



// Shree Gajanan Prasanna //

ARTICLES OF AGREEMENT

THIS ARTICLES OF AGREEMENT TO SALE IS MADE AND EXECUTED AT
PUNE ON THIS _____ DAY OF _____ IN THE YEAR 2017,

BETWEEN

M/S. YASH DEVELOPERS

Proprietary Firm

Office Address: Office No. 9,R. M. Corner, Paud Road,
Kothrud, Pune-411 038.

Through its Proprietor-

MR. SHARAD SOPAN SHENDE (PAN No. ANOPS 9717 M)

Age:- 34 Years, Occu.:- Business,Address:- Office No. 9,
R. M. Corner, Paud Road, Kothrud, Pune-411 038.

Hereinafter referred to and called as **“THE PROMOTER/ DEVELOPER”**

(which expression shall unless it be repugnant to the context or meaning
thereof be deemed to mean and include his heirs, executors, administrators
and assigns etc.) **...PARTY OF THE FIRST PART**

AND

1. _____ [PAN _____]--

2. _____ [PAN _____]--

Hereinafter referred to as the **“UNIT/FLAT ALLOTTEE/PURCHASER”**

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns etc.) **...PARTY OF THE SECOND PART**

A) WHEREAS

All that piece and parcel of the land bearing Survey No.11 Hissa No.7 area admeasuring 6,600 Sqmtrs. i.e 71,042 Sqft. assessed at Rs.00.66 Ps., situated at village **PISOLI**, Taluka Haveli, ZillaParishad and District Pune, and also within the limits of the registration Office of Sub Registrar Haveli Offices, District Pune also within the limits of Grampanchayat Pisoli, (...herein after referred to as the said "**LAND**" more particularly described in the **SCHEDULE-I** written hereunder). (The copies of V.F. No.7/7A/12 extract annexed herewith as **ANNEXURE-A**).

AND WHEREAS, the said land was previously owned by Mr.SahaduLaxman Kamthe who died on 15.01.1969 leaving behind him his legal heirs namely (i) Mr.SopanSahaduKamthe (son), (ii) Mr. Narayan Sahadu Kamthe (son), (iii) Mr. Jangal alias Raghu Sahadu Kamthe (son), (iv) Mr. NamdevSahadu Kamthe (son), (v) Mrs. KalavatiRambhauShivtare (daughter), (vi) Mrs. Anjalibai Nathu Gaikwad (daughter) and (vii) Smt. Laxmibai Sahadu Kamthe (widow) and effect of the same duly recorded in revenue records *vide* Mutation Entry No.762 dated 12.12.1969.

AND WHEREAS, thereafter widow of *late* Sahadu Laxman Kamthe viz. Smt. Laxmibai Sahadu Kamthe died on 02.08.1989, death certificate dated 16.08.2013 to that effect is duly issued by Pune Municipal Corporation effect of the same being duly recorded in revenue records *vide* Mutation Entry No.3882.

AND WHEREAS, thereafter the said Mrs. Anjalibai Nathu Gaikwad died on 31.01.2009 death certificate to that effect is duly issued Pune Municipal Corporation on 13.03.2012 effect of the same being duly recorded in revenue records *vide* Mutation Entry No.3882.

AND WHEREAS, said Mr.Sopan Sahadu Kamthe died leaving behind his legal heirs (i) Mr. Dashrath Sopan Kamthe (ii) Mr. Vasant Sopan Kamthe (iii) Mr. Shashikant Sopan Kamthe (iv) Mr. Jalindar Sopan Kamthe (Son) and Widow (v) Smt. Hausabai Sopan Kamthe and married daughter (vi) Mrs. Sindhu Tukaram Nimbalkar effect of the same duly muted in revenue records *vide* Mutation Entry no.3790.

B) AND WHEREAS, the said land was ancestrally owned by legal heirs *late* Sopan Sahadu Kamthe viz. **(A)** (i) Mr. Dashrath Sopan Kamthe (ii) Mr. Vasant Sopan Kamthe (iii) Mr. Shashikant Sopan Kamthe (iv) Mr. Jalindar Sopan Kamthe (v) Smt. Hausabai Sopan Kamthe (vi) Mrs.Sindhu Tukaram Nimbalkar, and **(B)** Mr. Narayan Sahadu Kamthe**(C)** Mr. Jangal alias Raghu

Sahadu Kamthe **(D)** Mr. Namdev Sahadu Kamthe and **(E)** Mrs. Kalavati Rambhau Shivtare (...hereinafter referred to as the said “**Previous owners**”).

AND WHEREAS, the Promoter/Developer herein by the virtue of Sale Deed dated 24.09.2013, registered in the office of Sub Registrar Haveli No. IX, Pune at Sr.No.9146/2013, registered on 05.10.2013 purchased the said land i.e. land bearing Survey No.11 Hissa No.7 admeasuring 6,600 Sqmtrs. i.e 71,042 sqft. assessed at Rs.00.66 Ps., situated at village Pisoli, Taluka Haveli, Zilla Parishad and District Pune, and also within the limits of the registration Office of Sub Registrar Haveli No.I to XXVIII, District Pune from the said previous owners along with their respective legal heirs as mentioned in that indenture.

- C) **AND WHEREAS**, by virtue of Sale Deed name of the Promoter/Developer was duly mutated in revenue record by mutation entry No. 3850 and names of the aforesaid previous owners were deleted from revenue records and thus the Promoter/Developer exclusively owns and possesses the said land more particularly described in Schedule-I written hereunder.

AND WHEREAS, the Promoter/Developer has exclusive right to develop the said land which is more particularly described in Schedule-I written hereunder by constructing multistoried building thereon at his sole discretion.

AND WHEREAS, the said Promoter/Developer decided to develop the said land, by constructing multistoried building consisting of residential flats and commercial units consists two building having basement parking + ground floor parking and shops+ eight upper floor and accordingly obtained necessary permission for construction on the said land bearing Survey No.11 Hissa No.7 admeasuring 00H.66R assessed at Rs.00.66 Ps., situated at village Pisoli, Taluka Haveli, Zilla Parishad and District Pune, and also within the limits of the registration Office of Sub Registrar Haveli No.I to XXVIII, District Pune.

- D) **AND WHEREAS**, as per the zone certificate dated 18.07.2013 the said land is under “**Residential Zone**”. (The copy of Zone Certificate annexed herewith as **ANNEXURE-B**).

AND WHEREAS, thereafter Promoter/Developer herein, got approved layout for the said land *vide* Order bearing No.रेखाकन /एनएबीपी /मौजेपिसोळी /ता.हवेली /स.नं.११/७ /संसपु/२५५१ दिनांक 30.04.2014, passed by the Assistant Director, Town Planning Pune.

AND WHEREAS, the Honorable Additional Collector of Pune *vide* its order bearing No.PMH/N/SR/994/2013 dated 21.07.2014 granted non-agricultural use along with building permission on the land admeasuring 4939.77 sq. mt. out of land admeasuring 6600 sq. mt. under the provisions of the Maharashtra Land Revenue Code, 1966. (The copy of N.A. permission/Building permission annexed herewith as **ANNEXURE-C**).

AND WHEREAS, As per sanctioned regional development plan, applicable for the Pune region which is sanctioned on 25.11.1997 and which came into force on 10.02.1998, the Said property is shown within residential zone. As per Government Notification No.TPS/1815/1204/13, Pune Metropolitan Regional Development Authority Pune is established to control all development activities within the specified periphery. As per Development Control Rules, applicable to properties situated within the periphery of Pune Metropolitan Regional Development Authority (Hereinafter referred to as "PMRDA"), out of the said property certain area is required to be kept as amenity space and as per the Development Control Rules applicable to the Said property, the Developer herein is entitle to transfer the Amenity Space Area to the Development Controlling Authority, if demanded and against that avail equivalent FSI and utilize the same for construction of the buildings on the remaining portion of the Said property alongwith permissible FSI, paid FSI for the Said property and further permissible TDR for the Said property or develop the same as per norms of the development controlling rules applicable to the said property as permitted by the Development Controlling Authority,

AND WHEREAS, there after the Promoter/Developer handed over the area admeasuring 740.00 sq. mt. for amenity space and 1660.23 sq. mt. for proposed Road out of the said land, to the Revenue Department, Govt. of Maharashtra by executing Transfer Deed/Sale Deed dated 13.04.2015 registered in the office of Sub Registrar Haveli No. I, at serial No. 2866/2015, in favour of Revenue Department, Govt. of Maharashtra

AND WHEREAS, and by virtue of above Transfer Deed/Sale Deed, name Revenue Department, Govt. of Maharashtra duly mutated in revenue record by mutation entry No. 4020, on 18.04.2015.

AND WHEREAS, thus Owner herein has become the Promoter/Developer of the said property and decided to construct a scheme/Project by name 'SHERLYN AVENUE',

AND WHEREAS, Promoter/Developer herein, has decided to construct buildings consisting of tenements on the said property and to sell such tenements to different persons on ownership basis. Accordingly, the said Promoter/Developer prepared layout of building plans of the various buildings, to be constructed on the said property, and sanction to the same is obtained from Pune Metropolitan Regional Development Authority bearing No.रेखांकन /एनएबीपी /मौजेपिसोळी /ता.हवेली /स.नं.११/७ /संसपु /२५५१दिनांक 30.04.2014, passed by the Assistant Director, Town Planning Pune and revised by P.M.R.D.A विकास परवानगी व प्रारंभ प्रमाणपत्र (मंजूर विकास नियंत्रन व प्रोत्साहन नियमावली नियम क्र. ६.६.१) जा. क्र. पीएचए/मौ.पिसोळी/सं.न.११/७/१४०८/१५ दिनांक ०९.०९.२०१५ issued by Commissioner/Chief Executive officer of Pune Metropolitan Regional Development Authority (PMRDA), with a right to develop the entire land from and out of the said property, with F.S.I./ additional F.S.I. and T.D.R. and

paid FSI as would be made available from time to time (annexed herewith as **ANNEXURE-D**).

AND WHEREAS, the Promoter/Developer proposes to utilize entire F.S.I. and TDR / Paid FSI of the said property which is permissible as per the building bye-laws and as may be revised from time to time by *the P.M.R.D.A* in the scheme known as '**SHERLYN AVENUE**'.

AND WHEREAS, said property described in the Schedule-I written hereunder are exclusively owned and possessed by the Promoter/Developer and he is the sole, absolute and lawful owners of the said property.

AND WHEREAS, by virtue of which, the said Promoters/Developers have been authorised and empowered to construct ownership scheme on the said property, described in the schedule I written hereunder and thereupon to sell Unit/Flat/s to the prospective Allottee/Purchaser/s on ownership basis, whereby they are authorised to construct Unit/Flat/s and to sell the same to the prospective Allottee/Purchaser, to appropriate sale proceeds thereof;

E)AND WHEREAS, the title of the Promoter/Developer of the said property has been investigated and Title and Search Report in respect of the said property has been issued by Adv. ShirishA.Jadhav.

AND WHEREAS, the Owner/Promoter accordingly commenced the development of the said land and construction of the building/wing-A & B thereon, under the supervision/ liasoning of **Architect- Ankur Associates** having office at, 430, Dhavalgiri ,Flat No.10,4thfloor,Opp.ShaniwarPeth police Chowky,Shaniwar Peth,Pune-411030 registered with the Council of Architects and **G.A.Bhilare& Associates** , having office at Gaurinandan Plot No.13, Shantisheela Society, Law College Road, Erandawane,Pune411004 as the **Structural Engineer**, who has drawn drawings for structures thereof, appointed by the Owner/Promoter.

AND WHEREAS, The Promoter/Developer accepts the professional supervision of the Architect, Structural Engineer, till the completion of the said building/s but the Developer/Promoter herein has reserved the right to change them or any one of them during the construction or before the completion of the building/s.

AND WHEREAS, thus the said Promoter/Developer have an exclusive right to develop the said property, which is more particularly described in Schedule -I written hereunder by constructing two multistoried building/s known as 'A' and 'B' wing thereon at their sole discretion and to sell, transfer, convey, lease, mortgage or otherwise alienate the Flats/Tenements/Apartments in the said building/s to be constructed by Promoters/Developers on the said property and to enter into agreement/deeds/documents with prospective

Allottee/Purchaser/s of such tenements and to receive the sale price, advances, booking amount, payments, deposits in respect thereof.

AND WHEREAS, the said Promoter/Developer have Proposed to construct on the aforesaid property building/s of residential Flats to be known as **“SHERLYN AVENUE”** project (hereinafter called and referred to as **“SAID BUILDING/S”**);

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

AND WHEREAS, The Promoter/Developer has in process to register the said project under the provisions of the Act with the Real Estate Regulatory Authority and copy of the sanctioned certificate shall be handed over to the Allottee/Purchaser after sanction of the said project from the said authority.

AND WHEREAS, the Unit/Flat Allottee/Purchaser/s was in need of residential premises, got knowledge of the residential project of the Promoters/Developers, accordingly Unit/Flat Allottee/Purchaser/s approached to the Promoters/Developers and express his/their willingness to purchase the said Unit/Flat ;

AND WHEREAS, the Allottee/Purchaser/s demanded from the Promoter/Developer and the Promoter/Developer has given inspection to the Allottee/Purchaser/s of all the documents of title relating to the said Schedule-I property. The said scheme, and the plans, designs and specifications prepared by the aforesaid Architects of the Developer/Promoter with due consultation with the Promoter/Developer, and the copies of various orders / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules made there under. The Allottee/Purchaser/s as Unit/Flat taker after inspection is made aware of the entire scheme as also of Owner / Developer's/Promoter's right to consume present and future increase in FSI /TDR and Paid FSI in the scheme as per DC/Building Rules of Pune Metropolitan Regional Development Authority (P.M.R.D.A)or any sanctioning authority.

AND WHEREAS the copy of the Title Certificate issued by the Advocate of the Developer/Promoter in respect of the Said entire Property on which the Flats/ Shops /Units are constructed or to be constructed and provided, copy of the 7/12 Extract, Commencement Certificate and the copy of the Plans and Specifications of the Unit/Flat agreed to be purchased by the

Allottee/Purchaser/s and approved by the concerned sanctioning authority - Pune Metropolitan Regional Development Authority(PMRDA).

AND WHEREAS, after the Allottee/Purchaser/s enquiry, the Owner/Promoter/Developer requested the Unit/Flat Allottee/Purchaser/s to carry out independent necessary search by appointing his / her/ their own Advocate and to submit any queries he / she / they had regarding the title and accordingly the Allottee/Purchaser/s has / have satisfied himself / herself / themselves about the marketable title and rights of the Promoters/Developers in respect of the said Schedule-I property, particularly regarding consumption of the all present as well as future FSI / TDR /Paid FSI that is or may be available till the entire scheme is being completed. And also right to complete construction by constructing multistoried building/s and with the knowledge of the above said, agreed to purchase the Unit/Flat as shown on the floor plan annexed hereto and hereinafter for the sake of brevity and convenience referred to as "the SAID UNIT/FLAT".

AND WHEREAS, the Allottee/Purchaser/s is/are aware of the fact that the Promoter/Developer has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of Flats / Shops / Units etc. in the said building project and the Promoter/Developer is going to develop the said property irrespective of completion of construction and irrespective of execution of Declaration and/or formation of Organization. The Allottee/Purchaser/s has / have agreed to execute a separate letter of consent to that effect at the time of execution of this Agreement and also at the time of execution of Letter of Possession on receiving full consideration by the Promoter/Developer.

AND WHEREAS, the Unit/Flat Allottee/Purchaser/s have filled written application for allotment form dated _____---- and requested to the Promoters/Developers to allot him/her/them Unit No. _____ of _____ BHK type having carpet area admeasuring _____ Square Meter, along with enclosed Balcony admeasuring _____ Square Meter, Architectural Projection admeasuring _____ Square Meter, Terrace admeasuring _____ Square Meter and Open Balcony admeasuring _____ Square Meter situated on _____ Floor in the building /wing No. "_____" i.e._____.(subject to variation not more than 3%), in the project known as "**SHERLYN AVENUE**" (which is more particularly described in Schedule II written hereunder and for the sake of convenience hereafter referred to as the "**SAID UNIT/FLAT**") ;

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

but includes the area covered by the internal partition walls of the apartment.

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/Developer a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter/Developer the balance of the sale consideration in the manner hereinafter appearing,

AND WHEREAS, relying upon the said offer and subject to whatever stated herein below, the Promoters/Developers agreed to sell to the Unit/Flat Allottee/Purchaser/s the said Unit/Flat at a price/consideration on the terms and conditions hereinafter appearing;

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

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the said Unit/Flat, and the parties hereto therefore, have executed these Agreement, to witness the terms and conditions thereof, in compliance of Section No. 4 of the MOFA and section 13 of the Real Estate (Regulation and Development) Act, 2016 and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. DISCLOSURES MADE BY THE PROMOTER TO THE ALLOTTEE/PURCHASER HEREIN:-

Prior to enter into this transaction the Promoter/Developer herein disclosed to the Allottee/Purchaser as under:

- 1.1 The Promoter/Developer herein have disclosed that the project is developed under Proprietary Firm named "**YASH DEVELOPERS**" by its sole Proprietor Mr. Sharad Sopan Shende.
- 1.2 The said Promoter/Developer herein states that, the Said property is owned and possessed by the said Promoter/Developer free from all

encumbrances, charges or claims and name of the said Promoter/Developer is shown in revenue record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The said promoter has been got investigated the rights, authority and title of the said owner/ promoter towards the Said property from Advocate and copy of the certificate title of the Said property is annexed hereto.

- 1.3 The Promoter states that, he has received Non Agricultural Permission vide Order bearing No. PMH/ NA/ SR/994/2013 PUNE dated 21.07.2014, from Collector, Revenue Branch, Pune 13 for non agricultural use of the part of the Said property for residential purpose.
- 1.4 The Promoter/Developer has represented to the Allottee/s/Purchaser/s that the Promoter/Developer has not created any mortgage /charge in the respect of said property yet but if required the Promoter/Developer can obtain loans from any bank as per his sole discretion. He does not require NOC of the Allottee/Purchaser/s.
- 1.5 The Promoter/Developer has made full disclosure to the unit Allottee/Purchaser/s that the Promoter/Developer herein has already allotted exclusive facility of open parking space to the some of the Unit Allottee/Purchasers in the Said Project as per the provisions of MOFA for booking of the units made before commencement of RERA.
- 1.6 The Promoter/Developer herein state that, for the said Project, there are common facilities and restricted common facilities and the same are more particularly stated in **Schedule III** annexed hereto.
- 1.7 The Promoter/Developer herein, state that, in the Said Project the specification for each Unit in the building are more particularly stated in **Schedule V** annexed hereto.
- 1.8 The Promoter/Developer herein to disclosed and provided to the Unit Allottee/Purchaser/s for inspection copies of demarcation plan, master layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction as per master plan is yet to be received and that the Promoter/owner will obtain the same in due course by utilizing all type of buildable potential of the Said property as per development control rules and regulations applicable for the Said Property from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.
- 1.9 The Promoter/Developer herein has disclosed as to the date of delivery of possession of the Said UNIT/FLAT to the Allottee/Purchaser/s as stated in Clause No. 8 hereunder written.
- 1.10 The Promoter/Developer herein has also informed and disclosed to the Allottee/Purchaser/s as to the nature of organization of the Allottee of the units in the Said Project to be constituted and to which title is to be passed as stated hereinabove.
- 1.11 The Promoter/Developer herein has informed and disclosed to the Allottee/Purchaser that, the Promoter/Developer has provided sufficient space out of the Said property for installation of Electricity Sub-Station and

as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Said Entire Project and will pay the necessary charges for the same. On installation of such sub-station necessary cables up to the each building will be laid down for each building and sufficient space will be provided for the energy meter for each unit and separate electrical/energy meter will be provided for each Unit/tenement as per norms of the Maharashtra Electricity Distribution Company Limited. For common area lights and electricity required for common water supply pumps, a separate energy meter will be provided. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Entire Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/Purchaser with due diligence accepted the aforesaid disclosure.

- 1.12 The Promoter/Developer herein has made full and true disclosures as aforesaid to the Allottee/Purchaser and further also requested to the Allottee/Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said property by appointing his/her/their own advocate. As required by the Allottee/Purchaser the Promoter/Developer herein has given all information to the Allottee/Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter/Developer and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter/Developer in respect of the Said property and further Promoter's rights and authority as to enter into this agreement.
- 1.13 The Promoter /Owner declares that floor space index available as on date in respect of said proprietary land is admeasuring 7691.68 sq. Mtrs including (0.2) paid FSI,
- 1.14 The Promoter/Developer herein has disclosed that he has right to Revised Building Plan/ parking plan from Local Authority/ PMRDA of the building from time to time as per his sole discretion and same shall not adversely affect the said unit.

2. DETAILS OF BUILDING AND UNIT:

- 2.1 The Promoter/Developer shall construct Building/Wing labelled as 'A' having basement parking floor + Ground Floor parking and shop + 8 upper floor (B+G & S+8) and building/wing labelled 'B' having basement parking floor + Ground floor parking and shop+8 upper floors (B+G & S+8) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 2.2 It is hereby agreed that, the Promoter/Developer shall have full power and absolute authority, if so permitted by the PMRDA and other concerned authorities to consume proposed FSI up to 3 over the said project and same shall be used to make additions to and/or construct additional building/s or structure/s or wing/s on the said Property and/or additional storey/s in any

other building/s out of the Proposed Buildings and such additional building/s/ structure/s/ wing/s/storey/s shall be the sole, exclusive and absolute property of the Promoter/Developer. The Promoter/Developer shall be entitled to dispose off such additional building/s/structure/s/ wing/s/storey/s in such manner as the Promoter/Developer may deem fit and proper in its sole and absolute discretion. The Promoter/Developer has right to add additional adjacent land area in the master layout and further entitled to add/amend/ alter/modify the layout plan of the said Property as also construct additional building/s/ structure/s/wing/s/ storey/s on the said Property or any portion or portions thereof and the Promoter/Developer shall be entitled to dispose off the premises in such additional building/ s/ structure/ s/wing/s/storey/s as the Promoter/Developer may deem fit proper in its sole and absolute discretion. The Allottee/Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the Allottee/Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause shall operate as and shall be deemed to be the consent of the Allottee/Allottee/Purchaser/s in accordance with provisions of MOFA Act.

Provided that the said variations or modifications shall not adversely affect the Unit of the Allottee/Purchaser/Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. CONSIDERATION OF THE SAID UNIT:-

3.1 Considering the present status of the construction of the building/s at site in which the said Unit is situated and further in light of the Allottee/Allottee/Purchaser agreed to pay the consideration as hereunder written, the Promoter has agreed to sell and Allottee/Allottee/Purchaser herein has agreed to purchase, Unit No. _____ of _____ BHK type having carpet area admeasuring _____ Square Meter, along with enclosed Balcony admeasuring _____ Square Meter, Architectural Projection admeasuring _____ Square Meter, Terrace admeasuring _____ Square Meter and Open Balcony admeasuring _____ Square Meter situated on _____ Floor in the building /wing No. "_____" (hereinafter referred to as "THE UNIT") more particularly described in "SCHEDULE II" written hereunder and as shown in the Floor plan thereof hereto annexed and marked Annexure 3 for the consideration of Rs. _____/- (Rupees _____ Only) including Rs. _____/- (Rupees _____ Only) being the proportionate price of the common areas and facilities and the nature, extent and description of the common areas and facilities which are more particularly described in the Annexure 5 annexed herewith. Furthermore, the Promoter has provided exclusive facility to use _____ Covered Parking Space to the Allottee/Purchaser herein.

Sr. No	Amount	Particular

1.	Rs. _____/-	10% at the time of Booking
2.	Rs. _____/-	20% within 15 days from the date of registration of these agreement
3.	Rs, _____/-	15% Upon Completion of Plinth
4.	Rs. _____/-	9 % Upon Completion of 3rd Slab
5.	Rs. _____/-	9% Upon Completion of 6th Slab
6.	Rs. _____/-	6% Upon Completion of 8th Slab
7.	Rs. _____/-	6% Upon Completion of 10nd Terrace Slab
8.	Rs. _____/-	10% Upon Completion of staircases, liftwells, lobbies upto floor level of the said unit
9.	Rs. _____/-	5% Upon Completion of external plumbing and external plaster, elevation, terraces with water proofing of the building or wing in which the said unit is situated
10.	Rs. _____/-	5% Upon Completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas aapertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said unit is located
11.	Rs. _____/-	5% Balance amount at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

	Rs. _____/-	Total

- 3.2 The Allottee/Purchaser/s hereby agree/s to pay the Developer Total consideration of Rs. _____/- (Rupees _____ Only) The above consideration is agreed considering the below payment schedule between the parties:-
- 3.3 The Total consideration above excludes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) up to the date of handing over the possession of the unit and total price of the said Unit is given considering GST input set-off impact of the said transaction. This consideration amount and the setoff mechanism have been explained to the Allottee/Purchaser by the promoter and the Allottee/Purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. There for the Allottee/Purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.
- 3.4 The Total consideration 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/Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer/ 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 Purchaser/Allottee, which shall only be applicable on subsequent payments.
- 3.5 The Promoter/Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the Completion 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 consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within

the defined limit then Promoter/Developer shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand additional amount from the Allottee/Purchaser/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 mentioned hereinabove.

- 3.6 The Allottee/Purchaser authorizes the Promoter/Developer 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/Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

4. TIME IS ESSENCE OF THE AGREEMENT:

- 4.1 Time is essence for the Promoter/Developer as well as the Allottee/Purchaser. The Promoter/Developer shall abide by the time schedule for completing the project and handing over the said unit to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchaser after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser shall make timely payments of the installment and other dues payable by him/her as mentioned herein above and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/Developer.

- 4.2 The Promoter/Developer 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 Unit to the Allottee/Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

5. SEPARATE ACCOUNT FOR SUMS RECEIVED:

The Promoter/Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee/Purchasers towards total consideration of the said unit and as advance or deposit sums received on account of the share capital for the formation of the Co-Op. society or a company or any such legal entity/organization that may be formed towards the out goings, legal charges etc. Provided that, the Developer/Promoter shall be allowed to withdraw the sums received from the Allottee/Purchasers and utilize the same as contemplated and permitted under the said RERA Act and rules and regulations made there under.

6. FLOOR SPACE INDEX (FSI):

- 6.1 The Promoter/Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 7691.68 square meters

(including 0.2 paid FSI) 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 Developer/ Promoter has disclosed the Floor Space Index upto 3 is proposed to be utilized by him on the project land in the said Project subject to sanction of concerned authority and same shall not adversely affect the said unit and Allottee/Purchaser/Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer/ Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer / Promoter only.

- 6.2 Notwithstanding anything contained anywhere in this agreement, the Allottee/s/Purchaser/s hereby declares, confirms and agrees that
- a. The Allottee/Purchaser/s hereby gives his/her/their consent to the Promoter/Developer and the Promoter/Developer has reserved all its rights to use, utilize and consume the floor area ratio / floor space index (FAR/FSI) TDR, originating from the physical area of the project land and/ or the said plot either as floating floor space index / TDR or otherwise, so also to use the same in a manner and at a location either in a phased manner or otherwise, as may be exclusively decided by the promoter. The residual FAR (FSI) in the plot of the layout not consumed will be available to the Promoter/Developer only.
 - b. If the permitted Floor Space Index or density not consumed in the buildings being put-up and / or at any time further construction on the said plot on the higher floor is allowed, the Allottee/Purchaser/s hereby allows the Promoter/Developer to put additional stores and / or consume the balance Floor Space Index in any manner the Promoter/Developer may deem fit either on this property and /or any other land of the Promoter/Developer, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.
 - c. The residual F.A.R. (F.S.I) of the said land/property not consumed will be available to the Promoter/Developer only. Similarly the Promoter/Developer shall be entitled to consume T.D.R. upon the said land as deemed fit by the Promoter/ owner and the Allottee/Purchaser/s shall not object to the same in whatsoever manner.
 - d. The Promoter/Developer alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Playground etc.
 - e. The Promoter/Developer shall also without any let, hindrance or objection on any account from the Allottee/Purchaser, be entitled to avail and utilize anywhere on the said land or in/upon the existing building/s by construction of additional floors thereon and/or proposed building/s the present or future available F.S.I/T.D.R. which they may be acquired & obtained., but it

shall not affect apartment of the Allottee/Purchaser. The Promoter/Developer shall be entitled to consume the additional/balance F.S.I. as aforesaid without the permission of the Allottee/Purchaser/s and/or the proposed Society/Condominium of Apartments in whose favour the conveyance of the said land is executed. The Promoter/Developer shall be entitled to, utilize and consume the FAR / FSI originating from the physical area of the said Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be.

- 6.3 The Promoter/Developer shall always have right and the Allottee/Purchaser/s also gives his/her/their consent to the Promoter/ owner to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots. The Promoter/Developer shall be entitle to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be, without affecting the unit ,building or amenity space which has been agreed and registered with RERA.
- 6.4 Without disturbing area of the unit the Allottee/Purchaser agreed to purchase and his right on common areas, The promoter shall be entitled to receive compensation from the Allottee/Purchaser 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 piece of land adjoining to the project land either by sub division/amalgamation and / or consumption of FAR/FSI/TDR for any building or at any location thereon, without prejudice to the right of the promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee/Purchaser.
- 6.5 The Promoter/Developer alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building/road that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation.
- 6.6 The Promoter/Developer have intimated the Allottee/Purchasers that the project may at the Promoter/Developer discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The same proposed plans will upload / has been uploaded on MAHA-RERA web site. Accordingly Promoter/Developer with intention to develop said buildings and has prepared tentative plans for the same. The Allottee/Purchaser have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or

hinder in the said development of the said buildings and shall indemnify and keep harmless the Promoter/Developer from and against any loss or damage suffered by the Promoters as a consequence of the Promoters/ owners being denied or deprived of such lawful and legitimate rights.

7. INTEREST ON DELAY PAYMENT:

If the Promoter/Developer fails to abide by the time schedule for completing the project and handing over the unit to the Allottee/Purchaser, the Promoter/Developer agrees to pay to the Allottee/Purchaser, who does not intend to withdraw from the project, interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum, on all the amounts paid by the Allottee/Purchaser till the handing over of the possession. In the event of any delayed payment being received by the Promoter/Developer from the Allottee/Purchaser/s, the Promoter/Developer shall notwithstanding any instructions to the contrary by the Allottee/Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Allottee/Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

8. DELIVERY OF POSSESSION:-

The Developer/ Promoter shall give possession of the unit/flat to the Allottee/Purchaser/s on or before _____ subject to grace period of 6 months. In the event, the Promoter/Developer fail or neglect to give possession of the said unit to the Allottee/Purchaser/s on account of reasons beyond their control as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed therein, then the Promoter/Developer shall be liable on demand to refund to the Allottee/Purchaser/s the amount/s received by them in respect of the unit/s with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum from the date the Promoter/Developer received the sum till the day the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute, whether the stipulation specified in section 8 have been satisfied or not will be referred to the Competent Authority. Till the entire amount and interest thereon is refunded by the Promoter/Developer to the Allottee/Purchaser/s they shall, subject to prior encumbrances if any, have a charge on the said unit/s Provided that the Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of:

- a) Non availability of steel, cement, other building material, water or electric supply.
- b) War, civil commotion or act of God.
- c) Any notice, order, rules, notification of the Government,
- d) Permission/NOC under Environment Clearance and/or other,
- e) Public, court or Competent Authority.
- f) Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project or unavailability of labour.

- g) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Developers/ Promoters having complied with all requirements.
- h) Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Developers/ Promoters having complied with all requirements.
- i) Delay or default in payment of dues by the Allottee/Purchaser/s under these presents (without prejudice to the right of Developers/ Promoter to terminate this agreement under clause mentioned hereinabove
- j) Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Allottee/Purchaser/s.
- k) Any circumstance beyond the control of the Developer/ Promoter.

9. PROCEDURE FOR TAKING POSSESSION:-

- 9.1 After completion of construction of the Said Unit and after receipt of completion certificate in respect of said unit, the Promoter/Developer herein shall inform in writing to the Allottee/Purchaser/s that the Said Unit is ready for use and occupation and on receipt of such intimation, The Allottee/Purchaser/s herein shall take the possession of the Said Unit within 7 days from the date of written intimation issued by the Promoter/Developer to the Allottee/Purchaser/s herein intimating that, the Said Unit is ready for use and occupation. In case the Allottee/Purchaser/Allottee fails to take possession within time, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.
- 9.2 The Promoter/Developer specifically informed the Allottee/Purchaser/s that, the Said Project is in one phases, common facilities and the construction of such common facilities will be completed in due course on _____ from the date of possession of the said Unit, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan and considering this aspect on construction of the Said Unit and written intimation as stated here to before issued by the Promoter/Developer to the Allottee/Purchaser/s herein, but it will not give ownership right to Allottee/Purchaser but will have only right to use and till handing over it to the Apex Body / Federation the promoter will have total control on all such amenities and facilities till handing-over it to Apex body/ Federation. The Allottee/Purchaser/s herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common facilities to the Said Project.
- 9.3 If the Promoter/Developer herein, fails to complete the construction of the Said Unit, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Allottee/Purchaser/s and the Promoter/Developer herein, if the Allottee/Purchaser/s has paid the consideration and other amount to the Promoter/Developer on due date and has not committed any breach of payment then only the Allottee/Purchaser/s herein shall be entitled to receive from the Promoter/Developer, compensation calculated at the rate of with the interest as per State Bank of India highest Marginal Cost of Lending rate plus

2% percent per annum consideration of the Said Unit, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the Unit is completed and ready for handing over the possession to the Allottee/Purchasers of the unit. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Unit. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Allottee/Purchaser/s, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Allottee/Purchaser/s failed to pay the due installment on due date, amount to breach of aforesaid condition and Allottee/Purchaser will not entitled to receive the aforesaid compensation.

- 9.4 It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Allottee/Purchaser/s in pursuance of this clause, the Allottee/Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter/Developer herein.

10. TERMINATION OF AGREEMENT:-

- 10.1 Without prejudice to the right of Promoter/Developer to charge interest mentioned hereinabove, on the Allottee/Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Allottee/Purchaser/Allottee to the Promoter/Developer under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/Purchaser/Allottee committing three defaults of payment reminders, the Promoter/Developer shall at his own option, may terminate this agreement.

Provided that, Promoter/Developer shall give notice of 15 days in writing to the Allottee/Purchaser, by Registered Post AD at the address provided by the Allottee/Purchaser and mail at the e-mail address provided by the Allottee/Purchaser, 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/Purchaser fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/Developer shall refund to the Allottee/Purchaser (subject to adjustment and recovery of any administrative expenses of an amount of equivalent to 10% of the total consideration and/or any other expenses incurred by the Promoter/Developer for such unit as requested by the Allottee/Purchaser or any other amount which may be payable to Developer) within a period of 30 days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee/Purchaser to the Promoter/Developer and the Promoter/Developer herein shall be entitled to deal with the said Unit with any prospective Allottee/Purchaser/s. Delay in issuance of any reminder/s

or notices from the Promoter/Developer shall not be considered as waiver of Developer absolute right to terminate this Agreement.

- 10.2 For whatsoever reason if the Allottee/Purchaser herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said Unit then, the Allottee/Purchaser/s herein shall issue a prior written notice to the Promoter/Developer as to the intention of the Allottee/Purchaser/s and on such receipt of notice the Developer/ Promoter herein shall be entitled to deal with the said Unit with prospective Allottee/Purchaser. After receipt of such notice of intention this agreement the Promoter/Developer shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.
- 10.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Unit between the Promoter/Developer and Allottee/Purchaser/s herein terminated as stated in clause 7.1 and 7.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Developer/ Promoter and Allottee/Purchaser/s herein, in respect of the said Unit, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

11. DEFECT LIABILITY:-

- 11.1 If within a period of five years from the date of handing over the Unit to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter/Developer any structural defect in the Unit or the building in which the Unit 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/Developer at his own cost and in case it is not possible to rectify such defects then the Allottee/Purchaser shall be entitled to receive from the Promoter/Developer, compensation for such defect in the manner as provided under the RERA Act. Provided however that, the Allottee/Purchaser(s) shall not carryout any alterations of the whatsoever nature in the said Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/Purchaser (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 Developer/ Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter/Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.
- 11.2 That it shall be the responsibility of the Allottee/Purchaser to maintain his unit in a proper manner and take all due care needed including but not

limiting to the joints in the tiles in his fault are regularly filled with white cement/epoxy to prevent water seepage.

- 11.3 Further where the manufacturer warranty as shown by the Promoter/Developer to the Allottee/Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/Purchaser(s) the Developer/ Promoter shall not be responsible for any defects occurring due to the same.
- 11.4 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 such as electronic items, switches, cp fittings, water purifiers, pumps etc shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the Unit and the common facilities wherever applicable.
- 11.5 That the Allottee/Purchaser has been made aware and that the Allottee/Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C° and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 11.6 That the Allottee/Purchaser/Allottee has been made aware and that the Allottee/Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes swell doors in rainy season or crumble the floor may happens and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 11.7 It is expressly agreed but before any liability of defect is claimed by or on behalf of the Allottee/Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

12. COMMON MAINTENANCE:-

- 12.1 The Promoter/Developer has proposed to collect and the Allottee/Purchaser has agreed to pay an amount of **Rs. _____/- (Rupees _____ Only)** being Twelve (12) months advance maintenance for the purpose of maintenance of Common areas and facilities listed in **Annexure 5** which are a part of the Said Project and are to be deposited by the Allottee/Purchaser/s with the Promoter/Developer. As and when the Society/Association is formed, the Promoter/Developer shall transfer the remaining amount out of the advance maintenance so

collected with him to the Society/Association as may be formed. It is further agreed by the Allottee/Purchaser herein that the Allottee/Purchaser will be liable to pay such maintenance amount irrespective of whether the physical possession of the Said Unit is taken by him/her or not and he/she shall be bound to pay the amount as soon as the Developer/ Promoter informs in writing to the Allottee/Purchaser herein that the Said Unit is ready for use and occupation. The Promoter/Developer herein specifically informed to the Allottee/Purchaser that, the Promoter/Developer has intention to handover the aforesaid maintenance to the society/societies or ad-hoc committee of tenement holders in the Said Project within one year of the completion of Entire Project.

12.2 The above mentioned maintenance charges shall include but not be restricted to following items for which it is to be utilized:

- i. Housekeeping and cleanliness.
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV, intercom. (whatever of the said are installed or provided.)
- iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building)
- iv. Common electricity bills for common area of buildings and common areas of the Society /apartment/ condominium or Association or Limited Company.
- v. Security charges.
- vi. Gardening charges.
- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses
- viii. Running expenses for clubhouse, and play grounds and equipment's thereof
- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- x. Non agricultural taxes if any applicable and any other similar taxes
- xi. Pest control expenses
- xii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xiii. Elevator repairs & maintenance contracts along with lift inspection charges.

- xiv. Fire fighting certification
 - xv. Operational and electricity charges for the sewage treatment plant for the Society /apartment/ condominium or Association or Limited Company
 - xvi. Environment clearance fees
 - xvii. Property tax for Club House
 - xviii. Repairs of the building for leakages, seepage to the property or any part thereof.
 - xix. Wear and tear charges.
- 12.3 It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee/s and/or the Society /apartment/ condominium or Association or Limited Company either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottee/Purchaser or which may be adjusted by the Promoter/Developer from the same if not paid by the Allottee/Purchasers.
- i. Society /apartment/ condominium or Association or Limited Company and managing committee administration.
 - ii. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
 - iii. Sinking fund
 - iv. Property taxes of individual / Apartments and common amenities etc.
 - v. Any other taxes, levies, cess etc. of the property,
 - vi. Any other statutory charges,
- 12.4 The maintenance amount mentioned above 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 proposed project and building. The Promoter/Developer shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society /apartment/ condominium or Association or Limited Company.
- 12.5 The Promoter/Developer herein has specifically disclosed and pointed out to the Allottee/ Allottee/Purchaser that, the Said Entire Project on the Said property is subdivided into **2 phases**. There are certain areas and facilities that are common to the like Internal roads, the common Sewage Treatment Plant, Common Entrance Gate ("Common Infrastructure Facilities") and in order to maintain the Common Infrastructure Facilities, the Developer/ Promoter has proposed to collect and the Allottee/Allottee/Purchaser has agreed to pay an amount of Rs.

_____/ - (Rupees _____ Only) towards maintenance of corpus fund and management charges to be deposited with the Developer, for the purpose of management and maintenance of the common infrastructure, facilities, areas, internal roads etc. which are common to the Said Entire Project. Such corpus will be used for aforesaid maintenance and same shall be paid by each Allottee/Allottee/Purchaser of the Unit at the time of receiving possession of the Said Unit. The Developer/ Promoter shall deposit such collective corpus into a separate bank account opened by the Developer/ Promoter for the said purpose. Upon formation of the society/s/Associations as aforesaid, such collective corpus along with accumulated interest from the bank will be transferred to a joint account of the societies/Associations which are to be formed and use the aforesaid corpus for the aforesaid purpose by the concerned societies/Associations.

- 12.6 The Allottee/Purchaser has been informed that certain services such as STP, Club House are common to the entire layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.
- 12.7 The Allottee/Purchaser has understood the entire scheme of maintenance in detail. The Allottee/Purchaser admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottee/Purchasers.
- 12.8 It is also understood that this shall not preclude such Society /apartment/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottee/Purchasers, 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.
- 12.9 Such Society /apartment/ condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottee/Purchasers, without prejudice to the other rights and powers of the promoter/ Society /apartment/ condominium or Association or Limited Company.
- 12.10 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter/Developer and/or Society /apartment/ condominium or Association or Limited Company of Allottee/Purchasers after entrustment of common maintenance by the Promoter/Developer 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, gardens or repairs thereof, the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Society /apartment/ condominium or Association or Limited Company and/or federal/ apex body, as the case may be.

- 12.11 The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter/ owner or the Society /apartment/ condominium or Association or Limited Company on behalf of the Allottee/Purchaser and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee/Purchaser 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/ owner to terminate this agreement, without prejudice to other remedies available to the Promoter / owner 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.
- 12.12 That to avoid any doubts it is agreed and understood by the Allottee/Purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the Allottee/Purchasers agrees that he/she/they shall be bound to contribute and pay to the Promoter/Developer or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter/owner and or the agency carrying out the maintenance. It is further agreed upon that the Allottee/Purchasers formed body etc shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the Promoter/Developer herein.
- 12.13 The Promoter/Developer shall keep amount by way of interest free deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Allottee/Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter's/Developer's /Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Unit/Flat holders and Building/Buildings, Insurances concerned with the individual Unit/Flat holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/ Unit Maintenance etc. of the project/building and the common facilities and amenities for 12 months are to be paid by the Unit/Flat Allottee/Purchaser/s to the Promoter/Developer. all the members of the Society /apartment/ condominium or Association or Limited Company have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.
- 12.14 The Promoter/Developer will maintain two separate accounts i.e. one for the maintenance of the common amenities and other for maintenance of

- buildings/phases in separate account respectively. The amount received for
- 12.15 Maintenance will be divided in a ratio of 60 : 40 i.e 60 % for maintenance of the common amenities such as Common Road, STP, DG, Common Security, Club House, 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 Etc, and 40 % for maintenance of buildings/phases such as Lift, Cleaning of building premises, Electricity for common facilities in said building security, wear and tear, Annual Maintenance contract for the building etc. The Allottee/Purchaser here by confirms that, in situation where the initial funds for maintenance in either of the above mentioned account are exhausted or if required whenever and the Allottee/Purchaser will have to pay the required amount in his proportionate share towards the maintenance of the common areas and phases of the entire layout even after 12 months as defined by the Society /apartment/ condominium or Association or Limited Company/ Promoter/Developer, either to the Society /apartment/ condominium or Association or Limited Company or Promoter as the case may be for the smooth functioning and maintenance of the Society /apartment/ condominium or Association or Limited Company and / or common area and of entire layout.
- 12.16 The remaining funds will be handed over to the Apex body and Society/Phase/ Buildings separately and the maintenance for the same will be carried out by the Allottee/Purchaser of the said Society/Phase/ Buildings and it will not be the responsibility of the promoter to maintain the said Society /apartment/ condominium or Association or Limited Company/Phase/ Buildings from the date of handing over it to the Allottee/Purchaser or their association.
- 12.17 The Allottee/Purchasers authorizes the Promoter/Developer to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter/Developer deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.
- 12.18 This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Allottee/Purchaser/s with regard to his open space / attached terrace / garden and / or provisionally allocated parking space as aforesaid (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) and that the user of each of such unit/s and the rights in relation thereto of each Allottee/Purchaser/ owner shall be subject to all the rights of the other Allottee/Purchaser in relation to his unit/s. None of the Allottee/Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or occupy the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company, acquired by any Allottee/Purchaser/s, as aforesaid nor should he do or cause to be done anything where by such Allottee/Purchaser if concerned is prevented from

using and occupying the said terrace / garden /car parking space (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid or the rights of such Allottee/Purchaser/ owner if concerned, to the same are in any manner affected or prejudiced.

- 12.19 Correspondingly, the Allottee/Purchaser/s covenants that they shall exercise their rights consistently with the rights of the other Allottee/Purchaser/s and shall not do anything whereby the Allottee/Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) or whereby the rights of the other Allottee/Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid are in any manner affected or prejudiced. Any Allottee/Purchaser who has purchased covered parking will not park his/her/their vehicle in common area.

13. WATER SUPPLY:

It is clarified that the Promoter/Developer shall make necessary arrangement for water connection of the said building and further potable water supply is to be provided by concerned government authorities, and shall be made available to the said Proposed Buildings by such authorities. The Allottee/Purchaser/s is/are further made aware that potable water supply is provided by concerned government authorities, and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Promoter/Developer has not represented to the Allottee/Purchaser/s or undertaken to the Allottee/Purchaser/s that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

14. FORMATION OF ORGANIZATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID PROPERTY:

- 14.1 There are 2 multi storied buildings / wings of the building consisting of various residential units, Club house, Party Lawn etc. Considering Developer/ Promoter herein developing the Said Property in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, the Promoter/Developer herein shall form Co-operative Housing Societies or Associations of Apartment or companies of unit holders for residential Units in the Said project known "**SHERLYN AVENUE**" of the Said Entire Project or as permitted and sanctioned by concerned Co-Operative Societies Registrar.
- 14.2 It shall be the sole discretion of the Promoter/Developer either to form a cooperative society under the Maharashtra Co-operative Societies Act,1960, and/or admit or cause to be admitted the Allottee/Purchaser

herein in the said Society as a member and/or form one or more associations of Unit/Flat Allottee/Purchasers under the Maharashtra Apartment Ownership Act,1970, by submitting the concerned portion of or the said Property with the buildings thereon, to the provisions thereof, in the event an association of unit owners is formed on submission of the part of the said Property and the buildings constructed thereon,

- 14.3 Each tenement shall have undivided share in the form of percentage, arrived at on the basis of the outer surface area of the given Unit to the total area of all the tenement in the entire scheme, in the said Property and in the common areas and facilities.
- 14.4 In the event the Promoter/Developer a separate one or more cooperative housing societies for residential or more buildings, the Allottee/Purchaser /s shall become a member thereof, and the proposed Society, the Members and the Promoter/Developer shall execute or caused to be executed a conveyance in the nature of sale of the said Property and the buildings thereon; in part or otherwise, in favour of such society or societies, as the case may be.
- 14.5 If so decided and for better administration of the complex, for each building, there may be formed a separate co-operative housing society. All such co-operative housing societies shall form themselves into a 'federal society'.
- 14.6 The execution of the conveyance of the tenements, buildings and the property in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Allottee/Purchaser and the unit being purchased by him vis a vis the Promoter/Developer.

15. CONVEYANCE DEED:

- 15.1 On the completion of all the buildings and their wings, extensions and phases, etc; AND on the promoters receiving the entire payment / charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Allottee/Purchaser of the units in the Scheme, within 1 year from receipt of occupancy **certificate from local Authority of entire project** the Promoter/Developer shall convey the structure to Society /apartment/ condominium or Association or Limited Company.
- 15.2 The Promoter/Developer shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said land comprised in favour of the proposed Cooperative Housing Society /apartment/ condominium or Association or Limited Company, within 1 year from the receipt of the occupancy certificate of last building, subject to force majeure or the circumstances beyond the control of the Promoter/Developer and also subject to reasonable extension and also subject to the Rights of the Promoter/Developer to dispose of the remaining Apartments and parking, if any.

- 15.3 Provided that, after conveying the title to the association of Allottee/Purchasers as mentioned in above clause, the promoter/ owner shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Society /apartment/ condominium or Association or Limited Company without any restriction on entry of the building and development of common areas:
- 15.4 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 the above Clause.
- 15.5 Under no circumstances, the Allottee/s or the organization of the Allottee/Purchasers shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee /s 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 Allottee/Purchaser/organization of Allottee/Purchasers.
- 15.6 In the case of a layout, the said conveyance shall, till such time as the entire development of the layout is completed, be only in respect of the structures of the buildings. Floor Space Index consumed in such building, subject to the right of the Promoter/Developer to dispose of the remaining flats, if any, and receipt of the entire consideration amount further, be subject to the right to use, in common, the internal access roads and recreation areas developed or to be developed in the layout and with the right to use of the open spaces allocated to such building or buildings in terms of the agreement for sale executed by the promoter/owner and the respective Unit/Flat Allottee/Purchasers:
- 15.7 The Promoter/Developer shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority
- 15.8 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/Developer shall be binding upon the Allottee and on the organization of the Allottee. The Allottee/Purchaser/s shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.
- 15.9 The Allottee/Purchaser and the organization of the Allottee/Purchaser 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.

16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- 16.1 The Promoter/Developer 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;
- 16.2 The Promoter/Developer 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;
- 16.3 The Promoter/Developer has represented to the Allottee/Purchaser that the Promoter/Developer has not created any mortgage /charge in the respect of said property yet but if required the Promoter/Developer can obtain loans from any bank as per his sole discretion. He does not require NOC of the Allottee/Purchaser/ Allottee.
- 16.4 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/Developer 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;
- 16.5 The Promoter/Developer 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/Purchaser created herein, may prejudicially be affected;
- 16.6 The Promoter/Developer 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 Unit which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- 16.7 The Promoter confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Allottee/Purchaser in the manner contemplated in this Agreement;
- 16.8 The Promoter/Developer has made full disclosure to the unit Allottee/Purchaser that the Promoter herein has already allotted exclusive

facility of open parking space to the some of the Unit Allottee/Purchasers in the Said Project as per the provisions of MOFA for booking of the units made before commencement of RERA.

- 16.9 At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchaser the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchaser/Allottee/s;
- 16.10 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;
- 16.11 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/Developer in respect of the project land and/or the Project except those disclosed in the title report.
- 17. REPRESENTATIONS AND WARRANTIES BY THE ALLOTTEE/PURCHASER:**
The Allottee/Purchaser or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Promoter/Developer as follows:
- 17.1 To maintain the Unit at the Allottee/Purchaser own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit 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 Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- 17.2 Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.
- 17.3 To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit 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/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 17.4 Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Unit 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 Unit without the prior written permission of the Promoter/Developer and/or the Society or the Limited Company.
- 17.5 The Allottee/Purchaser/s is/ are hereby prohibited from raising any objection in the matter of sale of units and allotment of exclusive right to use garage, attach terrace/s, car parking/s, or any others space/s whether constructed or not and called under whatsoever name, etc., on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc., that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser/s is/are by executing these presents has/ have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 17.6 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said property and building/s/ Wing/s or any part thereof except the said unit. The Allottee/Purchaser/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/ her/ them and all open spaces, open parking spaces, lobbies, staircases, recreation spaces, Garden space etc., will remain common property and the Promoter/Developer shall be in charge of the same until the said property and building is transferred to the Owners of individual Unit/s, as hereinabove mentioned.
- 17.7 Any delay tolerated or indulgence shown or omission on the part of the Promoter/ owner in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee/Purchaser/s by the Promoter/Developer shall not be construed as the waiver on the part of the Promoter/ owner of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter/Developer.
- 17.8 The Allottee/Purchaser are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, units or otherwise in the buildings which are to be constructed on the Said property which the Promoter/Developer herein developing being one project, as well as in

amenity space and allotment of exclusive right to use garage, attached terrace/s, open car parkings, covered car parking/s, whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- 17.9 The Allottee/Purchaser herein admits and agrees that the Promoter/Developer has also reserved all its rights to develop and/or dispose of by sale or otherwise transfer, the amenity space of the layout to any person of his choice, with or without construction as may be permissible under the concerned regulations and/or surrender such amenity space to the Hon'ble Collector, Pune or concern authority as may be declared as regulatory authority, in lieu or compensation and/or additional FAR/FSI, as the case may be and the Allottee/Purchaser/s hereby irrevocably granted and shall be deemed always to have granted his/ her consent for such grant of exclusive facility and/or disposal of amenity space of the layout by the Promoter/Developer.
- 17.10 Not to enclose niches or balconies or attached terrace of the said unit at anytime by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Promoter/Developer has the right to take the appropriate action and remove such enclosure at the cost of the Allottee/Purchaser. The Allottee/Purchaser/s alone shall be solely responsible for any damage/loss caused to him/her/them or his/her/their unit in any event on account of such act and that the Promoter/Developer shall not be held responsible for the same.
- 17.11 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 Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 17.12 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- 17.13 Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, 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 Unit is situated.
- 17.14 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 Unit by the Allottee/Purchaser/Allottee for any purposes other than for purpose for which it is sold.

- 17.15 The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Allottee/Purchaser to the Promoter/Developer under this Agreement are fully paid up.
- 17.16 The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Unit s 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/Purchaser 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 Unit 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.
- 17.17 Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 17.18 Till a conveyance of the project land on which the building in which Unit is situated is executed in favour of Apex Body or Federation, the Allottee/Purchaser shall permit the Promoter/Developer 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.
- 17.19 The Promoter/Developer plan to construct a club house on a pre designated area on the part of said entire property. The under mentioned terms and conditions are essential terms and conditions such as said amenities are common for unit holders in said entire layout, on the basis of which the Allottee/Purchaser/s has/have agreed to purchase from the Promoter/Developer the said unit under and in pursuance of this agreement.
- 17.20 The Promoter/Developer hereby clarifies that it has withdrawn all its advertisements and brochures etc. in respect of the said **"Sherlyn Avenue"** project published prior to 1/05/2017 and same are not in use since then; and the Allottee/Purchaser hereby acknowledges the same. The Allottee/Purchaser/ hereby clarifies that he has relied only on the advertisements and brochures etc. in respect of the said project published by the promoter only after 1/05/2017.
- 17.21 Since the Allottee/Purchaser have opted for covered car parking and since there are limited number of Car Parking, the Allottee/Purchaser would only

exercises to use the common area parking once the right to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the Allottee/Purchaser who have not opted for covered car parking.

18. 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 and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Unit/Flat/Apartment shall be subject to all the following conditions (each/either applicable in the context of the specific sale)

- 18.1 There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
- 18.2 The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- 18.3 Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/Developer and appropriate government authorities.
- 18.4 The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.
- 18.5 The said Unit/Flat shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated parking space (which is subject to ratification by the ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the Allottee/Purchaser's own vehicle.
- 18.6 The Allottee/Purchaser/s shall not join two adjacent Unit/Flat and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Unit/Flat without any authorized permission from appropriate authority
- 18.7 The Allottee/Purchaser also agrees not to make any demand to change the existing plans. The Allottee/Purchaser / Allottee shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/Purchaser.

- 18.8 The Allottee/Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Unit/Flat to the Allottee/Purchaser/s.
- 18.9 It is specifically understood that the all the various features such as furniture layout in a unit, vegetation and plantation shown around the building/unit, color scheme, vehicles etc to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the owner/promoter to the Allottee/Purchasers.
- 18.10 In the event the Society/apartment/condominium or Association or Limited Company of unit Allottee/Purchasers of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said Society /apartment/ condominium or Association or Limited Company holders shall always be subject to the overall rights and authorities of the Promoter/Developer to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the Promoter/Developer may deem fit and proper and further agreed upon that the Promoter/Developer shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied
- 18.11 The Allottee/ Allottee/Purchaser shall not, without the written permission of the Promoter/Developer, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, 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/Developer. Any breach thereof, shall entitle the Promoter/Developer, to terminate this agreement, without prejudice to any other rights, available to the Promoter/Developer under this agreement and/or other law.
- 19. NO GRANT DEMISE OR ASSIGNMENT:**
None of the actions, concessions or indulgence shown by the Promoter/Developer shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of preemption or the right of first refusal of the Promoter/Developer, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Allottee/Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the Promoter/Developer until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter/Developer as per the terms and conditions of this agreement. The Promoter/Developer is aware that the Allottee/Purchaser may obtain loan from financial institution/s banks and the Promoter/Developer has no objection in mortgaging the said Unit/Flat to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said Promoter/Developer with financial

assistance from financial institutions/bank, the Allottee/Purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the Allottee/Purchaser, the Allottee/Purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the Promoter/Developer under the advance disbursement facility (ADF)

20. EXCLUSIVE FACILITY OF OPEN PARKING SPACES:

- 20.1 It is clarified between the Promoter/Developer and the Allottee/Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter/Developer and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the Unit/Flat Allottee/Purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the Allottee/Purchaser along with other Unit/Flat Allottee/Purchaser hereby requested the Promoter/Developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Allottee/Purchaser/s hereby authorized and give irrevocable consent to the Promoter/Developer to do such earmarking of parking space at its sole discretion and the Allottee/Purchaser/s hereby accept/s the decisions taken by the Promoter/Developer in relation to such earmarking of car parking spaces. The Allottee/Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Allottee/Purchaser/s to the said Body as a member thereof, the Allottee/Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Promoter/Developer so that the respective person/s in whose favour the Promoter/Developer has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.
- 20.2 The Allottee/Purchaser/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said Unit/Flat and will not raise any objection and/or obstruction to the allotment of parking spaces made by the Promoter/Developer to any intending Allottee/Purchaser/s.

21. USE OF THE SAID UNIT/FLAT:-

- 21.1 The Allottee/Purchaser herein shall use the Said Unit/Flat or any part thereof or permit the same to be used only for purpose of **residence/commercial**. The Allottee/Purchaser shall use the Said Unit/Flat or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any

residential Unit/Flat in the building / wing shall not use for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

- 21.2 The Allottee/Purchaser/ Allottee who has got allotted exclusive right to use covered car parking space for the Said Unit/Flat, being restricted common area, the same parking space shall use by occupant of Said Unit/Flat only for parking his / her / their own vehicle only. Similarly the parking spaces which are reserved for restricted parking spaces for the Unit/Flat, to which exclusive right to use car parking spaces are not allotted, shall be use by such Unit/Flat holders or occupiers for parking their own vehicles. The Unit/Flat holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any Unit/Flat holder / occupier in the project shall and will not entitle to park his/her/their any four wheeler vehicle in drive way or common marginal space, which is not allotted for exclusive right to use for parking four wheeler vehicle.
- 21.3 After delivery of possession of the Said Unit/Flat by the Promoter/Developer to the Allottee/Purchaser herein in terms of this present, the Allottee/Purchaser herein for whatsoever reason desire to grant the use of the Said Unit/Flat to any third party on leave and license basis or otherwise, prior written consent of the Promoter/Developer till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Allottee/Purchaser herein or owner of the Said Unit/Flat as the case may be and further copy of such instrument shall be handed over to the Promoter/Developer or society as the case may be and further the Allottee/Purchaser/Allottee herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the Said Unit/Flat.

22. PAYMENT OF TAXES, CESSSES ETC.:

- 22.1 If at any time, after execution of this agreement, the GST, Service tax and Value Added Tax (VAT) and LBT increased under respective statue by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statue/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the Said Property or the Said Unit/Flat or this agreement or the transaction herein, then it shall exclusively be paid/borne by the Allottee/Purchaser. The Allottee/Purchaser hereby, always indemnifies the Promoter/Developer from all such levies, cost and consequences.
- 22.2 From the date of Completion/Occupation Certificate or Allottee/Purchaser/ Allottee starting the use of the Said Unit/Flat, whichever is earlier the Allottee/Purchaser herein shall be liable to bear and pay all taxes, cessses in respect of the Said Unit/Flat and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for

lift if any etc. and non-agricultural assessment in respect of the Said Property to the respective authorities or/and to the adhoc committee appointed by the Promoter/owners from Allottee/Purchasers / Allottees of Unit/Flats in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter/Developer from Allottee/Purchasers who are members for the society of such building which is to be formed by the Promoter/Developer herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter/Developer is not responsible/liable to pay or share in the aforesaid expenses in respect of the unsold Unit/Flats situated in the building, construction of which is either complete or which are under construction on the Said Property.

- 22.3 The Allottee/Purchaser/ Allottee herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee/Purchaser if consideration payable by the Allottee/Purchaser to the Promoter/owner is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter/Developer or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/Purchaser/ Allottee herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income.

23. MORTGAGE OR CREATE A CHARGE OVER THE SAID UNIT/FLAT:

- 23.1 After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Unit/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/Purchaser/Allottee who has taken or agreed to take such Unit/Flat.
- 23.2 The Promoter/Developer 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/Developer.
- 23.3 The Promoter/Developer 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/Developer in favour of such bank/s and/or financial institute and/or person.
- 23.4 The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter/ owner 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.

- 23.5 However, the Promoter/Developer shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.
24. **ALLOTTEE/PURCHASERS NOT TO PART WITH THE BENEFITS OF THIS AGREEMENT OR THE SAID UNIT/FLAT:**
The Allottee/Purchaser/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoter/Developer under this agreement are fully paid up and only if the Allottee/Purchaser has not been guilty of breach of or nonobservance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoter/Developer. Upon breach of this condition by the Allottee/Purchaser/s, his assignee /transferee shall have no legal right to possess the SAID UNIT/FLAT and to enjoy the benefits of these presents and such transferee / assignee would also be subject to appropriate legal action along with such Allottee/Purchaser.
25. It is specifically understood by the Allottee/Purchaser/s that the sample Unit/Flat/Flat shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters.
26. Promoters/ owner herein are constructing building/s on the remaining portion/s of the said land/s in phases and the Allottee/Purchaser/s shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/ remuneration/ demands, etc., regarding such phase wise construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases. The Allottee/Purchaser/s has no objection and hereby given his/her/their irrevocable consent for the same.
27. **WATER SUPPLY:**
It is clarified that the Promoter/Developer shall make necessary arrangement for water connection of the said building and further potable water supply is to be provided by concerned government authorities, and shall be made available to the said Proposed Buildings by such authorities. The Allottee/Purchaser/s is/are further made aware that potable water supply is provided by concerned government authorities and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Promoter/Developer has not represented to the Allottee/Purchaser/s or undertaken to the Allottee/Purchaser/s that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
28. **RIGHT TO USE OF INTERNAL ROAD/DRIVE WAYS:-**

The Allottee/Purchaser is well aware that the developer can propose to develop the adjacent properties of the said project and by developing the adjacent properties; the Promoter/Developer is going to use the internal roads/drive ways in the said project. The developer shall use the internal roads in the project for ingress and egress along with occupants of the said building. Moreover, Common internal roads/drive ways that may lead to the said Property and which the occupants of the Proposed Buildings in the said Property would be using in common with the occupants of the neighboring building/s and any other similar common infrastructural amenities, areas, facilities or conveniences.

29. BINDING EFFECT:

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

30. ENTIRE AGREEMENT:

This Agreement (including this clause, schedules and Annexure) contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained in this Agreement. The Allottee/Purchaser hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any other agreements, allotment letter, correspondences, arrangements, advertisement or brochure by the Promoter/Developer and/or its agents to the Allottee/Purchaser and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement and supersedes the same and the terms and conditions herein contained and read and understood by the Allottee/Purchaser prior to the execution hereof alone shall be considered as having induced the Allottee/Purchaser to enter into this Agreement.

31. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/ALLOTTEE / SUBSEQUENT ALLOTTEE/PURCHASER/ALLOTTEE(S):

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 Allottee/Purchaser/Allottee s of the Unit/Flat, in case of a transfer, as the said obligations go along with the Unit/Flat for all intents and purposes.

32. PLACE OF EXECUTION:

32.1 The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee/Purchaser, in after the Agreement is duly executed by the Allottee/Purchaser and the Promoter/Developer 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.

32.2 The Allottee/Purchaser and/or Promoter/Developer 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/Developer will attend such office and admit execution thereof.

33. NOTICES:

That all notices to be served on the Allottee/Purchaser and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Promoter/Developer by Registered Post A.D and notified **Email ID & mobile no**/Under Certificate of Posting at their respective addresses specified below:

NAME ALLOTTEE/PURCHASER:

1. _____
2. _____

ADDRESS: _____

Email ID: _____

NAME OF DEVELOPER:

M/S YASH DEVELOPERS

ADDRESS: 9, R.M. Corner, Paud Road, Near Maharaja Complex, Kothrud, Pune- 411038

Email ID : yashdevelopers@yahoo.com

It shall be the duty of the Allottee/Purchaser/Allottee and the Promoter/Developer 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/Developer or the Allottee/Purchaser, as the case may be.

34. JOINT ALLOTTEE/PURCHASERS/ALLOTTEE:

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

35. STAMP DUTY AND REGISTRATION FEES:

Stamp duty, registration charges and out of pocket expenses as demanded by the Promoter/Developer in respect of this Agreement, and any other documents required to be executed by the Promoter/Developer or by the Allottee/Purchaser shall be borne and paid by the Allottee/Purchaser alone.

36. VALUATION FOR THE PURPOSES OF STAMP DUTY:

The consideration of the Said Unit/Flat as agreed between the Promoter/Developer and the Allottee/Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Unit/Flat is as stated in clause no.3 hereinabove written. This agreement is executed by the parties hereto under the provisions of The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, and rules made there under. The Said property is situated within the influence areas as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence as per The Maharashtra Stamp Act, 1958, Schedule-I, Article 25(b)(ii) read with Explanation-I, attract the stamp at 5% and further as per Section 157 of Maharashtra Zilla Parishad and Panchayat Samiti Act, 1961 additional 1% stamp duty on market value of the Said Unit/Flat of the transaction is applicable. As per ready reckoner available with Sub-Registrar Haveli the value of the Said Unit/Flat works out less than the aforesaid agreed consideration. The Allottee/Purchaser/s herein has paid proper stamp duty alongwith appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter/Developer in favour of the Society in which the Allottee/Purchaser/s will be the member in respect of the Said Unit/Flat.

Market Value: Rs. _____/-
Stamp Duty: Rs. _____/-
Registration Charges: Rs. _____/-

SCHEDULE-I
(SAID PROPERTY)

All that piece and parcel of the land bearing Survey No.11 Hissa No.7 admeasuring 6,600Sqmts i.e 71,042 Sqft. assessed at Rs.00.66 Ps., situated at

village PISOLI, Taluka Haveli, Zilla Parishad and District Pune, and also within the limits of the registration Office of Sub Registrar Haveli Offices, District Pune, also within the limits of Grampanchayat Pisoli, which is bounded as under:- (on or towards)-

East : By S.No.13,
South : By 24 mt. R.P. road & S.No.13,
West : By remaining part of S.No.11 ,
North : By remaining part of S.No.11 ,
Together with all rights, title and or interest, attached thereto.

SCHEDULE – II
(Said Unit/Flat)

A Residential Unit/Flat No.____, on the ____ Floor, building ‘A’ Having a Carpet area admeasuring approximately about i.e. ____ Sq. mtrs along with attached terrace area admeasuring approximately about i.e. ____ Sq. mtrs., in the project known as “SHERLYN AVENUE”

SCHEDULE – III

SPECIFICATIONS

COMMON AREAS AND FACILITIES

1. The land and open space described in the First schedule above (subject to the right of exclusive use of parking spaces, open space allotted or that will be allotted to various units and/ or retained by the Promoter.)
2. The staircase , Column & Footing in R.C.C. Structures
3. Common Drainage, Water and Electrical lines.
4. Common ground water storage tank and overhead water reservoirs and plumbing machinery pumps etc.
5. *Common walls, fencing and gate.*
6. *Common Clubhouse(will be handover after 60 % work completion of “B”Wing)*
7. *Lift and overhead water tank*

Schedule IV

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 Unit/Flat shall exclusively belong to such respective Unit/Flat if so specifically allotted by the Promoter. Terrace above the building shall exclusively belong to the Promoter unless allotted by the Promoter to any other Allottee/Purchaser/s.

3. **Other exclusive and limited common areas and facilities as mentioned in body of their Agreement.**
4. **Passage and Toilets/ W.C.S which are not the part of specified Units may be exclusively allotted to those Units who have access through such passage or adjacent to such toilets /W.C. for their exclusive limited common use only as per the discretion of the promoter.**

SCHEDULE V

SPECIFICATIONS

1	<u>STRUCTURE</u>	Earthquake resistant R.C.C. framed structure as per IS code.
2	<u>MASONRY</u>	6” External Brick walls, 4” Internal Brick Walls
3	<u>PLASTER</u>	External wall in sand faced Plaster & Internal wall in Gypsum Plaster.
4	<u>DOORS</u>	Decorative main door with designer fittings and latch Laminated door frame and laminated door to all other rooms. FRP Doors and Marble door Frame to toilets
5	<u>FLOORING</u>	600 mmx 600 mm vitrified flooring to all rooms & Rustic flooring to terrace.
6	<u>TOILET</u>	Rustic flooring to toilet, designer dado concepts (wall tiles) up to lintel level.
7	<u>ELECTRICAL</u>	Concealed electrification with modular switches. A/C Point TV point, telephone point in master bedrooms, Exhaust fan point in toilets and kitchen.
8	<u>PLUMBING</u>	Concealed plumbing with hot & cold Mixer of Reputed brand with adequate taps, Washing machine point in dry balcony.
9	<u>KITCHEN</u>	Granite Kitchen platform with Stainless Steel Sink Designer wall tiles up lintel Level from top of kitchen platform.
10	<u>WINDOWS</u>	Aluminum sliding windows with imported bearings & float glass with mosquito shutter & net , M.S. safety grills. For windows
11	<u>PAINTAING</u>	Internal oil bound distemper & External Apex or Santex Paint
12	<u>RAILING</u>	Stain steel & Glass railing only to the front side of attached terrace

0-0-0-0-0

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED by the above named DEVELOPER for themselves YASH DEVELOPERS PROPRIETOR through its designated Proprietor _____		
PHOTO	THUMB	SIGNATURE

SIGNED SEALED AND DELIVERED by the above named OWNERS Sharad Sopan Shende through their Constituted Attorney: YASH DEVELOPERS through its designated PROPRIETOR		
PHOTO	THUMB	SIGNATURE

SIGNED SEALED AND DELIVERED by the above named ALLOTTEES/ALLOTTEE/PURCHASERS 1. _____		
PHOTO	THUMB	SIGNATURE

2. _____		
PHOTO	THUMB	SIGNATURE

	Witnesses
1	Name : Address: Signature:
2.	Name : Address : Signature :

ANNEXTURES	
A	7/12 Extract
B	Zone Certificate
C	N.A Order
D	Commencement certificate
E	Floor Plan of said Unit
F	Title Certificate