

DRAFT FOR APPROVAL WITHOUT PREJUDICE

AGREEMENT

This Agreement is made and executed at Pune on this ____ day of ____ Two Thousand Twenty-One.

Between

M/s Prime Priorities Unit II, a partnership firm registered under Indian Partnership Act 1932, having its office at 40/25, Karve Road, Prime Corner, Opposite Union Bank of India, Pune 411 004, (PAN ABAFP3322P) through its partners -

- a) Shri Pramod Amarchand Pungaliya, Age about 66 years, Occupation : Business, Residing at 49/5, Erandawana, Prabhat Road, 14th lane, Pune 411 004 (PAN AAOPP9157H);
- b) Shri Sagar Pramod Pungaliya, Age about 36 years, Occupation: Business, Residing at 49/5, Erandawana, Prabhat Road, 14th lane, Pune 411 004 (PAN ALHPP68848);
- c) Devesh Ravindra Jain, Age About 34 Years, Occupation: Business, Residing at C-1104, Hide Park, Market Yard, Pune 411037, (PAN ANLPJ2882M)
- d) Shri Swapnil Raju Jori, Age about 35 years, Occupation: Business, Residing at Sitai Residency Flat No.1,98/68 Right Bhusari Colony, Paud Road, Kothrud Pune 411038, (PAN APQPJ7765Q)

hereinafter referred to as 'the Promoter' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include it's partners for the time being constituting the firm, their successors, heirs, executors, administrators and assigns) of the First Part.

AND

Mr/Mrs. _____, Age about ____ years, Occupation: _____, Residing at: _____ PAN _____) hereinafter referred to as 'the Allottee' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators and assigns) of the Second Part.

WHEREAS-

- a) Mr. Govind Ramchandra Deshmukh was the owner of the plot bearing survey No. 67/6, Final Plot No.603, plot No.3, corresponding City Survey No.1243/3 admeasuring 7,260 Sq.ft. i.e. 674.81 Sq.mtrs in T.P. Scheme No.1, (Bhamburda), Shivajinagar, Pune (more particularly described in Schedule 'I' hereunder written and hereinafter referred to as 'the said plot');
- b) Thereafter the said Owner i.e. Mr. Govind Ramchandra Deshmukh sold the said plot to Mrs Gauri Shankar Sarangpani by Sale Deed dated 16.12.1940 registered in the office of Sub-Registrar, Haveli No. 1 at Serial No.2675/1940;
- c) Thereafter the said Mrs Gauri Shankar Sarangpani sold the said plot to one Mr. Ganesh Ramkrushna Purohit by Sale Deed dated 06.02.1946 registered in the office of Sub-registrar, Haveli No.1 at Serial No.366/1946 and Shri Shankar Ganesh Sarangpani signed the said deed as Consenting Party. The name of Mr. Ganesh Ramkrushna Purohit was duly entered in the property Registered Card of the said plot.
- d) Thereafter the said Mr. Ganesh Ramkrushna Purohit sold the said plot to one Mr. Mahadev Vishnu Gokhale by Sale Deed dated 20.09.1947 registered in the office of Sub-registrar, Haveli No.1 at Serial No.2451/1947. The name of Mr. Madhav Vishnu Gokhale was duly entered in the property Register Card of the said plot.

- e) Thereafter the said Mr. Mahadev Vishnu Gokhale sold the said plot to one Mr. Bhawanji Arjan Khimji by Sale Deed dated 12.10.1948 registered in the office of Sub-registrar, Haveli No.1 at Serial No.1197/1948. The name of Shri Bhawanji Arjan Khimji was duly entered in the Property Register Card of the said plot.
- f) Thereupon the said Owner i.e. Mr. Bhawanji Arjan Khimji constructed a bungalow structure on the said plot by obtaining Commencement Certificate and completion certificate from the concerned authority;
- g) Thus, the said Mr. Bhawanji Arjan Khimji was the owner of bungalow standing thereon. (The said plot and the bungalow standing thereon are hereinafter referred to as 'the said Property');
- h) Thereafter Mr. Bhawanji Arjan Khimji executed Trust Deed dated 21.05.1969 thereby settling the said property in a trust namely Bhawanji Arjan Khimji Family Trust for beneficiary of Miss. Sarojini Vaman Tambe. According to the provisions of the said Trust Deed, upon the demise of Miss. Sarojini Vaman Tambe the property was to devolve upon Son of Settler Mr. Hanskumar Bhawanji Khimji. The said Trust Deed is duly registered in the office of Sub-Registrar of Assurances at Bombay under No. BOM/R/2040 of Bom No.1 on 21.05.1969. By virtue of the said Trust Deed Shri Babubai M. Chinai, Shri Bhawanji Narsey and Shri S.M.Antani were appointed as first Trustees. The name of the said Trust was duly entered in the Property Register Card of the said property.
- i) Thereafter One of the Trustees Shri Babubai M. Chinai died at Bombay on or about 04.07.1975. As per the Trust Deed dated 21.05.1969 the continuing Trustees Shri Bhawanji Narsey and Shri S.M. Antani appointed two new Trustees Shri Shivaji K. Vikamsey and Shri Hanskumar Bhawanji Khimji. The said Deed of appointment of new Trustees is registered in the

office of Sub-Registrar of Assurances at Bombay under No. BOM/R/374/3/14 on 26.02.1976;

- j) That the beneficiary of the Trust Dated 21.05.1969 Miss Sarojini Waman Tambe expired on 14.04.1986 and hence the beneficiary Shri Hanskumar Son of Shri Bhawanji Arjun Khimji became entitled to receive the said property from the trustees of the said Trust Deed dated 21/05/1969. Accordingly, the Trustees of said Bhawanji A. Khimji Family Trust executed Transfer Deed of the said property in favour of Mr. Hanskumar Bhawanji Khimji vide Transfer Deed dated 09.06.1986. The said Transfer Deed is registered in the office of Sub-Registrar, Haveli No. 1 at Serial No. 577/1986. Thus, as per the desire of the settlor Shri Bhawanji Arjan Khimji and terms of the trust deed all trustees of the trust i.e. Bhawanji Arjan Khimji Family Trust transferred all right, title and interest in the said Property to the beneficiary i.e. Mr. Hanskumar Bhawanji Khimji without any monetary and valuable consideration.
- k) In view of the transfer deed the object of the Trust was satisfied and completed and the right, title and interest in the said property having been devolved upon and transferred in favour of Mr. Hanskumar Bhawanji Khimji i.e. the beneficiary of the said Trust and the Trustees of the Trust also dissolved the said Trust completely.
- l) The name of Mr. Hanskumar Bhawanji Khimji has been duly entered in property register card of the said property as the owner thereof.
- m) There was tenant namely Mr. Dinesh Jethanand Gesota on the ground floor of the said structure however he surrendered the tenancy rights in favour of the Mr. Hanskumar Bhawanji Khimji and handed over the actual, physical and vacant possession of the said tenanted premises to Mr. Hanskumar Bhawanji Khimji by executing Deed of Surrender dated 14.07.2017. The said Deed of Surrender is registered in office of Sub-Registrar, Haveli No. 2 at Serial No. 5265.

- n) Thereafter Mr. Hanskumar Bhawanji Khimji sold the said property to the Promoter i.e. M/s Prime Priorities Unit II, a partnership firm by executing Sale Deed dated 06.07.2021. The said Sale Deed is registered in the office of Sub-Registrar, Haveli No. 23 at Serial No.11789.
- o) Thereafter the Promoter obtained sanction for construction of building on the plot described in Schedule 'I' hereunder written from Pune Municipal Corporation vide Commencement Certificate No. _____ dated _____;
- a) The Promoter has accordingly commenced construction of the said building in accordance with the said sanctioned plan;
- b) The copies of the plans according to which the construction of the building and open spaces are proposed to be provided for on the said project have been annexed hereto;
- c) The 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;
- d) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority being Registration No. _____, the authenticated copy of the same is attached hereto;
- e) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building and the accepts the professional supervision of the Architect and the structural Engineer till the completion of the building;

- f) 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 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;
- g) The Allottee came to know about the said project of the Promoter and being in need of such premises approached the Promoter to allot an Apartment in the said project;
- h) The Allottee/s is/are offered an Apartment bearing number ____ on the ____ floor (hereinafter referred to as the said 'Apartment ') in the the building called "____" (hereinafter referred to as the said 'Building') being constructed in the said project, by the Promoter on the said plot;
- i) The carpet area of the said Apartment is ____ Sq.Mtrs. 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;
- j) The parties relying 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;

- k) Prior to the execution of these presents the Allottee has paid to the Promoter sum of Rs. ____/- (Rupees ____ Only) being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the 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;
- l) 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;
- m) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment.

AND NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

- 1. The Promoter shall construct the said building consisting of ____ Floors on the said plot in accordance with the plans, designs and specifications as approved by the concerned Local Authority from time to time.
- 2a)
- 2. The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell to the Allottee the said Apartment i.e. Apartment No. ____ admeasuring ____ Sq.Mtrs carpet i.e. ____ sq.ft. carpet alongwitha open balcony admeasuring ____

sq.mtrs. i.e. ____ sq.ft. on the ____ floor in the building known as "_____" as shown in the floor plan therefore hereto annexed for the consideration of ____/- (Rupees _____ Only) 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 Schedule 'II' annexed herewith) (the price of the Apartment including the proportionate price of the common areas).

3. The Promoter hereby agrees to allot to the Allottee one Mechanized car parking spaces/covered parking bearing No. ____ situated on the ____ floor.
 4. The Promoter has agreed to allot Mechanized covered parking/ covered parking No.____ to Allottee for which Promoter has not taken any consideration for the same. The Allottee shall have the right to use the said parking space exclusively. However, the Allottee shall not claim ownership rights in respect of said parking space.
- 2b) The Allottee has paid on or before execution of this Agreement a sum of Rs. ____/- (Rupees ____ only) (not exceeding 20% of the total consideration) by Cheque No. ____ dated ____ drawn on ____ Branch as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. ____/- Rupees _____ Only) in the following manner :-
- i) Amount of Rs.____/- (Rupees _____ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter within 7 days after the execution of Agreement.
 - ii) Amount of Rs. ____/- (Rupees _____ only) (not exceeding 40% of the total consideration) to be paid to the Promoter on completion of the

plinth of the building in which the said Apartment is located.

- iii) Amount of Rs. ____/- (Rupees ____ only) (not exceeding 55% of the total consideration) to be paid to the Promoter on completion of slabs including podiums and stilt of the building in which the said Apartment is located.
- iv) Amount of Rs. ____/- (Rupees ____ only) (not exceeding 60% of the total consideration) to be paid to the Promoter on Completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- v) Amount of Rs. ____/- (Rupees ____ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevations, terraces with waterproofing, of the building in which the said Apartment is located.
- vi) Amount of Rs. ____/- (Rupees ____ only) (not exceeding 95% if the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby/s, plinth provisions, paying of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the be prescribed in the Agreement of Sale of the building in which the said Apartment is located.
- vii) Balance Amount of Rs. ____/- (Rupees ____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate.

- 2c) The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the Apartment
- 2d) The total price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authorities etc. the Promoter shall enclose the said notifications/ order/rule/ regulation published / issued in that behalf to that effect along with the demand letter being issue to the Allottee which shall only be applicable on subsequent payments.
- 2f) 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 changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 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 Clause 1(a) of this Agreement.

- 2g) The Allottee authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.
- 3.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or Completion Certificate in respect of the Apartment.
- 3.2 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 installments and other dues payable by him/ her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause 1 (c) hereinabove ('Payment Plan').

4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land i.e. the said plot is ____ Sq.Mtrs. only and Promoter has planned to utilize Floor Space Index of ____ Sq.Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ Sq.Mtrs. as proposed to be utilized by him on the project land i.e. the said plot in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter by utilizing the proposed FSI, T.D.R or any other benefit and on the understanding that the declared proposed FSI, T.D.R or any other benefit shall belong to Promoter only.
- 5.1 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 @ 12% p.a. 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 @ 18% p.a. 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.
- 5.2 Without prejudice to the right of Promoter to charge interest in terms of Sub Clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/

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

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post A.D. 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 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 30 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.

6. 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 annexed hereto.
7. 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 said Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable

on demand to refund to the Allottee the amounts already received by it in respect of the said Apartment with interest at the same rate as may mentioned in the Clause 5.1 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 said Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :-

- a. Non-availability of steel, cement, other building materials, water, electric supply or labour.
- b. War, civil commotion or act of God; heavily Changes in any rules, regulations, bye - laws of various statutory bodies and authorities from time to time affecting the development and the project.
- c. Delay in grant of NOC / permission / license connection / installation and any services such as lifts, electricity and water connection and meters to the scheme/flat, road NOC or completion certificate from appropriate authority.
- d. Delay or default in payment of dues, expenses, charges, consideration by the Allottee/s under these presents.
- e. Any notice, order, rule, notification of the Government and / or public or competent authority.
- f. Pendency of any present and future litigation or order of the Court.
- g. Any act beyond control of the Promoter.
- h. Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate.

- i. Any other mitigating circumstances due to which the development of the said real estate Project is not possible.

8.1 Procedure for taking Possession:

The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said 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 Allottee, 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.

- 8.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy;

8.3 Failure of Allottee to take possession of Apartment:

Upon receiving a written intimation from the Promoter as per Clause 8.1, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such order documentation as prescribed in this Agreement and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided such Allottee shall continue to be liable to pay maintenance charges as applicable.

9. Defect Liability:

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Apartment or the building in which the Apartment is situated, 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. The word 'defect' means only the structural defect caused on account of willful neglect on the part of the Promoter and shall not mean the defect caused by normal wear and tear, negligent use of the flat by the Allottee and vagarious of nature etc. It is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, W.C. terrace etc. If any of such works are carried or any heavy load is stored in the said flat, balcony, terrace etc. any liability including the defect liability automatically shall be void and the Allottee shall be responsible for it. If, due to the Allottee's act or negligence the structure is damaged, the repairs shall be carried out by the Allottee who is responsible for such act and the Promoter shall not be liable for the same. If the amenities and facilities which are manufactured by other entity suffer from any defeat then in that case the Promoter shall not be liable for the said defect and deficiency in that case. The Allottee or association of Allottee shall make grievance against the said manufacturer and not against the Promoter.

10. The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping his/her vehicle.
11. The Allottee along with other Allottee(s) of Apartments in the building to be known by such name as the Promoter may decide and for this purpose also time to time sign and execute the application for registering and/or membership and the other papers and documents necessary for the formation and registration of the Apartment Condominium and for becoming a member, and duly fill in, sign and return to the Promoter within 7 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 of the Memorandum and/or Articles of Association, as may be required by the Registrar of Apartment Condominium or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 12.1 The Promoter shall, within 3 months of registration of the Apartment Condominium or Association as aforesaid, cause to be transferred to the Apartment Condominium all the right, title and interest of the Promoter in the said structure of the building in which the said Apartment is situated.
- 12.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land i.e. the said plot and building 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 project land i.e. the said plot and building. Until the Apartment Condominium is formed and the said structure of the building is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. ____/- per month towards the outgoing. The amount so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building is executed in favour of the Apartment Condominium as aforesaid. On such Deed of Apartment executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Apartment Condominium, as the case may be.

13. The Allottee shall pay to the Promoter a sum of Rs. ____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoter in connection with formation of the Apartment Condominium or Federation / Apex body and for preparing in rules, regulations and bye-laws and the cost of the preparing he engrossing the conveyance.

14. At the time of registration of Deed of Declaration the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Apartment Condominium or any document or instrument of transfer in respect of the structure of the said building of the building. At the time of registration of conveyance of the project land i.e. the said plot, the Allottee shall pay to the Promoter, the Allottee's share of stamp duty and registration

charges payable, by the said **Federation / Apex** body on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the **Federation / Apex body**.

15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i) The Promoter has clear and marketable title with respect to the project land i.e. the said plot; as declared in the title report annexed to this agreement and have the requisite rights to carry out development upon the project land i.e. the said plot and also have actual, physical and legal possession of the project land i.e. the said plot for the implementation of the project;
- ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii) There are no encumbrances upon the project land i.e. the said plot or the project except those disclosed in the title report;
- iv) There is no litigations pending before any Court of law with respect to the project land i.e. the said plot or project except those disclosed in the title report;
- v) All approvals, licenses and permits issued by the Competent Authority with respect to the project, project land i.e. the said plot and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals,

licenses and permits to be issued by the Competent Authority with respect to the project, project land i.e. the said plot and said building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land i.e. the said plot, building and common areas;

- vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii) The Promoter has not entered into any agreement for sale and/or Development Agreement or any other Agreement / agreement with any person or party with respect to the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement;
- ix) At the time of execution of the Conveyance Deed of the structure of the Association of Allottee the Promoter shall handover lawful, vacant, physical possession of the common areas of the structure of the Association of the Allottee;
- x) The Promoter has duly paid and shall continue to pay and discharge undisputed Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and

other outgoings, payable by the Promoter with respect to the said project to the Competent Authorities.

- xi) No notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land i.e. the said plot /or the project.

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

- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/ alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including

entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment in any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other

structural members in the Apartment without the prior written permission of the Promoter and/or the society.

- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land i.e. the said plot and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land i.e. the said plot and the building in which the Apartment is situated.
- vii) Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x) The Allottee shall observe and perform all the rules and regulations which the Apartment Condominium or Apex body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions lay down by the Apartment Condominium / Apex Body regarding the occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Apartment Condominium, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.
17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Apartment Condominium or Association or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or

assignment in law, of the said Apartments or of the said plot and building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Apartment Condominium or other body and until the project land i.e. the said plot is transferred to the Apex Body/ Federation as hereinbefore mentioned.

19. BINDING EFFECT :

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.

20. In the present transaction the Allottee approached the Promoter independently and decided to purchase the said Apartment from the Promoter. There is no real estate agent involved in the present transaction and therefore the Promoter has not given any brokerage or commission to any real estate agent under any head and therefore the name of any real estate agent is not mentioned in the present agreement.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE SUBSEQUENT ALLOTTEES :

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable and enforceable against any

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

22. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the project.

24. FURTHER ASSURANCES :

Both parties agree they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in PUNE after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at PUNE.

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

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

27. JOINT ALLOTTEES :

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

28. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGES :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said

Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

29. ENTIRE AGREEMENT :

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or local, if any, between the parties in regard to the said Apartment /building as the case may be.

30. RIGHT TO AMEND :

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

31. DISPUTE RESOLUTION :

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

32. GOVERNING LAW :

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

33. EFFECT OF LAW:

This Agreement shall always be subject to the provisions of Maharashtra Ownership Flats Act, 1963 and The Real estate Regulation and Development Act 2016 and the rules made thereunder as the case may be.

34. STAMP DUTY AND REGISTRATION :

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

The market value of the said Apartment is

A. Valuation of carpet area of the flat

B. Valuation of Balcony

C. Parking Rs._____-/- (calculated only for valuation purpose for calculation Market Value)

A+B+C= Rs._____-/-

Agreed Consideration is Rs. _____-/-

Therefore stamp Duty is paid on Market Value of Rs. _____-/-.

Zone No. is _____.

SCHEDULE 'I'

(Description of the sub plot)

All that piece and parcel of plot No.3, bearing survey No. 67/6, Final Plot No.603, corresponding to City Survey No.1243/3 admeasuring 7,260 Sq.ft. i.e. 674.81 Sq.mtrs in T.P. Scheme No.1, (Bhamburda), Shivajinagar, Pune within the limits of Pune Municipal Corporation and within the Sub Registration Taluka Haveli, District Pune, the said plot is bounded as follows -

On or towards East: Final Plot No.603 Sub Plot No.4;

On or towards South: 16 Feet road and beyond that final plot No.602;

On or towards West: By Final Plot No. 603

Sub PlotNo.2;

On or towards North: By Plot No.604.

SCHEDULE 'II'
(Description of Apartment)

All that piece and parcel of Apartment No. ____
admeasuring ____ Sq.Mtrs carpet i.e. ____ sq.ft.
carpet along with a open balcony admeasuring ____
sq.mtrs. i.e. ____ sq.ft. on the ____ floor in the
building known as "_____" to be constructed on
the sub plot which is more particularly described
in the Schedule I hereinabove written

On or towards East:

On or towards South:

On or towards West:

On or towards North:

alongwith exclusive right to use one mechanized Car
Parking bearing No. ____.

IN WITNESS WHEREOF the parties hereto have signed this
Deed on the day, month and year hereinabove written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s (including joint buyers)

- 1)
- 2)

Promoter

- 1)
- 2)

WITNESSES :

Name	Name
Signature	Signature
Address	Address