

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Pune on this _____ day of _____ in the year 2017.

:BETWEEN:

M/S. DIVYA ASSOCIATES
PAN NO. AAJFD8766F
O/at.-Divya Bungalow, MarutiBhise Colony,
Pimple Saudagar, Pune – 411027.
Through its Partner,
MR. RAJU TATYABA BHISE
Age - 39 Years, Occ- Business,
HEREINAFTER CALLED AS "PROMOTERS/ DEVELOPERS" (Which expression shall unless it be repugnant to the context shall mean and include themselves, their successors, heirs, executors, partners, administrators and assigns)PARTY OF THE FIRST PART.

: AND:

MR.
AGE: -Occupation: -
PAN: -
R/at:
HEREINAFTER REFERRED TO AS "THE APARTMENT PURCHASER/S/ ALLOTTEE/S"[Which expression unless repugnant to the context or meaning thereof shall mean and include himself, their successor, heirs, executors, administrators and assigns] ...PARTY OF THE SECOND PART.

: AND:

1) Smt. Shanta ShantaramKaspate
Age - 60 years, Occ. – Housewife,
2) Shri. Bharat ShantaramKaspate
Age - 40 years, Occ. – Agriculturist
3) Shri. Ganesh ShantaramKaspate
Age - 35 years, Occ. – Agriculturist
4) Shri. Nitin ShantaramKaspate
Age - 32 years, Occ. – Agriculturist
5) Sou. VarshaKalidasBalwadkar
Age - 37 years, Occ. – Agriculturist
(Above 1 to 5 also as a legal heirs for demiseShantaramSopanKaspate)
6) Shri. Shankar SopanKaspate
Age - 61 years, Occ. – Agriculturist,
7) Sou. Mangal Shankar Kaspate
Age - 55 years, Occ. – Housewife,
8) Sou. AbhilashaAnup Kate (Abhilasha Shankar Kaspate)
Age - 26 years, Occ. – Student,
9) Deepti ShankarKaspate
Age - 23 years, Occ. – Student
10) Shri. BaluSopanKaspate
Age - 50 years, Occ. – Business,
11) Sou. VandanaBaluKaspate
Age - 46 years, Occ. – Housewife,
12) Vijay BaluKaspate
Age - 24 years, Occ. – Business,
13) Shri. Ananda SopanKaspate
Age - 50 years, Occ. – Service,

14) Sou. Anita AnandaKaspate

Age - 45 years, Occ. – Housewife,

15) Omkar Ananda Kaspate

Age - 22 years, Occ. – Student

16) Shubham Ananda Kaspate

Age - 19 years, Occ. – Student

All R/at. – At Post Wakad, Tal – Mulshi, District – Pune

Through their POWER OF ATTORNEY HOLDER,

DIVYA ASSOCIATES through its partners

1) MR. SANJAY TATYABA BHISE

Age - 41 years, Occ – Business,

2) MR. RAJU TATYABA BHISE

Age - 39 years, Occ – Business,

Both R/ at : - Pimple Saudagar, Taluka - Haveli, District Pune

HEREINAFTER CALLED AS "Owners/Consenting Party" (Which expression shall unless it be repugnant to the context shall mean and include themselves, their successors, heirs, executors, administrators, partners and assigns)

.....PARTY OF THE THIRD PART

WHEREAS All that piece and parcel of the area situated in residential zone 00 Hector 55 Ares out of that 00 Hector 37.90 Ares of the land bearing Survey No. 238(C.T.S. No. 987,988) situated at MoujeWakad, Taluka - Mulshi, District Pune within the limits of PimpriChinchwad Municipal Corporation and within Registration Sub District Taluka of Haveli and Registration District of Pune and being consolidatly bounded on its four sides as under -

On or towards East - By part Survey No. 237

On or towards West - By part 24 mtrs D. P. Road

On or towards North - By part of Survey No. 235

On or towards South - By part 24 mtrs D. P. Road

Hereinafter collectively referred as "The Said Property / Said Land"

All that piece and parcel of the area situated in residential zone 00 Hector 55 Ares of the land bearing Survey No. 238(C.T.S. No. 987,988) situated atMoujeWakad, Taluka - Mulshi, District Pune within the limits of PimpriChinchwad Municipal Corporation and within Registration Sub DistrictTaluka of Haveli and Registration District of Pune was owned by Shri. Sopan Rama Kaspate. After the demise of Shri. Sopan Rama Kaspate in the year 4.1.2000 his legal heirs namely four Sons 1) Shri. ShantaramSopanKaspate, 2) Shri. Shankar SopanKaspate, 3) Shri. BaluSopanKaspate, 4) Shri. Ananda SopanKaspate, and two daughters Sou. Vaishali Vasant Bhegade and Sou. Tai ChandrakantRakshe names were entered into holders coloumn in the 7/12 extract of the captioned property by pursuant to mutation entry No- 8011.

According to the mutation entry No. 450 it is seen that on an application made by late Mr. Gopal AppajiKaspate in the year 10.10.1930 for partition of property of their several survey numbers of land situated at Wakad. And therefore the land bearing Survey No. 238 situated at MoujeWakad, Taluka - Mulshi, District Pune was recorded in the name by Shri.Namdeo Rama Kaspate with effect from 20.10.1930 on 7/12 extract by Mutation Entry No. 450.

It is seen that on an application made by Shri. Namdeo Rama Kaspate and other brothers in the year 30.11.1958 for partition of property of their several survey numbers of their ancestral properties including Survey No. 238. And therefore after the partition the land bearing Survey No. 238 situated at MoujeWakad, Taluka - Mulshi, District Pune which was previously recorded in the name of Shri. Namdeo Rama Kaspate was transferred to Shri. Sopan Rama

Kaspate on 7/12 extract by Mutation Entry No. 1528.

In the year 2006, the two sisters Sou. Vaishali Vasant Bhegade and Sou. Tai ChandrakantRakshe of 1) Shri. ShantaramSopanKaspate, 2) Shri.ShankarSopanKaspate, 3) Shri. BaluSopanKaspate, 4) Shri. Ananda SopanKaspate released their entire rights in favour of the above mentioned four brothers of Survey No. 238 and other by executing anRelease Deed which is registered in the office of Sub- Registrar Haveli No. 15 Pune at Serial No. 3226/2006 on 26.4.2006. And thus the names ofSou. Vaishali Vasant Bhegade and Sou. Tai ChandrakantRakshe was deleted from the 7/12 extract as they had released their rights in pursuant to Registered Release Deed of the captioned property by virtue ofMutation Entry No. 11213.

Also Shri. Sopan Rama Kaspate had taken an loan amount of Rs. 3600/- on 22.9.1990 from Wakad society on the captioned property and the encumbrance was recorded on the 7/12 extract in the others column by mutation entry – 4144.

However an application made by Shri BalasahebSopanKaspate to the Talathi Office by providing the society NOC Certificate for to release the caption property effecting by mutation entry – 4144 of loan amount to the caption property and then the society on 2.5.2000 when the said loan was fully repaid to the society, the encumbrance was deleted from the 7/12 extract by mutation entry - 8120

Also the PimpriChinchwad Municipal Corporation issued D.P.Opinion of the captioned property bearing No. Naravi/Kavi/Wakad/105/12 dated 25.6.2012. It is thus mentioned in the D.P.Opinion that the said Survey No. 238 is in Residential Zone adjacent and going with two 24 meters road from the west and north side of the Plot. And also the City Survey numbers are 987 and 988 of Survey No. 238.

And then 1) Shri. ShantaramSopanKaspate, 2) Shri. Shankar SopanKaspate, 3) Shri. BaluSopanKaspate, 4) Shri. Ananda SopanKaspate, and others have executed an Joint Venture Agreement dated, 7.2.2015, in respect of the said property situated in residential zone 00 Hector 55 Ares of the land bearing Survey No. 238(C.T.S. No. 987,988) situated at MoujeWakad, Taluka - Mulshi, District Pune within the limits of PimpriChinchwad Municipal Corporation and within Registration Sub DistrictTaluka of Haveli and Registration District of Pune, in favour of Divya Associates through their authorized partners 1) Shri. Sanjay TatyabaBhise and 2) Shri. Raju TatyabaBhise, Residing at Pimple Saudagar,Taluka - Haveli, District Pune and the said Joint Venture Agreement dated 7.2.2015, is duly registered at the office of Sub Registrar Haveli No.19, Pune at serial No. 1435/2015, on 7.2.2015.

And then Divya Associates through their authorized partner Shri. Sanjay TatyabaBhise have executed an Possession Receipt dated, 7.8.2015, in respect of the said property 00 Hector 55 Ares out of that 00 Hector 17.10 Ares i.e. 1710.05 sq. mtrs. of the land bearing Survey No. 238(C.T.S. No.987,988) situated at MoujeWakad, Taluka - Mulshi, District Pune withinthe limits of PimpriChinchwad Municipal Corporation and within Registration Sub District Taluka of Haveli and Registration District of Pune, for Sanctioned PimpriChinchwad City New Development PlanningAuthority for its 2(two) 24 meters road in favour of PimpriChinchwadMunicipal Corporation through their deputy director Townplanning, Pune-Mumbai Road, Pimpri, Pune-18 which is duly registered at the office of Sub Registrar Haveli No. 5, Pune at serial No. 6875/2015, on 7.8.2015. pursuant to the terms and conditions of the registered Joint VentureAgreement dated 7.2.2015, the said Shri. ShantaramSopanKaspate and their family members have also executed Irrevocable General Power of Attorney dated 7.2.2015, in favour of Divya Associates through their authorized

partners 1) Shri. Sanjay TatyabaBhise and 2) Shri. Raju TatyabaBhise, Residing at Pimple Saudagar, Taluka - Haveli, District Pune to enable them to carry out and complete the entire development, construction, sale of the developed premises / unit/s to the prospective purchaser/s and the said registered Joint Venture Agreement is duly registered at the office of Sub Registrar Haveli No.19, Pune at serial No. 1435/2015 and Power of Attorney is duly registered at the office of SubRegistrar Haveli No.19, Pune at serial No. 1436/2015, on 7.2.2015 in favour of Divya Associates through their authorized partners 1) Shri. Sanjay TatyabaBhise and 2) Shri. Raju TatyabaBhise, of the said property (more particularly described in Schedule – I) to enable him to develop the said property and to sale the developed flats / units to the prospective purchaser/s and to receive consideration and to register the said Agreement/s.

AND WHEREAS, the Developer submitted building plan in respect of schedule property with PCMC and have got sanctioned the same and have obtained Commencement Certificate by its Number – B.P./Wakad/164/2016 from PimpriChinchwad Municipal Corporation.

AND WHEREAS, the Developer filed an application before the office of Collector of Pune, Collectorate, Pune (Revenue Branch) for granting Permission to make use of said property for Non- Agricultural purpose i.e. for Residential Purpose. And then The Collector, Pune has granted permission under Order No. PCMC/SANAD/SR/194/2015 on 4/9/2015.

As stated above the Promoter/Owner has got approved from the concerned local authority the plans, specifications, elevations, sections and details of the said building/s.

The promoter hereby specifically informs the allottees as follows:

- (i) Covenants affecting the said property : There are no covenants affecting the said property
- (ii) Impediments attached to the said property : There are no impediments attached to the said property.
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property : There are no tenants in the said property.
- (iv) Details of illegal encroachment on the said property: There is no encroachment on the said property.
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained : The NA permission has been obtained from the Revenue Authority and particulars thereof are stated hereinabove.
- (vi) Details of mortgage or lien or charge on the said property: There is no mortgage or lien or charge on the said property

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoter is in possession of the project land

AND WHEREAS the Promoter has proposed to construct on the project land 2 (Two) buildings/wings having Basement and Parking and 11 (Eleven) upper floors.

AND WHEREAS the Allottee is offered an Apartment bearing number Apartment No. _____ on the _____ Floor, (herein after referred to as the said “Apartment”) in the Wing/Building - _____ (herein after referred to as the said “Building”) being

constructed in the Phase - ____ of the said project, by the Promoter. Thus the promoter has specifically informed the allottee that the project of the promoter is to be developed by him in phase-wise manner and the allottee shall have rights in respect of his unit situated in the building and the phase. (The phases of the project as provided in the Real Estate (Regulation and Development) Act 2016 have been provided and the same will be included in the application for registration with the Maharashtra Real Estate Authority)

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect Shitesh Agarwal registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; The promoter shall have every right to change and appoint any new consultant as per his discretion and choice.

AND WHEREAS the Promoter has appointed a structural Engineer Hansal Parekh for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. The promoter shall have every right to change and appoint any new consultant as per his discretion and choice.

AND WHEREAS, the project of the Promoter is ongoing project on the date of commencement of the Act and hence the promoter hereby undertakes to get his project registered under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority on or before 30/07/2017.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; In addition to this the promoter has requested the allottee to carry out independent search by appointing his own advocate and to raise or ask any queries regarding the marketable title, rights and authorities of the promoter. The Allottee accordingly has satisfied himself about the marketable title of the Promoter.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been shown to allottee annexed hereto and marked as Annexure '___' and '___' respectively.

AND WHEREAS the authenticated copies of the plans of the Layout, including the phase and the building in which the apartment which is allotted to the allottee, as approved by the concerned Local Authority have been annexed hereto and marked as Annexure - ____.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure - _____,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure - _____

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Annexure - _____

AND WHEREAS the promoter has today explained to the allottee the fixtures and various items to be used in the construction of the building and the apartment and workmanship of the project and the allottee has been satisfied about the same.

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

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

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

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanction plans by respective competent authorities and have further confirmed that, all such conditions shall be bound and abided by the allottee strictly.

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

AND WHEREAS the Allottee has applied for apartment in the said project vide application dated _____ for Apartment No. _____ having carpet area of _____ - Sq.Mtr. i.e. _____ Sq.Ft., exclusive and included balcony area _____ Sq.Mtrs. i.e. _____ Sq.Ft., and exclusive terrace area admeasuring _____ Sq.Mtrs. i.e. _____ Sq.Ft. and on _____ Floor in Wing / Building No. _____ being constructed in the phase - _____ of the said project along with covered parking the and pro rata share in the common areas as defined under clause N of section 2 of the said Act.

AND WHEREAS the carpet area of the said Apartment is carpet area of _____ - Sq.Mtr. i.e. _____ Sq.Ft. type - _____, exclusive and included balcony area _____ Sq.Mtrs. i.e. _____ Sq.Ft., and exclusive terrace area admeasuring _____ Sq.Mtrs. i.e. _____ Sq.Ft. and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. (And the area of the Apartment as

per the previous calculations used in earlier registered documents is _____ Sq.Mtrs. i.e. ____ Sq.Ft. Carpet and _____ Sq. Mtrs. i.e. ____ Sq.Fts. Terrace).

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

AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____ Only), and said amount is paid vide Cheque No. _____ dated _____ drawn on _____ Bank being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

AND WHEREAS the parties have gone through all the terms and conditions set out in this agreement and understood mutual rights and obligation detailed herein; the parties hereby confirmed that, they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

AND WHEREAS subject to otherwise agreed reserved and provided herein, the promoter has agreed to sell and the allottee hereby agrees to purchase the apartment and covered parking as per allotment by promoter.

Notwithstanding anything stated in any other document / allotment / letter given or communicated with the allottee at any time prior to this agreement shall be considered as the only document and its conditions shall read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institution, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them on the statutory claims and that this does not in any way affect the right of the allottee in respect of his unit in the said project.

AND WHEREAS the promoter has launched and commenced the project before the commencement of the Real Estate (Regulation and Development) Act, 2016. However, after commencement the Act the promoter is entering in to agreements in respect of unsold premises after the commencement date. The promoter has adopted the specimen format provided in Annexure A of the rules provided in the Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects, registration of real estate agents, rates of interests and disclosures on web site) rules 2017. The area of the apartment is

stated as per the definition of carpet area stated in Section 2 (k) of the Act. So also the balcony and terrace attached to the Apartment even though not included in the definition of carpet area is stated separately. The promoter has executed agreement with their purchasers before the commencement date in the standard format prescribed under the Maharashtra Ownership Flats (Promotion of Construction, Sale, Management, Transfer) Act, 1963. The promoter is now executing the agreements with the purchasers including the present purchaser in the standard format prescribed by the rules under the present Act.

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

1. The Promoter shall construct the said building/s consisting of Basement floor and Parking Floor and 11 (Eleven) upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law. Promoter may also make such minor alterations and additions as may be required by the allottee.

- 1.(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type _____ on _____ Floor, in wing / building no. _____ having carpet area measuring _____ - Sq.Mtr. i.e. _____ Sq.Ft., exclusive included balcony area _____ Sq.Mtrs. i.e. _____ Sq.Ft., and exclusive terrace area measuring _____ Sq.Mtrs. i.e. _____ Sq.Ft. (And the area of the Apartment as per the previous calculations used in earlier (before RERA) registered documents is _____ Sq.Mtrs. i.e. _____ Sq.Ft. Carpet and _____ Sq. Mtrs. i.e. _____ Sq.Fts. Terrace) on _____ floor in the building _____ / wing (hereinafter referred to as "the Apartment") as shown in the Floorplan thereof hereto annexed and marked Annexures _____ and _____ for the consideration of Rs. _____/- (Rs. _____ Only) including Rs. _____/- (Rs. _____ Only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.
- 1(b) The total aggregate consideration amount for the apartment is thus Rs. _____/- (Rs. _____ Only)
- 1(c) The allottee agrees and understand that timely payment towards purchase price of the said Apartment as per the payment plan / schedule is the essence of the agreement. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-
 - i. Amount of Rs. _____/- (_____) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
 - ii. Amount of Rs. _____/- (_____) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

- iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.
- vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

If the promoter completes the construction before time, then the allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where construction has been completed before the agreed time line.

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, General Sales Tax (GST), Service Tax, and Cess or any other similar taxes which may be levied, as per the presently applicable laws, or laws as may be in-force at the relevant time, or laws given retrospective effect in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The promoter may charge the allottee the separately any up gradation / changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

The promoter herein on due date / or on reaching aforesaid construction milestone / stage intimate the amount payable as stated above in writing or by digital E-mail to the allottee and the allottee shall make payment of such due amount to the promoter within 7 days from the date of receiving such intimation. The allottee herein specifically agrees that, he shall pay the aforesaid amount along with service tax, VAT, GST, and such other taxes, cesses, charges, etc. without any delay along with each installment.

Without prejudice to the right of the promoter to take action for breach arising out of delay in payment of the installments on the due dates, the allottee shall be bound and liable to pay interest as per the State Bank of India highest marginal cost of lending rate plus 2% per annum with monthly rests, on all amounts which become due and payable by the allottee to the promoter till the date of actual payment, provided that, tender of the principal amounts and interests or tender of the interests and expenses thereon shall not itself be considered as waiver of the right of the promoter under this agreement, nor shall it be construed as condonation of delay by the promoter. The amount of interest may be informed to the allottee from time to time or on completion of the said project/apartment, and the allottee has agreed to pay the same as and when demanded before the possession of the said apartment.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause above in this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing

over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause herein above. ("Payment Plan").

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ Sq.Mtrs. only and Promoter has planned to utilize Floor Space Index of _____ Sq.Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ Sq.Mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

However, in such a case of termination by the promoter, the promoter shall not be liable to pay interest to the purchaser.

For whatsoever reason if the allottee/s herein, without any default or breach on his / her / their part, desired to terminate this agreement /

transaction in respect of the said apartment then, the allottee /s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a ____ days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with to be provided by the Promoter in the said building and the Apartment as are set out in Annexure annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before _____. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
 - i) Non-availability of steel, cement, other building materials, water or electric supply.
 - ii) War, Civil commotion or act of God.
 - iii) Any notice, order, rule, notification of the Government, Collector or any disputes or matters relating to the property pending final determination by the Courts or any other authorities.
 - iv) Changes in any Rules, Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.
 - v) Delay in grant of any NOC/permission/licensee connection/ installation of any services such as lifts, electricity a water connections and meters to the scheme /unit, road NOC from appropriate authority.
 - vi) Delay or default in payment of dues by the unit purchaser under these presents [without prejudice to the right of promoter to terminate this Agreement under Clause above]
 - vii) Any act beyond the control of the promoter.
 - viii) If allottee wants to do extra / additional work in apartment other than specified by promoter.

After the possession of the flat/ premises / building is handed over or after getting the completion certificate of the building by concerned

local authority if any work thereafter required to be carried out by the Govt. or Municipal Corporation or any statutory authority the same shall be carried out by the purchaser in co-operation with the purchasers of the other flats in the said building at their own costs and the promoter shall not be in any manner liable or responsible for the same.

The purchaser undertake/s that if any certificate, order, no-objection etc. is required to be produced by the purchaser herein under any law and rules in force in any time the same shall be produced by the purchaser herein within the stipulated time.

- 7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within _____ months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The promoter herein is developing the said land which consists of various phases having common amenities like club house, land scape garden, etc. the construction/ development of said common amenities will be completed in due course of only after completion of construction of all the project phases on the said land. The promoter assures to hand over possession of the said common amenities after completion of the entire project as per the lay out.

- 7.2 The Allottee shall take possession of the Apartment within _____ days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:
- 7.3 Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any Other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus _____ percent per annum within _____ including compensation in the manner as provided under the Act.

- 7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

However, for the purpose of defect liability of the promoter the date shall be calculated from the date of handing over the possession to the allottee for fit-outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said apartment, building or phase as stated in the agreement. That further it has been agreed by the allottee that any damage or change done within the units sold or in the building/phase done by him or by third person on and behalf of the allottee then the allottee expressly absolves the promoter from the same.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the \ said building which shall include but not limit to columns, beams etc. or in the finings therein, in, particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

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

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

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than _____ and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same

and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

If there is any delay caused by the allottee/s and/or in the office of Registering Authority then the promoter shall not be responsible for the same and such a delay.

Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allottees /Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.

And as per the provisions of law it is mandatory for the promoter to form a co-operative housing society within a period of _____ months from the date of purchase of _____ apartments out of total apartments by the allottees.

- 9.1 That after formation of the co-operative housing society of the allottee, and occupancy certificate / completion certificate being obtained and receipt of entire purchase price of the all apartments sold to the purchasers / allottees other than unsold / retained apartments the promoter shall execute and get register conveyance in favor of co-operative housing society of the allottee as follows:
 - 9.1a) The promoter has given the allottee to understand that, in the layout there are different buildings/wings in different phases to be developed.
 - 9.1b) That as per the provisions in the RERA, rules and regulations it is mandatory for the promoter for formation of society and conveyance to be made in favor of the society.
 - 9.1c) That there being more phases in the project the promoter has decided to form co-operative housing society/ associations as above clause and then to convey the title to the societies within twelve months from obtaining completion certificate / occupation certificate, and receipt of the entire

consideration from all the allottees in that building/wing whichever is later.

- 9.1d) That the building/ wing of the first phase will be completed and there will be conveyance of the building only excluding parking/basement/podium in favour of the society/apartment association.
- 9.1e) That when other buildings / wings will be completed conveyances in their favour will be completed as above.
- 9.1f) That land and common amenities and facilities will be conveyed by the last and common conveyance in favour of federation / all the societies together, within a period of twelve months after obtaining final completion certificate / occupancy certificate of the entire project and receipt of amount from all the allottees, whichever is later.
- 9.1g) Thus there will be two stages of conveyance firstly building / wing-wise conveyance of the building and common conveyance of the land in the layout and common amenities and facilities.
- 9.2 Within _____ days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter a lump sum amount of Rs.____/- out of which _____ amount Rs.____/- towards maintenance of allottee's wing and remaining _____ amount of Rs.____/- towards common maintenance entire project, which is calculated on the basis of area of the Apartment @ rate of Rs.____/-per Sq. Mtrs. towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

It is further agreed between the parties that, this is the temporary arrangement made. The promoter shall collect the amounts as aforesaid and shall spend the same for and towards maintenance of the building/s and common amenities. If at the time of handing over of the affairs to the society for the maintenance there is any surplus amount then the same shall be transferred to the society and further if there is any extra amount spend by the promoter then the society / the present allottee shall contribute proportionately in the same.

The Purchaser/ herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002

and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promote to deposit / pay the same to the Government of Maharashtra.

The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that the Allottee/s herein shall bear and pay the aforesaid tax amount on every instalment of payment of consideration.

If at any lime, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc is imposed/increased under respective .statute by the central and state government respectively and further at any lime before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which suchtaxes/levies etc. have been imposed or become effective;

Notwithstanding anything contents staled herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Alloltee/s herein with due-diligence has accepted the aforesaid condition.

That the allottees are made aware and expressly agree herein that where the project is out of water supply /one of the local authority and there is likely to be low water supply from the local authority and the allottee shall have to pay for the water charges either by tanker or any other form.

10. The Allottee shall on or before delivery of possession of the said premises keepdeposited with the Promoter, the following amounts :-
 - (i) Rs.-----/- for share money, application entrance fee of theSociety or Limited Company/Federation/ Apex body.
 - (ii) Rs.-----/- for formation and registration of the Society or LimitedCompany/Federation/ Apex body.

11. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottee share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.
12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER
The Promoter hereby represents and warrants to the Allottee as follows:
 - i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
 - iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
 - iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the Allottees;

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
13. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
 - iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Plaster or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- v. Not to do or permit to be done any act or thing which may render void orvoidable any insurance of the project land and the building in which theApartment is situated or any part thereof or whereby any increased premiumshall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his shareof security deposit demanded by the concerned local authority or Governmentor giving water, electricity or any other service connection to the building inwhich the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and suchother levies, if any, which are imposed by the concerned local authority and/orGovernment and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which itis sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefitfactor of this Agreement or part with the possession of the Apartment until allthe dues payable by the Allottee to the Promoter under this Agreement are fullypaid up.
- x. The Allottee shall observe and perform all the rules and regulations which theSociety or the Limited Company or Apex Body or Federation may adopt at itsinception and the additions, alterations or amendments thereof that may bemade from time to time for protection and maintenance of the said building andthe Apartments therein and for the observance and performance of the BuildingRules, Regulations and Bye-laws for the time being of the concerned localauthority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by theSociety/Limited Company/Apex Body/Federation regarding the occupancy anduse of the Apartment in the Building and shall pay and contribute regularly andpunctually towards the taxes, expenses or other out-goings in accordance withthe terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment issituated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmenand others, at all reasonable times, to enter into and upon the said buildings orany part thereof to view and examine the state and condition thereof.
- xii. Till a conveyance of the project land on which the building in which Apartmentis situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmenand others, at all reasonable times, to enter into and upon the project land orany part thereof to view and examine the state and condition thereof.

That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein by the allottee.

That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the Fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee.

That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

That the parking spaces sold to each allottee shall be used only for the purposes of parking and that the said space is designed and made for use of parking of cars/two-wheelers only.

It is specifically understood and agreed by the allottee that the prospectus other advertising material published by the promoter from time to time in respect of the project contained various features such as furniture, plantation, colors, vehicles, etc. and same shall not be considered in any manner as agreement between promoters and allottee/s. The details mentioned in Specification and Amenities hereunder considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.
16. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.
17. **BINDING EFFECT**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the

Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within _____ days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

18. ENTIRE AGREEMENT

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

19. RIGHT TO AMEND

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

20. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES

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

21. SEVERABILITY

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

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

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

23. FURTHER ASSURANCES

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

24. PLACE OF EXECUTION

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

25. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
26. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified at their respective addresses specified below:

Name and Address of the Allottee:

Mr.

Address:

Name and Address of the Promoter:

M/S. DIVYA ASSOCIATES

Having its office at- S. No. 144/6/6,

Vishvashanti Colony, Pimple Saudagar, Pune - 411027

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

27. JOINT ALLOTTEES

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

28. NAME OF THE PROJECT/BUILDING/S/WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "AUSTIN PLAZA" or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project

29. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment. This agreement may only be amended through written consent of the Parties.

30. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

31. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

32. Stamp Duty and Registration :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

33. Dispute Resolution:-

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

34. GOVERNING LAW

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

SCHEDULE

All that piece and parcel of the area situated in residential zone 00 Hector 55 Ares out of that 00 Hector 37.90 Ares of the land bearing Survey No. 238(C.T.S. No. 987,988) situated at Mouje Wakad, Taluka - Mulshi, District Pune within the limits of Pimpri Chinchwad Municipal Corporation and within Registration Sub District Taluka of Haveli and Registration District of Pune and being consolidately bounded on its four sides as under -

On or towards East - By part Survey No. 237
On or towards West - By part 24 mtrs D. P. Road
On or towards North - By part of Survey No. 235
On or towards South - By part 24 mtrs D. P. Road

Hereinabove collectively referred as "The Said Property / Said Land"

(II) SCHEDULE OF THE APARTMENT

The Purchaser/s hereby agrees to purchase from the Promoter /Owner and the Promoter /Owner hereby agrees to sell to the Purchaser/s

APARTMENT NO. - _____
FLOOR - _____
BUILDING/WING - _____,
PHASE - _____
CARPET AREA - _____ Sq. Mtrs.i.e. _____ Sq.Ft.
[Calculated as per Section 2(k) of The Real Estate (Regulation and Development) Act2016]
PARKING - One allotted covered car parking
This Apartment above carpet area is along with
Balcony - _____ Sq.Mtrs. i.e. _____ Sq.Ft.
Terrace - _____ Sq. Mtrs. i.e. _____ Sq.Ft.
(The area of the Apartment was calculated and used in the agreements in respect of tenements already sold before coming into force of Real Estate (Regulation and Development) Act, 2016 was worked out as carpet -----
- Sq. Mtrs. i.e. _____ Sq.Ft. inclusive of terrace admeasuring -----
Sq.Mtrs. i.e. _____ Sq.Ft.)

The project is called "AUSTIN PLAZA"

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

PHOTO	SIGN	THUMB

SIGNED & DELIVERED by the within
Named MR. RAJU TATYABA BHISE
Partner of M/S. DIVYA ASSOCIATES
PROMOTERS / DEVELOPERSand as duly Constituted
Power of Attorney of Owners/Confirming Parties.

PHOTO	SIGN	THUMB

SIGNED & DELIVERED by the within Named Purchaser/s –
MR.

WITNESSES:

- 1)

Sign

:

Name

:

Address:
- 2) Sign:

Name

Address: