

ALLOTMENT LETTER

Date:

To,

Mr./ Mrs./Ms. _____

Mr./ Mrs./Ms. _____

Confirmation of Allotment

Ref.: Your Application for Allotment dated _____

Dear Sir/Madam,

We are pleased to inform you that we have considered your application and hereby agree to allot to you the following tenement on certain terms and conditions:

- (I) Flat No. : _____
- (II) Carpet Area : _____ square metres
- (III) Floor : _____
- (IV) Balcony Area : _____
- (V) Car Parking : _____ square metres (Covered/Open)
- (VI) Building No. : _____
- (VII) Project : _____ at _____

- (VIII) Consideration : Rs. _____/- (payable as per stages
mentioned in the proposed agreement)
- (IX) Other Charges : (a) Rs. -----/- for Corpus fund towards society /
condominium / apex body.
(b) Rs. _____/- for formation and
registration of society/Condominium/
Apex Body and legal charges.
(c) Rs. _____/- for proportionate share
of taxes and other charges/levies in
respect of society/Condominium/Apex
Body.
(d) Rs. _____/- for deposit towards
provisional monthly contribution towards
outgoings of society/Condominium/Apex
Body.
(e) Rs. _____/- for deposit towards
Water, electric and other utility and
services connections charges.
(f) Rs. _____/- for deposit towards
Electricity receiving and Sub Station
provided in Layout.
- (X) Date of Possession : _____ (subject to force majeure
conditions and other terms as per the

proposed agreement).

- (XI) Rebate for early payment : _____ percent per month for advance payment towards future installments of consideration.
- (XII) Stamp Duty & Registration Fees : At actual prior to registration of proposed Agreement.
- (XIII) VAT/Service Tax/GST/etc. : At actual as and when called for.
- (XIV) Ultimate Organization of : Cooperative Housing Society or tenement purchaser/s : Condominium as would be decided by us.

The payments of the consideration shall be made by you as per the standard payment schedule mentioned in the proposed Flat Purchaser Agreement for the said tenement.

Please note that at your request we shall allot to you _____ Car Parking Space as stated above for your exclusive use, but which shall form part and parcel of the common restricted areas. Please further note that only you shall not have any right, title or interest in the said tenement till such time the necessary Agreement for Sale is executed and registered. The Agreement should be executed within 30 days from the date of this Confirmation, failing which the allotment made hereby shall automatically stand cancelled and terminated and the cancellation terms shall apply and there shall be no requirement for us to give you any written notice to that effect. In the event of such cancellation the amount paid by you till that date shall be refunded to you without any interest on it whatsoever and after reasonable deduction as decided by us i.e. the Developer.

Please further note that issuance of this non transferable Allotment Letter to you and that this Allotment Letter is not meant or be treated or deemed to be as an Agreement contemplated under the provisions of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017.

We have also furnished to you the floor plans and details of the specifications of the said tenement and the proposed agreement to be entered into at the time of booking and that you have no confusions whatsoever thereto and that would not change the option confirmed by us on the date of booking.

Prior to returning the copy of this Confirmation Letter, we once again call upon you to have yourself satisfied as regards the title and our rights to develop the said project and marketability of title, nature of Agreement for Sale to be executed, floor plans, specification and amenities and also the rules and regulations regarding the project, which had already been explained to you in detail.

We look forward to serve you better.

Thanking You,

Yours faithfully.
for M/s _____

Authorized Signatory

AGREEMENT

THIS AGREEMENT is made and executed at on this day of Two Thousand and

BETWEEN

M/s. PANDIT JAVDEKAR ASSOCIATES, a registered partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its place of business at **“Vijaydurg”, 101 & 102, Final Plot No. 43C, CTS No. 115C, Prabhat Road, Pune 411004**, PAN No. AAGFP1023J, through the hands of its partners **(i) Mr. Rahul Arunkumar Pandit**, Age: adult; Occupation Business, Residing at: Flat No. 400, Saraswati Apartment, Off. Prabhat Road, Erandwane, Pune 411004 and **(ii) Mr. Shivkumar Arvind Javdekar**, Age: adult, Occupation: Business, Residing at: Flat No. 601, Krupa Apartment, Bhonde Colony, Pune 411004; Hereinafter referred to or called as **“THE PROMOTERS”**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said partnership firm and the present and future partners constituting the said firm and their respective heirs, administrators, successors, executors and assigns)

... PARTY OF THE FIRST PART

AND

- (1) Mr.** _____
Age: ___ years, Occupation: _____ PAN _____
- (2) Mr.** _____
Age: ___ years, Occupation: _____ PAN _____
Residing at _____

Hereinafter referred to or called as **“THE PURCHASER/S”** (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser /s alone so far as the obligations on the part of the owner and / or the Promoters is/are concerned and Purchaser /s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

... PARTY OF THE SECOND PART

AND

- (1) Mr. Vijaykumar Ganesh Kulkarni**
Age: 72 years, Occupation: Retired PAN No. ABTPK0748H
- (2) Mrs. Nanda Vijay Kulkarni**
Age: 69 years, Occupation: Retired PAN No. ACDPK8590Q
Residing at: 89B/3, Erandwana, Opp. Kamala Nehru Park,
Gangote Path, OM Bungalow, Pune 411004

Hereinafter collectively referred to or called as **“THE CONSENTING PARTY”** (which expression unless repugnant to the context or meaning there of shall mean and include the Consenting Party and their respective heirs, executors, assignees etc)

... PARTY OF THE THIRD PART

WHEREAS

(A) The Promoters herein are the absolute owner of and otherwise well and sufficiently entitled to all that piece and parcel of land or ground admeasuring 569.59 square metres bearing Final Plot No. 123/3 corresponding City Survey No. 89-B/3 in the Town Planning Scheme No. 1 situate at village Erandwane, Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar of Assurances Haveli Nos. 1 to 27, Pune and hereinafter

referred to as the **“said Land”** and more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure “1”.

(B) The Title and Rights of the Promoters to the said land are detailed hereunder:-

- (a) The said land was originally owned and possessed by one Mr. Narhar Vishnu Dharap prior to the year 1967. By a Sale Deed dated 14/7/1966 registered with the office of the Sub Registrar Haveli No. 2 at serial no. 1505/1966, the said Mr. Narhar Vishnu Dharap has absolutely sold and conveyed the said land unto and in favour of Mr. Meghashyam Chintaman Joshi and Mrs. Sulochanabai Meghashyam Joshi for consideration and on certain terms and conditions.
- (b) The said Mr. Meghashyam Chintaman Joshi and Mrs. Sulochanabai Meghashyam Joshi prepared the building plans in respect of the said bungalow to be constructed on the said land and accordingly the Pune Municipal Corporation had sanctioned the same vide Commencement Certificate bearing No. 851 dated 29/3/1972.
- (c) The Collectorate, Pune vide its Order bearing No. NA.SR.I/II.139/72 dated 30/6/1972 had permitted the Non Agricultural use of the said land.
- (d) The said Mr. Meghashyam Chintaman Joshi and Mrs. Sulochanabai Meghashyam Joshi had constructed the said bungalow on the said land and had obtained the necessary Completion Certificate bearing NoTP 6197/1978 dated 31.05.1978 from Pune Municipal Corporation.
- (e) By a Lease Deed dated 22/11/1992 and registered with the office of the Sub Registrar Haveli No. 4 at serial no. 4302/1993, the said Mr. Meghashyam Chintaman Joshi and Mrs. Sulochanabai Meghashyam Joshi have granted on lease a constructed portion admeasuring 937.06 square feet i.e. 87.06 square metre on the first floor of the said bungalow for a period of 98 years and on monthly rent and on certain other terms and conditions into and in favour of Mr. Vijaykumar Ganesh Kulkarni and Mrs. Nanda Vijay Kulkarni i.e. the Purchaser/s herein.
- (f) In terms of the said Lease Deed dated 22/10/1992, the said Mr. Vijaykumar Ganesh Kulkarni and Mrs. Nanda Vijaykumar Kulkarni have constructed the said residential premises admeasuring 937.06 square feet i.e. 87.06 square metres on the first floor of the bungalow and are on date in use and possession of the same.
- (g) The said Mr. Meghashyam Chintaman Joshi expired intestate on 4/11/2002 leaving behind his legal heirs namely (i) Mrs. Sulochanabai Meghashyam Joshi – widow and (ii) Mr. Suresh Meghashyam Joshi – son.
- (h) The said Mr. Sulochanabai Meghashyam Joshi expired intestate on 16/03/2015 leaving behind her Will and Testament dated 17/7/2003 and had bequeathed her right, title and interest and share in the said property in favour of her son Mr. Suresh Meghashyam Joshi absolutely and forever.
- (i) By a Deed of Sale dated 29/01/2019 registered with the office of the Sub Registrar Haveli No. 23 at serial no. 1641/2019, the said Mr. Suresh Meghashyam Joshi has absolutely sold and conveyed unto and in favour of the Promoters herein all that piece and parcel of land or ground admeasuring 569.59 square metres bearing Final Plot No. 123/3 corresponding City Survey No. 89-B/3 in the Town Planning Scheme No. 1 situate at village Erandwane, Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar of Assurances Haveli Nos. 1 to 27, Pune along with the Ground Floor admeasuring __ Square Metres out of the said bungalow known as “Om” standing thereon comprising of ground and first floor admeasuring 189.84 square metres (built up area) for consideration and on certain terms and conditions.
- (j) By Agreement of Transfer dated 29/01/2019 duly registered with the office of the Sub Registrar Haveli No. 23 at serial no. 1640/2019, the said Consenting Party herein i.e. Mr. Vijaykumar Ganesh Kulkarni and Mrs. Nanda Vijay Kulkarni have agreed to transfer their leasehold rights unto and in favour of the Promoter herein in respect of the Lease Deed dated 22/10/1992 along with First Floor admeasuring 87.06 Square Metres out of the said bungalow known as “Om” standing on all that piece and parcel of land or ground admeasuring 569.59 square metres bearing Final Plot No. 123/3 corresponding City Survey No. 89-B/3 in the Town Planning Scheme No. 1 situate at village Erandwane, Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar of Assurances Haveli Nos. 1 to 27, Pune for a consideration of Rs. 1,05,00,000/- (Rupees One Crore Five Lakhs only).
- (k) Pursuant thereto the Promoters have demolished the said bungalow after obtaining the necessary permissions and sanctions.

- (C) In these circumstances the Promoters herein are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said land more particularly described in the First Schedule hereunder written and hereinafter referred to as **“the said land”** and the Promoters are entitled to develop the same.
- (D) The Promoters herein have appointed “A design Studio” having office at: Patil Plaza next to kalinga Restaurant Erandwane Pune as its Architect and J W Consultant having office at: Sai Radhe, Office No.201, 2nd floor , 100 Kennedy Road, Behind Hotel Le Meridien,Pune-411004as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services and supervision. The Promoters herein have reserved right to change aforesaid Architects and Engineers before the completion of the building/s.
- (E) The Promoters and/or their predecessors in title have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder:-
- (i) The Collectorate, Pune vide its Order bearing No. NA.SR.I/II.139/72 dated 30/6/1972 had permitted the Non Agricultural use of the said land.
 - (ii) The Pune Municipal Corporation has sanctioned the building plans in respect of the building to be constructed on the said land and has issued the necessary Commencement Certificate bearing no.CC/3395/2018 dated 31.01.2019.
- (F) In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried building/s thereon and have absolute right to sell, lease, mortgage, etc. the flats/ apartments in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, etc. in the buildings, which is/are under construction or to be constructed on the said land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.
- (G) The Promoters herein have demolished the said bungalow and commenced the development of the said land by constructing a residential building thereon to be known as **“OM Apartments”**.
- (H) The Promoters have registered the said project :OM” under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the necessary MAHA Rera Registration Certificate bearing _____ dated _____ has been issued by the Real Estate Regulatory Authority.
- (I) The Promoters have also disclosed to the Purchaser/s that they would form and register a Condominium / Apartment as the ultimate organization of the tenement purchasers and would execute and register the Deed of Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 after the disposal of 51% of the tenements in the project.
- (J) The Promoters have disclosed that the said Building now comprises of Parking floor plus 6 upper floors as per the current sanctioned plans with 1.1 FSI and the Promoters shall revised the building plans so that the said building shall have Parking plus 6 (Six) upper floors residential tenements therein and further that the total FSI including the loaded TDR/Paid FSI is to the tune of 113.92 square metres or thereabouts in and upon the said building.
- (K) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(L) The copy of the plan showing the said land is annexed hereto as Annexure – “1”, The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – “2”. The copy of Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure – “3”. The copies of the parking floor plan and floor plan, showing the allotted parking and the said premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “4A” and “4B”. The copy of the Commencement Certificate is annexed hereto as Annexure – “5” being sanction to the buildings plans. The details of the said premises which is agreed to be purchased by the purchaser herein are annexed hereto as Annexure – “6” The specifications & Amenities herein are agreed to be provided by the Promoters in the said premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – “7” annexed hereto. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure “8”. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure “9”. The MAHA Rera Certificate is annexed hereto as Annexure “10”.

(M) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building and the tenements therein.

(N) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said project on the said land and the said building/s and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(O) After the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/ conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

(P) The Purchaser/s herein has/have applied/requested to the Promoters for allotment of the said Premises more particularly described in Annexure “6” annexed hereto and shown on the plan annexed hereto as Annexure “4A & 4B”, (herein referred to or called as **“THE SAID PREMISES”**)

(Q) The “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(R) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – “7” annexed hereto.

(S) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements/ flats/ terraces, and top terrace etc.

(T) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

(U) The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Co-operative Societies Act, 1960 or under any statue.

(V) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

(W) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to allot and the Purchaser/s have agreed to retain the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. CONSTRUCTION

As stated hereto before the Pune Municipal Corporation/concerned authorities has sanctioned the building plans of the building which is under construction on the said land. The Promoters herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser/s as stated hereinabove. The Promoters shall be revising the building plans for addition of further floors consuming the total buildable potential of the said land. No separate consent of Purchaser/s shall be required for revision of the building plans for addition of additional floors and tenements in the building

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser /s.

2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to allot to the Purchasers Residential premises bearing **Residential Flat No.** _____ admeasuring carpet area about ____ **square metres** and Enclosed Balconies collectively admeasuring **nil square metres** together making a total area of _____ **square metres** situate on ____ (____) Floor in Building and project to be known as **“OM Apartments”** and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring ____ **square metres**, (ii) adjacent Open Balcony collectively admeasuring ____ **square metres**, (iii) Overhead Open Terrace admeasuring **nil square metres**, (iv) One Covered/Mechanical Car Parking admeasuring ____ **square metres** and along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure **“6”** annexed hereto and is hereinafter referred to as **“THE SAID PREMISES”**, at or for a consideration of **Rs.** _____ **/- (Rupees** _____ **only)**. also includes the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but exclude all expenses of stamp duty and registration fees, maintenance deposits/charges, or such levies which if applicable. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specifications and amenities in the said Premises which are more particularly described in the Annexure 5" annexed hereto.

(C) The GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies shall be borne by the Promoters.

(D) The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility , which are other than the specifications and amenities as set out in Annexure "5".

(E) The present agreement is not a construction agreement or work contract or service contract and the said land, the said building and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said land and building/s thereon including the said Premises.

(F) The Promoters undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

3.1 The Purchaser/s/s herein is well aware that, the building in which the said Premises is situated and which building is under construction, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Third Schedule written hereunder.

3.2 The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s/s by the Promoters.

3.3 Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s/s shall have to pay the entire installment without any rebate or deduction.

3.4 It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stags of construction or items of work set out in the payment plan as stated in Third Schedule written hereunder and to demand from the Purchaser/s/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

3.5 Any deduction of an amount made by the Purchaser/s on account of Tax Deduction at Source ("TDS") as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Purchaser/s submitting the TDS Certificate and provided that the amount mentioned therein matches with the relevant provisions of law.

3.6 The total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods and Service Tax, and Cess or any other applicable taxes, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction) up to the date of handing over the possession of the said Unit/Flat/Office and/or otherwise, and

the same will be paid by the Purchaser/s from time to time, as and when raised by the Promoter, or as and when become payable.

- 3.7 The Purchaser/s shall pay the aforesaid consideration alongwith all applicable taxes, etc. to the Promoters on due date or within 7 days from the Purchaser/s receiving the intimation in writing on paper or by E-mail from the Promoters calling upon the Purchaser/s to make the payment. It is clarified that the payment in time is the essence of the contract.
- 3.8 The Promoter informed to the Purchaser/s/s that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser/s by local Cheques / Demand Draft issued / drawn in the name of "M/s Pandit Javdekar Associates".
- 3.9 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest as per the State Bank of India, highest marginal cost of lending rate + 2% per annum per month or part thereof at monthly rest, on all the amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Purchaser/s and the Promoter shall be entitled to recover the same, from time to time, or in its entirety before delivery of possession of the said Unit/Flat.
- 3.10 The Purchaser/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

(A) It is hereby agreed that the Promoters and the Purchaser/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 Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

(B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Pune Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

- (A)** In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- (B)** It is hereby declared that, sanctioned plan/s of has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI.
- (C)** The Promoters have disclosed that they have at the time of this Agreement utilized a buildable potential to the tune of 740.47 square metres only as per the sanctioned plans and shall utilize the balance buildable potential, if any by revising the building plans by addition additional tenement/floors in and upon the said building in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said land and/or to the layout plan and/or to the building pans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to

give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.

- (D)** The Promoters reserve the rights to amend /add/delete the aforesaid specifications and amenities excepting for the said flat and also to change the elevation, color scheme, without notice to the Purchaser/s. Also the Promoters reserve the right to remove/transplant any existing trees/ plants on the plot entirely at their discretion.
- (E)** The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.
- (F)** As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

- (A)** The Promoters herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoters.
- (B)** The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/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 land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.
- (C)** The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said land and the buildable potential and further the Promoters' rights and authority as to enter into this agreement.

7. TIME IS ESSENCE OF THE AGREEMENT

- (A)** Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.
- (B)** The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the Completion Certificate from the concerned authorities.
- (C)** The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure "8" being the payment plan.
- (D)** If the Promoters fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.
- (E)** The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

- (F)** Without prejudice to the right of the Promoters to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.
- Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.
- (G)** At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Amol Sitaram Waghmode, Age: 31 years, Occupation: service, Residing at: 325, Gosavi Vasti, Opp Laxmi Mandir, Kothrud, PUNE 411038 being the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mr. Amol Sitaram Waghmode is annexed hereto as Annexure "11" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8. SPECIFICATIONS AND AMENITIES

- (A)** The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure "5" annexed hereto.
- (B)** If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/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 Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Promoters shall be final.

9. TERMINATION OF AGREEMENT:

- 9.1 Without prejudice to the right of the Promoter to charge interest in terms of clause no. _ _ _above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned authority and other outgoings) and on the Purchaser/s committing default of payment of installment, the Promoter may terminate this Agreement; provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD and by e-mail at the address provided by the Purchaser/s, of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. After giving notice in writing, if the Purchaser/s fails to rectify the default / breach of terms and conditions within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement, and the Purchaser/s shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed of the Agreement.

- 9.2 If the Purchaser/s, for any reason whatsoever (without the default of the Promoter), desires to terminate this Agreement / transaction in respect of the said premises then, the Purchaser/s shall intimate the same in writing by sending 15 days prior notice to the Promoter. Thereafter, on the terms and conditions contained hereinafter, the Promoter shall be entitled to deal with the said premises with the prospective buyers, and the Purchaser/s shall have only right to receive the refund of the amount paid to the Promoter subject to any deductions as stated herein below and without any interest or compensation, on execution and registration of the Cancellation Deed.
- 9.3 It is agreed between the parties hereto that, if the transaction in respect of the said premises between the Promoter and Purchaser/s herein is terminated then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Purchaser/s herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.
- 9.4 On termination of transaction in respect of the said premises as aforesaid the Purchaser/s herein shall be entitled to receive the amount being refund of consideration paid by the Purchaser/s to the Promoter subject to the deductions as under:
- 9.5 In any of the event of termination as stated hereinabove, the Purchaser/s is not entitled to receive refund of the amount paid by the Purchaser/s to the Promoter, on account of Service Tax, VAT, Local Body Tax, GST or any other taxes, Cesses, Stamp Duty, Registration Fee, etc., paid by the Promoter to the respective authorities.
- 9.6 The Promoter shall be entitled to deduct and retain 5% of the consideration amount as stated in clause no. 2 hereinabove as compensation.
- 9.7 If the Purchaser/s availed housing loan against the said premises from any Bank / financial institution, etc. then the Purchaser/s is not entitled to receive the aforesaid refund till producing No-Dues Certificate and Release Deed executed by such Bank / financial institution for releasing the encumbrance of loan and interest thereon on the said premises . The Promoter shall make the refund as above to such Bank / financial institution on behalf of the Purchaser/s towards outstanding loan, and the Purchaser/s shall be liable for clearing the balance outstanding loan amount, if any.
- 9.8 In the event termination of the present transaction, the Promoter shall be liable to refund the consideration amount as above within thirty days, from the date of termination/cancellation and execution and registration of the deed of cancellation.
- 9.10 Without prejudice to the aforesaid, on termination of this Agreement, the Purchaser/s shall only have right to receive the refund of the aforesaid amount, on execution of the Cancellation Deed (to be executed by the Purchaser/s within 15 days from the receipt of intimation from the Promoter) and all other rights under this Agreement of the Purchaser/s stand automatically extinguished.

10. DELIVERY OF POSSESSION

The Promoters shall construct and hand over to the Purchasers peaceful and vacant possession of the said tenements comprised on or before _ _ _ _ in the Purchasers Constructed Area within a period of 24 (twenty four) months plus 3 (three) months grace period i.e. total period of 27 (twenty seven) months from the execution hereof. Time is the essence of the contract. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable to pay a monthly compensation of Rs. 50,000/- (Rupees Fifty Thousand Only) to the Purchaser/S till the time the Promoters offer possession of the said premises to the Purchaser.

Provided that, the Promoters shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of the said building in which the said Premises is situated is delayed on account of:-

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.

- (iv) Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.
- (v) Pendency of any litigation.
- (vi) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (vii) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pune Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (viii) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (ix) Any other reasons beyond the control of the Promoters including force majeure conditions.

In the event the Promoters fail to hand over the vacant and legal possession of the said premises as stated above, the Promoters shall be liable to pay to the Purchaser/s a monthly sum equivalent to the rent/license fees for the alternative accommodation from the date of possession mentioned herein till such time the Promoters offer to hand over the actual and vacant possession of the said Premises, duly completed in along with the Completion Certificate.

11. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES

- (A)** After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.
- (B)** On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10(A), at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts if any due and payable by the Purchaser/s to the Promoters and the Purchaser/s herein has/have not committed any default in pursuance of these presents.
- (C)** It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.
- (D)** At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.
- (E)** The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.
- (F)** The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.
- (G)** In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc as applicable.

12. DEFECT LIABILITY

(A) If within a period of 5 (five) years from taking possession of the said Premises or 15 days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) 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 Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

13. USE OF THE SAID PREMISES

(A) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential purpose as shown in the sanctioned plan.

(B) The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Accommodation for any person/s, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(C) The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces,

(D) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

14. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the said project or in the said building shall join in forming and registering the Condominium to be known as **“OM Apartments”** or by such name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Condominium including the bye-laws of the

proposed Condominium and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the organization of the tenement holders being Condominium, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of Condominium, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Condominium, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Condominium, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

- (B)** The Promoters shall form and register the Condominium after the sale of atleast 51% (fifty one percent) of the tenements in the project.

15. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

The Promoters have also disclosed to the Purchaser/s that they would form and register a Condominium / Apartment as the ultimate organization of the tenement purchasers and would execute and register the Deed of Declaration under section 2 of the Maharashtra Apartment Ownership Act, 1970 after the disposal of 51% of the tenements in the project and that the Promoters shall execute the necessary Deed of Apartment conveying the said Premises along with undivided share in the common amenities and facilities and in the said land within 30 (thirty) days of the Purchaser/s taking possession of the said Premises or from the date of registration of the Deed of Declaration whichever is later.

16. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

- (A)** Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Association or Society which is to be formed by the Promoters herein as stated hereinbefore.
- (B)** Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises quantified at Rs.5,000/- (Rupees Five Thousand only) per month to the Promoters and/or maintenance company appointed by the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Association which is to be formed by the Promoters herein as stated hereinbefore.
- (C)** The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.
- (D)** The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in advance a sum of Rs. 60,000 (calculated at Rs. 5000/- per month for 12 months) towards maintenance charges for a period of 12 (twelve) months to the Promoters or the maintenance company. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.
- (E)** It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said maintenance company such sums as may be determined by the said maintenance company having regards to inflation.
- (F)** The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

(G) It is specifically agreed between the parties hereto that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

17. SPECIAL COVENANTS

(A) The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project 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 Purchaser/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 premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

(B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property.

(C) The Purchaser/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 rain water harvesting, STP or bio compost plant (if any), etc. The Purchaser/s hereby gives his/her//their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant, rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

(D) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said premises during the course of construction with prior permission of the Promoters and on a pre appointed time and date only.

(E) The Purchaser/s shall not be entitled to carry out any modification or charges in the said premises during or after the construction of the said Premises without the prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

(F) There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(G) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

(H) The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

(I) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- (J)** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, common terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.
- (K)** Any delay tolerated or indulgence shown or omission on the part of the Promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoters shall not be construed as the waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- (L)** In the event of the Condominium/Apartment being formed and registered before the sale and disposal of all the tenements/units. premises in the building, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, common terrace/s, space/s for garden purpose. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Association of Apartment or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards donation or transfer charges etc.
- (M)** 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 premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.
- (N)** The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/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.
- (O)** 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 purchaser 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 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 commit 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 Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.
- (P)** In case after the possession of the said premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.
- (Q)** On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

18. PROMOTERS'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all

other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

19. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERSS

- (A)** The Promoters has clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.
- (B)** The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.
- (C)** There are no encumbrances upon the said land or the said project save and except those disclosed in the Title Report and/or in this Agreement.
- (D)** There are no litigations pending before any Court of Law with respect to the said land or project save and except those disclosed in the Title Report and/or in this Agreement.
- (E)** All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said land and the said building shall be obtained 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 said project, said land and the said building and common areas.
- (F)** The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- (G)** The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.
- (H)** The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.
- (I)** At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.
- (J)** 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 concerned authorities.
- (K)** No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said land) has been received or served upon the Promoters in respect of the said land and/or the said project save and except those disclosed in the title report and/or in this agreement.

20. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

- (A)** To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building in which the said Premises is situated, staircase or any passage, which may be against the rules,

regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

- (B)** Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or cause to carry out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.
- (C)** To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision entire cost borne by the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- (D)** Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC piers or other structural members in the said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers.
- (E)** Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (F)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the building in which the said Premises is situated.
- (G)** Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the top terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers 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.
- To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.
- (H)** The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoters and obtained written consent thereof.
- (I)** The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may have adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building and the tenement therein and for observance

and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

- (J) Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/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 premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

21. NAME OF THE PROJECT AND BUILDING/S

- (A) 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 **“OM Apartments”** and further erect or affix Promoters name board 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 of any building/s.
- (B) The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter Promoter’s name board in any circumstances. This condition is essential condition of this Agreement.

22. MEASUREMENT OF THE AREA OF THE SAID PREMISES

- (A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated.
- (B) “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
- (C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid agreement and if the area is less than the area mentioned in the aforesaid agreement, then the Promoters/s will pay to the Purchaser/s the consideration amount as per the Promoters/s market rate.
- (D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

23. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises 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 Purchaser/s who has/have taken or agreed to take the said Premises.

24. CAR PARKINGS

- (A)** It is hereby agreed that though the car parking and scooter parking area covered or open shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.
- (B)** The Promoters have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex-gracia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.
- (C)** All the tenement purchasers in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parkings, scooter parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.
- (D)** The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.
- (E)** The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Mr. _____ being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

25. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brouchers contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/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 favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

27. ENTIRE AGREEMENT

This Agreement along with its schedules and annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

28. RIGHT TO AMEND

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

29. SEVERABILITY

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

30. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the tenements in the project.

31. FURTHER ASSURANCES

The parties hereto 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 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.

32. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

33. REGISTRATION

The Purchaser/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 will attend such office and admit execution thereof.

34. SERVICE OF NOTICE

- (A)** All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.
- (B)** In case of change of any address, telephone number, email address of any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.
- (C)** In case of joint purchasers all communications shall be sent by the Promoters to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

35. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

36. EFFECT OF LAWS

- (A) 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.
- (B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.
- (C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

FIRST SCHEDULE

(Description of the said land)

All that piece and parcel of land or ground admeasuring 569.59 square metres bearing Final Plot No. 123/3 corresponding City Survey No. 89-B/3 in the Town Planning Scheme No. 1 situate at village Erandwane, Pune City, District Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar of Assurances Haveli Nos. 1 to 27, Pune and the said land is bounded as follows:-

- On or towards the East : By Final Plot No. 122/3.
- On or towards the West : By Road and Final Plot No. 123/6.
- On or towards the North : By Road and Final Plot No. 123/2.
- On or towards the South : By Odha/Nala.

together with (i) all rights and remedies at law, and (ii) easement, appurtenances, accesses, ingress, egress, pathways and (iii) consequential, incidental and all other ancillary rights thereto.

SECOND SCHEDULE

(Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON FACILITIES:-

- 1. RCC Frame work structure of the buildings.
- 2. Drainage and water line work.
- 3. Electric meters and water meter /s connected to common lights, water connections, pump set etc.
- 4. Light point outside the building and the staircase/s as well as those in the common parking space.
- 5. One overhead water tank for building with water pump connected to water reservoir
- 6. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.
- 7. Common Solar Water Heater.
- 8. D.G Set for common lights.
- 9. Garden AND open space if specifically marked.
- 10. About 50% of the Top terrace of the building

(B) RESTRICTED AREAS AND FACILITIES:-

- 1. Terraces adjacent if any to the tenements shall be restricted and shall be for exclusive use of such respective flat holders.
- 2. The open space adjacent to the ground floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
- 3. The parking spaces as shown in the plans shall be restricted and the same shall be allotted in the manner as stated in this Agreement.
- 4. About 50% of the Top terrace
- 5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.

THIRD SCHEDULE

(Details of Consideration of the said Premises)

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	19%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	01%	Rs. _____/- Rs. ____ _____-/-	Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is

			situated.
e)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 2 nd slab above the plinth of the said building/wing in which the said Premises is situated.
f)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 th slab above the plinth of the said building/wing in which the said Premises is situated.
g)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6 th slab above the plinth of the said building/wing in which the said Premises is situated.
h)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 8 th slab above the plinth of the said building/wing in which the said Premises is situated.
i)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 10 th slab above the plinth of the said building/wing in which the said Premises is situated.
j)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.
k)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, water proofing, floorings of the building/wing in which the said Premises is situated.
l)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plaster, elevations with terraces & external plumbing of the building/wing in which the said Premises is situated.
m)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift walls, lobbies upto the floor level of the building/wing in which the said Premises is situated.
n)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, common amenities & entrance lobby which the said Premises is situated.
o)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.

		Rs._____ /-	TOTAL
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED SEALED AND DELIVERED by the within]
 named Promoterss **M/s. PANDIT JAVDEKAR**]
ASSOCIATES Through the hands of its partners]
]
]
 (i) Mr. Rahul Arunkumar Pandit]
]
 (ii) Mr. Shivkumar Arvind Javdekar]

SIGNED SEALED AND DELIVERED by the within]
 named Purchaser/s.]
]
(1) Mr. _____]
]
]
(2) Mrs. _____]
]

SIGNED SEALED AND DELIVERED by the within]
named Consenting Party.]
]
]
(1) Mr. Vijaykumar Ganesh Kulkarni]
]
]

(2) Mrs. Nanda Vijay Kulkarni

In the presence of:

(1) Signature :
 Name :
 Address :
 :
 (2) Signature :
 Name :
 Address :
 :

Annexure – “1”,
The copy of the plan showing the said land

Annexure – “2”
The copy of the Certificate.

Annexure – “3”
The copy of Property Extract Card

Annexure – “4A” and “4B”
The copies of the parking floor plan and floor plan

Annexure – “5”
Commencement Certificate.

Annexure – “6”
The details of the said premises

Annexure – “7”
Details of specifications & Amenities

Annexure “8”
The photo identity of the Promoters and the Purchaser/s

Annexure “9”
Power of Attorney

Annexure “10”
The MAHA Rera Certificate

ANNEXURE “6”
(DESCRIPTION OF THE SAID PREMISES)

(A)	Flat No.		_____
(B)	(i)	Carpet area of the said Premises	_____ square metres
	(ii)	Carpet area of enclosed balcony	_____ square metres
(C)	Floor		_____
(D)	Building		_____
(E)	Usage		Residential
(F)	Exclusive rights to use :		
	(i)	Adjacent Open Terrace	_____ square metres
	(ii)	Adjacent Open balcony	_____ square metres
	(iii)	Open / Covered Car Parking Space No.	

