

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Pune on
this ____ day of _____ 201__

BETWEEN

I) POPULAR PROMOTERS AND DEVELOPERS,

A registered Partnership Firm,

Having its office at: - 261, Rasta Peth,

Venkateshwara House, Pune- 411011.

PAN No. -

Through its Partner;

1] SHRI. SURESH MOHANLAL SHARMA,

Age – 64 years, Occ. – Business

R/at - 261, Rasta Peth, Venkateshwara House,

Pune- 411011.

PAN NO. -

AND / OR

2] SHRI. VIVEK SURESH SHARMA,

Age – 34 years, Occ. – Business

R/at - 261, Rasta Peth, Venkateshwara House,

Pune- 411011.

PAN NO. -

Hereinafter referred to or called as **"THE PROMOTER/OWNER"** (which expression unless repugnant to the context or meaning thereof shall mean and include its present partner/s, partner/s who may continue/s as the partner of the firm and person/s who may be admitted as the partner of the firm on reconstitution of the firm and on dissolution of the firm right, and obligation, under this agreement to whom allotted and partner/s heirs, executors, administrators, but does not include the partner/s who ceases to be the partner of the said firm and his/her heirs, executors, administrators, etc.)

... PARTY OF THE FIRST PART

AND

II) **1]** _____

Age – ____ years, Occupation – _____

PAN No. – _____

2] _____

Age - _____ years, Occupation - _____

PAN No. - _____

Both R/at - _____

Hereinafter referred to or called as **"THE ALLOTTEE/PURCHASER/S"** (which expression unless repugnant to the context or meaning thereof shall mean and include he / she / they / himself / herself / themselves, and his / her / their heirs executors, administrators only).

... PARTY OF THE SECOND PART

WHEREAS

AND WHEREAS All that piece and parcel of the property situate at village Pashan, Taluka Haveli Dist. Pune bearing Survey No. 1 Hissa No. 4 admeasuring 2151.09 sq.mtrs. out of totally admeasuring 00 H 31 Ares [hereinafter referred to as "Said Property"] which is more particularly described in Schedule A hereunder written.

AND WHEREAS Popular Promoter and Developers formerly known as Kishor Infra, a registered partnership firm has purchased the property admeasuring 2151.09 sqmtrs. out of total land admeasuring 00 H 31 Ares by virtue of a registered Sale Deed dt. 9/12/2013 from its erstwhile owners Mrs Shobhana Shashikumar Soman, Shri Shashikumar Tryambak Soman, Sou Pallavi Shardul Soman for self and guardian of Mast Sharv Shardul Soman and Mast Shouryan Shardul Soman and Mrs Rama Vijay Sane. The said sale deed is registered in the office of Sub Registrar Haveli No. 15 at Serial No. 8719/2013. Thereafter, Shri Shardul Shashikumar Soman has executed a Deed of Confirmation in favour of Popular Promoter and Developers formerly known as Kishor Infra on 18/12/2013 thereby confirming the execution of Sale Deed by Sou Shobhana Shashikumar Soman and others in favour of Popular Promoter and Developers formerly known as Kishor Infra. This Confirmation Deed is registered in the office of Sub Registrar Haveli No. 15 at Serial No. 9068/2013.

AND WHEREAS on 9/12/2015 Shri Laxman Sopan Nimhan, Shri Kishor Laxman Nimhan, Mrs Vandana Kishor Nimhan, Shri Sangram Laxman Nimhan and Mrs Shilpa Sangram Nimhan have retired from the partnership firm registered under the name and style Kishor Infra and Shri Rajendra Kanhaiyalal Oza continued the said partnership firm with the incoming partners Shri Vivek Suresh Sharma, Shri Suresh Mohanlal Sharma and Punakar Construction Company Pvt. Ltd. through its director Shri Suresh Mohanlal Sharma and have executed a Reconstitution of Partnership Deed on 9/12/2015 which is registered in the office of Sub Registrar Haveli No. 2 at Serial No. 9431/2015. By virtue of said Reconstitution Deed name of the firm Kishor Infra is changed as Popular Promoters and Developers. Shri Laxman Sopan Nimhan, Shri Kishor Laxman Nimhan, Mrs Vandana Kishor Nimhan, Shri Sangram Laxman Nimhan and Mrs Shilpa Sangram Nimhan have also executed a Confirmation Deed in favour of Popular Promoter and Developers formerly known as Kishor Infra and confirmed the retirement from the firm and further confirmed that, the accounts of the firm are settled fully and finally. This Confirmation Deed is registered in the office of Sub Registrar Haveli No. 2 at Serial No. 9432/2015 on 9/12/2015.

AND WHEREAS Sou Shobhana Shashikumar Soman and others have executed a Deed of Confirmation in favour of Popular Promoter and Developers through its partners on 8/8/2018 thereby confirming a Deed of Reconstitution of Partnership and further confirmed that, receipt of entire agreed consideration except the constructed to area to be allotted in the building to be constructed over the said property. This Deed of Confirmation is registered in the office of Sub Registrar Haveli No. 1 at Serial No. 6598/2018.

AND WHEREAS In pursuance of the rights acquired in the said property the Promoter/Vendor herein have floated the housing project on the said property consisting of residential flats and appurtenant common amenities in the project and absolute authority / rights to develop the said property, by constructing multistoried buildings, etc. thereon and has exclusive right to sell, lease, mortgage, etc. the flats, tenements and allot exclusive right to car parkings, terraces, reserved / restricted areas, space for advertisements on the terrace/s, space for installation tower/s of wireless communication on the top terrace of the building/s

etc. in the building/s, which is under construction or to be constructed on the said property by the Promoters and to enter into agreements with the Purchaser/s, Mortgagees, lessees, allottee etc. and to receive sale price and deposit and other charges in respect thereof.

AND WHEREAS In pursuance the sale deeds as aforesaid the Promoter / Owner has purchased the said property which is described in the Schedule hereunder written and accordingly floated the housing project on the land admeasuring 2151.09 Sq.mtrs. the description of the which is given in First Schedule hereunder written [hereinafter referred to as the "said property"].

AND WHEREAS In pursuance of the rights AND WHEREAS the OWNER/PROMOTER evolved a scheme named "**POPULAR TOWER**" thereon for constructing **multisotired building /s** on the project land having of **Ground + Stilt + above floors thereon consisting of APPROX. 100 residential flats/ units out of which ground plus stilt level floors are sanctioned as parking's and five above Floors thereon consisting of 35 Residential flats till five above floors are already sanctioned and balance approx. seven Floors thereon consisting of 65 residential flats are proposed to be sanctioned, construction of which is already started having good progress towards completion.**

AND WHEREAS the ALLOTTEE has offered for allotment of an Apartment/Flat on _____ FLOOR (hereinafter referred to as the said Apartment/Flat) in the "POPULAR TOWER" building (hereinafter referred to as the said building) being constructed in the project named "**POPULAR TOWER**" on the said project land by the Promoter/Owner.

AND WHEREAS the PROMOTER has entered into a standard agreement with an Architect Studio 55, a registered partnership firm through its Partner Shri Girish Mohile registered with the Council of Architects and such agreements is in accordance with the regulations prescribed by the said Council.

AND WHEREAS the OWNER/PROMOTER has appointed Sunil Mutalik a structural Engineer for the preparation of the structural design and drawings of the said building/s and the OWNER/PROMOTER accepts the

professional supervision of the Architect and the structural Engineer till the completion of the building/s;

AND WHEREAS on the basis of aforesaid development agreement, and power of attorney the OWNER/PROMOTER has the sole and exclusive right and authority to carry out development of the project land and to carry out acts such as to advertise the development scheme, commence, carry on and complete the development scheme, and to execute agreement/s with prospective allot-tees with the consent of the owners herein in terms of the said Development Agreement and to accept consideration from them, pass valid receipts, present the said agreement/s with the proper registration office, admit execution thereof and complete entire registration procedure, from a co-operative society or an Apartment/Flat or a joint stock company of the allot-tees of various units in the property building/s;

AND WHEREAS on demand from the Allottee, the OWNER/PROMOTER has given inspection to the Allottee of all documents of title, relating to the project land, and the plans, designs and specifications prepared by the OWNER/PROMOTER'S Architect Studio 55 and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to the said Act) and rules and regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the advocate of the OWNER/PROMOTER, authenticated copies of the village forms VI & VII & XII showing the nature of the title of the Promoter to the project land on which the Apartment/Flats are constructed or to be constructed have been annexed hereto as **Annexure A and B** respectively.

AND WHEREAS the authenticated copies of the plans as approved by the Pune Municipal Corporation vide revised commencement certificate No. CC/3640/16 dt. 22/03/2017 have been annexed hereto and marked as Annexure-____ AND also got the permission from the Collector of Pune to use the said land for non-agricultural purpose vide order No. PMH/NA/SR/256/11 dated 29/12/2013.

AND WHEREAS as mentioned above the promoter is proposing development of a Layout as a project **"POPULAR TOWER"** for **constructing** multisotired building /s **on the project land having of** Ground + Stilt + Twelve above floors thereon consisting of approx. 100 residential flats/ units out of which out of which ground plus stilt level floors are sanctioned as parking's and five above Floors thereon consisting of 35 Residential flats till five above floors are already sanctioned and balance seven Floors thereon consisting of approx. 65 residential flats are proposed to be sanctioned, construction of which is already started having good progress towards completion. Various common amenities and services are to be shared by said buildings in the project **"POPULAR TOWER"** as per the approved Layout.

AND WHEREAS the authenticated copies of the building plans of the Apartment/Flat agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure '____'**;

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time including revised permissions to minor deviations as disclosed hereinafter, so as to obtain Building Completion Certificate or Occupancy Certificate of the said _____.

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Owner/Promoter while developing the project land and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Owner/Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment/**Flat No.** _____ on _____ **FLOOR** situated in the building No. '**POPULAR TOWER**' being constructed in the said Project land;

AND WHEREAS the carpet area of the said Apartment/Flat is _____ square meters and "carpet area" means the net usable floor area of an Apartment/Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment/Flat for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment/Flat;

AND WHEREAS the Apartment/Flat also has one attached balcony/terrace of an area admeasuring ____ Sq.mtr and an enclosed balcony of area admeasuring ____ Sq.mtr. and Dry Balcony area admeasuring ____ sq.mtrs. attached to the said Apartment/Flat for the exclusive use of the Allottee.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat and the covered parking bearing No. _____ at _____ floor.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of _____/- (Rupees _____ only), being part payment of the sale consideration of the Apartment/Flat agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has

agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under section 13 of the Real Estate Regulation and Development Act and under section 4 of the Maharashtra Ownership Flats Act the Promoter is required to execute a written Agreement for sale of said Apartment/Flat with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Flat.

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

1.The Promoter proposed to construct the said buildings thereon on the project land having of **for constructing** multisotired building /s **on the project land having of** Ground + Stilt + twelve above floors thereon consisting of approx. 100 residential flats/ units out of which out of which ground plus stilt level floors are sanctioned as parking's and five above Floors thereon consisting of 35 Residential flats till five above floors are already sanctioned and balance seven Floors thereon consisting of 65 residential flats are proposed to be sanctioned, construction of which is already started having good progress towards completion and balance floors consisting of 65 residential flats will be sanctioned in the said building on the project land **(hereinafter referred to as the said building/s)** thereon which is under progress on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

The Promoter is going to obtain the revise sanction to construct the additional floors by utilizing the balance FSI of the area of land affected by road widening and loading the TDR as per DC rules in further stages of the said project without disturbing the apartment agreed to sale to

the allottee by these present. The promoter has also shown the drawing of the proposed additional construction to be carried out by obtaining sanction by availing the above said FSI and TDR from the sanctioning authority. The allottee has no objection to the same. The allottee further assure & under take to give his/her consent in 7 days on informed without any hesitation and delay if required/demanded by any authority failure to give the same in the said period it shall presumed that the allottee has consented and he has no objection for the revise sanction. Any delay made by the allottee will entitle the promoter to seek the compensation from the allottee as the said delay will going to affect the timely schedule of completion of the project.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment/Flat of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or (ii) the Promoter may make such minor additions or alterations as may be required by the Allottee, or such mionr changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat.

Details of Flat/ Tenement: _____

ON _____ FLOOR IN THE '____' BUILDING

PROJECT NAMELY "_____ " having

Carpet Area of the Flat _____ Sq. Ft. i.e. _____ Sq. Mtr.

**Carpet Area of Enclosed Balcony _____ Sq. Ft. i.e. _____
Sq.Mtr.**

Carpet Area of Attached Terrace ____ Sq. Ft. i.e. _____Sq.Mtr.

Carpet Area of Dry Terrace ____ Sq. Ft. i.e. _____ Sq.Mtr.

as shown in the floor plan thereof hereto annexed and marked Anexures for a lump sum consideration of Rs. _____/- including the proportionate of the common areas and facilities appurtenant to the

said Flat/Tenement, the expenses for obtaining electric connection from M.S.E.D. Co. Ltd., expenses for formation of society/Association etc. including share money, expenses for final conveyance deed, expenses for providing backup for lifts and common lights, subject to the encumbrance of the limited areas and facilities but excluding all expenses of Stamp Duty and Registration Fees, Goods & Service Tax (GST)etc., which will have to be paid by the Purchaser/s to the Promoter/Owner or concerned authority separately and if such amount is paid by the Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Allottee/Purchaser/s. The Flat / Tenement Purchaser/s hereby pays to the Promoter sum of Rs. 80000/- before the execution of this agreement. The nature, extent and description of the common / limited common areas and facilities / limited common areas / facilities which are more particularly described in the Schedule-II written hereunder. The Promoter herein have agreed to provide the specification in the said Flat/tenement, which are more particularly described in the Annexure annexed hereto.

ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking space bearing No. _____ situated at _____ Floor being constructed in the layout and the price of which is included in the lumpsum consideration.

1(b) The total aggregate consideration amount for the Apartment/Flat including covered parking spaces is thus Rs. _____/- [Rupees _____ only]

1(c) The allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) by Cheque No. _____ dt. _____ drawn on _____ Bank, _____ branch, Pune as advance payment and hereby agrees to pay to Promoter in following manner :

PARTICULARS OF PAYMENT –

TOTAL PRICE AND PAYMENT PLAN		
Price of Flat		
Agreement Cost		
PAYMENT SCHEDULE		

On or before execution of agreement	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On completion of the Plinth of the building	15.00%	
On Completion of 2nd Slab above the Plinth	05.00%	
On Completion of 4 th Slab above the Plinth	05.00%	
On Completion of 6 th Slab above the Plinth	05.00%	
On Completion of 8 th Slab above the Plinth	05.00%	
On Completion of 10 th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the lifts water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appurtenant land	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100%	

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment/Flat is located and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the

aggregate of the installments towards the agreed consideration mentioned in such installments.

The price overall has been arrived and agreed upon keeping in mind the promise of the purchaser to make payments as mentioned as mentioned above ("Payment Plan") irrespective of the existing work in progress and proposed stage of construction.

To be paid by the Purchaser directly to the Income Tax Department being the amount of 1% TDS on the amount of agreed consideration for the Developer as per the amended provisions of section 194-IA of the Income Tax Act.

1(d)The Total Price above excludes Stamp Duty and Registration Charges, Taxes (consisting of tax paid or payable by the Promoter by way of Goods and service tax (GST), 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 up to the date of handing over the possession of the Apartment/Flat) and which shall be borne by the allottee as and when applicable.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price

payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1(g)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.

1(h)(a) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment/Flat and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment/Flat

(b) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ Goods and Service Tax (GST) or any such tax penalties *et cetera*, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment/Flat or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such Goods and

Service tax (GST) as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of Goods and Service tax (GST) as may be directed by the Promoter. The Allottee/s shall not be entitled to possession of the said Apartment/Flat, unless he pays such amount of Goods and Service tax (GST).

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 Apartment/Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Flat.

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

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is **2151.09 square meters** only and Promoter has planned to utilize Floor Space Index as per rule of PMC 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 as proposed to be utilized by him and on sanctioned by PMC on

the project land in the said Project and Allottee has agreed to purchase the said Apartment/Flat based on the proposed construction and sale of Apartment/Flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3.2. The Promoter (without prejudice to the other rights and remedies in this agreement and in law) shall be entitled, without any reference to the Allottees and/or organization/s of the Allottees to develop the layout of the said land Commercial cum Residential '**Building**' and/or to dispose of such buildings as may be permissible.

3.3 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that -

a) the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land and/or the said buildings, either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,

b) In the said building, services such as underground water tank, Recycle Plant and MSEDCL Transformer are common building.

c) The Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land adjoining to the project land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee,

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment/Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the

amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest as specified in the Rule, 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 any default of payment of installments, the Promoter at his own option, may terminate this Agreement:

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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee after deduction of 10% of the sale consideration of the Apartment/Flat as liquidated damages, all the installments which may till then have been paid, within a period of thirty days of the termination. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement. In the event of termination of Agreement as aforesaid the Allottee will not be entitled to claim/demand any interest and/or compensation from the Promoter.

Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee on facts and in law on and/or as a result

of such termination, shall however, be adversely affected or prejudiced.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts to be provided by the Promoter in the said building and the Apartment/Flat are as set out in Annexure 'E', annexed hereto.

6. Subject to receipt of full consideration/ price, the Promoter shall give possession of Apartment/Flat to the Allottee on or before **31st December 2021 of "POPULAR TOWER"**. If the Promoter fails or neglects to give possession of the Apartment/Flat to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment/Flat with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

The promoter herein is developing the said land having common amenities and which will be completed in due course only after completion of construction of building on the said land. The promoter, assures to handover possession of the said common amenities on or before **31/12/2021**.

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

- i)war, civil commotion or act of God;
- ii)any notice, order, rule notification of the Government and/or other public or competent authority/court.
- iii)the Allotte has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- iv)any extra work/addition required to be carried in the said Flat/Apartment as per the requirement and at the cost of the Allottee,
- v)non-availability of steel, cement or any other building materials,

water or electric supply,

vi) any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land, any other reasons beyond the control of the Promoter,

7.1 Procedure for taking possession -

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartment/Flat are ready for use.

7.2 The Allottee shall take possession of the Apartment/Flat within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartment/Flat are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of [Apartment/Flat]: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Apartment/Flat 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 said Apartment/Flat to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Apartment/Flat are ready for use.

7.4 (a) The Allottee agrees and undertakes, not to demolish any internal as well as external walls or structure of the said

Apartment/Flat or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

b) Except in the event of default in 7.4(a) above, if within a period of five years from the date of handing over the Apartment/Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment/Flat or the building in which the Apartment/Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment/Flat in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment/Flat or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment/Flat by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein. That the allottee expressly agrees that the regular wear and tear of the unit / building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in

temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defects.

It is expressly agreed that before any liability is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nomination surveyor who shall survey and assess the same and shall then submit a report to state the defects in material used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

Further, where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranty are covered under the maintenance of the said unit/building and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to same.

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

8. The Allottee shall use the flat or any part thereof or permit the same to be used only for purpose of flat for residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the

Promoter to register the common organization of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed. subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining Apartment/Flat, if Any,.

Provided that, after conveying the title to the association of allottees as mentioned in above clause No.9 above, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Apartment/Flat or building which is still not sold or allotted and shall be allowed to do so without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in Clause No. 7.4(b).

(c) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges

either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,

(d) All expenses relating to such conveyance such as Stamp Duty, Registration Fees and other incidentals shall be borne and paid exclusively by the Allottee/s.

9.3(a) Commencing a week after notice in writing is given by the Promoter to the Purchaser that, the said Apartment/Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely - maintenance of open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team and all other expenses necessary and incidental to the management and maintenance of the said land and building, but not covered the payment of taxes, being property tax payable to the concerned local authority in respect of the tenement, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual tenement as well as water meter bills for individual tenement and internal maintenance of the tenement. the Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

Common Maintenance for the building the Promoter herein have decided to have Rs. 04/- per sq. ft. per month X Total Usable floor area of the said Apartment/Flat + GST for period of 24 months. OR Allottee have to deposite amount of Rs with Promoter for One Time Maintanance and this amount will be handover by Promoter to Proposed Society of Building for use of essential Maintanance of the Building from the Interest of this Corpus.

(b) The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till 1 (one) year from

registration of co-operative Society/Association. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society/Association of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then.

(c) The maintenance amount mentioned above in (a), shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the project "**POPULAR TOWER**". The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society/Association. The Allottee/s has/have been informed the certain services are common to the entire Society and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services.

(d)The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

(e)It is also clearly understood that this shall not preclude such society/association or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(f)Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

(g)Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be

levied and demanded by the Promoter and/or society and/or federal society, as case may be.

(h)The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment/Flat.

(i)All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Allottee/Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(j)The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

(k)The Allottee hereby agrees and confirms that the Promoter shall be availing water supply for the buildings on the said Project land/ project **"POPULAR TOWER"** from the PUNE MUNICIPAL CORPORATION. However, in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

It is agreed by the Allottee that if the above amount would become insufficient then the Allottee agrees to pay further and additional amount, if any to the Promoter.

10. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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

including the Project and the said [Apartment/Flat] 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/Flat] to the Allottee in the manner contemplated in this Agreement;

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

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

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

i. To maintain the Apartment/Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat 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/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment/Flat 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/Flat 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/Flat is situated, including entrances of the building in which the Apartment/Flat is situated and in case any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat 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/Flat and maintain the Apartment/Flat 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/Flat is situated or the Apartment/Flat 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/Flat 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/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat 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/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

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 and the

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment/Flat 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/Flat 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/Flat until all the dues payable by the Allottee to Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society/Association or the Limited Company 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 Apartment/Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment/Flat 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 a conveyance of the project land on which the building in which Apartment/Flat is situated is executed in favour of Co-operative Housing Society/Association, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

12. 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 Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

13. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment/Flats and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment/Flat 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 Society/Limited Company or other body and until the project land is transferred as hereinbefore mentioned.

14. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

b. The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

c. The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

(d) The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

(e) However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

15. PURCHASER'S DECLARATIONS:

(a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

(b) It is hereby declared that, sanctioned Layout, building plan and the floor space index (FSI) at Annexure as on date and proposed FSI and proposed alterations in the **"POPULAR TOWER"** as well as Project land as per Layout Plan have been shown to the Allottee. The Promoter herein has made full disclosures to the Allottee as to the deviations in the Plan at Annexure. The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the Project land as well as in of the plans of the building as shown in Plan at Annexure.

(c) The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.

(d) As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.

(e) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "**POPULAR TOWER**" on the said project land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment/Flat to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(f) The Allottee herein declares that in "**POPULAR TOWER**" project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities, and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,

(g) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "**POPULAR TOWER**" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the

above neon signboard, at the discretion of the Promoter.

(h) All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee. The Allottee shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

(i) The Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

(j) Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment/Flat, building in the Project "**POPULAR TOWER**" before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc. and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

16. It is agreed by the Parties herein after completion of construction, there shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartment/Flats remaining unsold in the buildings on the Project land, either till sale of such Apartment/Flats or till 1 year from the date of completion certificate from the competent authority whichever is earlier.

17. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee

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

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

20. 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 to and enforceable against any subsequent Allottees of the [Apartment/Flat], in case of a transfer, as the said obligations go along with the [Apartment/Flat] for all intents and purposes.

21. 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.

22. 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/Flat] to the total usable floor area of all the Apartment/Flats in the Project.

23. 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.

24. RESERVATIONS:

(a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment/Flat any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment/Flat purchaser and the same shall belong exclusively to such Apartment/Flat Purchaser, and the such Apartment/Flat Purchaser shall be entitled for exclusive use of such parking space, terrace space, as the case may be, to the exclusion of all other Apartment/Flat purchasers in the building or scheme.

The Allottee hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment/Flat.

(b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment/Flat or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment/Flat hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organisation. The Promoter shall be entitled to dispose of such open space, terrace, parkings, *et cetera*, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted the consent.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

(e) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment/Flat, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment/Flat or any part thereof and to make good any defects found in respect of the said Flat or the entire building or any part thereof.

25. PLACE OF EXECUTION

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

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

Name of Allottee - _____
Add : - _____

Notified Email ID: _____

Name of Promoter :- Popular Promoters and Developers
Add :- 261, Rasta Peth, Venkateshwara House,
Pune - 411011

Notified Email ID :- _____

It shall be the duty of the Allottee and the promoter to inform each

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

30. Dispute Resolution: - Any dispute between parties shall be settled Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. 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 courts will have the jurisdiction for this Agreement

STAMP DUTY PARTICULARS

Total Prescribed valuation as per Annual Ready Reckoner, 2017-18

PASHAN Tal. Haveli, Dist Pune, as described for the said Flat as mentioned in the Index.

Total agreed price Rs. _____/-

Stamp Duty (AS per Article 25 (d) (1) of the Bombay Stamp Act, 1958) on higher amount of the two above.

Rs. _____/-

Note (in the event of the prescribed value is more than the agreed price) The agreed rate is true and correct market price of the said

Apartment/Flat. The stamp duty on the difference between the agreed price and the value prescribed has been paid under protest.

FIRST SCHEDULE
[Description of Property]

ALL THAT PIECE AND PARCEL of the property bearing Survey No. 1 Hissa No. 4, totally admeasuring 00 H 31 Ares i.e. 3100 sq.mtrs. out of which the property admeasuring 2151.09 sq.mtrs. situated at village Pashan, Tal.Haveli, Dist. Pune within the limits of Sub Registration District Pune and also within the limits of Pune Municipal Corporation and bounded as under: -

On or towards the East : By property owned by Shri. Kale and Shri. Satav.

On or towards the South : By property owned by Shri. Jadhav out of S.No. 1.

On or towards the West : By Road and property owned by Shri. Bawale.

On or towards the North : By remaining property out of S.No. 1 Hissa No. 4.

Together with all rights, title and or interest, hereditaments, privileges, easements, appurtenances, right of ingress and egress, approach road etc., attached thereto.

NOTE: Boundaries as per Government Record are to be considered and the same shall prevail over.

SECOND SCHEDULE

A] COMMON AREAS AND FACILITIES:

1. The footings, RCC Structures and main walls of the building
2. Common drainage, water and electrical lines
3. Common ground water storage tanks, overhead water tanks and plumbing machinery/ pumps, automatic water level sensor etc. water tanks
4. Compound walls, passage, entrance, lobbies, staircase, fencing, gate.
5. Standard make elevator with battery backup
6. Power backup for common lights, pump, lifts
7. Firefighting system for building as per PCMC norms
8. Common electricity meters

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED
by the within-named

PROMOTER /OWNER

SIGNED AND DELIVERED
by the within-named

ALLOTTEE/S / PURCHASER/S

IN THE PRESENCE OF:-

1)

Signature _____

Name _____

Address _____

2)

Signature_____

Name _____

Address _____

SCHDULE -A

(Description of the said FLAT)

All that

FLAT No.	
Carpet Area	
Area of enclosed balcony	
Area of Attached Terrace	
Total usable floor area	
Floor	
Buiding /Name	
Covered Car Parking Number	
Area of Cavered Car Parking (Approx)	

Note: That the parking space including the parking sold to the allottee/s shall be used only for the purpose of parking.

being constructed on the said Property, more particularly described in the Schedule I written above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

ANNEXURE

(Specifications of the buildings and tenements)

FOUNDATION:-

Foundation as per the R.C.C. Consultant's recommendation.

STRUCTURE:-

R.C.C. framed earthquake resistant building structure.

FLOORING:-

2ft X 2ft Vitrified Tiles

DOORS:-

Granite Door Frames for Toilets

WINDOWS:-

Powder Coated 2/3 Track Windows with mosquito net & grill

TOILETS, BATHROOM & W.C.:-

Glazed wall tiles up to 7 FT height

Provision for exhaust fan in all bathrooms

Concealed plumbing with premium quality pipes

ELECTRICAL:

Concealed electrical copper wiring with circuit breakers

Adequate electrical points

Legrand / Anchor/ Roma or equivalent switches in all rooms

PLUMBING:

Standard C.P.fittings, Standard sanitary fixtures

Good quality concealed plumbing.

PAINTING:

Good quality semi-acrylic paint for exterior & good quality oil bound distemper in pleasing shades for interiors.

NOTE :-

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.

2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.