

ALLOTMENT LETTER

Date: _____

To,
Mr./Mrs. _____
Address: _____

Email address: _____

Subject: Allotment of Flat/Unit/Apartment No. _____ in our project namely “URBAN BALANCE”.

Reference: Your Application dated _____ for allotment of Flat/Unit/Apartment.

Dear Sir/Madam,

We thank you for evincing interest in our project namely “URBAN BALANCE” and in pursuance to the receipt of your above referred application (said “Application”), we have reserved Flat/Unit/Apartment in your name as detailed below (said “Flat/Unit/Apartment”):

PARTICULARS	DETAILS
FLAT/UNIT/APARTMENT NO.	
FLOOR NO.	
CARPET AREA	_____ Square Meter
ENCLOSED BALCONY (IF ANY)	_____ Square Meter
ARCHITECTURAL PROJECTION (IF ANY)	_____ Square Meter
TERRACE (IF ANY)	_____ Square Meter
OPEN BALCONY (IF ANY)	_____ Square Meter
COVERED PARKING SPACE/S (IF ANY)	
NAME OF THE PROJECT	URBAN BALANCE
ADDRESS OF THE PROJECT	S. No.201(Part), situate at Village Hadapsar, Taluka Haveli, District Pune

After receiving the said Application, we have given you disclosures of various documents/information in respect of the land on which the aforesaid project being /is developed and in respect of the said Apartment, as envisaged under the Real Estate

(Regulation and Development) Act 2016. Further, we have handed over floor plan and specification of the said Flat/Unit/Apartment to you.
By this allotment letter we are hereby allotted the said Flat/Unit/Apartment subject to terms and conditions mentioned herein below: -

1) The cost details in respect of said Flat/Unit/Apartment shall be as under: -

SR. NO.	PARTICULARS	AMOUNT IN RUPEES
1.	Price/Consideration of the said Flat/Unit/Apartment including parking Space (if any) and Proportionate price of Common area and facilities appurtenant to the said Flat/Unit/Apartment	Rs. _____/-
2.	Stamp Duty (including LBT, if applicable)	Rs. _____/-
3.	Registration Fees	Rs. _____/-
4.	Applicable Service Tax/GST on Agreement Value	Rs. _____/-
5.	Other Applicable Tax/VAT Maintenance Charges	Rs. _____/-
6.	Applicable TDS	Rs. _____/-
7.	Maintenance Charges for 12 months	Rs. _____/-
8.	Corpus Fund	Rs. _____/-

We have received from you an amount of Rs. _____/- (Rupees _____ Only) vide Cheque bearing No. _____ dated _____ drawn on _____ Bank, _____ Branch towards advance payment of the said Flat/Unit/Apartment. Receipts of the payments shall be issued after realization of the cheques. The Cheques/ Demand drafts should be drawn in favor of “_____”.

2) The balance amount shall be paid by you to us as per payment schedule that will be mention in Agreement to Sale in respect of the said Flat/Unit/Apartment.

3) Other terms and conditions of allotment of said Flat/Unit/Apartment: -

- i. The amount of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending upon the government policy. You shall pay the applicable Service Tax/GST on each of the installment payable to us and shall pay the TDS if applicable on your own and provide us the certificate in that regard. All taxes, cess, charges levies under any concerned statute shall be borne by you over and above the Agreement value.
- ii. You shall approach us on mutual fixed date to execute the said Agreement and thereafter within a period of 30 days you shall make yourself available for registration of the said Agreement as and when intimated by us. The Payment of Stamp duty and registration fees in respect of said Flat/Unit/Apartment shall

have to be deposited by you within 7 days prior to the execution of the said Agreement.

- iii. It is hereby agreed and confirmed that, no rights of any nature has conferred or intended to be conferred by this Allotment Letter, unless, the agreement is executed between us.
- iv. If you intend to cancel allotment of the said Flat/Unit/Apartment, you shall submit "Application for cancellation of Allotment" in our prescribed format alongwith original copies of receipts issued by us. In case original receipts have been lost by you, you shall submit to us a duly notarized affidavit cum indemnity in our prescribed format at your own cost.
- v. In case of cancellation of allotment of the said Flat/Unit/Apartment to you, either on our part on or your part, as mentioned hereinabove, we shall be entitled to deduct the amount of Rs. 1,00,000/- (Rupees One Lakh only) from aforesaid advance payment and refund the balance amount to you, without any interest thereon.
- vi. Once the allotment of the said Flat/Unit/Apartment is cancelled, you shall cease to have any claim over the allotment of said Flat/Unit/Apartment and we shall entitle to dispose off the said Flat/Unit/Apartment in any manner at our discretion.
- vii. If there are more than one Allottee, the cheque of the said amount shall be drawn in favour of person from whose account we have received the same.

Thanking You.
Yours Faithfully,

For **M/S. VTP URBAN PROJECTS (PUNE) LLP**

Through its Partner

Acceptance of Allotment of the said Flat/Unit/Apartment:

I/we hereby acknowledge to have checked the said disclosures and we have read, understood and accept the allotment of said Flat/Unit/Apartment from you, subject to the terms and conditions mentioned herein above.

Date: _____

Signature of Allottee/s: 1) _____ 2) _____

Name: 1) _____ 2) _____

AGREEMENT

This Agreement made at Pune on this ____ day of _____ in the year _____.

BETWEEN

I. **M/S. VTP URBAN PROJECTS (PUNE) LLP, (PAN NO. AAKFV5674P)**, A Limited Liability Partnership formed under Limited Liability Partnership Act, 2008 having its registration No. AAB-2890 having its Office at S.No.34, VTP House, Near Shakti Sports, Vadgaon Sheri, Pune 411014 and hereinafter referred to as the "**DEVELOPER-I**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present designated partners, new partners and partners from time to time, survivor or survivors of them and their heirs, executors, administrators, nominees and assigns etc.) through its Partner **M/S. VTP CORPORATION LLP** having its registration No. AAA-4270 having its Office at S.No.34, VTP House, Near Shakti Sports, Vadgaon Sheri, Pune 411014 through its designated Partner **MR.** _____, Age _____ years, Occupation – _____, R/at: _____.

AND

II. **M/S. R. R. TUPE BUILDERS PVT. LTD.** a Limited Company registered under the Companies Act, 1956 having is office at Tukaram Nagar, Manjari Budruk, Taluka Haveli, Dist. Pune and hereinafter collectively referred to as the "**CO- DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Director, Partners, executors, administrator and successor in title and assigns etc.) through its director **MR. RAHUL RAMDAS TUPE**, Age 36 years, Occupation: Business, R/at: Tukaram Nagar,manjari Budruk,Taluka Haveli, District Pune through his Power of Attorney holder **M/S. VTP URBAN PROJECTS (PUNE) LLP** through its Partner **M/S. VTP CORPORATION LLP** through its designated Partner **MR.** _____, Age _____ years, Occupation – _____, R/at: _____.

OF THE FIRST PART

(Developer-I and Co-Developer shall wherever the context so permits or requires shall collectively be referred to as the "**DEVELOPER**")

AND

1. Mr. Sunil Ramchandra Tupe, Age – Adult
2. Mr. Kailas Ramchandra Tupe, Age – Adult
3. Mrs. Minakshi D. (Tupe) Ghule, Age- Adult
4. Mrs. Vimal Ramchandra Tupe, Age – Adult
5. Mr. Pralhad B. Tupe Age- Adult
6. Mr. Sameer Sopan Tupe, Age - Adult
7. Mrs. Sujata sopan Tupe, Age – Adult
8. Mr. Mangesh Sopan Tupe, Age – Adult
9. Mrs. Kalwati Sopan Tupe, Age – Adult
10. Mr. Maruti Jaysingh Tupe, Age – Adult
11. Mr. Dattatray Jaysingh Tupe, Age – Adult
12. Mrs. Indubai Jaysingh Tupe, Age – Adult
13. Mr. Arvind Parshuram Tupe, Age – Adult
14. Mr. Ashok Parshuram Tupe, Age – Adult
15. Mrs. Saraswati Parshuram Tupe, Age – Adult
16. Mr. Somnath Waghale, Age – Adult
17. Mr. Rangnath Bahiru Tupe, Age – Adult
18. Mr. Prakash Rangnath Tupe, Age – Adult
19. Mr. Vilas Rangnath Tupe, Age – Adult
20. Mr. Subhash Rangnath Tupe, Age – Adult
21. Mr. Mukund Rangnath Tupe, Age – Adult
22. Mr. Vijay Rangnath Tupe, Age – Adult
23. Mr. Namdev P. Tupe, Age – Adult
24. Mr. Bhalchandra P. Tupe, Age – Adult
25. Mr. Jaysingh Tupe, Age- Adult
26. Mrs. Sunanda Shivaji Tupe, Age – Adult
27. Mrs. Smita Gopal Shinde, Age – Adult
28. Mrs. Neeta Kailash Punde, Age – Adult
29. Mrs. Shilpa Haridas Shinde, Age – Adult
30. Mr. Rahul Ramdas Tupe, Age – Adult
31. Mr. Ravindra Uttam Tupe, Age – Adult
32. Mr. Mahendra Uttam Tupe, Age – Adult
33. Mr. Sham Uttam Tupe, Age – Adult

All are residing at Pune through their Power of Attorney Holder Mr. Rahul Ramdas Tupe Age-35 years, Occ: Business, R/at: Tukaram Nagar,manjari Budruk,Taluka Haveli, District Pune through their duly constituted Power of Attorney Holder **M/S. VTP URBAN PROJECTS (PUNE) LLP** through its Partner **M/S. VTP CORPORATION LLP** through its designated Partner **MR.** _____, Age ____ years, Occupation – _____, R/at: _____ Hereinafter referred to as the **"OWNERS/CONFIRMING PARTY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assign etc.)

.. OF THE SECOND PART

AND

1. **MR./MRS.** _____

Age – _____ years, Occupation: _____,

(PAN NO. _____)

R/at: - _____.

(Hereinafter called **“THE PURCHASERS/ALLOTTEE”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her / their heirs, executors and administrators)

OF THE THIRD PART.

WHEREAS,

I. All that piece and parcel of land bearing –

Sr. No.	S. Nos. & Hissa Nos.	Holding Area Hect.-Ares & in Sq. Mtrs	Total Area Hect.-Ares & in Sq. Mtrs.	Name of the Owners
1.	201/13+6+10+11+12A+12B+15/3/A-3	00-56.9 i.e. 5690 Sq. Mtrs.	00-56.9 i.e. 5690 Sq. Mtrs.	Sunil Ramchandra Tupe Kailas R. Tupe Minakshi D. (Tupe) Ghule Vimal R. Tupe
2.	201/13+15/1	00-01 i.e. 100 Sq. Mtrs.	00-32 i.e. 3200 Sq. Mtrs.	Vimal Ramchandra Tupe Sunil Ramchandra Tupe Kailas Ramchandra Tupe Minakshi D. (Tupe) Ghule
3.	201/5+6+9A/1	00-46 i.e. 4600 Sq. Mtrs.	00-46 i.e. 4600 Sq. Mtrs.	Pralhad B. Tupe
4.	201/5+6B+9A/3	00-20 i.e. 2000 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Pralhad B. Tupe
5.	201/6A+10+11+12A+12B/1	00-06 i.e. 600 Sq. Mtrs.	00-06 i.e. 600 Sq. Mtrs.	Pralhad B. Tupe
6.	201/6A+10+11+12A+12B+6C+9B+8A+14A/2B/2	00-12 i.e. 1200 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Sameer Sopan Tupe Sujata Sopan Tupe Mangesh Sopan Tupe Kalawati Sopan Tupe
7.	201/6A+10+11+12A+12B+6C+9B+8A+14A/2B3	00-13 i.e. 1300 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Sameer Sopan Tupe Sujata Sopan Tupe Mangesh Sopan Tupe Kalawati Sopan Tupe
8.	201/6A+10+11+12A+B+6C+9B	00-32 i.e. 3200 Sq. Mtrs.	00-32 i.e. 3200 Sq. Mtrs.	Sameer Sopan Tupe Manesh Sopan Tupe

	+8A+14A+2+5			
9.	201/16B	00-48 i.e. 4800 Sq. Mtrs.	01-01 i.e. 10100 Sq. Mtrs.	Maruti Jaysingh Tupe Dattatray Jaysingh Tupe Indubai Jaysingh Tupe
10.	201/13+15/1	00-02 i.e. 200 Sq. Mtrs.	00-32 i.e. 3200 Sq. Mtrs.	Maruti Jaysingh Tupe Dattatray Jaysingh Tupe Indubai Jaysingh Tupe
11.	201/6+9/1B	00-07 i.e. 700 Sq. Mtrs.	00-07 i.e. 700 Sq. Mtrs.	Maruti Jaisingh Tupe Dattatray Jaisingh Tupe Indubai Jaisingh Tupe
12	201/16A+8B+14B+7	00-90 i.e. 9000 Sq. Mtrs.	01-82 i.e. 18200 Sq. Mtrs.	Arvind Parshuram Tupe Ashok Parshuram Tupe Saraswati Parshuram Tupe
13	201/24/2B	00-18 i.e. 1800 Sq. Mtrs.	00-25 i.e. 2500 Sq. Mtrs.	Somnath Waghale Kailas R. Tupe Maruti J. Tupe Mangesh S. Tupe Kalawati S. Tupe
14	201/6C+9+6+10+11+12A+12B/1A/9/2	00-57.4 i.e. 5740 Sq. Mtrs.	00-57.4 i.e. 5740 Sq. Mtrs.	Rangnath B. Tupe Prakash Rangnath Tupe Subhash Rangnath Tupe Vilas Rangnath Tupe Subhash Rangnath Tupe Mukund Rangnath Tupe Vijay Rangnath Tupe
15	201/6A+10+11+12A+12B/9+1	00-20 i.e. 2000 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Rangnath Bahiru Tupe
16	201/6A+10+11+12A+12B+6C+9B+8A+14A/2B/3	00-07 i.e. 700 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Namdev P. Tupe
17	201/6A+10+11+12A+12B+6C+9B+8A+14A/2B/3	00-20 i.e. 2000 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Namdev P. Tupe
18	201/8A+14A+6B+9/2/A	00-30 i.e. 3000 Sq. Mtrs.	00-30 i.e. 3000 Sq. Mtrs.	Namdev P. Tupe
19	201/6A+10+11+12A+12B/10/14+6C+9B+8A/1/2/B	00-20 i.e. 2000 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Bhalchandra B. Tupe

	/1			
20	201/6A+10+11 +12A+B+6C+9B +8A +14A/2B/2	00-8 i.e. 800 Sq. Mtrs.	00-20 i.e. 2000 Sq. Mtrs.	Bhalchandra P. Tupe
21	201/13+15/1	00-29 i.e. 2900 Sq. Mtrs.	00-32 i.e. 3200 Sq. Mtrs.	Bhalchandra P. Tupe Jaysingh Tupe
22	201/13+15/2	00-13 i.e. 1300 Sq. Mtrs.	00-13 i.e. 1300 Sq. Mtrs.	Sunanda Shivaji Tupe Smita Gopal Shinde Neeta Kailash Punde Shilpa Haridas Shinde
23	201/1+2B+6+1 0A+11+12A+12 B/5B	00-11 i.e. 1100 Sq. Mtrs.	00-11 i.e. 1100 Sq. Mtrs.	Rahul Ramdas Tupe

24. Portion admeasuring 00 Hectar 40.5 Ares out of;
S. No. 201/21/2, admeasuring 21 Ares i.e. 2100 Sq. Mtrs.
S. No. 201/22+23/B, admeasuring 22 Ares i.e. 2200 Sq. Mtrs.
Owned by Ravindra Tupe, Mahendra Uttam Tupe and Sham Uttam Tupe;

25. Portion admeasuring 00 Hectar 99 Ares out of;

S. No.	Hect. – Ares and Sq. Mtr.
201/2+3A+3B+4+6A+10+11+12A+12B/7	01-55 i.e. 15500 Sq. Mtrs.
201/5+6B+9A+10+6A+11+12A+12B/8	00-24.1 i.e. 2410 Sq. Mtrs.
201/2+3A+3B+4+6+10+11+12A+12B/7/1	00-40 i.e. 4000 Sq. Mtrs.
Owned by Ravindra Tupe, Mahendara Uttam Tupe and Sham Uttam Tupe	

all the lands situated at village Sadesataranali, Hadapsar, within the limits of Town Planning Authority, Taluka Haveli, District Pune and collectively the said area of owners holding is hereinafter referred to as the “**SAID LANDS**” hereunder written in the **SCHEDULE I** and which stand in the names of the respective Owners above named.

- II. That the Owners hereinabove mentioned have granted the development rights of the properties described hereunder in favour of M/s. R. R. Tupe Builders Private Limited i.e. co-Developer herein vide separate development Agreements enumerated herein under:-

S. No. & Hissa Nos.	Area in Hec- Ares & Sq. Mtrs.	Date & Registration No. of Development Agreements and Power of Attorneys	Owners
201/13+6+10 +11+12A+12B+ 15/A-3 201/13+15/1	00-56.9 i.e. 5690 Sq. Mtrs., 00-01 i.e. 100 Sq. Mtrs.	4774, 4775/2004 03/07/2004	Sunil Ramchandra Tupe Kailas Ramchandra Tupe Meenakshi D. Ghule Vimal Ramchandra Tupe
201/24/2B	00-25 i.e. 2500 Sq. Mtrs.	4866, 4867/2004 07/08/2004	Somnath Tabaji Waghle
201/5+6+9A/1 201/5+6B+9A/3 201/6A+10+11+ 12A+12B/1	00-46 i.e. 4600 Sq. Mtrs. 00-20 i.e. 2000 Sq. Mtrs. 00-06 i.e. 600 Sq. Mtrs.	6576, 6577/2004 21/10/2004	Pralhad Bahiru Tupe
201/16B 201/13+15/1 201/6+9/1B	00-48 i.e. 4800 Sq. Mtrs., 00-02 00-07 i.e. 700 Sq. Mtrs.	4868, 4869/2004 07/08/2004	Indubai Jaising Tupe Maruti Jaising Tupe Kamal Maruti Tupe Rahul Maruti Tupe Pratibha Rahul Tupe Rohini Umesh Zende Revati Vinayak Padwal Dattatraya Jaising Tupe Pushpa Dattatraya Tupe Rupesh Dattatraya Tupe Yogesh Dattatraya Tupe Beby Sumant Badade Mandakini Hirakant Kondhalkar
201/16A+8B+ 14B+7	00-90 i.e. 9000 Sq. Mtrs.	4493, 4494/2004 21/07/2004	Saraswati Parshuram Tupe Arvind Parshuram Tupe Alka Arvind Tupe Amol Arvind Tupe Anup Arvind Tupe Archana Santosh Shinde Ashok Parshuram Tupe Asha Ashok Tupe Ashwini Ashok Tupe Aparna Ashok Tupe Abhishek Ashok Tupe
201/2+3A+3B+4+	00-99 i.e.	7505,7506/2004	Ravindra U Tupe

6+10+11+12A+12 B/7	9900 Mtrs.,	Sq.	02/12/2004	Mahendra U Tupe Sham U Tupe
201/2+3A+3B+4+ 6+10+11+12A+12 B/7/1				
201/5+6B+9A+10 +6A+11+12A+12 B/8	00-19.5 1950 Mtrs.	i.e. Sq.		
201/21/2				
201/22+23/B				
201/6A+10+11+ 12A+12B/9+1	00-20 2000 Mtrs.	i.e. Sq.	4681, 4682/2004 31/07/2004	Rangnath Bahiru Tupe Indubai Rangnath Tupe Prakash Rangnath Tupe Kanchan Prakash Tupe Ravikiran Prakash Tupe Vilas Rangnath Tupe Vijaya Vilas Tupe Sayali Vilas Tupe Abhishek Vilas Tupe Subhash Rangnath Tupe Alka Subhash Tupe Mukund RangnathTupe Meera Mukund Tupe Nishita Mukund Tupe Anuja Mukund Tupe Vijay Rangnath Tupe Swati Vijay Tupe Ayushi Vijay Tupe Maitrayi Vijay Tupe
201/6C+9+6+10+ 11+12A+12B/1A /9/2	00-57.4 5740 Mtrs.	i.e. Sq.	4789,4780/2004 31/07/2004	
201/6A+10+11+1 2A+12B+6C+9B+ 8A+14A/2B/4	00-07 700 Mtrs.	i.e. Sq.		Namdeo P. Tupe Nandkumar N. Tupe Vijaya Nandkumar Tupe Gauri Nandkumar Tupe Nikita Nandkumar Tupe Ganesh Sanjay Tupe Shilpa Sanjay Tupe Chaitanya Sanjay Tupe Minakshi Kailas Dolas
201/6A+10+11+1 2A+12B+6B+9B+ 8A+14A/2B/4				
201/8A+14A+6B +9/2/A	00-20 2000 Mtrs.	i.e. Sq.		
	00-30 3000 Mtrs.	i.e. Sq.		
201/6A+10+11+	00-20	i.e.	4743, 4744/2004	Bhalchandra P. Tupe

12A+12B/10/14 +6C+9B+8A/1/2 /B/1	2000 Mtrs.	Sq.	29/17/2004	Nirmala B. Tupe Sanjay B. Tupe Sangita Sanjay Tupe Milind B. Tupe Megha Milind Tupe
201/6A+10+11+ 12A+12B+6C +9B+8A+14A/2B /2	00-08 800 Mtrs.	i.e. Sq.		
201/13+15/1	00-29 2900 Mtrs.	i.e. Sq.		
201/13+15/2	00-13 1300 Mtrs.	i.e. Sq.	2297, 2298/2006 21/03/2006	Sunanda S. Tupe Smita G. Shinde Neeta Kailas Punde Shilpa H. Shinde
201/6A+10+11+1 2A+12B+6C+9B+ 8A+14A/2B/3	00-13 1300 Mtrs.	i.e. Sq.	3792, 3793/2004 24/08/2004	Smt. Kalawati Sopan Tupe Sameer Sopan Tupe Mangesh Sopan Tupe
201/6A+10+11+1 2A+12B+6C+9B+ 8A+14A/2B/2	00-12 1200 Mtrs.	i.e. Sq.		
201/6A+10+11+1 2A+12B+6C+9B+ 8A+14A/2/5	00-32 3200 Mtrs.,	i.e. Sq.		

- III. The Developer is in possession of the said Land and entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein below;
- IV. The Co-developer i.e. M/s. R. R. Tupe Builders Private Limited in pursuance of the rights acquired in respect of the said lands executed a Articles of Agreement dated 17/2/2014 in favour of the Developer-I herein, and thereby the said Co-developer i.e. R. R. Tupe Builders Private Limited and Developer-I have agreed to develop buildable development rights of the residual portion admeasuring 3993.16 Sq. Mtrs. alongwith 1086 Sq. Mtrs. of open space with FSI/FAR to be utilized thereon to the extent of 9020 sq. Mtr., hereinafter collectively referred to as the **“Said Property”** which is more particularly described in the **Schedule II** hereunder written. The said Article of Agreement is is duly registered in the office of Sub-Registrar Haveli No.22, Pune at Sr.

No.1421/2014 Accordingly parties to the said Agreement out of the said lands forms part of larger land part/s of which land having construction potential for development have been developed partially by M/s. R. R. Tupe Builders Private Limited and the said property is the residual remaining undeveloped portion thereof. The owners and M/s R. R. Tupe Builders Private Limited have also executed a power of attorney in favour of the Developer-I herein and thereby authorised Developer-I to do various acts, deeds and things in respect of said property. The said Power of attorney is duly registered in the office of Sub-Registrar Haveli No. 22 under Sr.No.1422/2014 & 1423/214.

- V. The Developer have applied to the Collector, Pune for requisite sanction to use the said property for NA purpose and sanctioned the layout over the said Land. Accordingly, the Collector, Pune, has granted permission to use the said Land for Non Agricultural Purpose and sanction the layout over the said Land vide its order No. PMH/NA/SR/1222/2013 dated 16/12/2013, subject to certain conditions which are mentioned in the said order.
- VI. The Developer-I and Co- Developer have executed a Supplementary Joint Venture Agreement Cum Rectification Deed dated 09/03/2015 with the consent of the owners, which is registered in the office of the Sub-Registrar Haveli No. 22 under Sr.No.2426/2015 as per the terms mentioned therein.
- VII. By virtue of the said Agreements and the Power of Attorney, the Developer alone have the sole and exclusive right to sell the residential units in the said building/s to be constructed by the Developer s on the said property and to enter into agreement with the Prospective Purchaser and to receive sale consideration in respect thereof.
- VIII. The Collector of Pune and Town Planning Authority have sanctioned the building layout and the plans for construction of the buildings for residential units on the said property vide its orders dated 16/12/2011 bearing No.PMH/NA/SR/1222/2011 Pune and subsequent revised layout order dated 16/12/2015 bearing No. PMH/NA/SR/978/014.
- IX. In light of Development Control Rules, the Developer herein intends to develop ownership scheme over the Said property under name and style "**URBAN BALANCE**" which is a residential project. The Developer has got prepared Master Layout Plan, for the Said Property, which Master Layout Plan hereinafter is referred "**THE SAID MASTER LAYOUT PLAN**". As per Said

Master Layout Plan, the Said property is subdivided in 2 Residential buildings and Open Space and the said Master Layout Plan has been annexed as Annexure 1.

- X. The Said Master Layout Plan comprises of the Open Space comprised of one Swimming pool, Changing room, Multipurpose hall, game room, gym, Yoga Deck , Children's play area, party lawn, senior citizen area, Jogging track and Building/Wing labelled as '**L (F1)**' having ground floor parking plus 11 Floors and building/wing labelled '**M (F2)**' having ground floor parking plus 12 Floors and with further / future proposed expansion of buildings or as may be permitted by the Concerned Local Authority from time to time with addition of floors in the Proposed Buildings as well as further expansion in the Proposed Buildings and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- XI. The entire project comprising of area admeasuring 3993.16 Sq. mtr. along with 1086.05 sq. mtr. open space having permissible FSI 9020 sq. mtr. out of which Open Space comprised of one Swimming pool, Changing room, Multipurpose hall, game room, gym, Yoga Deck, Children's play area, party lawn, senior citizen area, Jogging track and Building/Wing labelled as '**L (F1)**' having ground floor parking plus 11 Floors and building/wing labelled '**M (F2)**' having ground floor parking plus 12 Floors hereinafter collectively referred to as "**THE SAID ENTIRE PROJECT**". The Said Entire Project being, Project of 2 residential buildings and proposed building if any, known as **URBAN BALANCE** which is hereinafter referred to as "**THE SAID PROJECT**" and the buildings to be developed in Said Project are referred as "**THE SAID BUILDINGS**".
- XII. The Developer has proposed to construct '**L (F1)**' having ground floor parking plus 11 Floors and building/wing labelled '**M (F2)**' having ground floor parking plus 12 Floors over the said Project;
- XIII. The Developer has in compliance with rules, regulations and restrictions of concerned local authority which are to be observed and performed by the Developer while constructing /Developing the said project has accordingly commenced construction/ development of the same.
- XIV. The Developer has appointed Architect namely M/s. Jagdish P. Deshpande having office at B-7 , Success Chambers ,1232 Apte road PUNE 411004 and structural Engineer namely M/s. JW

Consultants LLP having office at Sai Radhe office 201 , 2nd floor 100 kennedy road. Behind Le meridian hotel Pune- 411001 for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;

- XV. The Developer has further made full disclosure to the unit purchaser that, the Developer herein has already allotted exclusive facility of open parking spaces to some of the other Unit purchasers in the Said Projects.
- XVI. The Developer has represented to the Purchaser/s that the Developer has created mortgage /charge in respect of the said Property against loans obtained from India Infoline Housing Finance Ltd. and the original title deeds in respect of the said Property are deposited with the said India Infoline Housing Finance Ltd. The Developer has further represented to the Purchaser that the Developer shall have said Premises proposed to be acquired by the Purchaser/s in terms hereof released from India Infoline Housing Finance Ltd. before the Purchaser/s are put in possession of his/her/their said Premises in terms hereof and / or before the registration of this Agreement.
- XVII. The purchaser has been shown the conditions of contracts with the Vendors/contractors/manufactures and workmanship and quality stands of products/fittings and fixtures as agreed between Developer and the vendors and on independently verifying the same the purchaser has not agreed to the same as conditions mentioned in these contracts and that the purchaser agrees to abide by the same failure of which shall absolve the Developer to that extent.
- XVIII. The Owner/Promoter has in process to register the said project under the provisions of the Act with the Real Estate Regulatory Authority and copy of the sanctioned certificate shall be handed over to the Purchaser / Allottee after sanction of the said project from the said authority.
- XIX. The Purchaser/s herein has/have demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of the title relating to the Said Property, the plans, designs and specifications prepared by the Architect of the Developer. After the aforesaid enquiry of the Purchaser and demand of inspection of documents, the Developer herein has requested the Purchaser to carry out independent search by

appointing his/her/their may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Developer herein. The Purchaser has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Developer herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosures, documents, etc. and the Said Project as well as units in the Said Project, the Purchaser/Allottee has decided to purchase Unit/Flat in the Said Project alongwith the appurtenances thereto which is more particularly described in “**SCHEDULE III**” written hereunder.

XX. The Purchaser/s has/have demanded and has also taken inspection of the orders and approved plans, commencement certificate issued by the concerned local authority and other relevant documents and papers including interalia the 7/12 Extract, NA Order, Municipal Assessment Bills, Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “**the MOFA**”) and Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as the “**RERA Act**”) and the Rules and Regulations made there under and further the Developer has given inspection of the Existing Building Approvals to the Purchaser/s and have clearly brought to the notice and knowledge of the Purchaser/s herein that the Proposed Buildings will have additional floors (then what is presently approved) by availing permitted increases in Floor Space Index, transferable development rights and other sanctions and approvals from time to time. Such expansions and extensions are clearly brought to the notice and knowledge of the Purchaser/s herein and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

XXI. The Said property, with Said Master Layout Plan of the Said Project is shown on the plan annexed hereto as **ANNEXURE 1**. The present sanction plan which is for the part of the aforesaid Said Master Layout Plan, is annexed hereto as **ANNEXURE 2**. The

Floor Plan showing the Said Unit is annexed hereto as **ANNEXURE 3**. The specifications for the Unit therein is stated in **ANNEXURE 4** annexed hereto. The Common areas and facilities which shall be provided for the Said Project is annexed herewith as **ANNEXURE 5**. Copy of the sanction letter/ commencement certificate is annexed hereto as **ANNEXURE 6** and the N. A. Order is annexed hereto as **ANNEXURE 7**, Copies of 7/12 extract of the Said property are annexed hereto as **ANNEXURE 8** and Copy of the Certificate of the title, issued by the Advocate of the Developer is annexed hereto as **ANNEXURE 9**.

- XXII. The Developer 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;
- XXIII. 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 Developer 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;
- XXIV. The purchaser has applied for unit in the said project for residential Unit being Unit/Flat No. “_____” of _____ **BHK** Type having carpet area admeasuring _____ **Square Meter**, along with enclosed balcony admeasuring _____ **Square Meter**, Architectural Projection admeasuring _____ **Square Meter**, **Terrace** admeasuring _____ **Square Meter** and **Open Balcony** admeasuring _____ **Square Meter** situated on _____ **Floor** in the building /wing No. “_____” in the said Project namely “**Urban Balance**” more particularly described in “**SCHEDULE III**” written hereunder and shown on the floor plan annexed hereto as **Annexure 3** and Pro rata share in common areas as defined under clause (n) of Section 2 of the Rera Act and further common areas and facilities both of which are more particularly described **SCHEDULE - 5** annexed hereto which is hereinafter referred to as the “**SAID UNIT**”. Relying upon the aforesaid application the Developer has agreed to allot and sell to

the purchaser/s the said unit at the consideration and upon the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

XXV. The carpet area of the said Flat/Unit is _____ **Square Meter** and "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/Allottee or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/Allottee, but includes the area covered by the internal partition walls of the Unit;

XXVI. 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;

XXVII. The Purchaser/s has paid an amount of **Rs.** _____/- **(Rupees _____ Only)** towards part payment of the total consideration of the unit agreed to be sold by the Developer to the purchaser in advance payment or deposit in following manner:-

Sr. No.	Amount	Cheque No.	Date	Name of Bank
1.	Rs. _____/-			
2.	Rs. _____/-			

The payment and receipt whereof doth hereby admitted and acknowledged by the Developer. The Purchaser hereby agree/s to pay the Developer balance consideration towards the said Unit as prescribed in the payment schedule or as may be demanded by the Developer within the time and manner specified therein.

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

XXIX. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Unit, and the parties hereto

therefore, have executed these Agreement, to witness the terms and conditions thereof, in compliance of Section No. 4 of the MOFA and section 13 of the Real Estate (Regulation and Development) Act, 2016 and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. DETAILS OF BUILDING AND UNIT:

- 1.1 The Developer shall construct Building/Wing labelled as '**L (F1)**' having ground floor parking plus 11 Floors and building/wing labelled '**M (F2)**' having ground floor parking plus 12 Floors on the Project in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.
- 1.2 It is hereby agreed that, the Developer shall have full power and absolute authority, if so permitted by the Competent Authority and other authorities to consume proposed FSI upto 3 over the said project and same shall be used to make additions to and/or construct additional building/s or structure/s or wing/s over the said Property and/or additional storey/s in any other building/s out of the Proposed Buildings and such additional building/s/ structure/s/ wing/s/storey/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitle to dispose off such additional building/s/structure/s /wing/s/ storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer has right to add additional adjacent land area in the said master layout Plan and further entitled to add/amend/alter/modify the layout plan of the said Property and also construct additional building/structure/wing/storey/s over the Said Property/Project or any portion or portions thereof and the Developer shall be entitled to dispose off the said constructed premises in such additional building/structure/wing/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the irrevocable, absolute and unconditional no objection of the Purchaser herein in that behalf. This Clause shall operate as and

shall be deemed to be the consent of the Purchaser/s in accordance with provisions of MOFA Act and RERA Act.

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

- 1.3 The Purchaser/Allottee hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/Allottee **Unit No.** _____ of _____ **BHK** Type having carpet area _____ **Square Meter**, along with enclosed balcony admeasuring _____ **Square Meter**, Architectural Projection admeasuring _____ **Square Meter**, Terrace admeasuring _____ **Square Meter** and Open Balcony admeasuring _____ **Square Meter** situated on _____ **Floor** in the building /wing No. “_____” (hereinafter referred to as **"THE UNIT"**) more particularly described in **"SCHEDULE III"** written hereunder and as shown in the Floor plan thereof hereto annexed and marked Annexure 3 for the consideration of **Rs.** _____ **/- (Rupees _____ Only)** excluding other charges mentioned herein below. Furthermore, the Developer has provided exclusive facility to use _____ Covered Parking Space to the Purchaser herein.
- 1.4 The Purchaser/s hereby agree/s to pay the Developer total consideration of **Rs.** _____ **/- (Rupees _____ Only)**. The above consideration is agreed considering the below payment schedule between the parties:-

Sr. No.	Amount	Particular
1.	Rs. _____/-	10% at the time of Booking.
2.	Rs. _____/-	20% Within 15 days upon registration of these presents
3.	Rs. _____/-	15% Commencement of Plinth
4.	Rs. _____/-	5 % On Completion of 2nd floor slab
5.	Rs. _____/-	5 % On Completion of 4th floor slab
6.	Rs. _____/-	5 % On Completion of 6th floor slab
7.	Rs. _____/-	5 % On Completion of 8th floor slab

8.	Rs. _____/-	5 % On Completion of Terrace slab
9.	Rs. _____/-	5% Completion of internal Plaster, flooring, window, doors of the said flat
10.	Rs. _____/-	5 % completion of Sanitary Fittings , Stair Case, Lift well, Lobby of the floor where the said flat is located
11.	Rs. _____/-	5% Completion of External Plumbing & Plastering
12.	Rs. _____/-	10% Completion of Lift, Entrance Lobby, Electrical fittings of the said Building where the said flat is located.
13.	Rs. _____/-	5% at the time of Possession
	Rs. _____/-	Total

- 1.5 The Total consideration above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer up to the date of handing over the possession of the unit and total price of the said Unit is given considering GST input set-off impact of the said transaction. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. There for the purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.
- 1.6 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development

charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order /rule /regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

- 1.7 The Promoter may allow, in its sole discretion, a rebate in the amount of installments as stipulated herein in the event of the Purchaser paying such installments earlier than stipulated not exceeding 6%. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/Allottee by the Promoter.
- 1.8 The Developer shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/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 Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Developer shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause mentioned hereinabove.
- 1.9 Apart from consideration mentioned in Clause 1.3 hereinabove, the Purchaser/Allottee hereby agrees to pay an amount Rs. _____/- (Rupees _____ Only) on demand being the proportionate price of the common areas and common facilities and the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure 5** annexed herewith.
- 1.10 The Purchaser/Allottee authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

2. TIME IS ESSENCE OF THE AGREEMENT:

- 2.1 Time is essence for the Developer as well as the Purchaser/Allottee. The Developer shall abide by the time schedule for completing the project and handing over the said unit to the Purchaser/Allottee and the common areas to the association of the Purchaser/Allottee after obtaining the occupancy certificate and/or the completion certificate, as the case may be. Similarly, the Purchaser/Allottee shall make timely payments of the instalment and other dues payable by him/her as mentioned herein above and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer.
- 2.2 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

3. FLOOR SPACE INDEX (FSI):

- 3.1 The Developer hereby declares that the Floor Space Index available as on date in respect of the "Building L (F1)" is 4198.71 Sq. Mtr. and "Building M (F2)" is 4430.01 Sq. Mtr. only and Developer has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index upto 3 is proposed to be utilized over the said Property in the said Project subject to sanction of concerned authority and same shall not adversely affect the said unit and Purchaser/Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

3.2 Notwithstanding anything contained anywhere in this agreement, the allottee hereby declares, confirms and agrees that

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

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

- 3.3 The Promoters/Owners shall always have right and the purchaser also gives his consent to the Promoter to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots. The promoter shall be entitle to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be, without affecting the unit ,building or amenity space which has been agreed and registered with RERA.
- 3.4 Without disturbing area of the unit the purchaser agreed to purchase and his right on common areas, The promoter shall be entitled to receive compensation from the allottee in case any obstruction or impediment of any nature raised by and on behalf of the allottee to the development of the project land and / or other piece of land adjoining to the project land either by sub division/amalgamation and / or consumption of FAR/FSI/TDR for any building or at any location thereon, without prejudice to the right of the promoter to terminate this agreement on such obstruction or impediment being raised by the allottee.

- 3.5 The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building/road that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation.
- 3.6 The Promoters have intimated the Purchasers that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The same proposed plans will upload / has been uploaded on MAHA-RERA web site. Accordingly promoter with intention to develop said buildings and has prepared tentative plans for the same. The Purchaser/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development of the said buildings and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.

4. INTEREST ON DELAY PAYMENT:

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

5. DELIVERY OF POSSESSION:-

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

- a) Non availability of steel, cement, other building material, water or electric supply.
- b) War, civil commotion or act of God.
- c) Any notice, order, rules, notification of the Government,
- d) Permission/NOC under Environment Clearance and/or other,
- e) Public, court or Competent Authority.
- f) Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project or unavailability of labour.
- g) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Developer s having complied with all requirements.

- h) Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Developer s having complied with all requirements.
- i) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Developer s to terminate this agreement under clause mentioned hereinabove
- j) Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Purchaser/s.
- k) Any circumstance beyond the control of the Developer.

6. PROCEDURE FOR TAKING POSSESSION:

- 6.1 After completion of construction of the Said Unit and after receipt of completion certificate in respect of said unit, the Developer herein shall inform in writing to the Purchaser that the Said Unit is ready for use and occupation and on receipt of such intimation, the Purchaser herein shall take the possession of the Said Unit within 7 days from the date of written intimation issued by the Developer to the Purchaser herein intimating that, the Said Unit is ready for use and occupation. In case the Purchaser/Allottee fails to take possession within time, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as applicable.
- 6.2 The Developer specifically informed the Purchaser that, the Said Project is a large project consisting of various phases, common area and facilities and the construction of such common area and common facilities shall be completed in due course on or before _____ from the date of possession of the Said Unit. It is agreed that, only after completion of construction of all the buildings/wings in the Said Project as per Said Master Layout Plan and considering this aspect on construction of the Said Unit and written intimation as stated hereto before issued by the Developer to the Purchaser herein, but it will not give ownership right to purchaser but will have only right to use and till handing over it to the Apex Body / Federation the promoter will have total control on all such amenities and facilities till handing-over it to Apex body/ Federation. The Purchaser herein shall take possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common area and facilities to the Said Project.

- 6.3 In the event the Developer fails to complete the construction of the Said Unit, within aforesaid stipulated period subject to the terms and conditions of these presents and subject to Purchaser has paid total consideration and other amounts to the Developer on due date and has not committed any breach of payment, in such an event the Purchaser herein shall entitle to receive compensation calculated at the rate of with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum over the consideration of the Said Unit from the Developer, from the aforesaid due date subject to extension on the grounds hereto stated before, till the construction of the said Unit is completed and ready for handing over the possession to the purchaser. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Unit. It is further agreed between the parties that, payment of interest on delayed period on delayed amount paid by the Purchaser, shall not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Purchaser failed to pay the due instalment on due date, amount to breach of aforesaid condition and Purchaser will not entitled to receive the aforesaid compensation.
- 6.4 It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Purchaser in pursuance of this clause, the Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Developer herein.

7. TERMINATION OF AGREEMENT:-

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

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

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/Allottee (subject to adjustment and recovery of any administrative expenses of an amount of equivalent to 10% of total consideration and/or any other expenses incurred by the Developer for such unit as requested by the Purchaser/Allottee or any other amount which may be payable to Developer) within a period of 30 days of the termination, the instalments of consideration of the said Unit which may till then have been paid by the Purchaser/Allottee to the Developer and the Developer herein shall be entitled to deal with the said Unit with any prospective Purchaser. Delay in issuance of any reminder/s or notices from the Developer shall not be considered as waiver of Developer absolute right to terminate this Agreement.

7.2 For whatsoever reason if the Purchaser/Allottee(s) herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said Unit then, the Purchaser/s herein shall issue a prior written notice to the Developer as to the intention of the Purchaser/s and on such receipt of notice the Developer herein shall be entitled to deal with the said Unit with prospective Purchaser. After receipt of such notice of intention, the Developer shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

7.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Unit between the Developer and Purchaser/s herein terminated as stated in clause 7.1 and 7.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser/s herein, in respect of the said Unit, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

8. DEFECT LIABILITY:-

- 8.1 If within a period of five years from the date of handing over the Unit to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developer any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects then the Purchaser/Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA Act. Provided however that, the Purchaser/Allottee(s) shall not carryout any alterations of the whatsoever nature in the said Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/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 Developer 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 Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.
- 8.2 That it shall be the responsibility of the Purchaser/Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his fault are regularly filled with white cement/epoxy to prevent water seepage.
- 8.3 Further where the manufacturer warranty as shown by the developer to the Purchaser/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 Purchaser/Allottee(s) the Developer shall not be responsible for any defects occurring due to the same.
- 8.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by

the Vendors/Manufacturers that all equipment's, fixtures and fittings such as electronic items, switches, cp fittings, water purifiers, pumps etc. shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the Unit and the common facilities wherever applicable.

- 8.5 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 8.6 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes swell doors in rainy season or crumble the floor may happens and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 8.7 It is expressly agreed but before any liability of defect is claimed by or on behalf of the Purchaser/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.

9. COMMON MAINTENANCE:-

- 9.1 The Promoter has proposed to collect and the Allottee/Purchaser has agreed to pay an amount of **Rs. _____/- (Rupees _____ Only)** being Twelve (12) months advance maintenance for the purpose of maintenance of amenities and facilities listed in **Annexure 5** which are a part of the Said Project and are to be deposited by the Purchaser with the Promoter. As and when the Society/Association is formed, the Promoter shall transfer the remaining amount out of the advance maintenance so collected with him to the Society/Association as may be formed. It is further agreed by the Allottee/Purchaser herein that the Allottee/Purchaser will be liable to pay such maintenance amount irrespective of whether the physical possession of the

Said Unit is taken by him/her or not and he/she shall be bound to pay the amount as soon as the Promoter informs in writing to the Allottee/Purchaser herein that the Said Unit is ready for use and occupation. The Promoter herein specifically informed to the Allottee/ Purchaser that, the Promoter has intention to handover the aforesaid maintenance to the society/societies or ad-hoc committee of tenement holders in the Said Project within one year of the completion of Entire Project.

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

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

- xv. Operational and electricity charges for the sewage treatment plant for the Society /apartment/ condominium or Association or Limited Company
- xvi. Environment clearance fees
- xvii. Property tax for Club House
- xviii. Repairs of the building for leakages, seepage to the property or any part thereof.
- xix. Wear and tear charges.

9.3 It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the Society /apartment/ condominium or Association or Limited Company either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the allottees.

- i. Society /apartment/ condominium or Association or Limited Company and managing committee administration.
- ii. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
- iii. Sinking fund
- iv. Property taxes of individual / Apartments and common amenities etc.
- v. Any other taxes, levies, cess etc. of the property,
- vi. Any other statutory charges,

9.4 The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society /apartment/ condominium or Association or Limited Company.

9.5 The allottee has been informed that certain services such as STP, Club House are common to the entire layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

- 9.6 The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottees.
- 9.7 The Developer herein has specifically disclosed and pointed out to the Allottee/ Purchaser that, the Said Entire Project on the Said property is subdivided into various parts. There are certain areas and facilities that are common to the like Internal roads, the common Sewage Treatment Plant, Common Entrance Gate ("Common Infrastructure Facilities") and in order to maintain the Common Infrastructure Facilities, the Developer has proposed to collect and the Allottee/Purchaser has agreed to pay an amount of **Rs.** _____ **/-** **(Rupees** _____ **Only)** towards maintenance of corpus fund and management charges to be deposited with the Developer, for the purpose of management and maintenance of the common infrastructure, facilities, areas, internal roads etc. which are common to the Said Entire Project. Such corpus will be used for aforesaid maintenance and same shall be paid by each Allottee/Purchaser of the Unit at the time of receiving possession of the Said Unit. The Developer shall deposit such collective corpus into a separate bank account opened by the Developer for the said purpose. Upon formation of the society/s/Associations as aforesaid, such collective corpus along with accumulated interest from the bank will be transferred to a joint account of the societies/Associations which are to be formed and use the aforesaid corpus for the aforesaid purpose by the concerned societies/Associations.
- 9.8 It is also understood that this shall not preclude such Society /apartment/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.
- 9.9 Such Society /apartment/ condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the

promoter/ Society /apartment/ condominium or Association or Limited Company.

- 9.10 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Society /apartment/ condominium or Association or Limited Company of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Society /apartment/ condominium or Association or Limited Company and/or federal/ apex body, as the case may be.
- 9.11 The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the Society /apartment/ condominium or Association or Limited Company on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.
- 9.12 That to avoid any doubts it is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers formed body etc shall reimburse to the promoter the proportionate common maintenance expenses

in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.

- 9.13 The Promoter/s shall keep amount by way of interest free deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/s /Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Flat/Unit holders and Building/Buildings, Insurances concerned with the individual Flat/Unit holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/ Unit Maintenance etc. of the project/building and the common facilities and amenities for 12 months are to be paid by the Flat/Unit Purchaser/s to the Promoter/s. all the members of the Society /apartment/ condominium or Association or Limited Company have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.
- 9.14 The Promoter will maintain two separate accounts i.e. one for the maintenance of the common amenities and other for maintenance of buildings/phases in separate account respectively. The amount received for
- 9.15 maintenance will be divided in a ratio of 60 : 40 i.e 60 % for maintenance of the common amenities such as Common Road, STP, DG, Common Security, Club House, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land Etc, and 40 % for maintenance of buildings/phases such as Lift, Cleaning of building premises, Electricity for common facilities in said building security, wear and tear, Annual Maintenance contract for the building etc.The purchaser/ Allottee here by confirms that, in situation where the initial funds for maintenance in either of the above mentioned r account are

exhausted or if required whenever and the purchaser will have to pay the required amount in his proportionate share towards the maintenance of the common areas and phases of the entire layout even after 12 months as defined by the Society /apartment/ condominium or Association or Limited Company / Promoter, either to the Society /apartment/ condominium or Association or Limited Company or Promoter as the case may be for the smooth functioning and maintenance of the Society /apartment/ condominium or Association or Limited Company and / or common area and of entire layout.

- 9.16 The remaining funds will be handed over to the Apex body and Society/Phase/ Buildings separately and the maintenance for the same will be carried out by the purchasers/ Allottees of the said Society/Phase/ Buildings and it will not be the responsibility of the promoter to maintain the said Society /apartment/ condominium or Association or Limited Company/Phase/ Buildings from the date of handing over it to the purchaser/Allottee or their association.
- 9.17 The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.
- 9.18 This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Purchaser/s with regard to his open space / attached terrace / garden and / or provisionally allocated parking space as aforesaid (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) and that the user of each of such unit/s and the rights in relation thereto of each Purchaser shall be subject to all the rights of the other Purchaser in relation to his unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or occupy the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company, acquired by any Purchaser/s, as aforesaid nor should he do or cause to be done anything where by such Purchaser if concerned is prevented from using and occupying the said terrace / garden

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

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

10. SEPARATE ACCOUNT FOR SUMS RECEIVED:

- 10.1 The Developer shall maintain a separate account in respect of sums received by the Developer from the purchasers towards total consideration of the said unit and as advance or deposit sums received on account of the share capital for the formation of the Co Operative society or a company or any such legal entity/organization that may be formed towards the out goings, legal charges etc.

Provided that, the Developer shall allow to withdraw the sums received from the purchasers and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

11. WATER SUPPLY:

It is clarified that the Developer shall make necessary arrangement for water connection of the said building and further potable water supply is to be provided by concerned government authorities, and shall be made available to the said Proposed Buildings by such authorities. The Purchaser/s is/are further made aware that potable water supply is provided by concerned

government authorities, and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Developer has not represented to the Purchaser/s or undertaken to the Purchaser/s that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.

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

- 12.1 There are certain multi storied buildings/wings of the building consisting of various residential units, Swimming pool, multipurpose hall, Children Play Area etc. Considering Developer herein developing the Said Property in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, the Developer herein shall form separate Co-operative Housing Societies or Associations of Apartment or companies of unit holders for residential Units in the Said project known **"URBAN BALANCE"** of the Said Entire Project or as permitted and sanctioned by concerned Co-Operative Societies Registrar.
- 12.2 It shall be the sole discretion of the Developer either to form a co-operative society under the Maharashtra Co-operative Societies Act,1960 and/or admit or cause to be admitted the purchaser herein in the said Society as a member and/or form one or more associations of flat purchasers under the Maharashtra Apartment Ownership Act,1970 by submitting the concerned portion of or the said Property with the buildings thereon, to the provisions thereof, in the event an association of unit owners is formed on submission of the part of the said Property and the buildings constructed thereon,
- 12.3 Each tenement shall have undivided share in the form of percentage, arrived at on the basis of the outer surface area of the given Unit to the total area of all the tenement in the entire scheme, in the said Property and in the common areas and facilities.
- 12.4 In the event the Developer promotes a separate one or more co-operative housing societies for residential or more buildings, the Purchaser shall become a member thereof, and the proposed Society, the Members and the Developer shall execute or caused to be executed a conveyance in the nature of sale of the said

Property and the buildings thereon; in part or otherwise, in favour of such society or societies, as the case may be,

- 12.5 If so decided and for better administration of the complex, for each building, there may be formed a separate co-operative housing society. All such co-operative housing societies shall form themselves into a 'federal society'.
- 12.6 The execution of the conveyance of the tenements, buildings and the property in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Purchaser and the unit being purchased by him *vis a vis* the Promoter.

13. CONVEYANCE DEED:

- 13.1 On the completion of all the the buildings and their wings, extensions and phases, etc; AND on the promoters receiving the entire payment / charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, within 1 year from receipt of occupancy certificate of entire building the Promoters and Owners shall convey the structure to Society /apartment/ condominium or Association or Limited Company.
- 13.2 The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said land comprised in favour of the proposed Cooperative Housing Society /apartment/ condominium or Association or Limited Company, within 1 year from the receipt of the occupancy certificate of last building, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining Apartments and parking, if any.
- 13.3 Provided that, after conveying the title to the association of allottees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Society /apartment/ condominium or Association or Limited Company without any restriction on entry of the building and development of common areas:

- 13.4 Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.
- 13.5 Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/organization of purchasers.
- 13.6 In the case of a layout, the said conveyance shall, till such time as the entire development of the layout is completed, be only in respect of the structures of the buildings. Floor Space Index consumed in such building, subject to the right of the Promoter to dispose of the remaining flats, if any, and receipt of the entire consideration amount further, be subject to the right to use, in common, the internal access roads and recreation areas developed or to be developed in the layout and with the right to use of the open spaces allocated to such building or buildings in terms of the agreement for sale executed by the promoter and the respective flat purchasers:
- 13.7 The promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority
- 13.8 All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

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

14. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER:

The Purchaser/Allottee /s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Developer as follows :-

- 14.1 To maintain the Unit at the Purchaser/Allottee 's own cost in good and tenantable repair and condition from the date that of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities, if required.
- 14.2 Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.
- 14.3 To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible

and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 14.4 Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Developer and/or the Society or the Limited Company.
- 14.5 The Purchaser/s is/ are hereby prohibited from raising any objection in the matter of sale of units and allotment of exclusive right to use garage, attach terrace/s, car parking/s, or any others space/s whether constructed or not and called under whatsoever name, etc., on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc., that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the 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.
- 14.6 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said property and building/s/ Wing/s or any part thereof except the said unit. The Purchaser/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/ her/ them and all open spaces, open parking spaces, lobbies, staircases, recreation spaces, Garden space etc., will remain common property and the Developer shall be incharge of the same until the said property and building is transferred to the Owners of individual Unit/s, as hereinabove mentioned.
- 14.7 Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Developer shall not be construed as the waiver on the part of the Developer 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 Developer.

- 14.8 The Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, units or otherwise in the buildings which are to be constructed on the Said property which the Developer herein developing being one project, as well as in amenity space and allotment of exclusive right to use garage, attached terrace/s, open car parkings, covered car parking/s, whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 14.9 The Purchaser herein admits and agrees that the Developer has also reserved all its rights to develop and/or dispose of by sale or otherwise transfer, the amenity space of the layout to any person of his choice, with or without construction as may be permissible under the concerned regulations and/or surrender such amenity space to the Hon'ble Collector, Pune or concern authority as may be declared as regulatory authority, in lieu or compensation and/or additional FAR/FSI, as the case may be and the Purchaser hereby irrevocably granted and shall be deemed always to have granted his/ her consent for such grant of exclusive facility and/or disposal of amenity space of the layout by the Developer .
- 14.10 Not to enclose niches or balconies or attached terrace of the said unit at anytime by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Developer has the right to take the appropriate action and remove such enclosure at the cost of the Purchaser. The Purchaser alone shall be solely responsible for any damage/loss caused to him/her/them or his/her/their unit in any event on account of such act and that the Developer shall not be held responsible for the same.
- 14.11 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or

whereby any increased premium shall become payable in respect of the insurance.

- 14.12 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the Unit is situated.
- 14.13 Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- 14.14 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Unit by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- 14.15 The Purchaser/Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser/Allottee to the Developer under this Agreement are fully paid up.
- 14.16 The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Unit s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 14.17 Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Society/Limited Society, the Purchaser/Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all

reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

- 14.18 Till a conveyance of the project land on which the building in which Unit is situated is executed in favour of Apex Body or Federation, the Purchaser/Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- 14.19 The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.
- 14.20 The Promoters/Owners plan to construct a club house on a pre designated area on the part of said entire property. The under mentioned terms and conditions are essential terms and conditions such as said amenities are common for unit holders in said entire layout, on the basis of which the Purchaser/s has/have agreed to purchase from the Promoters/Owners the said unit under and in pursuance of this agreement.
- 14.21 The promoter hereby clarifies that it has withdrawn all its advertisements and brochures etc. in respect of the said URBAN BALANCE project published prior to 1/05/2017 and same are not in use since then; and the purchaser/allottee/s hereby acknowledges the same. The Purchaser/Allottee/s hereby clarifies that he has relied only on the advertisements and brochures etc. in respect of the said project published by the promoter only after 1/05/2017.
- 14.22 Since the purchaser have opted for covered car parking and since there are limited number of Car Parking, the purchaser would only exercises to use the common area parking once the right to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the purchaser/allotees who have not opted for covered car parking.
- 14.23 Since there are limited number of Car Parking and the purchaser had not applied for any parking, the Purchaser would only exercises to use the balance common area parking once the right

to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the purchaser/allotees who have opted for car parking.

15. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Flat/Unit/Apartment shall be subject to all the following conditions (each/either applicable in the context of the specific sale)

- 15.1 There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
- 15.2 The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- 15.3 The size of the board and lighting arrangements for Flat/Units shall be 4 x 8 and same is restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoter.
- 15.4 No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- 15.5 Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s, and appropriate government authorities.
- 15.6 The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.
- 15.7 The said Flat/Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated parking space (which is subject to ratification by the

ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the Purchaser's own vehicle.

- 15.8 The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority
- 15.9 The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.
- 15.10 During the development or any construction activity on the said project no separate fencing and gate will be allowed for separating any particular work for whatsoever reason. All purchaser/s in all buildings/wings shall have free access to the entire project.
- 15.11 The Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Flat/Unit to the Purchaser/s.
- 15.12 It is specifically understood that the all the various features such as furniture layout in a unit, vegetation and plantation shown around the building/unit, color scheme, vehicles etc to increase the aesthetic value only and is not factual. These features/amenities are not agreed to be developed or provided by the developer/promoter to the purchasers.
- 15.13 In the event the Society /apartment/ condominium or Association or Limited Company of unit purchasers of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said Society /apartment/ condominium or Association or Limited Company holders shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied

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

16. NO GRANT DEMISE OR ASSIGNMENT:

None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the developers under the advance disbursement facility (ADF)

17. EXCLUSIVE FACILITY OF OPEN PARKING SPACES:

17.1 It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex

body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the flat purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the purchaser along with other unit purchaser hereby requested the developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Purchaser/s hereby authorized and give irrevocable consent to the Developer to do such earmarking of parking space at its sole discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Purchaser/s to the said Body as a member thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.

- 17.2 The purchaser/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of parking spaces made by the Developer to any intending purchaser/s.
- 17.3 The Promoter has not taken any consideration for such allocation. It is specifically agreed by the Purchasers that if for any reason it be held that such allocation/ designation of parking/s by the Purchasers of the flats among themselves is not proper then the Flat/unit purchasers (including flat purchaser herein) shall be entitled to use entire parking area in common with others and the flat purchaser herein and shall not be entitled to claim any refund of any amount or for compensation

as the consideration price herein agreed is only in respect of the said unit/unit alone.

18. USE OF THE SAID UNIT:-

- 18.1 The Purchaser herein shall use the Said Unit or any part thereof or permit the same to be used only for purpose of **residence**. The Purchaser shall use the Said Unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential Unit in the building / wing shall not use for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.
- 18.2 The Purchaser who have got allotted exclusive right to use covered car parking space for the Said Unit, being restricted common area, the same parking space shall use by occupant of Said Unit only for parking his / her / their own vehicle only. Similarly the parking spaces which are reserved for restricted parking spaces for the Unit, to which exclusive right to use car parking spaces are not allotted, shall be use by such Unit holders or occupiers for parking their own vehicles. The Unit holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any unit holder / occupier in the project shall and will not entitle to park his/her/their any four wheeler vehicle in drive way or common marginal space, which is not allotted for exclusive right to use for parking four wheeler vehicle.
- 18.3 After delivery of possession of the Said unit by the Developer to the Purchaser herein in terms of this present, the Purchaser herein for whatsoever reason desire to grant the use of the Said Unit to any third party on leave and license basis or otherwise, prior written consent of the Developer till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser herein or owner of the Said Unit as the case may be and further copy of such instrument shall be handed over to the Developer or society as the case may be and further the Purchaser herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the Said Unit.

19. PAYMENT OF TAXES, CESSSES ETC.:

- 19.1 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 Unit by Developer to the Purchasers of the Unit under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Government of Maharashtra has been imposed on the Developer and hence it is agreed between the parties hereto that, the Purchaser 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 Developer herein to enable the Developer to deposit / pay the same to the Government of Maharashtra.
- 19.2 The Purchaser herein is aware that, the Central Government of India has imposed service tax and plans to levy goods and 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 units by the Developer to the Purchaser 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 Developer / Developer and hence it is agreed between the parties hereto that, the Purchaser herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration to the Developer herein to enable the Developer to deposit / pay the same to the Central Government.
- 19.3 If at any time, after execution of this agreement, the GST, Service tax and Value Added Tax (VAT) and LBT increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the Said Property or the Said Unit or this agreement or the transaction herein, then it shall exclusively be paid/borne by the Purchaser. The Purchaser hereby, always indemnifies the Developer from all such levies, cost and consequences.
- 19.4 From the date of Completion/Occupation Certificate or Purchaser starting the use of the Said Unit, whichever is earlier the

Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Unit and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the Said Property to the respective authorities or/and to the ad-hoc committee appointed by the Developer from Purchasers of units in respective buildings if the society is not formed or ad-hoc committee appointed by the Developer from Purchasers who are members for the society of such building which is to be formed by the Developer herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Developer is not responsible/liable to pay or share in the aforesaid expenses in respect of the unsold units situated in the building, construction of which is either complete or which are under construction on the Said Property.

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

20. MORTGAGE OR CHARGE OVER THE SAID UNIT:

- 20.1 After the Developer executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/Allottee who has taken or agreed to take such Unit.
- 20.2 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on

the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

- 20.3 The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.
- 20.4 The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- 20.5 However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

21. PURCHASERS NOT TO PART WITH THE BENEFITS OF THIS AGREEMENT OR THE SAID UNIT:

The Purchaser/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoters under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoters. Upon breach of this condition by the Purchaser, his assignee /transferee shall have no legal right to possess the SAID FLAT and to enjoy the benefits of these presents and such transferee / assignee would also be subject to appropriate legal action along with such Purchaser.

- 22.** It is specifically understood by the Purchaser/s that the sample flat shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters.
- 23.** Promoters herein are constructing building/s on the remaining portion/s of the said land/s in phases and the Purchaser/s shall not be entitled to raise any objection, obstruction, hindrance, etc.,

on whatsoever ground and also shall not claim any compensation/ remuneration/ demands, etc., regarding such phase wise construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases. The Purchaser/s has no objection and hereby given his/her/their irrevocable consent for the same.

24. RIGHT TO USE OF INTERNAL ROAD/DRIVE WAYS:-

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

25. BINDING EFFECT:

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

amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

26. ENTIRE AGREEMENT:

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

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

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

28. PLACE OF EXECUTION:

- 28.1 The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the office of Developer or at some other place, which may be mutually agreed between the Developer and the

Purchaser/Allottee, in after the Agreement is duly executed by the Purchaser/Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

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

29. NOTICES:

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

NAME PURCHASER/ALLOTTEE:

1. **MR./MRS.** _____

ADDRESS: _____.

Email ID: _____;

NAME OF DEVELOPER:

M/S. VTP URBAN PROJECTS (PUNE) LLP

ADDRESS: Office at S.No.34, VTP House, Near Shakti Sports, Vadgaon Sheri, Pune 411014

Email ID: crm@vtprealty.in

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

30. JOINT PURCHASER/ALLOTTEE:

That in case there are Joint Purchaser/Allottee(s) all communications shall be sent by the Developer to the Purchaser/Allottee whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/Allottee(s).

31. STAMP DUTY AND REGISTRATION:-

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

32. VALUATION FOR THE PURPOSES OF STAMP DUTY:

The consideration of the Said Unit as agreed between the Developer and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Unit is as stated in hereinabove. The Purchaser/s herein has paid proper stamp-duty alongwith appropriate registration fees herewith as per Article 25(b)(ii) of Schedule-I read with Explanation-I of The Maharashtra Stamp Act. Accordingly, the Purchaser has paid stamp duty and registration fees over the Consideration amount of the Unit which is more than the market value affixed by the office of the Registrar of assurances, Pune as under:

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

THE SCHEDULE I ABOVE REFERRED TO:-

All that peace and parcel of the land and portion area admeasuring 90240 Square Meter as per the sanction layout carved out of the lands bearing S. Nos. 201/13+6A+10+11+12A+12B/3, 201/5+6+9A/1, 201/5+6B+9A/3, 201/6A+10+11+12A+12B/1, 201/6A+10+11+12A+12B+6C+9B+8A+14A/2B/2, 201/6A+10+11+12A+12B+6C+9B+8A+14A/2B/3, 201/6A+10+11+12A+12B+6C+9B+8A+14A+2+5, 201/16B, 201/13+15/1, 201/6+9/1B, 201/16A+8B+14B+7, 201/24/2B, 201/6C+9B+6A+10+11+12A+12B/1A/9/2, 201/6A+10+11+ 12A+12B/9+1, 201/6A+10+11+12A+ 12B+6A+9B+8A+14A/2B/3, 201/6A+10+11+12A+12B+6B+9B

+8A+14A/2B+4, 201/8A+14A+6B+9/2/A, 201/6A+10+11+12A+ 12B/10 +14A+6C+9B+8A/1/2/B/1, 201/6A+10+11+12A+12B+6C+9B+8A+14A/ 2B/2, 201/13+15/1, 201/13+15/2, 201/1+2B+6A+10+11+12A+ 12B/5B, 201/21/2, 201/22+23/B, 201/2+3A+3B+4+6A+10B+11+ 12+12B/7, 201/5+6B+9A+10+6A+11+12A+12B/8, 201/2+3A+3B+4+6+ 10+11+12A+12B/7/1 situated at Village Hadapsar (Sadesataranali), Taluka Haveli, District Pune.

ON OR TOWARDS THE:

- EAST : 18 Mtrs. Internal Road
- SOUTH : As per sanctioned layout of S. No. 201 (Part) Kumar Purva Building (Part of B2 Plot)
- WEST : Amenity Space left out of Layout of S. No. 201 (part) part of B3 –A. S. 1.
- NORTH : As per sanctioned layout of S. No. 201 (Part) belongs to Mr. Ravindra Uttamrao Tupe and family members (A1Plot).

THE SCHEDULE II ABOVE REFERRED TO:

All that piece and parcel of land and portion admeasuring about 3993.16 Sq. Mtrs., alongwith Open Space admeasuring 1086 Sq. Mtrs., with consumable FSI/FAR to be utilize thereon to the extent of 92120 Sq. Ft., carved out of and from the total area of the Plot No. A-4, totally adm.7452.36 Sq. Mtrs., being carved out of and from the piece and parcel of the portion of the said lands more particularly describes in the Schedule I written hereunder as per the revised layout plan sanction by the Collector Pune vide Permission dated 16/02/2015 bearing no. PMH/NA/SR/978/014 situated at Village Hadapsar (Sadesataranali), Taluka Haveli, District Pune as shown earmarked on the annexed plan and bounded as under:

ON OR TOWARDS THE: -

- EAST: 18 Mtrs., road
- SOUTH: J3, J2, J1 Building
- WEST: Amenity Space 1
- NORTH: Amenity Space (For Plot No. A1) Part of layout S. No. 201

SCHEDULE 'III'
(Description of the said Unit)

Flat /Unit bearing No. _____ of _____ **BHK** Type having carpet area admeasuring _____ **Square Meter**, along with subject to variation on account of internal plaster finishing along with adjoining /appurtenant/ abutting and the exclusive right to use, occupy enclosed balcony admeasuring _____ **Square Meter, Terrace** admeasuring _____ **Square Meter and Open Balcony** admeasuring _____ **Square Meter** on _____ **Floor**, in the building/Wing '_____' along with exclusive facility to use _____ Covered Parking Space in the project known as "**URBAN BALANCE**" situate on the land/Property described in Schedule II hereinabove.

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

SIGNED SEALED AND DELIVERED by the abovenamed DEVELOPER		
for themselves and as duly Constituted Attorney of the Developer, Co-Developer and Owners and authorized signatory abovenamed MR. _____		
PHOTO	THUMB	SIGNATURE

SIGNED SEALED AND DELIVERED by the above named PURCHASERS		
1. MR. _____		
PHOTO	THUMB	SIGNATURE

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

DRAFT

ANNEXURE 4

URBAN BALANCE	
SPECIFICATIONS	
1	FLOORING
i	Composite Marble for Living & Dining
ii	800mm x 800mm Vitrified Tiles (with or without spacers)

iii	Wooden Laminated Flooring for Master Bedroom
iv	Designer Anti-Skid Ceramic Tiles for Dry Balcony (with or without spacers)
v	Designer Anti-Skid Ceramic Tiles for Terraces / Sitouts (with or without spacers)
2	DOORS
i	Grand Entrance Veneer Finish Door - Main Door
ii	Laminated Flush Doors - Internal Doors
3	WINDOWS
i	Powder Coated Aluminium Sliding Windows with Mosquito Net
4	WALL FINISHES
i	Pop Finished Walls with Luster Paints - Interior Walls
ii	Texture Paint - Exterior Walls
5	KITCHEN
i	Granite Platform
ii	Branded S. S. Sink
iii	Modular Kitchen with Cabinets below the Platform
iv	Water Purifier
vi	Hob
vii	Ceramic / Glazed Tiles 2' above Kitchen Platform (with or without spacers)
6	TOILETS
i	CP Fittings -GROHE , Sanitary fittings - Kohler
iii	Designer Decorative Dado Tiles (with or without spacers)
iv	Glass Partition for Shower Area
v	Louvered Glass Window in Powder Coated Aluminium Frames
vi	Concealed Anti-Corrosive Plumbing
7	HOME AUTOMATION
i	Key-Less Entry with Biometric Locks
ii	Video Door Phone with Intercom Facility
v	Fire Alarm
vi	Gas Leak Detector
8	ADDITIONAL SPECIFICATIONS
i	100% D. G. Back up for Lifts & Common Areas
ii	Provision for Invertor
iii	Switches of Legrand or Equivalent Modular Switches
iv	Concealed Copper Wiring with M.C.B.
v	Adequate Electric Points with T.V. & Telephone Points

ANNEXURE 5

URBAN BALANCE – WING/BUILDING L AND M

LIST OF COMMON FACILITIES	
1	Gym area
2	Indoor game room
5	Multipurpose hall
4	Entrance gate
5	Party lawn
6	Amphitheatre
7	kids play area
8	Semi covered Swimming pool
9	Fire fighting system
10	Sewage treatment plant
11	Rain water harvesting PITS
12	Transformer room
13	D.G.
14	Under ground water tank
15	pump room
LIST OF COMMON AREA	
1.	Staircase Area
2.	Passage Area
3.	Lift Area
4.	Top Terrace Area
5.	Meter Room
6.	Parking Area Toilet
7.	Lift Machine Room
8.	Refuge Area
9.	Oht Tank
10.	Entrance Lobby
11.	Drive Way On Stilt
12.	Staircase Area In Stilt
13.	Staircase Area In Terrace