AGREEMENT FOR SALE

THIS AGREEMENT for sale of immovable property made and executed at Pune on this day of in the year 2018.					
BETWEEN					
M/S. GOKHALE PROPERTIES LLP A Limited Liability Partnership Firm registered under the provisions of The Limited Liability Partnership Act, 2008 Having its registered office at - Gokhale House, Final Plot No.61/13, Erandwane, Pune - 411 004, PAN – AASFG7678Q					
Through its duly Partner, MR. VISHAL VASANT GOKHALE, Age: 38 years, occupation: Business,					
Hereinafter referred to as 'The Promoter' (Which expressions shall unless it be repugnant to the context or meaning thereof shall mean and include the partner or partners for the time being of the said Firm and the future partners and the survivor or survivors of them and their heirs, executors, administrators of such survivor etc.) OF THE FIRST PART;					
AND					
Age Years, Occ					
PAN-					
Residing at –					
Hereinafter referred to as the "Allottee/s"					

(Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee/s, his/her/their successors and permitted assignees alone so far as the obligations on the part of the Promoter concerned.) **PARTY OF THE SECOND PART.**

AND

BHALCHANDRA APARTMENTS CONDOMINIUM

An association of apartment owners registered under the provisions of The Maharashtra Apartment Ownership Act, 1970 having its office at Kohinoor Colony, Sahakar Nagar No. 2, Parvati, Pune- 411 009

Through its President, Mr. Chandrakant Sadashiv Sant Age - 77 years, Occ. – Retired,

PAN - CFAPS5662F

Through its Secretary, Mr. Sakharam Dev Mhandi Age - 55 years, Occ. - Service

PAN - AKSPM4551E

Through their Power of Attorney holder Mr. Vishal Vasant Gokhale

Hereinafter referred to as 'The Condominium'

(Which expressions shall unless it be repugnant to the context or meaning thereof shall mean and include the said respective Condominium and its members and their heirs, successors, administrators, executors, assigns etc.) **OF THE THIRD PART**

WHEREAS, all that piece and parcel of the land bearing City Survey No. 1305 (Survey No. 88/1/5, Plot No. C2) admeasuring about 540 Sq. mtrs. situated at Sahakar Nagar No. 2, village Parvati, Taluka Pune City, District Pune within the limits of Pune Municipal Corporation and within Registration Sub District Taluka of Haveli and Registration District of Pune (which is more particularly described in Schedule-I written hereunder hereinafter referred to as the `said property') is owned by the Members of the Bhalchandra Apartment Condominium.

AND WHEREAS, the Condominium along with its members i.e. the apartment owners have entered into an Agreement for Development dated 04/09/2018 with the Promoter for redevelopment of the said

property and, the Condominium and its members / apartment owners have also executed General Power of Attorney dated 04/09/2018 in favour of the Promoter to enable it to carry out and complete the development of the said property and to sell the developed flats/apartments to the Prospective Purchaser/s except the flats/apartments to be constructed for the members of the Condominium;

AND WHEREAS the said Development Agreement and Power of Attorney both dated 04/09/2018 are duly registered at the office of Joint Sub Registrar Haveli No. 15 Pune at serial No.12265/2018 and 12266/2018 respectively on 05/09/2018;

AND	WH	IERE	EAS th	e Pro	moter	has abs	olute ri	ght, a	uthor	ity t	o de	elop
the	said	pro	operty	and	the	Promote	r has	also	got	the	Вι	uilding
cons	truct	ions	Plans	duly	appro	ved on th	ne said	prope	erty v	ide (Cert	ificate
beari	ng	No.	CC/_		/18	3 dated			issu	ed	by	Pune
Muni	cipa	l Co	rporati	on.								

AND WHEREAS, the said proposed scheme / building shall be known as "BHALCHANDRA APARTMENTS".

AND WHEREAS, the Additional Collector, Pune, had granted N.A. permissions in respect of the said property which is appearing on the Property Register Card.

AND WHEREAS, the Consenting Party has agreed to remove the said Apartments from the provisions of The Maharashtra Apartments Ownership Act, 1970 and to form a new Condominium of all flat / apartment holders/purchasers by executing a Deed of Declaration u/s.2 of the said Act and the Apartment Owners who are the Party to the Development Agreements executed in favor of the Promoter shall become the Member of the Bhalchandra Condominium to be formed by the Promoter and the said Members of Bhalchandra Apartment Condominium alongwith the prospective flat / apartment purchaser/s,

AND WHEREAS, the Allottee/s herein demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said project and also the plans, designs and specifications of the said building/s prepared by the Promoter's Architect A Design Studio, Pune, and the R.C.C. consultant J+W Consultants and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the said Act') and rules and regulations made there under. After the Allottee's enquiry, the Promoter has requested to the Allottee/s to carry out independent search by appointing his / her / their own attorney / advocate and to ask any queries, he / she / they have regarding the marketable title and rights and authorities of Promoter. The Allottee/s has / have satisfied himself / herself / themselves in respect of marketable title and right and authorities of the Promoter herein. The Allottee/s has / have given his / her / their specific confirmation that the responsibility of the title of the said plot / property shall be on the Promoter up to and until the conveyance of the said building on the said property.

AND WHEREAS, all the copies of the deeds, documents, plan/s, copy of the Certificate of Title issued by the Advocate for the Promoter etc. are given separately to the Allottee/s as required under the provisions of The Real Estate (Regulation and Development) Act, 2016 and the copies of Property Register card is annexed hereto.

AND WHEREAS the authenticated copies of the floor plan and specifications of the flat / apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked Annexure C-1 and C-2 respectively.

AND WHEREAS the Promoter has got some of approvals from the concerned local authority i.e. the plans, the specifications, elevations, sections 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 Occupation Certificate of the said Building.

AND WHEREAS 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 said property and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while construction / developing the said project has accordingly commenced construction / development of the same.

AND WHEREAS, the Allottee/s has / have agreed to purchase the said Flat / Apartment after going through all conditions stated in the plans sanctioned by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the Allottee/s strictly.

AND WHEREAS, the Allottee/s requested to the Promoter for allotment to the Allottee/s Flat / Apartment No.____ on ____ floor in the building being constructed on the said property known as "Bhalchandra Condominium" which is more particularly described in Schedule-II hereunder written and for the sake of convenience is hereinafter referred to as the `said Flat / Apartment'.

AND WHEREAS, relying upon the said Offer, and subject to whatever stated herein below the Promoter agrees to sell to the Allottee/s the said Flat / Apartment at the price and on the terms and conditions hereinafter appearing.

AND	WHEREAS	the	Promoter	has	registered	the	Project	under	the
provi	sions of the	Act wi	ith the Re	al Es	tate Regula	atory	Authori	ty vide	No.

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

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

1. The Promoter shall construct the said building consisting of ground floor parking area (stilt floor) and Six upper floors and top terrace on the said project land (said property) in accordance with the plans, designs and specifications as approved / to be 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 Flat / Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee/s hereby agree/s to purchase from the
Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat /
Apartment No admeasuring sq. mtrs. = sq. ft.
carpet area, alongwith balcony/ies admeasuring about Sq.
mtrs. = sq. ft. and attached terrace area admeasuring about
Sq. mtrs. = sq. mtrs. situated on floor in the
building known as "Bhalchandra" (hereinafter referred to as "the Flat /
Apartment ") as shown in the Floor plan thereof hereto annexed and
marked Annexure C-1 for the consideration of Rs/-
(Rupees Only) inclusive of the proportionate price
of the common areas and facilities appurtenant to the Flat / Apartment,
the nature, extent and description of the common/limited common
areas and facilities which are more particularly described in the
Schedule-III annexed herewith.

(ii) The Promoter hereby agrees to allot to the Allottee/s
covered parking bearing No
1(b) The Allottee/s has paid on or before execution of this agreement a sum of Rs/- (Rupees Only) as Earnest Money Deposit or application fee and hereby agrees to pay to the Promoter
the balance amount of consideration of Rs/- (Rupees) in the following manner:-
(i) Rs (Rupees) to be paid to the Promoter on the execution of Agreement.
(ii) Rs (Rupees) to be paid to the Promoter on completion of the Plinth of the building.
(iii) Rs (Rupees) to be paid to the Promoter on completion of the 1 st slab of the building.
(iv) Rs (Rupees) to be paid to the Promoter on completion of the 2 nd slab of the building.
(v) Rs (Rupees) to be paid to the Promoter on completion of the 3 rd slab of the building.
(vi) Rs (Rupees) to be paid to the Promoter on completion of 4 th slab of the building.
(vii) Rs (Rupees) to be paid to the Promoter on completion of the 5 th slab of the building.
(viii) Rs (Rupees) to be paid to the Promoter on completion of the 6 th slab of the building.
(ix) Rs (Rupees) to be paid to the Promoter on completion of plaster and plumbing work of the said Flat / Apartment.
(x) Rs (Rupees) to be paid to the Promoter on completion of the flooring and tiling work of the said Flat / Apartment.
(xi) Balance Amount of Rs/- (Rupees) against and at the time of handing over of the possession of the Flat /

Apartment to the Allottee on or after receipt of occupation certificate or completion certificate.

The Allottee has agreed to pay the consideration amount as agreed between the parties mutually.

- 1(c) The Total Price above excludes Stamp Duty, Registration Charges, GST and other Taxes which the Allottee/s shall be liable to pay separately.
- Total Price is escalation-free. 1(d) The save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes, 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/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(e) The Allottee/s authorize/s 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/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 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 Flat / Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat / Apartment.

- 2.2 Time is of essence for the Promoter as well as for the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat / Apartment to the Allottee/s and the common areas to the Condominium of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payment of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
- 3. The Promoter hereby declares that the Floor Space Index utilized for sanction of building is square meters available as on date of sanction of the plans and Promoter has planned to utilize Floor Space Index of _____ by availing TDR or premium FSI, paid FSI, 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 _ as proposed to be utilized by him on the said Land / Property in the said Project and the Allottee/s has / have agreed to purchase the said Flat / Apartment based on the proposed construction and sale of Flat / Apartment to be carried out by the Promoter by utilizing the proposed FSI, premium FSI, paid FSI and the TDR and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4. The Promoter hereby agrees that he shall, before handing over possession of the Flat / Apartment to the Allottee/s and in any event before execution of a conveyance/assignment of the said structure of the said building in favour of a Condominium to be formed by the allottees of Flats / Apartments in the building to be constructed on the said project land / property (hereinafter referred to as "the Condominium") make full and true disclosure of the nature of its title to

the said structure of the said building as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said building, and shall, as far as practicable, ensure that the said structure of the said buildings is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said structure of the said building, so as to enable it to convey the said structure to the said Condominium / Members of the Condominium with absolute, clear and marketable title on the execution of a conveyance/assignment of the said structure of the said building by the Promoter in favour of the said Condominium and its Members within four months of obtaining occupation certificate /completion certificate in respect of the said building or minimum 60% of the total Allottee/s in such a building have taken possession and the Promoter has received the full consideration of such allottees whichever is earlier.

After completion of the construction work and sale of all the flats/ units in the project on the said property, the Consenting Party shall remove the said property from the provisions of The Maharashtra Apartments Ownership Act, 1970 by executing and registering the instrument (Deed of removal) under Section 14 of the said Act and shall execute a fresh Deed of Declaration along with the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Promoter the Purchaser shall sign all necessary documents.

5. The Promoter hereby agrees that it shall before handing over possession of the said Land / property and building to the Condominium and its Members and in any event before execution of a conveyance/assignment / Deed of Apartment in respect of the Flat / Apartment and the ownership rights of the flat / apartment building in favour of the Members of the Condominium shall make full and true disclosure of the nature of its title to the said Land / property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land / Property, and shall, as far as

practicable, ensure that the said Land / Property is free from all encumbrances and that the Promoter has/have absolute, clear and marketable title to the said Land / Property, so as to enable it to convey, assign the ownership rights in respect of flat / apartment to the member of the Condominium with absolute, clear and marketable title within four months of registering Deed of Declaration of the said and the building constructed thereon.

- 6.1 The Allottee/s agree/s to pay to the Promoter interest at 15% per cent per annum on all the amounts 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.
- 6.2 without prejudice to right of Promoter to charge the interest in terms of sub clause (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 breach of any of the terms and conditions herein contained, the Promoter shall be entitled at its own option, to terminate this Agreement:
- 6.3 Provided that, Promoter shall give notice of seven days in writing to the Allottee/s by email at the email address provided by the Allottee/s of its 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 fail/s to rectifies 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 and upon termination of this Agreement the Promoter shall be at liberty to dispose of and sell the Flat / Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

- 6.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the Flat / Apartment which may till then have been paid by the Allottee/s to the Promoter but the Promoter shall not be liable to pay to the Allottee/s any interest on the amount so refunded.
- 7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Flat / Apartment are those that are set out in Annexure 'C-2' annexed hereto.
- 8. The Promoter shall give possession of the Flat / Apartment to the Allottee/s on or before 31st day of March 2021. If the Promoter fails or neglects to give possession of the Flat / 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 Flat / Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,
- 9. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat / Apartment on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -
- (i) non-availability of steel, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

- 10.1 Procedure for taking possession The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat / 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 Flat / 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 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/s in writing within 7 days of receiving the occupancy certificate of the Project.
- The Allottee/s shall take possession of the Flat / Apartment within 15 days of the Promoter giving written notice to the Allottee/s intimating that the said Flat / Apartment is ready for use and occupation:
- Apartment: Upon receiving a written intimation from the Promoter as per clause 10.1, the Allottee/s shall take possession of the Flat / 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 Flat / Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 10.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 10.4 If within a period of five years from the date of handing over the Flat / Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any defect in the Flat / Apartment or the building in which the Flat / Apartment are situated or the material used therein, 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/s shall be entitled to receive from the Allottee(s)

compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

- 11. The Allottee/s shall use the Flat / 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 or parking the Allottee's own vehicle.
- 12. The Allottee/s along with other allottee(s) of Flat / Apartment in the building shall join in forming and registering the Condominium to be known as ""BHALCHANDRA APARTMENT"" 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 the registration of the Condominium or and for becoming a member, including the bye-laws of the proposed Condominium 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 Allottee/s. 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, as the case may be, or any other Competent Authority.
- 13.1 The Promoter shall, within three months of registration of the Condominium, as aforesaid, cause to be transferred to the Condominium all the right, title and the interest of the Promoter and/or the owners in the said structure of the Building in which the said Flat / Apartment is situated.

- 13.2 The Promoter shall, within four months of registration of the Condominium on obtaining completion / occupation certificate as aforesaid, cause to be transferred the flats / apartments to the Members of the Condominium all the right, title and the interest of the Promoter in the said project building along with undivided interest in the said land / property proportionately.
- 13.3 Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Flat / Apartment is ready for use and occupation, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat / Apartment) of outgoings in respect of the said land and Building/s 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 land and buildings. Until the Condominium is formed and the said structure of the building/s is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional monthly contribution towards the outgoings. The Allottee/s shall also be liable to pay GST, if applicable separately. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of the structure of the building is executed in favour of the Condominium as aforesaid. On such conveyance/assignment being executed for the structure of the buildings the aforesaid deposits (less deduction provided for in this Agreement) shall be paid by the Promoter to the Condominium, as the case may be. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee/s shall be regarded as the

default on the part of the Allottee/s and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.

- 14. The cost of the flat / apartment is inclusive of the following amounts:-
- (i) formation and registration of the Condominium.
- (ii) deposit towards Water connection, Electric, and other utility and services connection charges
- 15. At the time of registration of Conveyance / Deed of Apartment in respect of the flat / apartment along with undivided interest in the land / property and common areas and facilities the Allottee/s shall pay to the Promoter the Allottees' share of stamp duty and registration charges on such conveyance / Deed of Apartment or on any document or instrument of transfer in respect of the said flat / apartment and common areas and facilities.

16.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i) The Condominium and its members have clear and marketable title with respect to the said Land / Property as declared in the Title Certificate annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said Land / Property pursuant to the registered Development Agreement executed by the Condominium and its Members in respect of its land / property described in Schedule-I hereunder written and they have handed over actual, physical and legal possession of the said Land / Property to the Promoter for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent, local, municipal 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 litigations pending before any Court of law with respect to the said Land / Property or Project;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land / Property and said building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land / Property 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 Land, Property, Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, property including the Project and the said Flat / Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat / Apartment to the Allottee/s in the manner contemplated in this Agreement;
- ix. At the time of execution of Deed of Apartment / Conveyance Deed of the flat / apartment alongwith the undivided interest in common areas and facilities the Promoter shall handover lawful, undivided, vacant, peaceful, physical possession of the common areas of the Structure to the respective Allottee/s in building specifically mentioned in the Annexure.

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land / property) has been received or served upon the Promoter in respect of the said Land / property and/or the Project except those disclosed in the title report.
- 16.2 The Allottee/s for himself / herself / themselves with intention to bring all persons into whosoever's hands the Flat / Apartment may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Flat / Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat / Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat / 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 Flat / Apartment is situated and the Flat / Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Flat / 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 Flat / 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 Flat / Apartment is situated, including entrances of the building in which the Flat / Apartment is situated and in case any damage is caused to the building in which the Flat / Apartment is

situated or the Flat / Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Flat / Apartment and maintain the Flat / Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat / Apartment is situated or the Flat / 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/s committing any act in contravention of the above provision, the Allottee/s 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 Flat / 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 Flat / Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat / Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat / 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 Flat / Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat / Apartment without the prior written permission of the Promoter and/or the Condominium.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat / 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 Flat / Apartment in the

compound or any portion of the said land and the building in which the Flat / Apartment is situated.

- vii. Pay to the Promoter within fifteen days of demand by the Promoter his / her / their (Allottee's) 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 Flat / 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 Flat / Apartment by the Allottee/s to any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat / 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/have intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Condominium 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 Flat / 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 Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Condominium regarding the occupation and use of the Flat / Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till the execution of Deed of Apartment / Conveyance of the said flat / apartment alongwith undivided interest in common areas and facilities in favour of the Allottee/s, 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 the flat / apartment and upon the said land and 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, if any, received by the Promoter from the Allottee/s as advance or deposit, sums received towards the out goings, 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 Flat / Apartment s or of the said Plot and Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the Flat / 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 formation of Condominium and sale of the flat / apartment along with undivided interest in the common areas and facilities.

19. BINDING EFFECT

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 sign/s and deliver/s 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) fail/s 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 7(Seven) 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.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

23. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

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

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

25. FURTHER ASSURANCES

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

26. 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/s, in 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. Hence this Agreement

shall be deemed to have been executed at Pune.

27. The Allottee/s and/or Promoter shall present this Agreement as

well as the Deed of Apartment / Conveyance of the flat / apartment

along with undivided interest in common areas and facilities at the

proper registration office for registration within the time limit prescribed

by the Registration Act and the Promoter will attend such office and

admit execution thereof.

28. 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

or notified Email ID at their respective addresses specified below:

Name of Allottee/s:

(Allottee's Address):

.

Notified Email ID:

M/s. Gokhale Properties LLP

Address: Gokhale House, Final Plot No.61/13,

Erandwane, Pune - 411 004

Notified Email ID: crm@gokhaleconstructions.com

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.

24

29. GOVERNING LAW

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

SCHEDULE-I (Description of the Property)

All that piece and parcel of the land bearing City Survey No. 1305 (Survey No. 88/1/5, Plot No. C2) admeasuring about 540 Sq. mtrs. situated at Sahakar Nagar No. 2, village Parvati, Taluka Pune City, District Pune within the limits of Pune Municipal Corporation and within Registration Sub District Taluka of Haveli and Registration District of Pune being bounded on its four sides as under:-

On or towards the

East: By Property of Sharada Apartment

South: By Open Space

West: By Property of Chandan Apartment

North: By Road

alongwith all rights of easement and appurtenances thereto and alongwith right of way for ingress and egress and along with all rights to future T.D.R. and additional F.S.I.

SCHEDULE-II (Description of the Apartment being purchased by the Allottee)

All that piece and parcel of the premises bearing Apartment No.
admeasuring sq. mtrs. = sq. ft. carpet area,
alongwith balcony/ies admeasuring about Sq. mtrs. =
sq. ft. and attached terrace area admeasuring about Sq. mtrs.
= sq. mtrs. situated on floor along with allotted
covered car parking space No admeasuring about 88 sq.ft. =
8.17 sq. mtrs. in stack / mechanical car parking system for parking
one car only in building known as "BHALCHANDRA APARTMENTS"
being constructed on the property described in Schedule-I
hereinabove. The said Flat is shown on the floor plan annexed hereto
in red color boundary line. The area of the flat is approximate. The
said flat is being bounded on its four sides as under:-

On or towards

East : By
South : By
West : By
North : By

SCHEDULE - III

A) COMMON AREAS AND FACILITIES.

·-----

- 1. The land and the open space described in Schedule I above (subject to the right of exclusive use of open spaces and car parks and other parking area to be allotted to the respective purchaser/s)
- 2. The footings, R.C.C. structures and main walls of the building.
- 3. Staircases, columns, in the building.
- 4. Common drainage, water and electrical lines.
- 5. Common ground water storage tank and overhead water reservoirs and plumbing, machinery, pumps, etc.
- 6. Lift and Lift room, and Lift duct

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 Purchaser/s is/are aware that the car parks are being allotted by the Developer to the respective Purchaser/s to avoid dispute in future and the present Purchaser/s shall not have any right to object the allotment of the car park.
- 3. Terraces adjacent to the flats / apartments if allotted / sold to the respective purchaser/s shall exclusively belong to such purchaser/s.
- 4. Other exclusive and limited common areas and facilities as mentioned in the body of this Agreement.
- 5. Passages which are not the part of specified unit/s may be exclusively allotted to those unit/s who has / have access through such passages for their exclusive or limited common use only as per the discretion and option of the Developer.

IN WITNESS WHEREOF, the parties hereto have signed below this at Pune on the day and date first mentioned hereinabove.

Photo	Thumb Impression	Signature
		M/S. Gokhale Properties LLP Through its Partner (Mr. Vishal Vasant Gokhale) THE PROMOTER
		THE ALLOTTEE/S

Photo	Thumb Impression	Signatures
		Bhalchandra Apartment Condominium
		Through its President, Mr. Chandrakant Sadashiv Sant Secretary Mr. Sakharam Dev Mhandi
		Through Power of Attorney holder Mr. Vishal Vasant Gokhale
		The Condominium

Witnesses:-

- 1) Signature -
 - Name -
 - Address -
- 2) Signature -
 - Name -
 - Address -

Specifications

Walls

- ❖ O.B.D. Paint for all internal Walls and ceilings
- Water resistant paint for external walls

Doors

- ❖ Decorative main entrance door with veneer finish
- Main door with Safety lock, night latch, tower bolt & magic eye

Flooring & Tiling

- ❖ Light Colored Vitrified tiles in all rooms
- Antiskid ceramic flooring in toilets and terraces

Windows

❖ Aluminium windows with mosquito net, safety grill

Kitchen

- Granite top kitchen platform with stainless steel sink
- Glazed / ceramic tiles dado up to lintel height
- ❖ Jaquar / Equivalent C.P. fittings

Washrooms

- ❖ Jaquar / Equivalent C. P. Fittings.
- ❖ Dado tiles up to lintel level

Electrifications

 Adequate points with branded modular switches and copper wiring (Polycab / finolex)

<u>Amenities</u>

- > Eye- Catching elevation for the building.
- > Gracefully designed entrance lobby for the building.
- Underground and overhead water tanks of adequate capacity and an automatic water level controller
- > Auto door elevator of reputed make
- > Electronic security system with video door phone
- > Solar water heater system
- ➤ Name plates and letter boxes at entrance lobby on parking floor.
- > Firefighting system, Vermiculture.
- ➤ Anti termite treatment to the Foundation of the Building.
- CCTV in Car Parking Area