## AGREEMENT FOR SALE

	BETWEEN			
.)	MEXUS REAL ESTATE DEVELOPERS LLP, (LLPIN-ABB-7153) (PAR ABUFM5206F), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 having its registered office at Survey N Solitaire World, Level 8, S. No. 36/1/1, Opposite Regency Classic, Mumba Bangalore Highway, Baner, Pune-411045 and office at VTP House, Survey no. 34, Vadgaon Sheri, Pune – Nagar Road, Pune – 411014 through it Authorized Signatory			
	Hereinafter collectively referred to as <b>"OWNER/PROMOTER NO.1"</b> for the sake of convenience (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the firm it partners, their successors-in-interest and permitted assigns)			
2)	<b>ASHDAN TOWNSHIP VENTURES PRIVATE LIMITED,</b> (CINU45201PN2005PTC020918) (PAN: AACCK7870M) a company incorporate under the provisions of the Companies Act, 1956 and having its registere office at Solitaire World, Level 8, S. No. 36/1/1, Opposite Regency Classic Mumbai-Bangalore Highway, Baner, Pune-411045, through its Authorize Signatory			
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.... PARTY OF THE OTHER PART;

permitted assigns)

#### WHEREAS:

- The State of Maharashtra pursuant to its Notification bearing No. TPSi) 1808/370/CR-83/08/UD-13 dated 04.04.2008, read with Corrigendum Dated 01.07.2008, Notification No. TPS-1816/CR-368/16/UD-13 dated 08.03.2019, Notification No. TPS-1814/484-12/R No. 130/14/CR-348/14/UD-13 dated 29.06.2019, Notification No. RPPune/Village-Mahalunge, Maan and Hinjewadi/ITP/TPV-1/5424 dated 25.11.2021, Notification No. RPPune/Village Mahalunge, Maan, Hinjawadi/ITP/TPV-1/3109 dated 16.06.2022 and notification bearing No. RPPune/Village Mhalunge, Maan & Hinjewadi/ITP/TPV-1/611 dated 23.12.2023 has granted Locational Clearnace for Integrated Township Project ("ITP"), for the lands bearing survey nos. 39/1, 39/2, 40/1, 40/2, 40/3, 40/4, 41/1(P), 41/4, 42/1, 42/2A, 42/2B, 42/3, 42/4, 42/5, 42/6, 42/7, 42/8(P), 42/9, 42/10, 42/13, 43/1(P), 43/2/1, 43/2/2, 44/1, 44/2, 45(P), 46/1, 46/2, 46/3, 46/4, 46/5, 46/6, 46/7, 46/8, 46/9, 46/10, 47/1, 47/2(P), 47/3(P) of village Mahalunge and survey nos. 187/3A(P), 187/3E, 187/3F, 188/1, 189/3, 189/4, 190/2, 191/1, 191/3(P), 192/1/1, 192/1/2, 192/1/3, 192/3, 193/2, 193/3, 193/4, 193/5, 194, 195/1, 195/2, 196/3, 198/1/1, 198/1/2, 199/1, 199/2, 199/3, 199/4, 200/1/1(P), 200/1/2, 200/1/3, 200/3/1, 200/3/2, 201/1, 201/2, 201/3, 201/4, 202(P), 203/1, 203/2, 203/3, 203/4, 204/1, 204/2(P), 204/3, 204/4, 204/5, 204/6, 205/1, 205/2, 206/1, 206/2/2, 206/2/3, 207, 208/1(P), 208/2/2(P), 208/4, 208/5, 208/6/1(P), 208/6/3, 216/1, 216/2, 216/3(P), 217/1(P), 218/1/1, 218/1/2 of village Hinjewadi and suvey nos. 49/1(P), 49/2, 49/3, 50/1A, 50/2A, 52/1B, 52/2B, 52/2A, 52/2C, 52/2D, 52/2E, 52/2F of village Maan, Taluka Mulshi, District Pune, collectively admeasuring 104.4175 Ha more particularly written in the FIRST SCHEDULE hereunder written ("the Township Land") proposed by Ashdan Township Venture Pvt. Ltd., Mahalunge Land Developers Pvt. Ltd., Mahalunge Township Developers LLP, Mann-Hinje Township Developers LLP, Classic Promoters & Builders Pvt. Ltd., NNP Buildcon Pvt. Ltd, Home Rising Construction LLP, Mahalunge Real Estate Developers Pvt. Ltd., Magnite Developers Pvt. Ltd., West Pune Realty LLP, Mexus Real Estate Developers LLP ("the Project Proponents) having sector wise developments.
- **ii)** The Promoters are the owner of the following lands acquired by it under various Deeds, details whereof are given below:
  - a) vide Agreement for Sale registered at serial no. 5898/2023 on 31.03.2023 in the office of Sub-Registrar, Mulshi and Deed of Conveyance registered at serial no. 14883/2024 on 14.06.2024 in the office of Sub-Registrar, Mulshi, Maan-Hinje Township Developers LLP has sold lands collectively admeasuring 21,400 sq. mtrs. out of Survey nos. 188/1, 191/3, 192/1/1, 192/1/2, 192/1/3, 192/3, 193/3, 193/5 of village Hinjewadi, Taluka Mulshi, District Pune, to Mexus Real Estate Developers LLP
  - b) vide Agreement for Sale registered at serial no. 14881/2024 on 18.06.2024 in the office of Sub-Registrar, Mulshi and Deed of Conveyance registered at serial no. 15810/2024 on 25.06.2024 in the office of Sub-Registrar, Mulshi, West Pune Realty LLP has sold lands collectively admeasuring 13,660 sq. mtrs. out of Survey nos. 192/1/1, 192/1/2, 192/3, 193/5 of village Hinjewadi, Taluka Mulshi, District Pune, to Mexus Real Estate Developers LLP
  - c) vide Deed of Conveyance registered at serial no. 14679/2022 on 27.09.2022 in the office of Sub-Registrar, Mulshi, Ashwin Suhas Lunkad, Pratik Deepak Bhatewara, Rohan Suhas Lunkad, Swapnil Sanjay

Lunkad have sold lands collectively admeasuring 5,200 sq. mtrs. out of Survey nos. 192/2, 193/4 of village Hinjewadi, Taluka Mulshi, District Pune, to Ashdan Township Ventures Private Limited

The above-mentioned lands collectively admeasuring 40,260 sq.mtrs. situated at village Hinjewadi, Taluka Mulshi, District Pune, hereinafter referred to as **"the Ownership Land"**, which are more particularly described in the **SECOND SCHEDULE** written hereunder, are collectively & respectively owned by the Promoters as mentioned above.

- the Appropriate Authority, Pune Metropolitan Region Development Authority ("PMRDA") has approved the Layout & Building Plans for the land admeasuring 36,217 sq.mtrs. out of the said ownership land, hereinafter referred to as "the Sector Land", which is more particularly described in the THIRD SCHEDULE written hereunder, as Sector R21+27 of ITP, vide Development Permission and Commencement Certificate bearing no. BMU/Village Mhlunge,Maan &Hinjewadi/S.No. 39/1 And others/Sector R21+27/Pra.Kra. /2797/23-24/2789 dated 10.07.2024.
- iv) The Promoters have decided to carry out construction/development in a phase wise manner and accordingly have identified/earmarked portion of the project land admeasuring 2,062.39 sq.mtrs. as PHASE-1 and the same is only subject matter of this agreement hereinafter referred to as "the Project Land", which is more particularly described in the FOURTH SCHEDULE written hereunder. The Promoters is in possession of the said Project land. The said project comprising of Tower 1 and Tower 3 of the Sector Land, shall be known as 'VTP NEW HINJEWADI PHASE 1', hereinafter referred to as "SAID PROJECT"
- v) The Promoters have floated the ownership scheme on the Sector Land under the name and style of 'VTP NEW HINJEWADI' comprising of various buildings having residential and commercial units.

"VTP NEW HINJEWADI PHASE 1", consists of buildings called **Tower 1 and Tower 3.** The Promoters/Owner has received sanction from PMRDA, as follows:

- (a) Tower No. 1 with P4 + P3 + P2 + P1 + 35 floors
- (b) Tower No. 3 with P4 + P3 + P2 + P1 + 35 floors

The buildings in Said Project Land are referred as "THE SAID BUILDING/S".

The Promoter/Owner has further proposed the development on the Sector land as follows:

- (a) Tower No. 2 with P4 + P3 + P2 + P1 + 35 floors
- (b) Tower No. 4 with P4 + P3 + P2 + P1 + 35 floors
- (c) Tower No. 5 with P4 + P3 + P2 + P1 + 35 floors
- (d) Tower No. 6 with P4 + P3 + P2 + P1 + 35 floors
- (e) Tower No. 7 with P4 + P3 + P2 + P1 + 35 floors
- (f) Commercial Shops/Units

Subject to proposed expansion of building or as may be permitted by the competent authority from time to time, the Allottee/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

- **vi)** The Promoters have registered the said Project **"VTP NEW HINJEWADI PHASE 1"** under the provisions of The Real Estate (Regulation & Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority under Project registration number \_\_\_\_\_\_\_.
- **vii)** The Promoters have explained in detail and the Allottee/s has/have fully understood that the project land is part of aforesaid ITP and the Project Proponents desires to develop the said ITP comprising of Towers, Club

Houses, Gardens, Open Spaces etc. in a pre-determined, pre-designed, orderly and systematic manner and also to maintain and manage the same through one or more agencies such as Maintenance Company, Service Company and the Township Proponents also desires that the development of the Township is undertaken and completed as presently contemplated under the sanctioned Master Lay-Out, as may be revised for the purpose of achieving more useful and beneficial development;

- viii) The Promoters have also explained and the Allottee/s has/have understood that for an orderly control, management and maintenance of not only the constructed areas, open spaces, amenities and facilities but also for the development and maintenance of the requisite infrastructure as required for the Integrated Township Project and relevant Development Control Rules;
  - The Promoters have entered into a standard Agreement with VK:a (Project Architect) who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and The Promoters have appointed G.A.Bhilare Consultants Pvt. Ltd. (RCC Consultants) for the preparation of the structural design and drawings of the said buildings and the Promoters accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the Project, provided however that the Promoters reserves the right to change the said Architects and Structural Engineers and other consultants at any time before the completion of the Project;
  - The Promoters have represented to the Allottee/s that, the Promoters have created mortgage/charge in respect of the sector land in favour of Catalyst Trusteeship Limited and the original title deeds in respect of the sector land are deposited with the said Catalyst Trusteeship Limited. The responsibility of repayment of the loan shall solely be on the Promoters. The Promoters undertake to keep the Allottee/s indemnified from any cost and consequence arising pertaining to the said loan and its repayment. The Promoter/Owner has further represented to the Allottee/s that, the Promoter/Owner shall obtain no objection letter in writing from the said mortgagee relating to the said Unit.
  - The Allottee/s shall not object to the Promoters/Owner from obtaining requisite finance for causing the development and construction on the said Project or any other part of the Entire Project and to develop other infrastructure from the banks/financial institutions etc. and for the said purpose to create mortgage/charge on the said Entire Project and the units and/or Towers being constructed thereon.
- **xii)** On demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoters Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("RERA") and the Rules and Regulations made thereunder;
- **xiii)** The Allottee/s being fully satisfied with the title of the Promoters in respect of the project land and further in respect of the said Unit (as defined in these presents) and rights of the Promoters to construct, allot and sell various Flats/Units in the building/s to be constructed in the said Project, the Allottee/s hereby confirms, agrees and undertakes that he/she/it shall not raise any requisitions or objection with regard to the same;
- **xiv)** The Promoters have annexed the following documents as annexures namely; with Master Layout Plan of the said project is shown on the plan annexed hereto as **ANNEXURE 1**. The Building/Tower Location Plan is annexed hereto as **ANNEXURE 2**. The Floor Plan showing the Said Unit is annexed

hereto as **ANNEXURE 3**. The specifications for the Unit are annexed herewith as **ANNEXURE 4**. The Common facilities which shall be provided for the Entire Project on the Sector Land, is annexed herewith as **ANNEXURE 5**. Copy of Development Permission and Commencement Certificate issued by PMRDA is annexed hereto as **ANNEXURE 6**. The Copies of 7/12 extract of the project Land are annexed hereto as **ANNEXURE 7** and The Copy of RERA Registration Certificate is annexed hereto as **ANNEXURE 8**. The copy of Township Notification is annexed hereto as **ANNEXURE 9**. Further, the soft copy of the Title & Search Report of the said Project issued by the Advocate of the Promoters, have been provided to the Allottee/s or made available on maharera project webpage and the Allottee/s hereby admits and acknowledges the same.

- The Promoters have got approvals from the concerned Local Authority to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, and while sanctioning the said plans and/or the Authority/ies has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project land and the said buildings and the Promoters have accordingly commenced construction of the said buildings in accordance with the sanctions/approvals.
- After fully understanding and acquainting himself /herself/ itself of the xvi) development, maintenance and management of the amenities & facilities of the ITP & the said Project, the Allottee/s has/have approached the Promoters for allotment of a Flat/Unit bearing No. "\_\_\_ \_\_\_\_**"** admeasuring \_\_\_\_\_\_**sq. mtrs.** carpet area and exclusive of the Balcony having carpet area \_\_\_\_\_**sq.** mtrs., Garden area \_ **\_ sq.mtrs.** to the said Flat/Unit (hereinafter referred to as "THE SAID FLAT") to be situated on the \_\_ Tower/Building/Wing "TOWER \_\_\_\_\_" (hereinafter referred to as "the said Building") of the said Project to be known as "VTP NEW HINJEWADI PHASE 1", which is more particularly described in the FIFTH SCHEDULE and marked in the Floor plan which is attached herewith as **ANNEXURE 3** means the net usable floor area of an flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the flat.
- **xvii)** 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.
- **xviii)** Prior to the execution of these presents the Allottee/s has paid part payment of the sale consideration of the said Unit agreed to be sold by the Promoters to the Allottee/s (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoters the balance of the sale consideration and other costs of the unit as prescribed in the payment plan as may be demanded by the Promoters within the time and manner specified therein;
- Vinder section 13 of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, the Promoters is required to execute a written Agreement for sale of said Unit with the Allottee/s, being in fact these presents and also to register said Agreement under The Registration Act, 1908;

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

# NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

#### 1. **DEFINITIONS**:

The parties hereto admit and confirm the definitions of certain terms used in this agreement as follows:

### 1.1 THE 'SAID TOWNSHIP LAND':

The lands bearing survey nos. 39/1, 39/2, 40/1, 40/2, 40/3, 40/4, 41/1(P), 41/4, 42/1, 42/2A, 42/2B, 42/3, 42/4, 42/5, 42/6, 42/7, 42/8(P), 42/9, 42/10, 42/13, 43/1(P), 43/2/1, 43/2/2, 44/1, 44/2, 45(P), 46/1, 46/2, 46/3, 46/4, 46/5, 46/6, 46/7, 46/8, 46/9, 46/10, 47/1, 47/2(P), 47/3(P) of village Mahalunge and survey nos. 187/3A(P), 187/3E, 187/3F, 188/1, 189/3, 189/4, 190/2, 191/1, 191/3(P), 192/1/1, 192/1/2, 192/1/3, 192/3, 193/2, 193/3, 193/4, 193/5, 194, 195/1, 195/2, 196/3, 198/1/1, 198/1/2, 199/1, 199/2, 199/3, 199/4, 200/1/1(P), 200/1/2, 200/1/3, 200/3/1, 200/3/2, 201/1, 201/2, 201/3, 201/4, 202(P), 203/1, 203/2, 203/3, 203/4, 204/1, 204/2(P), 204/3, 204/4, 204/5, 204/6, 205/1, 205/2, 206/1, 206/2/2, 206/2/3, 207, 208/1(P), 208/2/2(P), 208/4, 208/5, 208/6/1(P), 208/6/3, 216/1, 216/2, 216/3(P), 217/1(P), 218/1/1, 218/1/2 of village Hinjewadi and suvey nos. 49/1(P), 49/2, 49/3, 50/1A, 50/2A, 52/1B, 52/2B, 52/2A, 52/2C, 52/2D, 52/2E, 52/2F of village Maan, Taluka Mulshi, District Pune, collectively admeasuring 104.4175 Ha, which is more particularly described in FIRST **SCHEDULE** hereunder written.

## 1.2 SAID PROPERTY/THE PROJECT LAND:

- 1.2.1 All that piece and parcel of land area collectively admeasuring 2,062.39 sq.mtrs. sq.mtrs. under Sector R21+27 out the Sector Land situated at village Hinjewadi Taluka Mulshi, District Pune, out of said Township land.
- 1.2.2 The right to claim, utilize and consume entire Floor Area Ratio/Floor Space Index (FAR/FSI) as defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed from time to time by the Sanctioning Authorities, Collector of Pune or the Government of Maharashtra under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP) and/or such other statutes and rules in respect of or relating to the said property (herein after referred as "Global FSI").
- 1.2.3 All the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Promoters in and over and/or in respect of and/or relating to the said Property and Township Land.
- 1.2.4 Being part of the said Township land to be used for the construction of multistoried building/ and common amenities for residents as per the sanctioned building plans.
- 1.3 The **'SAID UNIT'**: means a separate and self-contained residential Unit or commercial shop/unit in the Said Project of various sizes/areas/designs constructed as per the sanctioned building plans, including balconies plus adjacent terrace, (if any), along with the allotment of car parking space, (if any,) which is agreed to be purchased by the allottee/s under this agreement.
- 1.4 The **'CARPET AREA'**: means the net usable floor area of a unit, excluding the area covered by the external walls, areas under services shafts, exclusive

- balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit, it is clarified that internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.
- 1.5 **TOWNSHIP MAINTENANCE AGENCY ('TMA')**: the Promoters shall be entitled to delegate or assign the said maintenance work of Overall Township Amenities or parts thereof to any other person/s on such terms and for such consideration as the Promoters at its discretion may think proper, the said Promoters and such other person/s for the maintenance work of Overall Township Amenities to be provided by the Promoters to the said project or parts thereof on such terms.
- 1.6 **"OVERALL TOWNSHIP AMENITIES"**: All the Township Level Amenities and Common utilities of the said Township required under the Development Rules of said project such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, etc. herein the said Township Amenities and the said Township utilities shall collectively be referred to as said 'OVERALL TOWNSHIP AMENITIES'.
- 1.7 **'TOWNSHIP MAINTENANCE CHARGES' ('TMC')':** means and includes contribution collected from all entities in the said project towards the maintenance of the said Overall Township Amenities by the Promoters or the TMA.
- 1.8 **SHARE AREA**: Means RERA carpet area pertaining to the individual Unit on which maintenance charges for Township amenities will be calculated.
- 1.9 **MAINTENANCE CHARGES:** Charges payable by the Allottee/s towards maintenance of the common areas and facilities of the building /wing /cluster in the project on total area of the said Unit (Carpet area + Balcony area + Terrace area + Garden area).
- 1.10 **OPTIONAL FACILITIES**: Means Paid Facilities of the township level which shall be owned and managed by Township Proponents. The Township Proponents shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a Society corporate. Hereinafter such other person, company or a Society corporate called as said 'Owner-Operator'.
- 1.11 **"VTP NEW HINJEWADI PHASE 1" Project Maintenance Charges** will comprise of share of Project maintenance charges for maintaining utilities and facilities in **VTP NEW HINJEWADI PHASE 1**' project to be contributed by members of various units in said Project.
- 1.12 **COMMON LAND AREAS**: Means the land areas shown in the hatched lines on the 'Building/Wing/Tower Location Plan' annexed herewith as Annexure-2. The Promoters herein have absolute authority and have absolute right to sell, lease, mortgage, etc. the land other than hatched and further have absolute authority and right to allot exclusive right to use reserved/restricted areas, which is constructed on the land excluding common land areas as mentioned herein and to enter into agreements with the Allottee/s, etc. and to receive sale price and deposit and other charges in respect thereof.

### 2. INTERPRETATION:

- In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply –
- 2.1 References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;

- 2.2 References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- 2.3 References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;
- 2.4 Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- 2.5 To the extent to which any provision of this Agreement conflicts with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- 2.6 Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- 2.7 Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- 2.8 Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', and 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee/s is a body corporate or a partnership firm.
- 2.9 Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- 2.10 References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- 2.11 Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- 2.12 The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission and/or through email.
- 2.13 The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- 3. RECITALS, SCHEDULES AND ANNEXURES TO FORM INTEGRAL PART OF THE AGREEMENT
- 3.1 Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.
- 3.2 Capitalized terms used hereinafter shall have the meaning assigned to them in the "Interpretation" Clause.
- 4. THE PROMOTERS HAVE EXPLAINED TO THE ALLOTTEE/S AND THE ALLOTTEE/S HAS/HAVE WELL UNDERSTOOD THAT:
- Housing Society/Association of Unit owners /Apex Society/Federation) of the Allottee/s of units in various Building/Wing/Tower being carried out on the said property and execute and register or cause to be executed and registered the conveyance of the concerned land along with the Towers/buildings/ structures constructed thereon in favour of the concerned entity, wherein the land and buildings i.e. structures of the units constructed thereon, shall belong to such entities as per their respective deed of conveyance and the members thereof shall have rights to use and occupy their respective flats/units/premises. All such entities are hereinafter collectively referred to as 'the said entities'. The Promoters

desires to form a Co-operative Housing Society classified as 'tenant copartnership society' on the said Project land within three months from the date on which majority of allottees having executed registered agreements in respect of their units in the projects on the sector land and shall desire to form one or more Apex society/ies or Federation/s for entities in said project. All unit Allottee/s in the said project land shall become members of such society, which is hereinafter referred to as 'the said society'.

- The Allottee/s shall have no claim on any other part of the said Building/Wing/Tower except the said Unit, nor can make any claim or raise any objection to the development of the said Project land or the said township land or to any decision that the Promoters may take in that regard.
- 4.3 The Township Proponents are developing township on the said Township land and the said Project land is only a part of the entire Township. All responsibilities of facilities, maintenance of the township shall be of the Township Proponents and the Promoters shall not be liable or responsible for the same.
- 4.4 The Promoters shall have total discretion in the matter of development and maximum utilization of FSI of all the sectors or portions of the respective Property and Township Land and shall be entitled to develop, construct, sell and dispose of Apartments/flats/units/premises in the said building being constructed on the said Project land and on the Township land without being objected by the Allottee/s and said society, including the Allottee/s herein of the said Unit.
- 4.5 The Allottee/s shall have claim limited to only in respect of the said Unit as envisaged under this Agreement.
- 4.6 The development of the said Project land and Township land shall be in phases and will be completed in due course of time as stated in this agreement.
- 4.7 The said project shall have various types of amenities, Facilities and Utilities out of which some township level amenities and/or facilities are paid facilities and some facilities will be free to use and which shall be changed from time to time. The said change shall be informed by the Promoters to the Allottee/s from time to time.
- 4.8 Paid Facilities hereinafter referred to as the said 'OPTIONAL FACILITIES' shall be owned and managed by Township Proponents. The Township Proponents shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a Society corporate. Hereinafter such other person, company or a Society corporate called as said 'Owner-Operator'.
- 4.9 The 'TOWNSHIP AMENITIES' shall be owned by the Township Proponents and will be maintained out of common contribution received from Said society/said entities/ unit Allottee/s in the said Project.
- 4.10 Common utilities of the said Township required under the Development Rules of Integrated Township Policy, such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, hereinafter referred to as the said 'TOWNSHIP UTILITIES' shall be owned by the Township Proponents and will be maintained out of common contribution received from said society/ entities/ unit Allottee/s in the said project.
- 4.11 Said Township Amenities and the said Township utilities shall collectively be referred to as said 'OVERALL TOWNSHIP AMENITIES'. The Parties hereto agree that those, Amenities & utilities not specifically mentioned in Annexure are overall Township Amenities which are need to be maintained out of common contribution received from Said society/said entities/ unit

Allottee/s in the said project shall be treated as said Overall Township Amenities and those facilities and amenities which are paid shall be treated as said Optional Facilities. The Overall Township Amenities shall vest in the Township Proponents and/or to its assigns. The said Allottee/s herein or the said Society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and regulations that may be framed from time to time by the Township Proponents or by its assigns and on payment of the township maintenance charges described herein.

- 4.12 The said Overall Township Amenities shall be maintained by the Township Proponents and shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Promoters at its discretion as may think proper. Such Township Proponents and/or other person/s is/are hereinafter collectively called as said 'TOWNSHIP MAINTENANCE AGENCY' for short 'TMA' and the said Overall Township Amenities shall be maintained by the TMA out of collection of maintenance charges from different entities of the said project, such charges herein after referred to as the said Township maintenance charges in short-TMC.
- 4.13 the 'Owner-Operator' of the said Optional Facilities shall be entitled to frame rules for operation and utilization of said facilities and shall be entitled to charge separate fees as applicable from time to time to the Allottee/s, and such 'Owner Operator' shall be entitled to make the same available to any third parties. Entitlement of the Allottee/s to the use of the said Optional Facilities is voluntary and he/she/they is/are not entitled to be obliged by the Operator to render the services in the said Optional facilities and allow the use thereof merely for the reason of purchasing the said Unit in the said project. In case of non-payment or nonobservance of the Rules, the operator shall be entitled to discontinue the service to the Allottee/s and prevent use of the Optional Facilities.
- 4.14 The amenities of the said project will be as indicatively enlisted in Annexure-5 hereinafter referred to as the said PROJECT AMENITIES' and the same shall be owned by Promoters. The routine upkeep of such Project Amenities will be out of common funds collected from Allottee/s of the Unit/s before possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Project Amenities shall be out of additional contribution/s determined by the said society and payable by the Allottee/s on demand to the Promoters.
- 4.15 The restricted/ limited common areas and facilities, if any, reserved for specific Allottee/s shall be used exclusively by that Allottee/s. Upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the said Project Structure of Building/Wing/Tower.
- 4.16 All the entities/societies including the said society in the said project shall promptly and without complaint pay their respective contribution of Township Maintenance Charges to the Promoters and/or TMA towards the maintenance of the said Overall Township Amenities out of common contribution collected from Allottee/s by the said Society/entities.
- 4.17 The said Project land will be conveyed by the Promoters to the said Apex Society/Federation shall form in said township project subject to the above and other terms under this Agreement and the said terms will be part of the Deed of Conveyance.
- 4.18 On the Allottee/s's acceptance of the scheme of development of the said PROJECT LAND and Township land as explained above, The Promoters have agreed to sell the said Unit to the Allottee/s.

- 4.19 This Agreement lays down covenants on the part of the Allottee/s to be observed for the common benefit of all Allottee/s in the said Building, and the terms and conditions of the same shall be available for enforcement not only by the Promoters/TMA herein but also, as the case may be, by the Allottee/s of other Unit/s in the said Building /said society and further, the said covenants of the Allottee/s shall also be binding on his/her/their heirs, nominees, executors, successors, administrators, transferees and assigns.
- 4.20 The Promoters have, prior to the execution hereof, as demanded by the Allottee/s has/have given inspection to the Allottee/s of all the documents of title relating to the said Township Land; copies of documents in respect of sanction of said project inter alia such as all Plans which are prepared by the Promoters Architect, orders, sanctions, permissions, licenses, clearances etc. issued in favour of the Promoters by various local / government / semi government bodies and associates; rights of the Promoters to develop the said project; the user manual prepared by the Promoters and all other related documents as are specified under the Real Estate (regulation and Development) Act 2016 and the rules and regulations made there under and the Allottee/s has/have satisfied himself/herself/themselves about the title of the said Township Land, rights of the Promoters to develop the said project and to allot and sell the said Unit. The Allottee/s has/have given specific confirmation that the responsibility of title of said project land shall be on Promoters upto and until proposed conveyance.

# 5. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY:

The Promoters have initiated the construction of the said buildings on the said Property in the Project known as **"VTP NEW HINJEWADI PHASE 1"**, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time except any alteration or addition required by any Government authorities or due to change in law.

Provided that the Promoters is entitled to make minor alterations, additions and modifications as may be necessary due to structural and architectural reasons duly recommended and verified by the Architect subject to approval of the concerned authorities and/or as may be required by the concerned local authority/Development Controlling Authority / Government at the time of sanction of building plans from time to time. The Promoters confirm that in the case of any other alterations or additions in the sanctioned plans, layout plans and specifications of the said Building or the common areas within the said Project, the same shall be undertaken as may be permissible under law.

# 6. ALTERATIONS AND MODIFICATIONS IN SANCTIONED BUILDINGS PLANS:

The Promoters herein have specifically informed the Allottee/s that the present sanctioned building plans received from Sanctioning authorities /Local Authority is for the part FSI of the said land only and further sanction to building plans for the remaining FSI of the said land and floating FSI/TDR/Paid FSI/Slum TDR/Fungible FSI is yet to be received and for that the plans will be revised. It is further clarified by the Promoters that; the building plans and the layout plans though approved by appropriate authority are liable to be changed and/or revised or amended as per the requirements of the Promoters and/or as may be ultimately approved/sanctioned by appropriate authorities. The Promoters shall be entitled to modify the building plans and layout along with location of said buildings/s, and other facilities/amenities provided in the said Project from

time to time in accordance with the Development Control Regulations for the purpose of full utilization of development potentials available in the said land. The Promoters shall be entitled to purchase, load, consume additional and/or balance F.S.I/TDR now available or which may thereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations, Slums, Heritages, etc.) and as permissible under the applicable laws.

The Parties agree that, the Promoters shall be entitled to make such changes, additions, alterations, variations and modifications in the plan and specifications annexed hereto as the Promoters may deem fit and proper or required by the concerned authorities as long as the same does not adversely affect the area of the said Unit and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by Municipal Corporation or the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority. Provided that, the Promoters herein shall have to obtain prior consent in writing of the Allottee/s if such alterations and modifications affect the location, internal construction or the area of the said Unit.

## 7. CONSIDERATION:

	CONSIDERATION.
7.1.	(i) The Allottee/s hereby agrees to purchase from the Promoters and the
	Promoters hereby agrees to sell to the Allottee/s Flat/Unit No. ""
	admeasuringsq. mtrs. Carpet area and exclusive of the Balcony
	having areasq. mtrs., Garden having area sq.mtrs. to
	the said Flat/Unit (hereinafter referred to as "The said Flat") to be situate
	on the Floor of Tower Building/Wing "TOWER" (hereinafter
	referred to as "the said Building") of the said Complex to be known as "VTF
	NEW HINJEWADI PHASE 1" on the project land, more particularly
	described in <b>FIFTH SCHEDULE</b> hereunder written, (hereinafter referred to
	as the "SAID FLAT"), for the consideration of Rs /- (INR
	Only) being the price for the
	proportionate share of the common areas and facilities appurtenant to the
	premises, the nature, extent and description of the common areas and
	facilities.
	(ii) Furthermore, The Promoters have provided exclusive facility to use
	Parking to the Allottee/s herein for consideration of Rs. NIL.
	OR
	(ii) The Allottee hereby agrees to purchase from the Promoter and the
	Promoter hereby agrees to sell to the Allottee garage/Covered parking space
	at Basement and/or stilt and /or podium, bearing
	no, admeasuring Sq. Ft. having ft. length x
	ft. breadth x ft. vertical clearance, being constructed in the
	layout for the consideration of Rs /-
	OR (ii) The Allottee has requested to the Promoter for allotment of an open
	parking space and the Promoter hereby agrees to allot to the Allottee an
	open parking space bearing no, admeasuring Sq.
	Ft., having ft. length x ft. breadth, without any additional
	charges.
.2.	The Allottee/s has agreed to pay a consideration of/-
	(INR Only) towards the said Unit in the
	following manner;

Sr.	Amount	Particulars Particulars
1	Rs/-	10% Before Agreement
2	Rs/-	10% within 15 days after Agreement
3	Rs/-	5% on completion of first parking level
4	Rs/-	15% on Completion of Plinth
<mark>5</mark>	Rs/-	3% on Completion of 1st Floor Slab
<mark>6</mark>	Rs/-	3% on Completion of 3rd Floor Slab
7	Rs/-	2% on Completion of 5 <sup>th</sup> Floor Slab
8	Rs/-	2% on Completion of 8th Floor Slab
9	Rs/-	3% on Completion of 11th Floor Slab
10	Rs/-	3% on Completion of 14th Floor Slab
11	Rs/-	2% on Completion of 17th Floor Slab
12	Rs/-	2% on Completion of 20th Floor Slab
13	Rs/-	3% on Completion of 23 <sup>rd</sup> Floor Slab
14	Rs/-	3% on Completion of 26th Floor Slab
15	Rs/-	2% on Completion of 29th Floor Slab
16	Rs/-	2% on Completion of 32th Floor Slab
17	Rs/-	5% on Completion of Internal Brick Work / Wall Work of the said Unit
18	Rs/-	5% on Completion of Internal Plaster / Gypsum of the said Unit
19	Rs/-	5% on Completion of Waterproofing of the said Unit
20	Rs/-	5% on Completion of Flooring of the said Unit
21	Rs/-	5% on Completion of Door Frames and Windows of the said Unit
22	Rs/-	3% on Architect & Civil Completion of Apartment
<mark>23</mark>	Rs/-	2% at the time of Possession
	Rs/-	Total

- 7.3. It is hereby clarified that the Promoters shall be at liberty to simultaneously undertake two or more stages of construction/ items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.
- 7.4. The consideration amount herein is exclusive of taxes. The Allottee/s hereby agrees that, in the event of imposition of any taxes, additional new tax or revision in taxes by Government of India or State of Maharashtra or Gram Panchayat/Zilha Parishad/District Collector/Local Authority, including those which will affect development of the lands, construction, purchase, sale of property, then in that case, the Promoter shall be entitled to claim the same from the Allottee/s on pro rata basis and the Allottee/s shall be

bound to pay the same as and when demanded by the Promoter. In addition to the consideration amount and other amounts, the Allottee/s shall also be liable to pay to the Promoter the sum calculated at the rate and on the basis prescribed and if payable to the Government, Goods & Service Tax and/or other dues by means of taxes or otherwise before handing over the possession of the said unit.

- 7.5. Failure to pay such taxes, levies, duties, cesses, etc. will be treated as a breach of the terms and conditions of this Agreement by the Allottee/s. The Allottee/s here by agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss, cost & consequences or damage suffered or incurred by the Promoter as a result of such variations & Allottee/s shall to raise any objection for the same. The consideration amount decided in this agreement is net off GST. Therefore, the Allottee/s 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. This clause shall be valid and applicable at all times even after the possession of The said unit has been handed over by the Promoter to the Allottee/s. For the avoidance of doubt, the Promoter's decision as regards the quantum of such taxes, charges, duties, cesses, premiums, impositions, levies, shall be final and binding on the Allottee/s.
- 7.6. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 7.7. The Promoters shall confirm the final carpet area that is to be allotted to the Allottee/s 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 price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area over and above the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules under RERA, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan or at the time of handling over possession of the Allottee/s. All these monetary adjustments shall be made at the same rate as is agreed while booking the said Unit.
- 7.8. The Allottee/s authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 7.9. The Allottee/s shall bear and pay and shall be always liable to bear and pay all such amount levied as property tax/cess/charges/duties on the said Unit and on the said building proportionately or the fixtures and the fittings

- therein, by the local authority or any other authority under any statute /rules/regulations/notifications /orders/contracts, from the date of the completion certificate of the said Unit.
- 7.10. The Allottee/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Allottee/s receiving the written intimation from the Promoters calling upon the Allottee/s to make the payment. Payment of installment of Consideration by the Allottee/s in time as per these presents is the essence of this contract.
- 7.11. The Allottee/s hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in handing over possession thereof by the Promoters to the Allottee/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Allottee/s.
- 7.12. In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Unit, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the sale Price and the Allottee/s shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the Promoters through an account payee cheque/order/demand draft to be deposited in such account as directed by the Promoters to the Allottee. Even if the Allottee/s has obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Unit, the Allottee/s shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other statutory amounts payable under this Agreement to the Promoters, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.
- 7.13. The Allottee/s declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and hence all shall be liable for the consequences jointly as well as severally.
- 7.14. If at any time post the date of execution of this Agreement, there is any upward change in the other charges due to enhancement in government and statutory dues / taxes / cess / charges under the Applicable Laws, due to any change / amendment / modification to the Applicable Laws, taxes, other government charges/ deposits, increase of deposits/ charges by Government authority or private supplier for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively the Allottee/s shall be liable to pay the said additional charges and taxes to the Promoters. The Allottee/s agree/s and confirm/s to pay the same to the Promoters within 15 days from the date of demand being raised by the Promoters.
- 7.15. If the Allottee/s fail/s to pay any such additional charges as mentioned in the clause hereinabove within the date stipulated therein, in that event, in addition to the penalty, fines, etc. charged by the government authority or private supplier, as the case may be, Allottee/s shall be liable to pay such additional charges along with simple interest at the rate of 12% per annum on the unpaid amount computed from the date of service of a written notice / demand notice till the date of actual payment.
- 7.16. The Allottee/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoters is more than Fifty Lakh, then at the time of credit of such sum to the account of the Promoters 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 of applicable income tax thereon and accordingly if the Allottee/s 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.

7.17. At the time of handing over the possession of the said Unit, if TDS such Certificate is not produced to the Promoters, the Allottee/s shall deposit equivalent amount as interest free deposit with the Promoters and which deposit shall be refunded by the Promoters on the Allottee/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Unit being handed over. Provided further that in case the Allottee/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

#### 8. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

- 8.1. The Promoters hereby agree 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, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 8.2. It is hereby agreed that the Promoters and the Allottee/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the Collectorate or Sanctioning authorities or the local authority at the time of sanctioning of the plan/s or any time thereafter. The Allottee/s herein shall not be entitled to claim possession of the said Unit until the Allottee/s herein have paid all dues payable under this agreement in respect of the said Unit to the Promoters and/or the said Unit has received Completion Certificate from the appropriate authorities.

### 9. UTILISATION OF FSI/FAR/TDR:

- 9.1. The Promoters declared Floor Space Index to be consumed/available in respect of the project land which is as on date and Promoters have planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of as proposed to be utilized by it on the project land in the said Project and Allottee/s has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters or to the Promoters only.
- 9.2. It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/s and the floor space index (FSI) available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said Property transferred on other property or FSI of the other property being TDR transfer on the said Property is also shown or on sanction will be shown in the sanctioned building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

9.3. The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/TDR or which may be increased for whatsoever reason in respect of the said Property or any other FSI or TDR or Slum TDR or any Buildable Potential granted by the appropriate authority. The Promoters also shall have right to use for itself and/or to consume any TDR or any other building potential which may be available in future due to change of any rules and regulations in respect of any road widening or otherwise if any portion is acquired by the concerned authority on any other land or otherwise dispose the same.

## 10. COMPLIANCE OF TIME SCHEDULE:

- 10.1. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Unit to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in "Payment Plan" herein above.
- 10.2. If the Promoters fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoters agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, excluding Stamp Duty, Registration Charges & Taxes, for every month of delay, till the handing over of the possession and the Allottee/s herein has/have not committed any default in payment of consideration in any installment on due date to the Promoters in pursuance of these presents. The Allottee/s agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

# 11. FIXTURES AND FITTINGS: -

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoters in the said building and the Unit as are set out in **Annexure-4**, annexed hereto.

## 12. DELIVERY OF POSSESSION:

12.1. The Promoters shall give possession of the said Unit to the Allottee/s on or before \_\_\_\_\_\_\_, subject to grace period of 6 months and subject to Force Majeure event as defined herein and subject to the condition that the said Unit is ready for use and occupation as evidence by the issuance of the Completion Certificate from the concerned authority, and subject to receipt of entire consideration amount and any other amount as mentioned in Agreement due from the Allottee/s as agreed upon by this Agreement.

If the Promoters fails or neglects to give possession of the said Unit to the Allottee/s on account of reasons beyond his control and of his agents by the aforesaid date then, if the Allottee/s desires to cancel/terminate the Allotment then, the Promoters shall be liable on demand of Allottee/s, to refund the Allottee/s the amounts already received by him( excluding all Government Taxes, Stamp Duty, and Registration Charges) in respect of the said Unit with interest as per Rule, from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. After refund of the money paid by the Allottee/s agrees that, he/she/they shall not have any rights, claims etc. against the Promoters and the Promoters

# shall be released and discharged from all its obligations and liabilities under this Agreement.

Provided "Force Majeure Event" shall mean and include the following event/circumstances which jointly and/or severally, directly and/or indirectly, impact/impede the development activities those are intended to be carried out on the said Property. The Promoters shall be entitled to reasonable extension of time for giving delivery of said Unit on the aforesaid date, if the completion of building in which the said Unit is to be situated is delayed on account of—

- (i) war, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

The Allottee/s shall not be entitled to claim any compensation, payment, interest, charges, fine or any other amounts on whatsoever head from the Promoters for extension of time for giving delivery of units/ on the aforesaid period, if the completion of building in which the unit/s is to be situated is delayed on account of aforesaid reasons.

- 12.2. The Promoters herein shall give the possession of the said Unit to the Allottee/s on payment of all dues payable by the Allottee/s, and the Allottee/s herein has/have not committed any default in payment of consideration in installment on due date to the Promoters in pursuance of these presents. The Promoters may complete the Project in part and obtain part occupation certificates for the same as the Promoters may deem fit. The Allottee/s confirms and gives his permission to the same and shall not raise any objection in this regard. In such event if the Allottee/s is offered possession of the said Unit in such completed part or portion of the Project, the Promoters and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the part or portion where the Unit is situated, without any objection, reservation or restriction from the Allottee/s.
- 12.3. The Promoters, upon obtaining the Completion Certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Unit to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen days) from the date of issue of such notice and the Promoters shall give possession of the said Unit to the Allottee/s. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottee/s, as the case may be. from the date of such notice for possession. The Promoters on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Completion Certificate of the Project.
- 12.4. If the Allottee/s requests the keys of the said Unit for fit-outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Allottee/s occupy the Unit before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees known as "Tadjod" for the said pre-occupation of the said Unit for the furniture works by the Allottee/s then the Allottee/s will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/her/their own Unit and proportionate share to common areas and the shared common

- areas/amenities and the Allottee/s shall keep the Promoters indemnified for the same.
- 12.5. The Allottee/s shall take possession of the said Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Unit to the Allottee/s upon payment of total Cost of the said Unit. In case the Allottee/s fails to take possession within the time provided herein, such Allottee/s shall continue to be liable to pay maintenance charges as applicable towards upkeep and maintenance of the Common Areas and Facilities and Common Facilities from the date of intimation for taking possession of the said Unit. The said Unit shall remain locked and shall continue to be in possession of the Promoters but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- 12.6. In the event the Allottee/s is served with a notice to take possession, but does not do so within 30 days of the receipt or deemed receipt thereof, the Allottee/s shall be liable to pay the Promoters a sum as holding charges, which include the charge for looking after the Unit, replace any fitting/s that may get stolen and to provide the Unit in a proper condition when the Allottee/s comes to take possession thereof. This holding charge shall be applicable from the date the Allottee/s is being invited to take the possession till the date of possession.
- 12.7. This holding period shall not exceed 60 days and if the Allottee/s does not take possession for a period in excess of 60 days, he shall be deemed to have committed a terminable breach of the Agreement and the Promoters may terminate this Agreement by issuing a termination notice. The consequence of termination shall ipso facto follow.
- 12.8. The Allottee/s agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Unit or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee/s to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.
- 12.9. Except in the default in Clause mentioned herein above, if within a period of five years (shall be hereafter be referred to as the "Defect liability period") from the date of handing over the said Unit to the Allottee/s, the Allottee/s brings to the notice of the Promoters any structural defect in the said Unit or the building in which the said 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 Promoters at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under Act.
- 12.10. Provided further that the Promoters will be liable to rectify structural defect only if, the Allottee/s has not carried out any alterations or modifications of whatsoever nature in the said Unit or in the fittings therein, especially any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out, the defect liability automatically shall become void.
- 12.11. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean

defect/s caused by normal wear and tear, negligent use of said Unit by the occupants, vagaries of nature, any damage caused due to mishandling, misuse, use of chemicals or due to any modifications or furniture work carried out by the Allottee/s either themselves or through their agents or nominees or occupants, etc. Defect/s in fittings and fixtures are not included therein.

- 12.12. Further where the manufacturer warranty, as shown by the Promoters to the Allottee, ends before the defects liability period and such warranties are covered under the maintenance of the said building/Project for the entire project and if the annual maintenance contracts are not done/renewed by the Allottee/Society, the Promoters shall not be responsible for any defects occurring due to the same.
- 12.13. The Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the building/Project for the entire project which includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Allottee/s agrees not to hold the Promoters liable for the same.

## 13. SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:

The Promoters herein is developing the said project Land which consists of various phases having common amenities like club house, landscape garden etc., for the entire Project VTP NEW HINJEAWADI PHASE 1 as mentioned above, the construction/development of the said common amenities of project will be completed in due course on or before \_\_\_\_\_\_ only after completion of construction of all the project phases on the said entire project Land. The Promoters, assures to hand over possession of the said project common amenities enlisted in Annexure-1, subject to force majeure and assures to hand over possession of the said PROJECT. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Unit on the ground of non-completion of aforesaid common amenities.

## 14. RIGHTS OF THE PROMOTERS:

The Parties hereto agree that the Promoters under this agreement shall be entitled to the following rights:

- 14.1 The Promoters as per Integrated Township Policy, 2005 as amended in 2016 by further notifications published time to time till the completion of said project, under Maharashtra Regional and Town Planning Act, 1966 or any other legal provision applicable to the said Township Land will be entitled to use, modify, consume and transfer, global Floor Space Index / Floor Area Ratio ("F.S.I.") Additional, Paid and Fungible FSI, Transferable Development Rights (T.D.R.) available in respect of the said property either in the same Sector or any other location in the said Township Land.
- 14.2 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Promoters or not, without requiring any consent or power from the said society/apex society/federation, the Promoters shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the township without changing F.S.I. and the area of the said project land and the buildings thereon.
- 14.3 The Promoters, for all moneys due and payable by the Allottee/s to the Promoters under this Agreement, shall have first and paramount lien and

- charge upon the said Unit and the right, title and interest of the Allottee/s therein.
- 14.4 The Overall Township Amenities, green spaces, public utility spaces, open spaces, gardens, shall vest in the Promoters or its assigns, and it shall have right to allot, sell, transfer, convey or otherwise deal with the same and for the reason of purchase of the said Unit, the Allottee/s herein or the said society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Promoters and on payment of the charges, fees as will be stipulated by the Promoters.
- 14.5 The Promoters shall be entitled to add or amalgamate adjoining lands to the said entire project land /Township Land and shall be entitled to provide all the Township/ Project amenities to such lands.
- 14.6 Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Allottee/s understands that the schematic layout of amenities given in the brochure of the said project depict the indicative amenities, however the Promoters will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities outside of the said Project Land. The plans, specifications, images and other details in the brochure are only indicative and the owner/Promoters reserve the right to change any or all. The printed material does not constitute a contract / offer of any type between the owner/Promoters and the recipient. Any purchase /lessee of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between parties and no details mentioned in this printed material shall in any way govern such transaction.
- 14.7 The Promoters have specifically disclosed to the Allottee/s and the Allottee/s has well-understood that the Promoters is carrying out the said project as aforesaid and till the completion of the project the Promoters may revise the layout and / or building plans from time to time in respect of the said Township Land, without affecting the plan and design of the said Unit. However, due to such revisions, the location and the area of the other sectors and / or artery roads and / or internal roads and / or the open spaces / green spaces / public utility spaces and / or the amenity spaces may change as compared to the presently sanctioned layout of the said Township Land. The Allottee/s has therefore hereby given his NOC for the same. The Allottee/s also agrees and confirms that the Promoters shall be absolutely entitled to use or permit to be used, the artery roads and or the internal roads as per the sanctioned or revised layout in respect of the said Township Land, as an access to the other projects or lands included by the Promoters in the project as also as an access to the other lands or projects to be developed by the Promoters or any other Promoters, in the vicinity of the said property and the Allottee/s shall not be entitled to challenge whatsoever.
- 14.8 The Promoters, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion / Sector of the said Township Land and/or any structure/s thereon for any other purposes other than said Project land and subject to the rights of the Allottee/s in respect of the said Unit hereby agreed to be sold at the absolute discretion of the Promoters.
- 14.9 In case the Promoters forms the said Society as agreed hereinabove, before sale or disposal of some of the Units in the said Building/Wing/Tower, in that case the Promoters shall have the privilege and right to sell, dispose of

such unsold Units, to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The Promoters shall not be liable to pay the maintenance charges in respect of the said unsold Units. The Units in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold Units for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoters and the new Allottee/s in this regard.

- 14.10 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Tower, gas bank machinery, plants, buildings, etcetera, the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other Society for such purpose on such terms and conditions as the Promoters deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations. The Allottee/s or the said Society shall not be entitled to raise any objection in this regard.
- 14.11 In the said project multi stories high rise Building/Wing/Tower are under construction and considering to maintain the stability of the said Building/Wing/Tower and internal structure, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Unit. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession of said Unit.
- 14.12 The Promoters herein have absolute authority to obtain revised sanction to the building plans and have absolute right to sell, lease, mortgage, etc. the residential premises and tenements in the building which is constructed on the said Property /the said township land and further have absolute authority and right to allot exclusive right to use terraces, reserved/restricted areas, space for advertisements on the terrace of the building, etc. in the building, which is constructed on the said Property by the Promoters and to enter into agreements with the Allottees, etc. and to receive sale price and deposit and other charges in respect thereof.

# 15. USE OF THE SAID UNIT:

The Allottee/s shall use the said Unit or any part thereof or permit the same to be used only for purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s or Tenant/s or Lessee or Licensee or Care-taker of any said Unit in the building shall not use for carrying out any illegal purpose and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) may be permitted under any law or regulation for purposes other than permitted use. The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the complex after the respective tenement has been handed over to such Allottee/s of the tenement by the Promoters. Allottee/s shall use the garage or parking space only for purpose of keeping or parking own vehicle/s and no other purpose whatsoever.

The Allottee/s who have got allotted exclusive right to use Covered car parking space for the Said Unit, being restricted common area, the same parking space shall use by occupant of Said Unit only for parking his/her/their own vehicle only. Similarly, the parking spaces which are

reserved for restricted parking spaces for any Unit, to which exclusive right to use car parking spaces are not allotted, shall not be used by said Unit holders or occupiers for parking their vehicles. The Unit 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 holder/occupier in the project shall and will not entitle to park his/her/there 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. However, the parking will be at Allottee/s risk and Allottee/s shall not hold responsible the Promoters for any damage/loss to his/her/their vehicle. The Promoters shall allot the car parking space at its own option for which the Allottee/s shall not take or raise any objection. Car Parking shall be subject to the rules framed by the Promoters to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties. Cars will be washed and/or cleaned in the designated Cars Washing Areas. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas. The Allottee/s shall park his/her/its vehicles in the said Car Park Spaces for their individual use. No commercial vehicles shall be allowed to be parked within the said sector.

# 16. FORMATION OF ORGANIZATION OF ALLOTTEE/S' IN THE BUILDING/S:

- 16.1. for the convenience administrative or otherwise the Promoters shall be at liberty in its sole discretion to:
- 16.1.1 Form one or more Society of the holders of the premises in one or more said Building/Wing/Tower constructed for management, maintenance and otherwise control and regulation of the affairs of the said Building/Wing/Tower to be constructed on the said property as may be permissible and conveniently possible.
- 16.1.2 Form a federation of societies of all the societies formed for maintenance, management of the affairs of common areas and facilities, amenities appertaining to the said entire township land.
- 16.1.3 The road and infrastructure common to the township project including roads abutting/ surrounding the boundaries, shall be maintained and managed by the Federation of the Societies.
- 16.2. The Allottee/s shall contribute pro-rata for maintenance of the common access, internal roads and amenities of the project.
- 16.3. The Allottee/s shall contribute pro-rata on the basis of the area of the unit for the maintenance of other infrastructure / Support facilities of the township e. g. Road, cremation, fire station, irrigation, sewerage treatment plant, Drainage, Street Lights and such other infrastructure facilities and services which are not sold / leased and are mainly cost bearing / non-revenue generation.
- 16.4. The Allottee/s will become constituents of the respective societies and abide by all terms, covenants and stipulations that may from time to time be framed by such body or entity and further agree/s to duly bear and pay and discharge all dues and outgoings in this behalf.
- 16.5. It is specifically agreed and declared that the Conveyance Deed/s in favour of the Society / Federation of Societies by way of conveyance or lease of the Land of the building/s shall contain such covenants as may be necessary in the circumstances of the case. The Conveyance/s shall inter alia contain:
  - a) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the unit/s agreed to be sold into whose hands whomsoever the same may come) as may

- be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- b) A covenant by the Allottee/s to indemnify and keep indemnified the Promoters against all actions, costs, proceedings, claims and demands in respect of the due observances and performance of such stipulations and restrictions.
- c) A declaration that the Allottee/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining units of the Promoters for construction or other purposes and a further declaration that the access and user of light and air to and for the unit/s purchased by the Allottee/s and to and for any structure erection or building/s for the time being erected and standing thereon, from and over the neighboring or adjoining units of the Promoters is enjoyed under the express consent of the Promoters.
- 16.6. The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoters for the formation and registration of the Society/ that may be formed.
- 16.7. The Allottee/s of all units in the said project, including the Allottee/s herein, shall join in such Society. The Allottee/s shall, within seven days from the Promoters calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the said Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottee/s as may be required by the authorities concerned or as may be desired by the Promoters to protect the rights and interest of the Promoters and the Allottee/s agree/s to be bound by the said additions and alterations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoters and Allottee/s of the units may be affected, prejudiced and endangered in any manner or likely so to be. The Allottee/s further agree/s to pay admission fees and share subscription amounts for becoming member/s of the said society.
- 16.8. The Allottee/s of all such Units shall be admitted, as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Allottee/s and other members of such society without any reservations or conditions. However, it is clarified that before the Allottee/s herein is/are admitted as members of any such society, the Allottee/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoters, including amounts by way of contribution towards the common expenses and outgoings of the said housing complex. No transfer fees, premium or any other amounts save and except nominal entrance fees, share money and other monies paid by all the Allottee/s at the time of formation, shall be charged from such Allottee/s.
- 16.9. Under no circumstances, the Allottee/s or the organization of the Allottee/s 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 Promoters or to any other agencies or authorities, is actually paid by such Allottee/s/ organization of Allottee/s.
- 16.10. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoters, the Allottee/s of stamp duty and registration charges payable, by the said

Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoters, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said property to be executed in favour of the Apex Body or Federation.

16.11. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Cooperative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

#### 17. CONVEYANCE:

17.1. The Promoters shall execute conveyance of the structures of the buildings in favour of the Society/societies to be formed for the project "VTP NEW HINJEWADI PHASE 1" within three months after receipt of completion certificate / occupation certificate of the last building/cluster in the sector land and receipt of entire consideration and charges from the Allottee/s of the units in the project land and/or any other land either amalgamated with the said Layout Land or otherwise, shall be executed by the Promoters only in favour of such federal society, both conveyances of structures and Layout Land shall be subject to force majeure or the circumstances beyond the control of the Promoters and also subject to reasonable extension and also subject to the Rights of the Promoters to dispose of the remaining Units, if any and rights to utilize the balance development potential of the said Property/ Layout land. The conveyance in favour of Federal Society is subject to receipt of Completion Certificate / Occupancy Certificate .and with cooperation of all the Societies, Promoters, and Owners in the entire Township land.

Provided that, after conveying the title to the Society/ Federation as mentioned in above, the Promoters shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or unit or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the Promoters shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned herein.

- 17.2. All the expenses relating to the conveyance in favour of the said Society or Apex Society/Federation such as stamp duty, registration fees, legal fees and other incidentals, if any, other than stamp duty and registration charges paid for these present, shall be borne and paid by all the Allottee/s in proportion to the sharing areas of their respective Units.
- 17.3. The Promoters hereby agrees that he/she/it/they shall, before handing over possession of the said Unit to the Allottee/s ensure that the title of Unit is free from all encumbrances and is marketable and in any event before execution of a conveyance to the Apex society/ federation make full and true disclosure of the nature of his title to the said project Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said project Land / Building/s and shall as far as practicable, ensure that the said project Land / Building/s are free from all

- encumbrances and that the Owners / Promoters have absolute, clear and marketable title to the said project Land so as to enable him to convey the same to the ultimate Allottee/s.
- 17.4. The above said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; and policies, bye-laws, rules and regulations of the Integrated Township Policy, framed by the said TMA. The Promoters shall be responsible to prepare the draft of the Deed of Conveyance.
- 17.5. The Allottee or the said Society shall not have any right, title or interest of any kind on the property to be conveyed to the other entities in the Township Land/ Integrated Township Policy.
- 17.6. The Allottee confirms that he has read and accepted certain specific bye laws which are in conformity with the objective of township and which would be incorporated as additional bye laws and same shall be read with model bye laws provided under societies Act of proposed society. By this agreement to indenture the Allottee has given his No Objection and clearance to Promoters to change or modify draft bye laws of the said Society as may be required by Promoters or concerned authority from time to time. The Allottee either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Allottee shall observe all the rules and regulations of bye laws of the said Society, including the amendments made thereto from time to time.

# 18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

- 18.1. The Promoters have 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.
- 18.2. The Promoters have 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.
- 18.3. There are no encumbrances upon the project land or the Project except those disclosed in the title report and in this agreement.
- 18.4. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Building/Wing/Tower 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/Tower shall be obtained by following due process of law and The Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Wing/Tower and common areas.
- 18.5. The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 18.6. The Promoters have 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 said Unit which will, in any manner, affect the rights of Allottee/s under this Agreement.

- 18.7. The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Unit to the Allottee/s in the manner contemplated in this Agreement.
- 18.8. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s.
- 18.9. The Promoters have 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 till the date of receipt of completion certificate.
- 18.10. 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 Promoters in respect of the project land and/or the Project except those disclosed in the title report.
- 18.11. The Promoters herein have made full and true disclosure to the Allottee/s as to the title, rights and authorities of the Promoters in respect of the said property and TDR as well as the encumbrances, if any, known to the Promoters. The Promoters herein has also requested to the Allottee/s to carry out the search and to investigate the marketable title and the rights and authorities of the Promoters in respect of the said property by appointing his/her/their own Advocate/s. As required by the Allottee/s the Promoters herein have given all information to the Allottee/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said property and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said property and further Promoter's rights and authority as to enter into this agreement.

### 19. EXCLUSIVE FACILITY OF OPEN SPACES:

19.1. It is the necessity and requirement of the Unit Allottee/s that various parking space be distributed / allotted among them being restricted common area, to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the Allottee along with other unit Allottee hereby requested the Promoters to earmark parking spaces (open or in the stilt) being restricted common area, of the proposed Buildings for exclusive use thereof by certain acquirers of premises in the proposed Buildings depending on availability. The Allottee/s hereby authorized and give permission to the Promoters to do such earmarking of parking space being restricted common area, at its sole discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spaces. The Allottee/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Allottee/s to the said Body as a member thereof, the Allottee/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 being restricted common area, as done by the Promoters so that the respective person/s in whose favour The Promoters have/have earmarked the parking spaces, being restricted common area,

- will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.
- 19.2. The Allottee/s herein has/have granted his/her/their free and express permission and confirmation thereto and in confirmation thereof has/have agreed to acquire the said Unit and will not raise any objection and/or obstruction to the allotment of parking spaces being restricted common area, made by the Promoters to any intending Allottee/s. The Promoters have not taken any consideration for such allocation of open Car Parking.
- 19.3. The Promoters have not taken any consideration for such allocation of Open Car Parkings. It is specifically agreed by the Allottee/s that if for any reason it be held that such allocation/ designation of parking/s by the Allottee/s of the Units among themselves is not proper then the Unit/unit Allottee/s (including Unit Allottee herein) shall be entitled to use entire parking area in common with others and the Unit Allottee herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said Unit/unit alone.
- 19.4. The Allottee/s herein has/have granted his/her/their free and express consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said Unit and will not raise any objection and/or obstruction to the allotment of covered and/or open parking spaces being restricted common area, made by the Promoters to any intending allottee/s.
- 19.5. The Allottee expressly agreed that some Apartments/Units comprised in the buildings to be constructed on the said Property have or are being allotted open space and / or provisionally allocated parking space, as an exclusive facility of Parking 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/s shall be subject to all the rights of the other Allottee/s in relation to his Unit/s. and Parking facility. None of the Allottee/s of the said remaining Unit shall have any right whatsoever to and shall not use and / or occupy the open space 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/s, as aforesaid nor should he do or cause to be done anything where by such Allottee/s if concerned is prevented from using and occupying the said open spaces and / or 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/s if concerned, to the same are in any manner affected or prejudiced.
- 19.6. Correspondingly, the Allottee/s covenants that they shall exercise their rights consistently with the rights of the other Allottee/s and shall not do anything whereby the Allottee/s of the other Unit/s are prevented from using or occupying exclusively their Unit/s including the open space 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/s with regard to his/her/their Unit/s including the open space 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/s who has purchased covered parking will not park his/her/their vehicle in common area.
- 19.7. The said Unit 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's own vehicle.
- 19.8. Since the Allottee/s have opted for covered car parking and since there are limited number of Car parking, the Allottee/s would exercise to use the parking in common area only after the right to use the open parking spaces by the other Allottees is ratified by the Society /apartment/ condominium or Association or Limited Company and parking spaces handed over to the Allottee/s who have not opted for covered car parking.

#### 20. TOWNSHIP RELATED

- 20.1. The Allottee/s is/are aware that the project land is a part of Integrated Township Project and the Allottee/s hereby agrees to comply with the directions made by the Township Proponents for management of the Township Project and shall not raise any claim / objections which cause hindrance to the development of other sectors therein.
- 20.2. The Allottee/s further agree that, the Township Proponents reserves their rights to add additional lands in Township Project and also to add or remove the township level amenities for overall development of the township and the Allottee/s shall not raise any objection thereto.

# 21. THE ALLOTTEE/S OR HIMSELF/HERSELF/THEMSELVES HEREBY COVENANTS WITH THE PROMOTERS AS FOLLOWS:

- 21.1. To maintain the said Unit at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said 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 said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- 21.2. Not to store in the said 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 said 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 said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 21.3. To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Unit is situated or the said 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the

- consequences thereof to the concerned local authority and/or other public authority.
- 21.4. Not to demolish or cause to be demolished the said 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 said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said 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 said 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 said Unit without the prior written permission of the Promoters and/or the Society or the Limited Company.
- 21.5. 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 said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 21.6. 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 said Unit is situated.
- 21.7. 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 said Unit by the Allottee/s for any purposes other than for purpose for which it is sold.
- 21.8. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up.
- 21.9. The Allottee/s 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 said 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/s 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 said 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.
- 21.10. Till a conveyance of the structure of the building in which said Unit is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoters 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 including the said Unit to view and examine the state and condition thereof.
- 21.11. Irrespective of conveyance as envisages hereinabove, the Promoters shall be entitled to sell unsold Units in the said Project to any prospective purchasers and the Allottee/s shall permit the Promoters, its assignees 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 including the said Unit to view, visit and examine the Unit and the Project and the Allottee/s/ Society/Apex society shall not raise any objection for the same.
- 21.12. It is hereby agreed that, the time for the payment as specified above is the essence of the contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that, the Allottee/s has/have committed breach of any condition of this agreement and the Promoters herein shall be entitled to take such action as they/it's is/are entitled to take in case of breach of any conditions of this agreement, including termination of the agreement.
- 21.13. Not to install any satellite TV Dish or TV Antenna, broad band antenna or any similar device in the balconies or terrace attached to the said Unit or, in the Ducts. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement Allottee/s as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- 21.14. Not to enclose niches or balconies or attached terrace of the unit at any time by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Promoters have the right to take the appropriate action and remove such enclosure at the cost of the Allottee/s. The Allottee/s alone shall be solely responsible for any damage/loss caused to him/her/ them or his/her/their units in any event on account of such act and that the Promoters shall not be held responsible for the same.
- 21.15. Not to extend the said Unit or make any external attachments to the walls of the Unit like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the said Unit, as also the car parking space/s, if any.
- 21.16. If the Allottee/s wishes / desires to transfer or assign the Allottee/s interest or benefit under this Agreement or part with the possession of or interest in the said Unit, the same will be subject to the prior written consent of the Promoters. In the event of any transfer or assignment of the Allottee/s interest or benefit under this Agreement or the Allottee/s part with the possession of or interest in the said Unit, without the prior written consent of the Promoters, such Transfer/ Assignment shall not be valid and binding upon the Promoters. The term 'transfer' shall mean and include, handing over possession of the said Unit to a third party, assignment of the interest and benefits under this Agreement/rights to the said Unit, sale of said Unit, license/lease of said Unit.
- 21.17. If the Allottee/s is/are obtaining a loan from any bank or financial institute for purchase of the said Unit, then it will be the sole responsibility of the Allottee/s to complete the formalities to obtain the loan and the Promoters is not concerned for any reason whatsoever with such a procedure/formalities as well as the Promoters shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Allottee/s on any account or for whatsoever reasons. The Allottee/s may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost with prior written permission of the Promoters.
- 21.18. There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allottee/s

in the manner as stated in this agreement and the Allottee/s after taking possession thereof shall permit the Promoters and or their nominees or the maintenance agency to access the same for repairs and maintenance and for the same the Allottee/s shall temporary remove his/her/their vehicles from the car parking for carrying on maintenance works and repairs.

- 21.19. After the Promoters hand over possession in respect of the said Unit to the Allottee/s, the Allottee/s shall execute such other document such as Supplementary Agreement, Possession Receipt, Indemnity Declaration, Undertaking, and any other related documents, as might be required by the Promoters from time to time.
- 21.20. The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which includes operation of the gensets, rain water harvesting, etc. The Allottee/s hereby gives his/her/their permission and no objection to the Promoters and/or the ultimate organization of tenement Allottee/s or the maintenance company to operate, maintain and run facilities such as rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.
- 21.21. The Allottee/s is/are aware that some or all of the attached terraces/balcony/dry balconies of certain floors may directly be exposed to sky and the Allottee/s are prohibited from hanging anything from the same.
- 21.22. The Allottee/s is aware that certain common facilities and common amenities would be developed at the end of the project and that the same may take additional time even if the possession of the said Unit is handed over to the Allottee/s and the Allottee/s herewith gives his/her/ their permission to the same.
- 21.23. In case after the possession of the said Unit is handed over to the Allottee/s and the Allottee/s let out or rent or lease or give on leave and license basis the said Unit, then in such an event, the Allottee/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers. All the terms and conditions of this present Agreement shall subsist over and be applicable to any such agreement that the Allottee/s may enter into with while letting out or renting or giving out the said Unit on lease or leave and license basis and any condition contradictory to this present Agreement shall deemed to be void.

# 22. MORTGAGE OR CHARGE OVER THE SAID UNIT:

After the Promoters executes this Agreement, the Promoters shall not mortgage or create a charge on the said Unit 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/s who has taken or agreed to take such Unit.

The Promoters 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 institutions for development and completion of the project on the said property and/or other pieces of land which may be the subject matter for development by the Promoters. For the said purpose the Promoters 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 Promoters in favour of such bank/s and/or financial institutions and/or person.

The Allottee/s hereby has accorded his/her/their permission for the Promoters 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 objection for the same.

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

#### 23. TERMINATION OF AGREEMENT:

23.1. Without prejudice to the right of Promoters to charge interest as mentioned hereinabove in terms of clause 7 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoters shall at its own option, may terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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.

- 23.2. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee/s (subject to adjustment and recovery of liquidated damages and or any other amount which may be payable to Promoter) upon the Allottee/s to execute and register a Deed of Cancellation, without interest thereon within a period of 60 (Sixty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.
- 23.3. Liquidated damages shall mean and include that Promoter shall refund to the Allottee/s after deducting (i) adjustment and recovery of administrative expenses of an amount of equivalent to 10% of agreement value or any other amount which may be payable to the Promoters by the Allottee/s; (ii) cost of extra works, etc. (iii) registration and stamp duty charges, amount charged towards GST, VAT, Service Tax, LBT and/or any other taxes by the Promoters and paid to the Governmental authorities, the instalments of sale consideration of the said Unit which may till then have been paid by the Allottee/s to the Promoters. Thereafter, the Promoters herein shall be entitled to deal with the said Unit with any prospective buyer.
- 23.4. In the event of termination of Agreement as aforesaid, the Allottee/s will not be entitled to claim/demand any interest and/or compensation from the Promoters.
- 23.5. Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoters against the Allottee/s on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.
- 23.6. The amount stated in this clause shall be paid by the Promoters to the Allottee/s, within 60 (Sixty) days from the date of termination, by cheque/transferred directly to the account of the Allottee/s herein by RTGS/NEFT transfer along with notice in writing by Registered Post A. D. and Promoters shall be entitled to resale the said Unit and/or dispose of or otherwise alienate the same in any of the manner as the Promoters herein in his/its/their sole discretion thinks fit.

- 23.7. The refund shall be subject to a deduction of 10% of the consideration of the Unit, which shall be forfeited by the Promoters as liquidated damages. The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, LBT, electricity charges, deposits paid to anybody / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoters towards the consideration of the said Unit payable to and paid to the Promoters and retained by them.
- 23.8. The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoters shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby authorizes the Promoters to dispose off and sell the Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoters may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Unit (including rights incidental thereto) or any part thereof and/or against the Promoters.
- Cancellation by Allottee/s The Allottee/s shall have the right to 23.9. cancel/withdraw his allotment in the Project as provided in the RERA Act. Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Promoters, the Allottee/s herein shall issue a prior written notice to the Promoters as to the intention of the Allottee/s and on such receipt of notice the Promoters herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoters 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/s shall be entitled to receive the refund of the instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoters, excluding all the Government Taxes, Stamp Duty & Registration fees and subject to adjustment and recovery of an amount equivalent to 10% of the total Unit cost and/ or any other expenses incurred by the Promoters for such unit as requested by the allottee/s or any other amount which may be payable to Promoters, within a period of 45 days of the Deed of Cancellation. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.
- 23.10. Immediately, prior to resale of the said Unit and on such condition the Promoters shall be entitled to resale the said Unit and/or dispose of or otherwise alienate the same in any of the manner as the Promoters herein in his/its/their sole discretion thinks fit.

# 24. SPECIFICATIONS AND AMENITIES:

The specifications of the said Unit and fixtures, fittings and amenities to be provided by the Promoters to the said Unit or to the said building being in which said Unit is situated are described in the Annexure-4 annexed hereto. It is specifically agreed by and between the parties hereto that no internal modifications and/or changes shall be permitted in the said Unit including its layout, shape or masonry work. If any extra fittings, fixtures, and/or amenities are required by the Allottee/s, then the Allottee/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Allottee/s accepting the cost/price of such extra

Facilities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions.

The sample Unit or any plan shown to the Allottee while purchasing the said Unit are indicative and there may be variation in the specifications in some items enlisted in the Annexure viz; in tiles, sanitary fittings, smart home features, digital lock due to non-availability of material or the reasons beyond the control of the Promoters, however, the Promoters will take every endeavor to provide the specification of similar quality.

### 25. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- 25.1 The Promoters herein have reserved the right to amalgamate or sub-divide the said entire land. The Allottee/s shall not raise any dispute thereto nor shall object to the same.
- 25.2 The Promoters herein have specifically informed to the Allottee/s and Allottee/s herein is/are also well aware that, the Promoters herein have developed the entire scheme with intention to have the homogeneity as to height and elevation of the building, outer color scheme, terraces, windows and grills etc. and hence the Allottee/s or any owner or occupier of the unit/s in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said Unit to the Allottee/s herein on ownership basis, subject to the terms and condition of this Agreement.
- The Promoters herein have provided advanced technology amenities/ materials/plants and equipment's in common areas/facilities which may include genset, elevators, electric rooms, etc. for the tenement holders in the building in the said project. The said plants and equipment's are to be operated and/or used and/or maintained by authorized persons with due care and diligence taking into consideration all safety guidelines and measures and in compliance of local, state or central Government regulatory agency. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible for common areas/ facilities after handing over of said Unit to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities in compliance to any applicable law and rule in force. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property.

## 26. PAYMENT OF TAXES, CESSES, MAINTENANCE, ETC.:

- 26.1 From the date of Completion/Occupancy Certificate issued by Competent authority in respect of the said Unit the Allottee/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Unit and non-agricultural assessment in respect of the said property to the respective authorities or/and to the ad-hoc committee appointed by the Promoters authorized committee of the Association or Society which is to be formed by the Promoters herein as stated hereinbefore. But it is specifically agreed between the parties hereto that, the Promoters are not responsible/liable to pay or share in the aforesaid expenses in respect of unsold said Unit in the building, which is under construction on the said property.
- 26.2 If at any time, after execution of this agreement, any additional tax /duty /charges/ premium/cess/surcharge etc. such as GST, Service Tax, Sales Tax, VAT, Work Contract Tax, Additional premium, penalty etc. or by whatever name called, is levied or recovered or becomes payable under any

status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said Unit or this Agreement or the transaction herein, retrospectively or prospectively, shall exclusively be paid/borne by the Allottee/s along with interest, if any. The Allottee/s shall pay within 7 days to the Promoters the amount towards such tax / duty/charges/ premium/ cess/surcharge/penalty etc. as and when charged and demanded by the Promoters. The Allottee/s hereby indemnifies and undertakes and agrees to always keep the Promoters indemnified from all such levies, cost and consequences.

- 26.3 The stamp duty is to be paid by the Allottee/s on the amount as per the Ready Reckoner rate or the consideration cost, whichever is higher. The Allottee/s is also aware, that in case of increase in the market value as per the Ready Reckoner, the Allottee/s may have to pay additional stamp duty and the Allottee/s has agreed to pay stamp duty on such higher value. Also, if in case there is delay in registration of Agreement by the Allottee/s and the Ready reckoner rate at the time of registration of Agreement is higher than the agreed consideration cost, then, the Allottee/s shall be liable to pay stamp duty on higher cost and also shall also be liable to pay the Income Tax occurred to the Promoters as mentioned in section 43CA of the Income Tax Act 1948. The Allottee/s will be informed about it and the Unit Allottee/s will deposit the same within 7 days of receipt of intimation of such dues and if the Allottee/s fails / neglects to make payment thereof he will have to pay interest at the rate of 18% p.a. on the delayed period and charge of this amount will remain on the said Unit till such amount along with the interest due remains unpaid for by the Allottee/s.
- 26.4 Within 15 day after notice in writing is given by the Promoters to the Allottee/s that the said Unit is ready for use and occupancy, the Allottee/s herein shall be liable to bear and pay the proportionate charges (i.e. in proportion to the carpet area of the said Unit) of outgoings in respect of the said Project namely the local taxes, betterment charges, water charges, insurance, common lights, repairs and salaries of chowkidars, sweepers, etc., and all other expenses towards the common areas and amenities, as specified in Annexure written hereunder.
- 26.5 The Promoters shall either by themselves or by appointing a facility management agency provide for the maintenance of the building/s and common amenities in order to provide standards services as per the industry. The Allottee/s has/have no objection for the Promoters appointing a third-party facility management agency. The said maintenance services shall be only towards such items as is more particularly stated in **Annexure 1** hereunder written.
- The Promoters shall offer in writing the possession of the said Unit the Allottee/s in terms of this Agreement. The Allottee/s shall also pay to the Promoters an amount of \_\_\_\_\_\_/- (INR \_\_\_\_\_\_ Only) for his/her/their Premises as maintenance of the common areas and facilities of the building /wing /cluster in the project @ rate of Rs. \_\_\_/- per Sq. Feet on total area of the said Unit (Carpet area + Balcony area + Garden area) for initial period of 24 months from the date of receipt of such notice for possession by the Promoters. The Promoters shall use and utilize the said amount towards the maintenance of common area and facility of the said Project till the handing over of the building to the Association of Allottee/s to be formed as per the legal norms.
- Apart from the aforesaid charges the Allottee/s shall be liable to pay maintenance charges for the Township amenities @ rate of **Rs.** /- per

- **Sq. feet** on carpet area of the said Unit for initial period of 12 months. An amount of \_\_\_\_\_\_/- (INR \_\_\_\_\_\_ Only) shall be the paid for initial period of 12 months before delivery of possession of the said Unit.
- The Allottee/s provide permission to the Promoters to take any maintenance decisions regarding the said project. In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoters within a period of 15 days from the date on which such demand has been raised by the Promoters, failing which the Promoters shall charge interest @ 18% pa on such amount as is due. Upon failure of the Allottee/s to pay such amount as per the demand raised as aforesaid within 30 days of the demand raised, the Promoters will be entitled to deduct the said amount from Corpus Fund and appropriate the same towards the maintenance charges or even terminate the maintenance arrangement/ agreement.
- 26.10 The Promoters shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Allottee/s even prior to the said period, in which case, the Promoters shall also entrust the balance remaining amount received from the Allottee/s till then. No accounts thereof shall be furnished by the Promoters or the said Facility Management Agency to the Allottee/s or ultimate organization of the tenement Allottee/s.
- 26.11 It is further specifically agreed that the Allottee/s shall contribute and pay to the Promoters and/or the said maintenance company such additional sums as may be determined by the Promoters or the said maintenance company having regards to inflation from time to time.
- The Allottee/s will be liable to pay additional amount over the above-mentioned charges at actual on request of the Promoters or the Maintenance Agency. The Allottee/s shall also be liable to pay any taxes such as Goods and services tax or any other tax or levy, etc., if applicable as regards to the said maintenance service to be provided. It is specifically agreed and covenanted that the Allottee/s or the ultimate organization of the tenement Allottee/s shall not raise any dispute as regards the maintenance to be carried out or aforesaid maintenance amount charged by the Promoters and/or the said maintenance agency.
- 26.13 The Promoters shall use and utilize the said amount towards the maintenance of common facility of the Entire Township of and in the said Project on the said Property till the handing over of the building to the Association/Society/Federation/Apex Body of Allottee/s to be formed as

per the legal norms. The Allottee/s provide permission to the Promoters to take any maintenance decisions regarding the said project. In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoters/maintenance agency/Society/Federal Society within a period of 15 days from the date on which such demand has been raised by the Promoters/maintenance agency/Society/Federal Society, failing which the Promoters shall charge interest @ 18% pa on such amount as is due. Upon failure of the Allottee/s to pay such amount as per the demand raised as aforesaid within 30 days of the demand raised, the Promoters will be entitled to deduct the said amount from Corpus Fund and appropriate the same towards the maintenance charges or even terminate the maintenance arrangement/agreement.

- 26.14 The maintenance amount mentioned above shall be maintained by the Promoters in a separate account, and shall be used and utilized by the Promoters as listed, only for the common maintenance of the Project. The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s hereby agrees to enter into a maintenance/facility management agreement with the Promoters and the Facility Management Agency at the time of taking possession of the said Unit. Similarly, at the time of taking possession of the said Unit for fit-out purposes, the Allottee/s hereby agrees and gives his permission to sign off and abide strictly by the Fit-out Manual of the Promoters. The Allottee/s admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of payment or nonpayment by the Allottee/s.
- 26.15 It is further agreed by the Allottee/s herein that the Allottee/s 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 Promoters informs in writing to the Allottee/s herein that the Said Unit is ready for use and occupation.
- 27. OTHER COVENANTS:
- (A) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S-
- (i) The Allottees or his assignees or representatives shall not make any false, unethical and unprivileged statement in writing or orally, deliberately, intentionally, knowingly causing annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred, malicious representations to public at large with an intention to spreading offensive messages or to mislead about the Promoters and its organization, property and employees and dishonestly and/or fraudulently commit defamation or any act or omission which is prohibited under any law for the time being in force and offences cognizable and punishable under Indian Penal Code, 1860, Information Technology Act, 2000 etc.
- (ii) The Allottees or his assignees or representatives shall not threaten or speak in abusive, menacing language with representatives of the Promoters on telephone, on social media, computer resources or communication devices through Whatsapp, Instagram, Facebook and other applications of social media vide text, image, audio, video and other electronic record which may be transmitted with the annoying messages, and by using words or by signs or by visible representations makes or publishes any imputations concerning the Promoters threatening with any injury to the reputation or property of the Promoters.
- (iii) In the event, the Promoters finds that such illegal activity has been committed by the Allottees or his assignees or representatives then the

Promoters shall be entitled to take lawful actions against the Allottees including filing of criminal complaints with appropriate authorities and the Allottees shall be liable to pay damages for such act and shall be liable to undergo penal prosecution under the provision of various applicable laws.

(iv) 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/s of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.

#### (B) SEVERABILITY:

- If any provision of this Agreement shall be determined to be void or (i) unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.
- (ii) The Allottee shall indemnify and keep indemnified the Promoters and hold the Promoters harmless against all actions, claims, demand, proceedings, costs, damages, expenses, losses and liabilities (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoters, directly or indirectly in connection with (a) the enforcement of or preservation of any rights of the Promoters under this Agreement (b) any breach and/ or default by the Allottee in the performance of any and/or all of his/its obligations under this agreement (c) any injury to any property(ies) or person (s); or death of persons or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Unit(s) and directly or indirectly as a result of the negligence, act and/or omission of the Allottee's or his/its agents, servants, tenants, guests invitees and/or any person or entity under his/her/their/ its control and (d) Allottee's non-compliance with any of the instructions regarding the use and/or occupation of the said Unit.
- (iii) The Promoters reserves its right to place signage on the top terrace of the building. The Promoters may give up its reserved rights at the time of Conveyance of the said building in favour of the Society. The Society shall have the right to lease or give on leave and license the right to signage on the top terrace to the Promoters only and not to any Third Party.

# 28. SUPPLY OF UTILITIES:

28.1 Till handing over maintenance responsibility of the said Project to the Society the Promoters shall arrange to supply water and shall provide fire brigade services to the Integrated Township Policy, and to all the residents therein, at cost/usage fees/consumption charges as decided by the TMA /relevant authority from time to time, payable by the Allottee/s and / or the entities as the case may be to the TMA.

- 28.2 The Promoters may enter into an agreement with the relevant authority of Government of Maharashtra for provision of fire brigade services. The Promoters will bear one-time investment for infrastructure for the said fire brigade services. In such case the Allottee or the said Society as the case may be, shall pay proportionate recurring expenses in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra; otherwise to the TMA.
- 28.3 The Promoters shall install the water sewage treatment plant and arrange for solid waste management and the TMA shall be responsible for maintenance of the same.
- 28.4 The Promoters shall arrange that Maharashtra State Electricity Distribution Company Ltd. ('M.S.E.D.C.L.') or any other Power Utility shall directly provide electricity to Allottee of each Unit, to all the entities in the Integrated Township Policy, and electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However, the TMA shall not be responsible for short supply of electricity. The said society in the said Project shall be supplied with a generator set back up for common areas, which shall be exclusively maintained by that apex society.
- 28.5 The Promoters shall make necessary arrangement for providing sufficient water supply to the building/s in the Said Project. However, in case the non-availability of water or insufficient water supply from the concern water department & if necessary the water required to be obtained from outside sources, such as tankers or otherwise, then in such case the Allottee/s/Occupants shall bear all costs and expenses for such expense which shall be added in the Maintenance charges on pro-rata basis of such purchase, treatment and distribution of such water. The Promoters shall not be liable to pay towards expenses for the additional water procured.

# 29. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT-

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the total area of the said Unit to the total area of all the Units in the Project.

## 30. FURTHER ASSURANCES-

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

# 31. PLACE OF EXECUTION-

The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoters 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. SERVICE OF NOTICE-

That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served

if sent to the Allottee/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

#### NAME OF ALLOTTEE/S:-

1.	
2.	
	R/At:
	Fmail ID:

#### PROMOTERS NAME:-

#### MEXUS REAL ESTATE DEVELOPERS LLP

**ASHDAN DEVELOPERS PVT. LTD.** registered office at Solitaire World, Level 8, S. No. 36/1/1, Opposite Regency Classic, Mumbai-Bangalore Highway, Baner, Pune-411045

Email ID: <a href="mailto:crm@vtprealty.in">crm@vtprealty.in</a>

It shall be the duty of the Allottee/s and the Promoters 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 Promoters or the Allottee/s, as the case may be.

## 33. JOINT ALLOTTEE/S-

That in case there are Joint Allottee/s all communications shall be sent by the Promoters to the Allottee/s 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/s.

# 34. RESERVATIONS

- All payments agreed to herein and otherwise required to be made by the Allottee/s otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this Agreement, committed by the Allottee/s.
- Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Unit or of the said property and the building or any part thereof. The Allottee/s shall have no claim save &except in respect of the said Unit hereby agreed to be sold to the Allottee/s, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoters until the said property and the building save and except any part reserved by the Promoters, is transferred to the Allottee/s or the said organization. The Promoters shall be entitled to dispose of such open space, terrace, parkings, and garden space *et cetera*, to any Allottee/s for which the Allottee/s hereby grants and is always deemed to have granted the consent.
- Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of the time to the Allottee/s by the Promoters for anything, shall not be construed as waiver or acquiescence on the part of the Promoters of any breach or noncompliance of any of the terms and conditions of this Agreement, nor shall the same in any manner prejudice the rights of the Promoters.
- 34.4 The Allottee/s shall not, without the written permission of the Promoters, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit, 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 Promoters. Any breach thereof, shall entitle the Promoters, to terminate this agreement, without prejudice to any other rights, available to the Promoters under this agreement and/or other law.

34.5 The Allottee/s shall permit the Promoters and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Unit or any part thereof and to make good any defects found in respect of the said Unit or the entire building or any part thereof.

#### 35. ENTITLEMENT OF PROMOTERS-

- 35.1. The Promoters shall be entitled to sell any Unit, tenements and to allot the exclusive right to use garage, terrace/s, garden space/s, or any others space/s whether constructed or not and called under whatsoever name, etc. that has been or will be permitted by law or by local authority in the concerned locality to any person/s. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their permission and for this reason a separate permission for the same is not required.
- 35.2. In the event of any ultimate organization of tenement Allottees being formed and registered before the sale and disposal of all the Unit in the Building/Wing/Tower, all the power, authorities and rights of the Unit Allottee/s herein shall be always subject to the Promoters over all right to dispose of unsold tenements and allotment of exclusive rights to use unallotted parking space/s, terrace/s, space/s for garden purpose, or other space/s, etc. and all other rights thereto. The Allottee/s or any other tenement holder in the building or ad-hoc committee or Association of Unit or Society or the maintenance agency as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/Unit towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- 35.3. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other Unit /tenements shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Unit in the building is received by the Promoters.
- 35.4. The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this agreement.
- 35.5. If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the Allottee/s of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commits breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any Unit being allotted as exclusive right to use the terrace, open space, parking space etc. along with the said Unit, if any.
- 35.6. The Allottee/s is/are aware that the perspectives/ elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoters

- at its sole discretion may think fit and proper or as may be required by the concerned Authorities/ Government.
- 35.7. It is specifically understood that the Brochures, Compact Disc, advertising and marketing material published by the Promoters from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. The Brochure/Master Plan is the tentative projection of the whole plan of the said Project. There may/will be variations depending on the practical and technical problems or if so desired by the Promoters and therefore the said Project shall not/may not be the same as in the brochure/master plan. The Promoters shall not be liable for such variations nor shall the Allottee/s question the same in any manner.

#### 36. NAME OF THE SCHEME AND BUILDING/S-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme "VTP NEW HINJEWADI" and further erect or affix Promoters name board and writing at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank or in the lifts or any other place/s in any building/s. The Allottee/s or other tenement holders in the building or proposed ultimate organization of tenement Allottee/s or its successors are not entitled to change the aforesaid project / scheme name / name of the ultimate organization and remove or alter Promoters's name board or writing in any circumstances. This condition is essential condition of this Agreement.

The Promoters herein shall have liberty to change the name of the Entire Project & the Building for betterment of the Entire Project & the Building/Towers, hence the name of the Entire Project & the Building/Towers shall always be as desired by the Promoters, this covenant shall be binding upon the Allottee/s, successors in title of the Allottee/s, including the Society and the Ultimate Body/Federation in perpetuity.

# 37. CAR /TWO-WHEELER PARKING:

- 37.1. The Allottee/s for more beneficial use and enjoyment of the unit to whom Covered Car Parking/Tandem Car Parking have been allotted shall be entitled to the exclusive right to use of such allotted Covered Car Park within the Premises of "VTP NEW HINJEWADI" which may be either under the stilt or on the podium or in the basement. However, the parking will be at Allottee/s risk and Allottee/s shall not hold responsible the Promoters for any damage/loss to his/her/their vehicle. The Promoters shall allot the car parking space at its own option for which the Allottee/s shall not take or raise any objection.
- 37.2. For the effective management of parking spaces, the Allottee/s along with other unit Allottee/s here by requested the Promoters to earmark parking spaces being restricted common area, (open or in the stilt/Podium) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Allottee/s hereby authorize and give permission to the Promoters to do such earmarking of parking space being restricted common area, at its sole discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spaces.

- 37.3. Car Parking shall be subject to the rules framed by the Promoters to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties.
- 37.4. Cars will be washed and/or cleaned in the designated Cars Washing Areas.
- 37.5. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- 37.6. The Allottee/s shall park his/her/its vehicles in the said Car Park Spaces for their individual use
- 37.7. No commercial vehicles shall be allowed to be parked within the said premises.
- 37.8. If the Allottee/s have opted for covered car parking and since there are limited number of Car parking, the Allottee/s would only exercise 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/s who have opted for covered car parking.
- 37.9. The Allottee/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Allottee/s to the said Body as a member thereof, the Allottee/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 Promoters so that the respective person/s in whose favour The Promoters have/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.
- 37.10. The Allottee/s herein has/have granted his/her/their free, and express permission and confirmation thereto and in confirmation thereof has/have agreed to acquire the said Unit and will not raise any objection and/or obstruction to the allotment of Covered &/or Open parking spaces made by the Promoters to any intending Allottee/s.
- 37.11. Any Allottee/s who has purchased covered parking being restricted common area, will not park his/her/their vehicle in common area

# 38. DISPUTE RESOLUTION-

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

# 39. ENTIRE AGREEMENT-

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoters and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement,

agreement, exchange of documents including marketing materials, brochures etc.

#### 40. GOVERNING LAW-

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

#### 41. ALLOTTEE/S'S UNDERTAKING -

41.1. This agreement is on principal to principal basis between the Allottee/s and Promoters and hence at all times will remain so and any differences between the parties hereto will be resolved on the basis of the process mentioned in this agreement. The Promoters is not obliged to respond to any group of Allottee/s prior to the formation of the Society/ Ultimate Body to which the Promoters shall respond only for all matters excluding issues pertaining to Allottee/s Unit. For responding to any individual issues, the Promoters shall only respond to the Allottee/s named herein or a duly constituted authorized representative of the Allottee/s empowered to take all decisions in the matter being addressed.

The Allottee/s confirms that he has fully read and undrstood the terms and conditions of this Agreement and agrees to abide by the same at all times. The Allottee/s further confirms of being fully conscious that it is not incumbent on the part of the Promoters to send him reminders/notices in respect of his obligations as set out in this Agreement and he shall be fully liable for any consequences in respect of defaults committed by him in not abiding by the terms and conditions contained in this Agreement. The Allottee/s further confirm having sought detailed explanations and clarifications from the Promoters and that the Promoters have readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Promoters the Allottee/s herein has/have signed this Agreement and has paid the money (ies) hereunder being fully conscious of his liabilities and obligations.

Since the Allottee/s have opted for covered car parking and since there are limited number of Car parking, the Allottee/s would only exercise 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/s who have opted for covered car parking.

# 42. BINDING EFFECT, REGISTRATION AND STAMP DUTY:-

42.1. Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including

- the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 42.2. The Allottee/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the registration act and Promoters after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereof.
- 42.3. The Allottee/s herein shall bear and pay stamp duty, if any and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final sale deed which is to be executed by the Promoters in favor of the Allottee/s. The parties herein 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 Promoters in favor of the Allottee/s or in the name of the Society/Ultimate Body in which the Allottee/s will be the member in respect of the said Unit.

#### FIRST SCHEDULE

(THE SAID TOWNSHIP LAND)

The lands bearing survey nos. 39/1, 39/2, 40/1, 40/2, 40/3, 40/4, 41/1(P), 41/4, 42/1, 42/2A, 42/2B, 42/3, 42/4, 42/5, 42/6, 42/7, 42/8(P), 42/9, 42/10, 42/13, 43/1(P), 43/2/1, 43/2/2, 44/1, 44/2, 45(P), 46/1, 46/2, 46/3, 46/4, 46/5, 46/6, 46/7, 46/8, 46/9, 46/10, 47/1, 47/2(P), 47/3(P) of village Mahalunge and survey nos. 187/3A(P), 187/3E, 187/3F, 188/1, 189/3, 189/4, 190/2, 191/1, 191/3(P), 192/1/1, 192/1/2, 192/1/3, 192/3, 193/2, 193/3, 193/4, 193/5, 194, 195/1, 195/2, 196/3, 198/1/1, 198/1/2, 199/1, 199/2, 199/3, 199/4, 200/1/1(P), 200/1/2, 200/1/3, 200/3/1, 200/3/2, 201/1, 201/2, 201/3, 201/4, 202(P), 203/1, 203/2, 203/3, 203/4, 204/1, 204/2(P), 204/3, 204/4, 204/5, 204/6, 205/1, 205/2, 206/1, 206/2/2, 206/2/3, 207, 208/1(P), 208/2/2(P), 208/4, 208/5, 208/6/1(P), 208/6/3, 216/1, 216/2, 216/3(P), 217/1(P), 218/1/1, 218/1/2 of village Hinjewadi and suvey nos. 49/1(P), 49/2, 49/3, 50/1A, 50/2A, 52/1B, 52/2B, 52/2A, 52/2C, 52/2D, 52/2E, 52/2F of village Maan, Taluka Mulshi, District Pune, collectively admeasuring 104.4175 Ha

# SECOND SCHEDULE

(THE OWNERSHIP LAND)

All piece and parcel of land totally admeasuring 40,260 sq.mtrs. out of Survey nos. 188/1(P), 191/3(P), 192/1/1, 192/1/2, 192/1/3, 192/3, 193/2, 193/3, 193/4, 193/5 situated at village Hinjewadi, Taluka Mulshi, District Pune, out of the said Township land more particularly described in FIRST SCHEDULE hereinabove written

#### THIRD SCHEDULE

(THE SECTOR LAND)

All piece and parcel of land totally admeasuring 36,217 sq.mtrs. under Sector R21+27 out of the said Township land more particularly described in SECOND SCHEDULE hereinabove written

On or towards East : 36 Meters Road
On or towards South : 36 Meters Road
On or towards West : Survey no. 193/1
On or towards North : Survey no. 191/2

## FOURTH SCHEDULE

(THE PROJECT LAND)

All piece and parcel of land totally admeasuring 2,062.39 sq. mtrs. out of the said land more particularly described in THIRD SCHEDULE hereinabove written, bounded as follows:

#### FIFTH SCHEDULE

(THE SAID UNIT)

All that;

Unit No.	
Carpet Area	Sq. Mtrs.
Balcony Area	Sq. Mtrs.
Garden Area	Sq. Mtrs.
Floor	
Building/Wing/Tower	
PROJECT NAME	VTP NEW HINJEWADI PHASE 1

Being constructed on the said Project Land, more particularly described in SCHEDULE written above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and delineated in the floor Plan annexed hereto, along with exclusive facility to use \_\_\_\_\_ Parking Space.

IN WITNESS WHEREOF THE PROMOTERS AND ALLOTTEE/S WITH FREE CONSENT, COMPLETE KNOWLEDGE & IN COMPLETE PRESENCE OF MIND, SIGNED & DELIVERED THIS DOCUMENT, IN PRESENCE OF:

SIGNED SEALED	AND DELIVERED	by the above-named
OWNER/PROMOTE	R NO. 1, MEXUS REAL E	STATE DEVELOPERS LLP
through its Authorise	ed Signatory	
РНОТО	THUMB	SIGNATURE

ED AND DELIVERED by to a common to the commo	
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Witn	Witnesses	
1.	Name:	
	Address:	

	Signature:
2.	Name:
	Address:
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