTAP (hereinafter referred to as "the Original Owner")** of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), The Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Village Pimple Nilkh, Tal. Haveli, Dist. Pune in the Registration Sub-District of Haveli admeasuring **1200.sq.mts.**, or there about more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

WHEREAS,

WHEREAS the owner herein is the absolute owner of and otherwise well and sufficiently entitled to and seized and possessed of all those pieces or parcel of lands collectively 12 Ares i.e. 1200 square meters bearing (i) Survey No. 29 Hissa No. 1/1/1/2/2/3/3/2A admeasuring 5 Ares i.e. 500 square metres assessed at Rs. 00=03 paise and (ii) Survey No. 29 Hissa No. 1/1/1/2/2/3/3/2B admeasuring 7 Ares i.e. 700 square metres assessed at Rs. 00=03 paise and bearing corresponding CTS No.s 1298, 1299, 1300, 1301, 1302, 1303, 1304 and 1305 situate at village pimple Nilakh, Tal. Haveli, Dist. Pune and within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli Nos. 1 to 27, Pune (hereinafter referred to as "the said land") and more particularly described in the first schedule hereunder written and delineated in red colour boundary line on the plan annexure hereto and marked as Annexure "I".

AND WHEREAS the owner declares that he has derived the title to the said land in the manner as stated hereunder:-

1. It appears that Survey No. 29/1/1 was originally owned and possessed by one Mr. Vittoba Laxman Nandgude prior to the year 1943. It appears that Survey No. 29/1/2 was originally owned and possessed by one Mr. Babu Kushaba Nandgude prior to the year 1938. It appears that Survey No. 29/2 was originally owned and possessed by one Mr. Sadu Kalu Kamathe prior to the year 1937.
2. It appears that by a Sale Deed dated 20/2/1937, the said Mr. Babu Kushaba Nandgude has sold and conveyed the said Survey No. 29/1/2 unto and in favour of

Mr. Genu Vitthoba Nandgude for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records of Survey No. 29/1/2. The same is reflected vide mutation entry no. 256.

3. It appears that by a Sale Deed dated 17/12/1938, the said Mr. Sadu Kalu Kamathe has sold and conveyed the said Survey No. 29/2 unto and in favour of Mr. Malhari Vitthoba Nandgude for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records of Survey No. 29/2. The same is reflected vide mutation entry no. 269.

4. It appears that the said Mr. Vitthoba Laxman Nandgude expired intestate on or about the year 1943 leaving behind his legal heirs namely (i) Mr. Malhari Vitthoba Nandgude-son (5anna 4pai), (ii) Mr. Genu Vitthoba Nandgude - son (5anna 4pai), (iii) Mr. Appa Amruta Nandgude - nephew (1anna 9pai), (iv) Mr. Tukaram Amruta Nandgude - nephew (1anna 9pai) and (v) Mr. Nandeo Amruta Nandgude - nephew (1anna 10pai). Pursuant thereto the names of the said legal heirs were mutated in the revenue records of Survey No. 29/1/1. The same is reflected vide mutation entry no. 290.

5. It appears that the said Mr. Malhari Vitthoba Nandgude, Mr. Genu Vitthoba Nandgude), Mr. Appa Amruta Nandgude, Mr. Tukaram Amruta Nandgude and Mr. Nandeo Amruta Nandgude had preferred an application and given necessary statements before the concerned revenue authorities that they had partitioned amongst themselves Survey Nos. 29/1/1, 29/1/2 and 29/2 and other lands held by them. Pursuant thereto the said Survey No. 29/1/1, 29/1/2 and 29/2 were consolidated and subdivided in partition and new Survey Numbers were allotted as follows (i) Survey No. 29/1/1+1/2+2/1 admeasuring 3 Acres 33 Gunthas allotted to Mr. Malhari Vitthoba Nandgude and his name was mutated in the revenue records, (ii) Survey No. 29/1/1+1/2+2/2 admeasuring 3 Acres 34 Gunthas allotted to Mr. Genu Vitthoba Nandgude and his name was mutated in the revenue records and (iii) Survey No. 29/1/1+1/2+2/3 admeasuring 3 Acres 34 Gunthas allotted to Mr. Appa Amruta Nandgude, Mr. Tukaram Amruta Nandgude and Mr. Nandeo Amruta Nandgude and the name of Mr. Appa Amruta Nandgude was

mutated in the revenue records as karta of the HUF. The same is reflected vide mutation entry no. 383.

6. It appears that the said Mr. Appa Amruta Nandgude, Mr. Tukaram Amruta Nandgude and Mr. Nandeo Amruta Nandgude preferred an application that the name of Mr. Appa Amruta Nandgude was appearing in the revenue records of Survey No. 29/1/1+1/2+2/3 as karta of the HUF and that the name of all the members of HUF namely Mr. Appa Amruta Nandgude, Mr. Tukaram Amruta Nandgude and Mr. Nandeo Amruta Nandgude be mutated in the revenue records. Pursuant thereto the names of the said Mr. Appa Amruta Nandgude, Mr. Tukaram Amruta Nandgude and Mr. Nandeo Amruta Nandgude each having 5anna 4pais share were mutated in revenue records of Survey No. 29/1/1+1/2+2/3. The same is reflected vide mutation entry no. 552.

7. It appears that the mutation entry No. 607 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958.

8. It appears that by a Sale Deed dated 22/9/1977 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 1023/1977, the said Mr. Tukaram Amruta Nandgude, Mrs. Sundrabai Tukaram Nandgude, Mr. Ashok Tukaram Nandgude, Mr. Bhuleshwar Tukaram Nandgude, Mr. Arun Tukaram Nandgude, Mr. Appa Amruta Nandgude and Mr. Nandeo Amruta Nandgude have sold and conveyed a portion admeasuring 52 Ares out of Survey No. 29/1/1+1/2+2/3 unto and in favour of Mr. Santosh Dattatraya Jagtap for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records of Survey No. 29/1/1+1/2+2/3. The same is reflected vide mutation entry no. 829.

9. It appears that by a Sale Deed dated 22/6/1982 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 4290/1982 read with the Deed of Correction, the said Mr. Santosh Dattatraya Jagtap has sold and conveyed a portion admeasuring 39.50 Ares out of Survey No. 29/1/1+1/2+2/3 unto and in favour of Mr. Nandkishor Dattatraya Jagtap for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser and his name was

mutated in the revenue records. The same is reflected vide mutation entry no. 983 and 1042. It is clarified that the said Deed of Correction referred to in mutation entry no. 1042 has not been produced for inspection at the time of issuance of this report and the said fact has only been ascertained from the notings in mutation entry no. 1042.

10. It appears that the said Mr. Nandkishor Dattatraya Jagtap preferred an application that even though the said portion admeasuring 40 Ares out of Survey No. 29/1/1+1/2+2/3/3 was purchased by him, the purchase price was paid by Mr. Nandkishor Dattatraya Jagtap, Mr. Rajiv Gopal Navale, Mr. Vinay Gopal Navale and Mr. Parash Gopal Navale and hence their names be mutated in the revenue records. Pursuant thereto the names of the aforesaid persons were mutated in the revenue records. The same is reflected vide mutation entry no. 992. It is clarified that the said portion admeasuring 40 Ares is not the subject matter of this report.

11. It appears that that by a Sale Deed dated 23/10/1980, the said Mr. Namdeo Amruta Nandgude have sold and conveyed a portion admeasuring 9 Ares out of Survey No. 29/1/1+1/2+2/3 unto and in favour of Mr. Jayant Shahu Kamble, Mr. Baburao Santu Vaydande, Mr. Vitthal Parshuram Waghmare and Mr. Rajaram Krishna Ghadge for consideration and on certain terms and conditions. Pursuant thereto the names of the said purchasers were mutated in the revenue records. The same is reflected vide mutation entry no. 999. It is clarified that the said portion admeasuring 9 Ares is not the subject matter of this report.

12. It appears that by a Sale Deed dated 27/11/1978 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 314/1979 (old no. 2963/1978), the said Mr. Appa Amruta Nandgude, Mr. Tukaram Amruta Nandgude and Mr. Namdeo Amruta Nandgude have sold and conveyed a portion admeasuring 91 Ares out of Survey No. 29/1/1+1/2+2/3 unto and in favour of Gurukripa Cooperative Housing Society Ltd. for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records. The same is reflected vide mutation entry no. 1041.

13. It is clarified that in pursuance to the effect of mutation entry nos. 983,992, 999,1041 and 1042 as stated above the original Survey No. 29/1/1+1/2+2/3 were subdivided and corrected and were allotted as under (i) Survey No. 29/1/1+1/2+2/3/3part was retained by the original land owners, (ii) Survey No. 29/1/1+1/2+2/3/3/1 was allotted to the said Gurukripa Cooperative Housing Society Ltd., (iii) Survey No. 29/1/1+1/2+2/3/3/2 was allotted to Mr. Jaywant Shahu Kamble and others, (iv) Survey No- 29/1/1+1/2+2/3/3/1 was allotted to Mr. Nandkishor Dattatraya Jagtap and others and (v) Survey No. 29/1/1+1/2+2/3/3/2 admeasuring 12 Ares was allotted to Mr. Santosh Dattatraya Jagtap. It is clarified that Survey No. 29/1/1+1/2+2/3/3/2 admeasuring 12 Ares which was allotted to Mr. Santosh Dattatraya Jagtap forms a part of the said property being the subject matter of this report.

14. It appears that by a Sale Deed dated 14/12/1990 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 15835/1990 read with the Deed of Correction dated 23/10/2013 registered with the office of the Sub Registrar Haveli No. 1 at serial no. 8565/2013, the said Mr. Santosh Dattatraya Jagtap has sold and conveyed a portion admeasuring 5 Ares out of Survey No. 29/1/1+1/2+2/3/3/2 admeasuring 12 Ares unto and in favour of Mr. Sanjeev Dattatraya Jagtap for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 29/1/1+1/2+2/3/3/2 was subdivided and (i) Survey No. 29/1/1+1/2+2/3/3/2B admeasuring 7 Ares was retained by Mr. Santosh Dattatraya Jagtap and (ii) Survey No. 29/1/1+1/2+2/3/3/2/A admeasuring 5 Ares was allotted to Mr. Sanjeev Dattatraya Jagtap and his name was accordingly mutated in the revenue records. The same is reflected vide mutation entry no. 2241.

15. It appears that pursuant to the Order passed by the Tahasildar Pimpri Chinchwad in pursuance to the computerization of the revenue records corrections were made under section 155 of The Maharashtra Land Revenue Code, 1960 in the Survey Numbers and Hissa Numbers and pursuant thereto (i) Survey No. 29/1/1+1/2+2/3/3/2 admeasuring 7 Ares was allotted new Survey No. 29/1/1/1/2/2/3/3/2B admeasuring 7 Ares having Mr. Santosh Dattatraya Jagtap as kabjedar and (ii) Survey No. 29/1/1+1/2+2/3/3/2/A admeasuring 5 Ares was allotted new Survey No. 29/1/1/1/2/2/3/3/2A admeasuring 5 Ares having Mr.

Sanjeev Dattatraya Jagtap as kabjedar. The same is reflected vide mutation entry nos. 6831 and 7143.

16. The said Mr. Sanjeev Dattatraya Jagtap expired on 23/08/2019 leavin behind his legal heirs namely (i) Smt. Neha Sanjeev Jagtap – widow and (ii) Mr. Rishikesh Sanjeev Jagtap – son as his legal heirs. Pursuant thereto the names of the said legal heirs have been mutated in the revenue records vide mutation entry No. 7369.

17. By a Deed of Saledeed 3/11/2020 registred with the office of the Sub Registrar Haveli No. 15 at serial No. 12364/2020, the said Smt. Neha Sanjeev Jagtap and Mr. Rishikesh Sanjeev Jagtap have absolutely sold and conveyed the said Survey No. 29/1/1/2/2/3/3/2A admeasuring 5 Ares unto and in the favour of Mr. Sanjeev Dattatraya Jagtap for consideration and on certain terms and conditions. Pursuant thereto the name of the said purchaser was mutated in the revenue records vide mutation entry No. 7416.

18. It appears that, N.A. permission obtained bearing No. Jamin/NA/SR/47/2021, dated 23/02/2021, in respect of the portion S. No. 29/1/1/1/2/2/3/3/2A & S. No. 29/1/1/1/2/2/3/3/2B.

19. The Owners herein by Development Agreement and Power of Attorney both dated 7/06/2021, registered in the office of Sub.Registrar, Haveli No.15, at the serial No. 8064/2021 and 8065/2021 on the same day,

20. The Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

21. The Promoter is in possession of the project land

22. The Promoter has proposed to construct on the project land basement parking, ground parking, & seven floors.

23. The Allottee is offered an Apartment bearing No(herein after referred to as the said "Apartment") in the Project called "**DHRUVAA**" (herein after referred to as the said "Project").

24. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
25. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at PUNE with Registration No - authenticated copy is attached in Annexure 'F';
26. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.
27. By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;
28. 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 there under ;
29. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, 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 'A' and 'B', respectively.
30. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority "The Municipal Corporation of the City of Pimpri-chinchwad"

also acting as the Planning Authority under the Maharashtra Regional and Town Planning Act, 1966 sanctioned the plans for construction of the buildings on the said PLOT for the purpose of residence and other ancillary uses vide **commencement certificate No. BP/Pimple Nilakh/27/2020, dated 25/11/2020** and revised on **15.09.2021 Certificate No.BP/Pimple Nilakh/44/2021**.The Tahasildar, Pune District vide his order dated 23/02/2021 bearing No.Jamin/NA/SR/47/2021 permitted non- agricultural use of the said Land for the purpose of residence under section 44 of the Maharashtra Land Revenue Code. 1966, have been annexed hereto and marked as Annexure C-1.

31. The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

32. The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

33. 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 Building Completion Certificate or Occupancy Certificate of the said Building

34. 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.

35. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

36. The Allottee has applied to the Promoter for allotment of an apartment in the said project.

37. The carpet area of the said Apartment is and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

38. 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;

39. AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter and allottee 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.

40. AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at PUNE with Registration No - ;

41. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

42. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Allottee hereby agrees to purchase the Apartment and one covered car parking.

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

43. The Promoter shall construct the said building consisting of Basement parking & ground level parking & commercial Shops & seven upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
44. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.
45. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. Of carpet area admeasuring along with Attached terrace area admeasuring sq.mtrs on floor in the building (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs..... Including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith,
46. The total aggregate consideration amount for the apartment is
47. The Allottee has paid on or before execution of this agreement a sum of Rs.....as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of as per Payment Schedule.
48. We kindly request to you to make arrangement for payments of the balance due within a 15 working days ,otherwise your liable to pay interest (18% per Year) on agreement value with respect to the completion stage of project.

PAYMENT SCHEDULE

On or before execution of Agreement (Including Application Money paid at the time of booking)	10.00%
On Completion of Basement of Building	10.00%
On Completion of Stilt Floor of Building	10.00%
On Completion of 1 st Floor of Building	10.00%
On Completion of 3 rd Floor of Building	10.00%
On Completion of 5 th Floor of Building	10.00%
On Completion of Internal Walls of the Unit	10.00%
On Completion of Internal Plaster of the Unit	10.00%
On Completion of Flooring of the Unit	10.00%
On Completion of Entrance Lobby / Lift of the Building.	5.00%
On Possession of the Unit	5.00%
Grand Total	100.00%

49. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Cess, GST (SGST, CGST and IGST) or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

50. 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,taxes or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee

51. It is specifically agreed and understood between the parties hereto that, the agreed consideration of the Said Apartment has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the

Promoter has already passed on the benefit of set off of GST to the Allottee/Purchaser. It is therefore agreed between the parties hereto that the Promoter shall be entitled to get the set off/credit of the GST paid on these presents and the Allottee/Purchaser/s shall not have any claim over the same.

52. 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

53. 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.

54. 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.

55. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in this agreement ("Payment Plan").

56. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 3045.98. square meters only, but of which the promoter has utilized FSI of 748.10 sq mtrs. The promoter plans to utilize the balance FSI for future development. The promoter also plans to utilize Floor Space Index of 1332.10 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 allottee hereby gives consent for the same through this agreement.

Notwithstanding anything contained anywhere in this Agreement, the Allottee/Purchaser hereby declares, confirms and agrees as follows :-

57. The Developer/Promoter has reserved all its rights to amalgamate and/or sub-divide the said Land and/or any other abutting/adjoining pieces of land to which the Developer/Promoter may be entitled to in law.
58. The Developer/Promoter has also reserved all its rights to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the said Land and/or such other adjoining/abutting pieces of land to which the Developer/Promoter may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the Developer/Promoter.
59. The Developer/Promoter shall be entitled to compensation from the Allottee/Purchaser in case of any obstruction or impediment of any nature raised to or for the development of the said Land and/or other pieces of land adjoining to the said Land either by amalgamation and/or sub-division and/or consumption of FSI for any building thereon, by and on behalf of the Allottee/Purchaser, without

prejudice to the rights of the Developer/Promoter to terminate this agreement on such obstruction or impediment raised by the Allottee/Purchaser.

60. In project "DHRUVAA", the Developer/Promoter shall be developing the said land, There would be development, construction of buildings, amenities, site development and other incidental activities continuing on the said Land till completion of the entire project.

61. The Developer/Promoter shall also be entitled to amend, alter and/or revise the layout, building layout and/or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the said Land and/or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Development Control and Promotion Regulations. The Developer/Promoter is also entitled to alter and or Revise the sanctioned layout of the project after handing over the possession of the apartment to the allottee without affecting the said apartment of the allottee The Allottee hereby gives consent to the same.

62. If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

63. Without prejudice to the right of promoter to charge interest as per the rules, 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.

64. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and 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, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
65. 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 Annexure 'E', annexed hereto.
66. The Promoter shall give possession of the Apartment to the Allottee on or before If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest as per rules 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.
 - (iii) non-availability or scarcity of any building material or finishing articles.
 - (iv) any other reasons beyond the control of the Developer/Promoter

67. Procedure for taking possession - The Promoter, upon obtaining the occupancy/completion certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.
68. The Allottee/Purchaser shall take possession of the said Apartment within 7 (seven) days of the Developer/Promoter giving written intimation to the Allottee/Purchaser intimating completion of the construction of the said Apartment. At the time of delivery of possession of the said Apartment, the Allottee/Purchaser shall also execute such other documents such as possession receipt, declaration etc, as might be required by the Developer/Promoter.
69. Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoter as per clause 67, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 67 such Allottee shall continue to be liable to pay maintenance charges as applicable.
70. 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(such as leakage, Ceiling seepage) in the Apartment or the building in which the Apartment is situated, excluding any defects and/or damages due to normal wear and tear or any such act on part of the allottee which has caused the defect and or damage 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.

71. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle/s owned by the allottee

72. The Developer/Promoter shall be at liberty to grant and allot right to exclusive use any sanctioned, demarcated parking space; covered or under stilt or open, attached terrace /passage to the given apartment to, attached to and inseparable from the given apartment. The concerned apartment allottee/purchaser shall be entitled to exclusive use thereof.

73. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or 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 Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

74. The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.