

THIS AGREEMENT made at Pune this_ __ day of _____ , 2017

BETWEEN

RAJA BAHADUR INTERNATIONAL LIMITED, PAN No. AAAC5631M

a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Hamam House, Ambalal Doshi Marg, Fort, Mumbai 400 001 hereinafter referred to as **“THE PROMOTER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part.

AND

(1) (age about ____ years, Occupation – _____) PAN No. _____
Indian Inhabitant having address at :
_____ and

(2) _____ (age about ____ years, Occupation – _____) PAN
No. _____ Indian Inhabitant having address at :

and hereinafter referred to as “ **THE FLAT PURCHASERS** ” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS

1. The Promoter is the owner of all that piece or parcel of land or ground admeasuring 4 H= 29 R i.e. 42,900 square meters and bearing Survey No. 30 Hissa No.1 of Village Kharadi situate, lying and being at Village Kharadi, Taluka Haveli, District Pune within the Registration Sub-District Haveli and District Pune hereinafter referred to as “**THE LARGER PLOT**”.

2. A portion of the Larger Plot admeasuring 28,277 square meters is shown reserved for Garden and a portion of the Larger Plot admeasuring 1546.12 square meters is going in road widening in the Development Plan and has been handed over to the Pune Municipal Corporation..

3. The remaining portion of the Larger Plot (after excluding the portions of the Larger Plot reserved for garden and going in road widening, which has been handed over to the PMC) admeasuring 13,076.18 square meters and bearing Survey No. 30 Hissa No.1(Part) of Village Kharadi situate, lying and being at Village Kharadi, Taluka Haveli, District Pune within the Registration Sub-District Haveli and District Pune is hereinafter referred to as “**THE PLOT**” and more particularly described in the First Schedule hereunder written. As per the approved layout referred to hereinafter, the plot is numbered as Plot No. D.

4. The Promoter has planned development of the Plot in a phased manner by developing and constructing a building known as Pittie Kourtyard thereon consisting of residential flats.

5. The Promoter accordingly got the layout plans and the revised layout plans of the Plot approved from the Pune Municipal Corporation vide letters

bearing No. _____ dated _____ and letter bearing No. _____ dated _____ of the _____ of the Pune Municipal Corporation respectively, and, also got the plans, elevations, sections and details and the amendments/ revisions thereto of the building known as Pittie Kourtyard (hereinafter referred to as “**THE SAID BUILDING**”) and of the Club House approved by the Pune Municipal Corporation and the Pune Municipal Corporation has issued Commencement Certificate No. CC/1392/11 dated 14th July 2011, Commencement Certificate No. CC/0042/12 dated 4th April 2012, Commencement Certificate No. CC/0531/15 dated 21st May 2015 and Commencement Certificate No. CC/ 2149/ 16 dated 18th October 2016 in respect thereof. As per the approved amended/ revised layout plans and plans, elevation, sections and details of the said Building and the Club House being constructed by the Promoter on the said Property, the said Building consists of lower ground floor and upper ground floor/stilt (referred to as ground and first level podium respectively) containing parking areas on the lower ground floor and parking areas, recreation areas and tenements on the upper ground floor, podium (referred to as second level podium) containing gymnasium, swimming pool and recreational areas and Wings A, B, C and D and out of which Wings A and C each consists of seventeen floors and part 18th floor with attached terrace containing residential flats, and Wing B consisting of 17 floors and containing residential flats and Wing D consistings of nineteen floors and contains residential flats. The Promoter has carried out and completed the construction of Wings A, B and C of the said Building and the Pune Municipal Corporation has issued its Occupation Certificate No. OCC/ 0319/ 2016 dated 25th^d May 2016 in respect of Wings A and B, Occupation Certificate No. OCC/ 0644/ 2016 dated 20th July 2016 in respect of part of Wing C and the Occupation Certificate bearing No. OCC/1672/16 dated 22/12/2016 in respect of Wing C. The Promoter in carrying out the development and construction on the Plot, , as it deems fit, will be utilizing the entire development potential of the Plot

including the Floor Space Index (FSI) of the said Property, the FSI in respect of the portion of the Larger Property going in road widening under the Development Plan, the FSI in lieu of the amenity space (provided on the portion of the Larger Plot reserved for garden) handed over to the Pune Municipal Corporation, Transferable Development Rights in the form of FSI available in respect of any reserved portion of the Larger Plot or purchased and/or acquired from elsewhere, the FSI available on payment of premium and all balance, additional, incentive FSI and/or development potential. The Promoter has informed the Flat Purchaser/s that the Promoter will be submitting and getting approved (either wholly or in phases) the amended plans, designs and specifications of the said Building for the construction of additional floor areas from the 10th to 19th floors in Wing D by utilising the balance, further or additional development potential of the Plot including inter alia the Transferable Development Rights in the form of FSI in respect of any reserved portion of the Larger Plot or purchased or acquired from elsewhere, balance or additional FSI available in respect of the Plot, FSI available on payment of premium, etc., as it deems fit, without affecting, changing or modifying the area, location, dimensions and specifications of the flat agreed to be purchased by the Flat Purchaser/s and the Promoter will be carrying out the construction of such additional floor areas in Wing D in accordance with the approved amended plans thereof and the Flat Purchaser/s hereby give/s his/her/their/its consent to the aforesaid and the Flat Purchaser's/s' consent shall for all purposes be considered as the Flat Purchaser's/s' consent under the provisions of Sections 7 (1) (i) and (ii) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and Sections 14(1)(i) and (ii) of the Real Estate (Development and Regulation) Act, 2016 ("RERA"). The Promoter is also proposing to carry out development and construction on the said Property by

utilizing Transferable Development Rights in the form of right to utilize FSI in respect of the reserved portion of the Larger Property or purchased or acquired by the Promoter from elsewhere including inter alia by constructing additional floors, additional wing/s/building/s and for these purposes the Promoter shall be entitled to and be at liberty to get further amended plans sanctioned from the Pune Municipal Corporation Provided However and it is hereby expressly agreed that the area, location, dimensions and specifications of the flat agreed to be purchased by the Flat Purchaser/s are not affected or changed or modified in any manner and the Flat Purchaser/s give/s his/her/their/its consent to the aforesaid and the Flat Purchaser's/ Purchasers' consent shall for all purposes be considered as the Flat Purchaser's/ Purchasers' consent under the provisions of Sections 7(1)(i) and (ii) of MOFA and Sections 14(1)(i) and (ii) of RERA. In the event of de-reservation of any area out of the Larger Property, which is reserved for garden, the Promoter is entitled to and may carry out composite development on the said Property and such de-reserved area, presently reserved for garden, and, to utilize the full development potential of such de-reserved area by constructing additional floors, additional wing/s/building/s and for these purposes the Promoter shall be entitled to and be at liberty to get such further amended plans sanctioned from the Pune Municipal Corporation Provided However and it is hereby expressly agreed that the area, dimensions and specifications of the flat agreed to be purchased by the Flat Purchaser/s are not affected or changed or modified in any manner and the Flat Purchaser/s give/s his/ her/ their/its consent for the aforesaid and the Flat Purchaser's/Purchasers' consent shall for all purposes be considered as the Flat Purchaser's/ Purchasers' consent under the provisions of MOFA and RERA. In the event of such composite development, reference to the Plot shall mean the Plot and such de-reserved area.

6. The Promoter has obtained No Objection Certificate No. Air HQ/ S 17726/ 4/ ATS (Ty BM-MMDCCX) dated 19th April 2017 from the Ministry of Defence, Government of India for high rise building on the said Property.
7. The Collector, Pune has issued N. A. Permission No. PMH/ NA/ SR/ 1004/ 2011 dated 13th January 2012 in respect of the said Property.
8. The Promoter has entered into a Standard Agreement with Messrs. Peshave and Associates, Architects who are registered with the Council of Architects and the said Agreement is as per the agreement prescribed by the Council of Architects and also appointed Structural Engineer Sterling Engineering Consultancy Services Private Limited for preparation of Structural designs and drawings and to supervise the construction work of the said building and the Promoter accepted the professional supervision of the said Architect/s and Structural Engineer/s or such other Architect/s and/or Structural Engineer/s, who may from time to time be appointed in their or his or her place or stead till the completion of the said Building.
9. By a Deed of Mortgage dated 28th September, 2016 made between the Promoter therein referred to as the Mortgagor of the One Part and Anand Rathi Global Finance Limited therein referred to as the Mortgagee of the Other Part and registered with the Sub-Registrar, Haveli No. 10 under No. 13245 of 2016 on 28th September, 2016, the Plot along with the unsold flats in Wings A, B and C of the said Building known as Pittie Kourtyard thereon havebeen mortgaged to Anand Rathi Global Finance Limited as a security for the repayment of the loan advanced by Anand Rathi Global Finance Limited to the Promoter as mentioned therein. By an Agreement for Project Development Management dated 27th January 2017 entered into between the Promoter on the one hand and Raja Bahadurs Realty Limited on the other hand, the Promoter appointed Raja

Bahadurs Realty Limited as its Turnkey Development Manager and Consultant for the consideration and on the terms and conditions therein contained in respect of the construction of Wing D of the said Building. By a Deed of Mortgage dated 2nd February 2017 made between the Promoter (therein referred to as “Mortgagor – I or Guarantor”) of the First Part, Raja Bahadurs Realty Limited (therein referred to as “Mortgagor – II or Borrower”) of the Second Part and Anand Rathi Global Finance Limited (therein referred to as “the Lender or the Mortgagee”) of the Third Part and registered with the Sub-Registrar, Haveli – 10 under No. HVL10/ 971/2017 on 2nd February 2017, the Promoter mortgaged inter alia the Plot as well as the residential flats in Wing D of the said Building being constructed as well as proposed to be constructed to Anand Rathi Global Finance Limited as a collateral security for the repayment of facilities given by Anand Rathi Global Finance Limited to Raja Bahadurs Realty Limited for the purpose of financing the cost of undertaking the management and construction of Wing D of the said Building.

10. The Promoter has already commenced the work of carrying out development on the Plot and the construction of the said Building and the Club House thereon and the said construction is being carried out as per the sanctioned plans. The Promoter has completed the construction of Wings A, B and C of the said Building and the Pune Municipal Corporation has issued its Occupation Certificate bearing No. OCC/0319/16 dated 25th May, 2016 in respect of Wings A and B and Occupation Certificate bearing No. OCC/0644/16 dated 20/7/2016 in respect of part Wing C, and bearing No. OCC/1672/16 dated 22/12/2016 in respect of Wing C. The Plot together with the said Building known as Pittie Kourtyard and the Club House under construction thereon are hereinafter collectively referred to as “the said Property” and more particularly described in the First Schedule hereunder written.

11. The Certificate of Title issued by Mr. Suhas Vasant Nagare, Advocate of the Promoter, the 7x12 Extract in respect of the Larger Plot showing the nature of title of the Promoter to the Plot on which the said Building and Club House are being constructed, authenticated copies of the layout of the Plot approved by the Pune Municipal Corporation vide letter bearing No. _____ dated _____ of _____ of the Pune Municipal Corporation, authenticated copies of the plans, designs and specifications of the said Building and Club House approved by the Pune Municipal Corporation vide Commencement Certificate No. CC/ 2149/ 16 dated 18th October 2016, authenticated copies of the proposed plans, designs and specifications of the said Building and Club House, authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Flat Purchaser/s approved by the Pune Municipal Corporation and the parking spaces sold, allotted and reserved in respect of the Flat, copies of the Commencement Certificate No. CC/1392/11 dated 14th July 2011, Commencement Certificate No. CC/0042/12 dated 4th April 2012, Commencement Certificate No. CC/0531/15 dated 21st May 2015, Commencement Certificate No. CC/ 2149/ 16 dated 18th October 2016 and copies of the Occupation Certificate bearing No. OCC/0319/16 dated 25th May, 2016, Occupation Certificate bearing No. OCC/0644/16 dated 20th July 2016 and Occupation Certificate bearing No. OCC/1672/16 dated 22/12/2016 have been annexed hereto and marked **Annexure Nos. 1, 2, 3, 4, 5, 6, 7 (Colly) and 8 (Colly)** respectively.

12. The conditions, stipulations and restrictions laid down by the Government and by the Pune Municipal Corporation at the time of making the orders or granting the permissions, sanctions, approvals, no objections etc. in respect of the said Property as well as while approving the building plans are to be observed and performed by the Promoter while developing the said Property and construction of the said Building thereon and upon due observance and performance of which

inter alia the Occupation and Completion Certificates in respect of the said building will be granted by the Pune Municipal Corporation.

13. The Flat Purchaser/s had demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser/s of all the papers relating to the said property including the permissions, sanctions, etc. and also all the other documents as are specified under the provisions of MOFA, RERA and the Rules made thereunder.

14. The Flat Purchaser/s who has/have full notice of the provisions/contents of the said documents referred to hereinabove and of the terms and conditions herein, applied to the Promoter for allotment of **Flat No. ____** having carpet area of _____ square feet i.e. _____ square meters **with enclosed balcony and attached terrace** on the _____ floor in **Wing** of the said Building constructed/ which is being constructed by the Promoter on the said Property hereinafter referred to as “THE SAID FLAT” and shown on the floor plans thereof hereto annexed and marked **Annexure “6”** and Car Parking Space/s bearing No/s. _____ on the ground floor level/ _____ Level Podium / _____ Car Parking Slots in Stack Car Parking bearing No. _____ in the mechanical stack parking in the compound hereinafter referred to as “**THE SAID PARKING SPACE/S**”. The expression “**Carpet Area**” means the net usable area of the Flat excluding the area covered by the external walls, areas under services shafts exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

15. Relying upon the application and consent of the Flat Purchaser/s the Promoter has agreed to sell to the Flat Purchaser/s the said Flat and the Parking Space/s at the price and on the terms and conditions hereinafter appearing.

16. Prior to the execution of these presents the Flat Purchaser/s has/ have paid to the Promoter a sum of Rs. _____/- (Rupees _____ only) being payment of earnest money and Rs. _____/- (Rupees _____only) as part payment of the sale price of Rs. _____/- (Rupees _____ only) of the said Flat as advance payment or deposit and the Flat Purchaser/s has/have agreed to pay to the Promoter the balance of the sale price in the manner hereinafter contained.

17. The Promoter has registered the Project under the provisions of RERA with the Real Estate Regulatory Authority at No. _____

18. Under Section 4 of MOFA and Section 13 of RERA the Promoter is required to execute written Agreement for sale of the said Flat to the Flat Purchaser/s being in fact these presents and also register the said Agreement under the Indian Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.**

1. The Promoter has got the plans approved from the Pune Municipal Corporation for the construction of the said Building known as Pittie Kourtyard and Club House, and, as per the approved plans, the said Building known as Pittie Kourtyard consists of lower ground floor and upper ground floor/stilt (referred to as ground and first level podium respectively) containing parking areas on the lower ground floor and parking areas, recreation areas and tenements on the upper ground floor, podium (referred to as second level podium) containing gymnasium, swimming pool and recreational areas and Wings A, B, C and D and out of which Wings A and C each consists of seventeen floors and part 18th floor with attached terrace containing residential flats, and Wing B consisting of 17 floors and containing residential flats and Wing D consisting of nineteen floors and contains residential flats. . The Promoter has completed the construction of Wings A and C

of the said Building each consisting of 17 floors and part 18th floor with attached terrace containing residential flats, and Wing B consisting of 17 floors containing residential flats and the Corporation has issued its Occupation Certificates in respect thereof as recited above and copies of which are annexed hereto and marked Annexure “8 (Colly)” and the Promoter shall under normal conditions construct the remaining portion of the said Building known as Pittie Kourtyard including Wing D and the Club House in accordance with the plans, designs, specifications approved by the Pune Municipal Corporation (“***the Corporation***”) and which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them. PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition required by any Government authorities or due to change in law or any alteration as per the proposed plans, designs and specifications, authenticated copies of which are annexed hereto and marked **Annexure “5”**.

AND FURTHER THAT the Promoter proposes to amend the plans, designs and specifications of the said Building for construction of additional floor areas from 10th to 19th floors in Wing D and the recreation area and tenements on the upper ground level by utilizing and consuming the balance, further or additional development potential of the Plot including inter alia the Transferable Development Rights in the form of FSI in respect of any reserved portion of the Larger Plot or purchased or acquired from elsewhere, balance or additional FSI available in respect of the Plot, FSI available on payment of premium, etc., as per the proposed plans, designs and specifications, the authenticated copies of which are annexed hereto and marked Annexure “5” and the Promoter will be submitting

and getting approved (either wholly or in phases) the amended plans, designs and specifications of the said Building known as Pittie Kourtyard, as per the said proposed plans, Annexure “5” hereto, As per these proposed plans, the Promoters propose to delete the Club House shown in the open space area as per the present approved plans., without affecting, changing or modifying the area, location, dimensions and specifications of the said Flat agreed to be purchased by the Flat Purchaser/s and the Promoter will be carrying out the construction of such additional floor areas in Wing D and recreational area and tenements on the upper ground level in accordance with the approved amended plans thereof and the Flat Purchaser/s hereby give/s his/her/their/its consent to the aforesaid and the Flat Purchaser’s/s’ consent shall for all purposes be considered as the Flat Purchaser’s/s’ consent under the provisions of Sections 7 (1) (ii) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“MOFA”) and Sections 14(1)(i) and (ii) of RERA.

AND FURTHER if and in case, there is de-reservation of any area out of the Larger Plot, presently reserved for garden, the Promoter is entitled to and may carry out composite development on the said Property and such de-reserved area, presently reserved for garden, and, to utilize the full development potential of such de-reserved area by constructing additional floors, additional wing/s/building/s and for these purposes the Promoter shall be entitled to and be at liberty to get such further amended plans sanctioned from the Pune Municipal Corporation Provided However and it is hereby expressly agreed that the area, dimensions and specifications of the Flat agreed to be purchased by the Flat Purchaser/s are not affected or changed or modified in any manner and the Flat Purchaser/s give/s his/ her/ their/its consent for the aforesaid and the Flat Purchaser’s/Purchasers’ consent shall for all purposes be considered as the Flat

Purchaser's/ Purchasers' consent under the provisions of MOFA and RERA. In the event of such composite development, the reference to the Plot shall be construed as reference to the Plot and the de-reserved area.

AND FURTHER that the Promoter is proposing to carry out development and construction on the said Property by utilizing Transferable Development Rights in the form of right to utilize FSI in respect of the reserved portion of the Larger Property or purchased or acquired by the Promoter from elsewhere including inter alia by constructing additional floors, additional wing/s/building/s and for these purposes the Promoter shall be entitled to and be at liberty to get further amended plans sanctioned from the Pune Municipal Corporation Provided However and it is hereby expressly agreed that the area, location, dimensions and specifications of the flat agreed to be purchased by the Flat Purchaser/s are not affected or changed or modified in any manner and the Flat Purchaser/s give/s his/her/their/its consent to the aforesaid and the Flat Purchaser's/ Purchasers' consent shall for all purposes be considered as the Flat Purchaser's/ Purchasers' consent under the provisions of Sections 7(1)(i) and (ii) of MOFA and Sections 14(1)(i) and (ii) of RERA.

AND FURTHER that if and in case the Promoter may consider necessary to amend/ vary the sanctioned plans or otherwise amendment/ variation in the sanctioned plans becomes necessary either because of the Promoter wanting to utilize/consume the balance FSI available in respect of the said Property or because of the FSI in respect of the portion of the Larger Property becoming available to the Promoter for utilization on the said Property or because of the Promoters acquiring or agreeing to acquire any additional property or properties and because of that or because of the increase in the Floor Space Index in the locality or additional Floor Space Index becoming available on account of FSI of the portion of the Larger Property going in road widening or acquisition of

Transferable Development Rights (TDR) or otherwise then and in any of such cases the Promoter shall be entitled and be at liberty to amend/ vary the sanctioned plans provided the location of the said Wing in the building in which the said Flat is located and the said Flat or its area, dimensions or other specifications are not changed. The Flat Purchaser/s hereby consent/s to the above and the said consent shall for all purposes be considered as the Purchaser's/ Purchasers' consent so long as the location of the said Wing in the building in which the said Flat is located and the said Flat or its area, dimensions or other specifications are not changed. The said Consent shall for all purposes be considered as the Flat Purchaser's/s' consent under the provisions of Section 7(1)(i) and (ii) of MOFA and Section 14(1)(i) and (ii) of RERA.

2. The Flat Purchaser/s hereby agrees/agree to acquire and purchase from the Promoter and the Promoters hereby agree to sell to the Flat Purchaser/s **Flat No. ____** on the ____th floor in Wingof the said Building known as Pittie Kourtyard having carpet area of ____ square meters equivalent to ____ square feet and enclosed balcony and attached terrace on the ____ floor in ____ Wing(hereinafter referred to as "**THE SAID FLAT**") as shown in the plan/s thereof hereto annexed and marked **Annexure No.6** for the price of Rs. ____/- (Rupees ____ only) including Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the said Flat, the nature, extent and description of the common areas and facilities/limited common areas and facilities, which are more particularly described in the Second Schedule hereunder written, and, Car Parking Space bearing No/s. ____ on the ground floor/ ____ Level Podium / ____ Car Parking Slots in Stack Car Parking bearing No. ____ in the mechanical stack parking in the compound (hereinafter referred to as "**THE PARKING SPACE/S**") for the price of Rs. Rs.____/- (Rupees ____). The aggregate consideration amount for the said Flat including the Parking Space/s is thus Rs.____/- (Rupees ____).

3. The Flat Purchaser/s hereby agrees/agree to pay to the Promoter the said amount of purchase price or consideration of Rs _____ /- (Rupees _____ only) in the following manner :-

(Schedule of payment to be as per RERA)(a)	Rs. _____/-	Paid on or before the execution of these presents as earnest; (10%)
(b)	Rs. _____/-	To be paid immediately upon the execution of these presents (20%)
(c)	Rs. _____/-	To be paid on completion of the Plinth of the building or wing in which the said Apartment is located (15%)
(d)	Rs. _____/-	To be paid on completion of the 2 nd slab of the superstructure, i.e. Second Podium level (5%)
(e)	Rs. _____/-	To be paid on completion of the 7th slab of the superstructure (5%)
(f)	Rs. _____/-	To be paid on completion of the 12th slab of the superstructure (5%)
(g)	Rs. _____/-	To be paid on completion of the 17th slab of the superstructure (5%)
(h)	Rs. _____/-	To be paid on completion of the 21st slab of the superstructure (5%)
(i)	Rs. _____/-	To be paid on completion of all the slabs, i.e. 21 st slab of the superstructure, including podiums and stilts of the building or wing in which the said Apartment is located (5%)
(j)	Rs. _____/-	To be paid on completion of the walls, internal plaster, floorings doors and windows of the said Apartment (5%)
(k)	Rs. _____/-	To be paid on completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment (5%)
(l)	Rs. _____/-	To be paid on the completion of external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located (5%)
(m)	Rs. _____/-	To be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s,

		plinth protection, paving of areas appertain and all other requirements as may be prescribed in these presents for the wing in which the said Apartment is located (10%)
(n)	Rs._____ /-	Balance amount against and at the time of handing over the possession of the said Apartment to the Allottee on or after the receipt of occupancy certificate (5%)
	Rs._____ /-	Total Consideration

It is hereby recorded that the Flat Purchaser/s has/have prior to the execution of this Agreement paid to the Promoter a sum of Rs._____ /- (Rupees _____ only) as advance payment or deposit (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). The Flat Purchaser/s agree/s to make the payment of the installments of purchase price in the name of “Raja Bahadur International Ltd.” or in such other name as may be directed by the Promoter. Any deduction of an amount made by the Flat Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon the Flat Purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department online website. Further that at the time of handing over the possession of the said Flat, if such certificate is not produced, the Flat Purchaser/s shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the Flat Purchaser/s producing such certificate within 4 months of the Flat Purchaser/s being put in possession of the said Flat. In case the Flat Purchaser/s fail/s to produce such certificate within the stipulated period of 4 months, the Promoter shall be entitled to and shall appropriate the said deposit against the amount receivable from the Flat Purchaser/s.

The total price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess, Goods and Services Tax or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) upto the date of handing over the possession of the said Flat or the date on which any payment post possession is made by the flat purchaser/s, whichever is later.

The total price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/ Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Flat Purchaser/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Flat Purchaser/s, which shall only be applicable on subsequent payments.

The Promoter shall confirm the final carpet area of the said Flat after the construction of the Wing in which the said Flat is located is complete and the Occupation Certificate is granted by the Pune Municipal Corporation in respect thereof, by furnishing the details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the Flat Purchaser/s within 45 days with annual interest at the rate specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, from the date when such an excess amount was paid by the Flat Purchaser/s. If there is any increase in the carpet area allotted to the Flat Purchaser/s, the Promoter shall demand additional amount from the Flat Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

The Flat Purchaser/s authorise/s the Promoter to adjust/ appropriate all payments made by him/ her/ them under any head (s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in their sole

discretion deem fit and the Flat Purchaser/s agree/s not to object/ demand/ direct the Promoter to adjust his/ her/ their payments in any manner.

4. The Promoter has performed and complied with and hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the Corporation, and other concerned local authorities at the time of granting the permission for development and sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Flat Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Wing in which the said Flat is located or of the said Flat as the case may be.

Time is of essence for the Promoter as well as the Flat Purchaser/s. The Promoter shall abide by the time schedule for handing over the said Flat to the Flat Purchaser/s and the common areas to the said Society. Similarly, the Flat Purchaser/s shall make timely payments of the instalment and other dues payable by him/ her/ them and meeting the other obligations under the Agreement subject to the Promoter simultaneously complying with their obligations.

5. The Promoter hereby declares that at present the Floor Space Index available in respect of the said Property (inclusive of the FSI of 1546.12 square meters of the portion of the Larger Plot going in road widening and the FSI of 4315.15 square meters in lieu of amenity space provided on the portion of the Larger Plot reserved for garden and handed over by the Promoter to the Pune Municipal Corporation)) is 17629.83 square meters and further that no part of the floor space index of the said Property has been utilised by the Promoter elsewhere for any purpose whatsoever. Further the Promoter shall be entitled to utilize the Transferable Development Rights in the form of right to utilize Floor Space Index of 7016.07 square meters purchased or acquired by the Promoter from elsewhere or becoming available to the Promoter in respect of the portion of the Larger Plot reserved for garden, as may be permissible, , additional FSI of 4000.00 square meters ,whether by payment of premium or otherwise, available

for utilization /consumption on the said Property to the end and intent that the Promoter shall be entitled to utilize and consume the entire development potential of the said Property in the implementation of the development and construction scheme of the said Property. The Promoter has disclosed the Floor Space Index as proposed to be utilized by it on the Plot and in the said Project and the Flat Purchaser/s has/ have agreed to purchase the said Flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared Floor Space Index shall belong only to the Promoter.

6. In case any part of the said Floor Space Index of the said property will be utilized by the Promoter elsewhere, then the Promoter shall disclose all such particulars in respect of such utilization of such part of the said Floor Space Index by it in the conveyance to be executed in pursuance of this Agreement. In case the Promoter desires to utilize/ consume the balance FSI available in respect of the said Property or the Floor Space Index in the locality is increased or otherwise or the Promoters acquires Floor Space Index on acquisition of Transferable Development Rights in respect of some other property (TDR) as per the provisions of the Development Control Rules or any other statutory Regulations relating to the development of properties or acquires any additional property or properties in the locality and amalgamates the same with the said Property and thereby more Floor Space Index becomes available for utilization to the Promoter on the said Property or FSI becomes available to the Promoter in respect of the portion of the Larger Plot going in road widening or Transferable Development Rights in the form of Floor Space Index become available to the Promoter in respect of the portion of the Larger Plot shown reserved for garden in the draft Development Plan then the Promoter shall be entitled to consume the same on the said Property or otherwise in such manner as may be permissible as per the Rules

and Regulations of the Corporation as may be applicable including by constructing additional floors and by constructing additional structures/ wings. In case while developing the said Property the Promoter has utilized any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser/s in the conveyance to be executed in pursuance of this Agreement. The residual F.A.R. (F.S.I.) of the said property not consumed as well as of any other property acquired by the Promoter by way of or under Transferable Development Rights or otherwise will be available to the Promoter till the execution of the conveyance hereby contemplated in favour of the Co-operative Societies even if the Promoter has put the Flat Purchaser/s and the purchasers of the other flats and premises in the building to be constructed on the said Property in possession of their respective flats and/or premises and also if the Flat Purchaser/s and the purchasers of other flats and premises have formed a Co-operative Society or limited company or companies or other association/s Societies and that the Promoters shall be at liberty and be entitled to consume such unconsumed F. A. R (F. S. I) of the said Property as well as of any other property that may be acquired by the Promoter by way of or under Transferable Development Rights or otherwise either by constructing additional structures on the said property or by constructing additional floors but without in any manner affecting the said Flat or the rights of the Flat Purchaser/s in the said Flat and to sell the same and to receive and appropriate to itself the entire sale price in respect thereof and further that if at the time of execution of conveyance such construction is incomplete, the Promoter shall be at liberty and be entitled to complete the same and for the purposes thereof and for all other purposes connected therewith the Promoter shall have unfettered and unrestricted right, liberty and authority to enter upon and be upon the said property with all their workmen and material and the Flat

Purchaser/s or the Co-operative Society or Co-operative Societies or limited company or companies or other association/s or any one claiming under him/her/them or it as the case may be shall not have any right to and as such shall not object to the same or otherwise obstruct the same. The Transferable Development Rights and/or the Development Rights Certificate which may at any time be issued for the said property or any part of the property or arising out of the development of the said property shall always belong to the Promoter. The Flat Purchaser/s or any of the purchasers or allottees of flats and premises in the said building shall not have any right to or interest in the same. The Promoter shall be entitled to and be at liberty to sell, dispose of, deal with or alienate the Transferable Development Rights and/or the Development Rights Certificates of the said property or any part or portion thereof to any person or persons of their choice and to appropriate the price or consideration in respect thereof and such price or consideration shall belong exclusively to the Promoter and the conveyance to be executed in favour of the Co-operative Society or Societies or limited company or companies or other association/s shall contain provisions to that effect.

7. If the Promoter fails to abide by the time schedule for handing over the said Flat to the Flat Purchaser/s, the Promoter agrees to pay to the Flat Purchaser/s, who does/do not intend to withdraw from the project, interest as specified under the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017, on all the amounts paid by the Flat Purchaser/s, for every month of delay, till the handing over of the possession. The Flat Purchaser/s agree/s to pay to the Promoter, interest as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures

on website) Rules, 2017, on all the delayed payments which become due and payable by the Flat Purchaser/s to the Promoter under the terms of this Agreement from the date each of the said amounts is payable by the Flat Purchaser/s to the Promoter.

8. Without prejudice to the right of the Promoter to charge interest in terms of Clause 7 above, if the Flat Purchaser/s commits/commit default in payment on due dates of any amounts due and payable by the Flat Purchaser/s to the Promoter under this Agreement (including his/her/their/its proportionate share of taxes levied by concerned local authority and other outgoings) [the time for payment of each of the said amounts is of the essence of the contract] and on the Flat Purchaser/s committing three defaults of payment of instalments, the Promoter shall be entitled at its own option to terminate this agreement and thereupon this Agreement shall come to an end and all the obligations of the Promoter and rights of the Flat Purchaser/s shall stand extinguished.

PROVIDED ALWAYS that the power of termination hereinbefore contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser/s fifteen days prior notice in writing (by Registered Post at the address provided by the Flat Purchaser/s and mail at the e-mail address provided by the Flat Purchaser/s) of its 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 and default shall have been made by the Flat Purchaser/s in remedying such breach or all breaches if there are more than one within 15 (fifteen) days after the receipt of such notice by the Flat Purchaser/s.

PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Promoter shall refund to the Flat Purchaser/s (subject to the adjustment and recovery of any agreed liquidated damages or any other amount

which may be payable to the Promoter) the installments of sale price of the Flat which may till then have been paid by the Flat Purchaser/s to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser/s any interest on the amount so refunded or any other amount whatsoever and upon termination of this agreement and refund of the aforesaid amount by the Promoter, the Promoter, shall be at liberty and be entitled to dispose of by sale or otherwise the said Flat to such person and at such price or consideration and on such condition as the Promoter in its absolute discretion think fit and the Flat Purchaser/s shall not be entitled and hereby undertakes/undertake not to dispute the same or raise any claim against the Promoter or the new flat purchaser or other acquirer or occupant of the Flat or against the said Flat or the disposal thereof or otherwise.

9. The fixtures, fittings and amenities to be provided by the Promoter in the said Flat and the said building in which the said Flat is located are those that are set out in **Annexure “9”** annexed hereto.

10. The Promoter shall give possession of the said Flat to the Flat Purchaser/s on or before_____ PROVIDED HOWEVER that all the amounts that may be or become due and payable by the Flat Purchaser/s to the Promoter under this Agreement or otherwise have been duly paid by the Flat Purchaser/s to the Promoter.

11. If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser/s on account of reasons beyond its control and/or of its agents by the aforesaid date then the Promoter shall be liable within 30 (thirty) days of the date of demand in writing by the Flat Purchaser/s to refund to the Flat Purchaser/s the amounts already received by it in respect of the Flat with interest at the same rate as may be mentioned in Clause 7 from the date the Promoter received the same till the date the amounts and interest thereon are repaid.

PROVIDED HOWEVER that the Promoter shall be entitled to

reasonable extension of time for giving delivery of the Flat, if the completion of the Wing in which the Flat is to be situated is delayed on account of -

- (i) non-availability of steel, cement, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority;
- (iv) any strike, lock out, bandh or other like cause;
- (v) any other force majeure cause beyond the control of the Promoter

12. The Promoter, upon obtaining the Occupation Certificate from the Corporation in respect of the Wing in which the said Flat is located and the payment made by the Flat Purchaser/s as per the agreement shall offer in writing the possession of the said Flat to the Flat Purchaser/s in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Flat Purchaser/s. The Promoter agrees and undertakes to indemnify the Flat Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Flat Purchaser/s agree/s to pay the maintenance charges as determined by the Promoter or the Co-operative Housing Society of the purchasers and allottees of flats and premises in the said Building, as the case may be. The Promoter on its behalf shall offer the possession to the Flat Purchaser/s in writing within 7 days of receiving Occupation Certificate of the Wing of the said said Building in which the said Flat is located.

13. The Flat Purchaser/s shall take possession of the Flat within 15 days of the Promoter giving written notice to the Flat Purchaser/s intimating that the said Flat is ready for use and occupation. Upon receiving such written intimation from the Promoter, the Flat Purchaser/s shall take possession of the said Flat from the

Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and, the Promoter shall give possession of the said Flat to the Flat Purchaser/s. In case the Flat Purchaser/s fail/s to take possession within the time prescribed herein, such Flat Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

Provided that if within a period of five years from the date of handing over possession of the said Flat to the Flat Purchaser/s, the Flat Purchaser/s brings/bring to the notice of the Promoter any structural defect in the Flat or the wing of the said Building in which the Flat is situated or any defects on account of workmanship, quality or provisions of service, then, wherever possible such defects shall be rectified by the Promoter at its own costs and in case it is not possible to rectify such defects, then the Flat Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or chanre in the manner as provided under RERA.

14. The Flat Purchaser/s shall use the Flat or any part thereof or permit the same to be used for the purpose of residence and for no other purpose whatsoever. It is hereby expressly clarified that no commercial or non-residential activity including clinic, nursing home, coaching classes, consultancy shall be carried out from the said Flat and the said Flat shall not be used for any such purpose. He/She/They/It shall use the garage or parking space or permit the same to be used only for purpose of keeping or parking the Flat Purchaser's/Purchasers' own vehicle and for no other purpose whatsoever and shall not permit or allow parking of visitors/outside's cars at any place on the said Property. Likewise the Flat Purchaser/s shall keep the open terrace and the open spaces on the said property unbuilt upon and open to sky and shall not construct any structure or shed or otherwise howsoever thereon. So far as the terrace is concerned the Purchaser/s thereof shall be bound to use the same for such purposes as are permissible as per

Municipal Rules and Regulations. It is hereby expressly agreed and understood that the parking spaces in the ground/ podium sold, allotted or reserved in favour of any flat purchaser or allottee shall be available for the exclusive use of such flat purchaser or allottee and his/her/their/its successors in interest in respect of his/her/its/their flat and the other flat purchasers or allottees of units or premises in the said building constructed on the said property or in the development and construction carried out on the said Property shall not object to such exclusive use of the car/ two wheeler parking space/ area by the flat purchaser or by his/ her/ their/ its successor in interest in whose favour such sale, allotment or reservation is made by the Promoter.

15. The Flat Purchaser/s along with other purchasers and allottees of flats and premises in the said building known as Pittie Kourtyard being constructed on the said property shall join in forming and registering the Co-operative Society to be known by such name as all the flat and other premises purchasers may decide and for this purpose the Flat Purchaser/s shall from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Flat Purchaser/s, so as to enable the Promoter to register the Co-operative Society of the flat purchasers without delay. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

16. The Promoter shall within Six (six) months of the completion of the work of construction of the new building or buildings on the said property and after the entire development and construction work proposed to be carried out by the

Promoter on the said property is completed in all respects cause to be transferred subject to what is stated herein, to the Co-operative Society/Societies formed by the purchasers of the flat and premises in the said Building and other buildings constructed on the said Property all their right, title and interest in the aliquot part of the said Property together with the building/s by executing the necessary conveyance of the said Property (or to the extent permitted by the authorities) in favour of such Co-operative Society/Societies and such conveyance shall be in keeping with the terms and provisions of this Agreement.

17. Commencing 15 days after notice in writing is given by the Promoter to the Flat Purchaser/s that the Flat is ready for use and occupation, the said Flat shall be at the Flat Purchaser's/s' risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire, riot, earthquake etc., and that the Flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. bearing the same proportion as the floor area of the said Flat bears to the aggregate floor area of all the Flats and other units) of the outgoings in respect of the said new building namely local taxes, revenue and N. A. Assessment, betterment charges or such other levies, under any head whatsoever by the concerned local authority and/or Government, water charges, insurance, common lights, sweepers, garden, common antenna/cable, repairs and salaries of clerks, bill collectors, chowkidars, and all other expenses necessary and incidental to the management and maintenance of the said building and equipments as listed in the **Third Schedule** hereunder written. The Flat Purchaser/s further agree/agrees that the Flat Purchaser/s shall pay to the Promoter a sum of Rs._____ /- being provisional contribution towards the monthly outgoings, and the Promoter shall be entitled and be at liberty to appropriate the same or adequate portion thereof towards such monthly outgoings and the balance, if any, out of the amounts so paid by the Flat

Purchaser/s to the Promoter shall not carry any interest and shall remain with the Promoter until the conveyance is executed in favour of the Co-operative Society/Societies as aforesaid. On such conveyance being executed, the aforesaid balance (less deductions provided for in this Agreement) shall be paid over by the Promoter to the Co-operative Society of which the Flat Purchaser/s is/are a member/s. After the said amount of advance provisional monthly contribution is exhausted the Flat Purchaser/s undertakes/undertake to pay to the Promoter provisional contribution and such proportionate share of the outgoings regularly on or before the 5th day of each and every calendar month in advance and shall not withhold the same for any reason whatsoever.

18. The Flat Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter the following amounts:-

(i)	Rs.600/-	For share money, application, entrance fee of the Co-operative Society;
(ii)	Rs.	Towards cost for formation and registration of the Co-operative Society;
(iii)	Rs.	For proportionate share of taxes and other charges/levies in respect of the Society or Federation or Apex body
(iv)	Rs.	For Deposit towards Water, Electric, Gas and other utility and services, Electricity Meter Deposit and Charges;
(v)		For Deposit of electrical receiving and Sub-station provided in layout
(vi)	Rs.	Development Charges;
(vii)	Rs.	Legal Charges.

)		
	Rs.	Total.

19. The Promoter shall utilise the sum of Rs._____ /- paid by the Flat Purchaser/s to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Deed of Conveyance.

20. All the stamp duty and registration charges and other levies including Service Tax, VAT, goods and services tax and other taxes of a like nature as applicable and all other taxes whatsoever of and incidental to this Agreement and conveyance and other necessary assurances to be executed in pursuance hereof or otherwise, and whether now payable/chargeable or hereafter to become payable or chargeable or charged including any additional stamp duty, penalty, registration charges shall be exclusively borne and paid by the Flat Purchaser/s. At the time of entering into this Agreement the Flat Purchaser/s shall pay the stamp duty and registration charges payable, if any on and in respect of this Agreement as per the provisions of law and shall likewise also at or before the execution and registration of the Deed of Conveyance and or any document or instrument of transfer in respect of the said property as stated herein and the building to be executed in favour of the said Society pay to the Promoter his/her/their/its share of stamp duty and registration charges, payable thereon

21. The Promoter hereby represents and warrants to the Flat Purchaser/s as follows:-

(a) The Promoter’s title to the Plot is clear and marketable as stated above and the Promoter has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the Plot for the implementation of the project;

(b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the project and upon the completion of the construction of the said Building, the Corporation will be issuing its Occupation Certificate/s in respect thereof;

(c) Save and except the mortgages as stated and recited hereinabove, there are no encumbrances upon the Plot or the project;

(d) All approvals, licences and permits issued by the competent authorities with respect to the project, the Plot and the said Building are valid and subsisting and have been obtained by following the due process of law. Further, the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the project, the Plot, the said Building and common areas;

(f) The Promoter has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Flat Purchaser/s created herein, may prejudicially be affected;

(g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the Plot, the project or the said Flat, which will, in any manner, affect the rights of the Flat Purchaser/s under this Agreement;

(h) The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Flat to the Flat Purchaser/s in the manner contemplated in this Agreement;

(i) The Promoter will be handing over the lawful, vacant, peaceful, physical possession of the common areas of the said Building to the purchasers and allottees of the flats and other premises in the said Building;

(j) The Promoter shall pay and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the project to the competent authorities;

(k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification including any notice for acquisition or requisition of the said Property has been received or served upon the Promoter in respect of the said Property and/or the project.

22. The Flat Purchaser/s himself/herself/themselves with intention to bind all persons into whomsoever hands the Flat may come, doth/ do and each of them doth hereby covenants/covenant with the Promoter as follows:-

- (a) To maintain the Flat at Flat Purchaser's/s' own cost in good tenantable repair and condition from the date commencing a week after notice is given by the Promoters that the Flat is ready for occupation and use or from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.
- (b) Not to store in the Flat or on the open terrace or on the open space on the said property 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 flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or are likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach and shall be liable to make good all and any such damage thereby caused.
- (c) Not to store anything in the open terrace or on the open spaces or in any common area or facility or in the parking areas.
- (d) To carry at his/her/their/its own cost all internal repairs to the said Flat in good workmanlike manner and maintain the Flat in the same

condition, state and order in which it was delivered or offered for delivery by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may in contravention of the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority as well as to the flat Purchaser/s and acquirers of other flats in the said buildings to be constructed on the said property.

- (e) Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated or of the common areas and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, Partis or other structural members in the Flat without the prior written permission of the Promoters and/or the Co-operative Society.
- (f) Not to install any Window Air Conditioners in the Flat or in the windows or openings of the Flat or on the external façade of the building in which the Flat is located.
- (g) Not to hang clothes, flower pots or any other things whatsoever from the

windows, openings, ducts or attached terraces (if any) of the Flat with a view to maintain the elevational features of the building.

- (h) Not to erect any temporary or permanent or other structure on any part of the open terrace of the said Flat or on any part of the open space on the said property.
- (i) Not to use the open spaces of the layout of the said property for any purpose other than the purpose that is permissible.
- (j) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (k) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the Flat is situated.
- (l) Pay to the Promoter within 8 (eight) days of demand by the Promoters, his/her/their/its share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
- (m) To bear and pay increase in all outgoings including local taxes, water charges, insurance, N. A. Taxes 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 Flat by the Flat Purchaser/s viz. user for any purposes other than for residential purpose or user PROVIDED HOWEVER that nothing contained herein shall be deemed or construed as an authority or permission to the Flat Purchaser/s to change the user of the Flat and further that such payment shall not be deemed or construed as a waiver or condonation on the part of the

Promoter or the Co-operative Society as the case may be of such unauthorized change of user.

- (n) The Flat Purchaser/s shall not let, sub-let, transfer, assign or part with Flat Purchaser's/s' interest or benefit factor of this Agreement or part with the possession of the Flat or any portion thereof until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid up.
- (o) The Flat Purchaser/s shall duly abide by, observe and perform all the rules, regulations and bye-laws which the Co-operative Society 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 property and the said building and the flats 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 Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Co-operative Society regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with and subject to the terms of this Agreement.
- (p) Till the conveyance of the said property and transfer of the building in which the Flat is situated is executed the Flat Purchaser/s shall permit the Promoter and its architects, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and building and the said Flat or any part thereof to view and examine the state and conditions thereof.

23. It is hereby expressly agreed by and between the Promoter and the Flat

Purchaser/s and all persons claiming under him/her/them/it that:-

- a. The Promoter shall have unfettered full, free and complete right of way and means of access over, along, across and under all internal access roads at all times of the day and night for all purposes and either on foot or with or without carts, carriages, motor-cars, motor-cycles, motor-trucks or other vehicles either laden or unladen or with or without horses and other animals as well as full, free and complete right to store building material on any portion of the said property for the purpose of carrying on construction of the said building as well as for the purpose of constructing additional floors or additional structures on the said property for consuming the unconsumed F. A. R. (F. S. I.) of the said property or for consuming any other F.A.R, F.S.I or TDR or otherwise as may be permissible and also full, free and complete right and liberty to lay and connect drains, pipes, electricity, telephone, telegraph, fax, cables and the equipment of other amenities and service facilities for full and proper use and enjoyment of the said property and/or the neighbouring lands or properties that may have been or that may hereafter be agreed to be purchased or taken for development by the Promoter and if necessary to connect drains, pipes, cables etc., of the additional floors or additional structures to be constructed on the said property as well as of the buildings and structures constructed or to be constructed on such neighbouring lands or property or properties under, over or along the said internal roads or on any portion of the said property. Specific and suitable provisions shall be made in the Deed of Conveyance hereby contemplated in favour of the Co-operative Society. The Flat Purchaser/s hereby unconditionally and expressly consents/consent to the same.
- b. In the event of the Co-operative Society of the purchasers of the flats in

the said building being formed and registered before the sale and disposal by the Promoter of all the flats and other premises in the new building to be constructed on the said property, the power and authority of the Co-operative Society so formed or of the Flat Purchaser/s or the purchasers of other flats and other premises in the said building shall be subject to the overall authority and control of the Promoter in respect of any of the matters concerning the said building, construction and completion thereof and all amenities pertaining to the same and in particular the Promoter shall have full and absolute authority and control as regards the unsold flats in the new building or other premises on the said property and the disposal thereof. The Promoter shall be liable to pay only the Municipal Taxes at actual in respect of the unsold flats and other premises and a token sum of Rs. 11/- (Rupees Eleven) per month towards outgoings in respect of each of the unsold flats. In case the Deed of Conveyance hereby contemplated is executed in favour of the Co-operative Society before the disposal by the Promoter of all the flats and other premises then and in such case the Promoter shall join in as the promoters/members in respect of such unsold flats and premises and as and when such flats and premises are sold to the persons of the choice and at the discretion of the Promoter, the Co-operative Society shall admit the purchasers of such flats and other premises as members of the Co-operative Society on payment of entrance fee of Rs.100/- and share money of Rs.500/- without charging any premium or other extra amount whatsoever.

- c. If at any time after the execution of this Agreement any development and/or betterment charges or other levies are charged, levied or sought to be recovered by the Municipal Corporation, Government and/or any other

public body or authority in respect of the said property and/or the said new building in which the said Flat is located then the same shall be borne and paid by all the purchasers in proportion to the areas of their respective flats.

- d. If for any reason prior to the completion of the said building/s proposed to be constructed by the Promoter on the said Property and the receipt by the Promoter of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of the Co-operative Society and if on the date of such conveyance the said building/s is/are not fully constructed and /or completed and/or the said building/s and/or any of the flats and/or other portions of the said property has or have not been disposed off by the Promoter on ownership basis or if the Promoter has not obtained in full the consideration money receivable by them from all the persons who acquire the flats, and other portions in the said property then and in such event, the Promoter shall have the right to construct and complete the said building/s and to dispose off the unsold flats and/or the other portions of the said property and/or to receive the consideration money even though such conveyance is obtained in favour of the Co-operative Society. Adequate provisions for the above shall be made in the Deed of Conveyance.

- e. The Flat Purchaser/s shall permit the Promoter and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the said Flat or any part thereof to view and examine the state and condition thereof and also for the purpose of laying, maintaining, repairing and testing drainage and water pipes and electric wires and cables and for similar other purposes and for all other purposes

contemplated by this Agreement.

24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the outgoings and shall utilise the amounts only for the purposes for which they have been received.

25. After the Promoter executes this Agreement it shall not mortgage or create a charge on the said Flat and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Purchaser/s who has/have taken or agreed to take such Flat. Subject to what is stated hereinabove, the Promoter shall be entitled to take any loan from any Bank, Financial Institution or lender on the security of any part or portion of the said Property save and except the said Flat by mortgaging or creating a charge on such part or portion of the said Property excluding the said Flat or in any other manner.

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

27. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat, as the case may be.

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

29. It is clearly understood and also 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 flat purchaser/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

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

31. Nothing contained in this Agreement is intended to be nor shall be construed or claimed by the Flat Purchaser/s as a grant, demise or assignment in law of the said Flat or of the said property or of the Building/s or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoter until the said property and Building/s constructed thereon are transferred to the Co-operative Society as hereinbefore mentioned.

32. Wherever in this Agreement it is stipulated that the Flat Purchaser/s have to make any payment, in common with other flat purchasers in the Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the flats in the Project.

33. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in

order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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

35. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

36. The Flat Purchaser/s shall present this Agreement as well as the Conveyance at the proper registration office for registration within the time limit prescribed by the Indian Registration Act, 1908 and lodge the same for registration and communicate to the Promoter the Registration Office where and the serial number under which the same have been lodged for registration and thereupon the Promoter will attend such office and admit execution thereof it being expressly understood that the only liability of the Promoter is to attend at the Registry/Sub-Registry and admit execution of the document.

37. All notices to be served on the Flat Purchaser/s or the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser/s or the Promoter, by Registered Post A.D. and notified email id/ under certificate of posting at their address specified below -

Name/s.

Address

Notified Email Id:

Raja Bahadur International Limited

Hamam House, Ambalal Doshi Marg, Fort, Mumbai 400 001

E-Mail id: _____

It shall be the duty of the Flat Purchaser/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Flat Purchaser/s, as the case may be. In the case of joint flat purchasers, all communications shall be sent by the Promoter to the name appearing first and at the address given by him/ her/ them/it, which shall for all intents and purposes be considered as properly served on all the Flat Purchaser/s.

38. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective Purchaser/s of the terrace-flat and such terrace spaces are intended for the exclusive use of the respective terrace flat purchasers. The said terrace shall not be enclosed by such flat purchasers till the permission in writing is obtained from the concerned local authority and the Promoters or the Co-operative Society as the case may be.

39. The Flat Purchaser/s hereby expressly agrees/agree that the Promoter shall be entitled to grant to any properties in the vicinity of the said property right of way including the right to lay drains, water pipes, electricity, cables, telephone cables and other service facilities and either underground or overhead and so far as right of way is concerned throughout the year without break and at any time of day and night and either on foot or in any of any and every description and both laden and unladen over the internal roads on the said property and to make the said Right of Way available to the owner/s of the properties, workmen, buyers of premises in buildings, their servants, agents, visitors etc., on such terms and

conditions and for such consideration as the Promoter may in its absolute discretion decide. The consideration amount or amounts receivable for grant of such right of way shall belong to and be the property of the Promoter and the Flat Purchaser/s shall not have any right, title and interest or claim to or in the same. The Flat Purchaser/s hereby gives/give his/her/their/its express consent to the Promoter giving such right of way to any of the adjoining properties or properties in the vicinity and the said consent hereby given by the Flat Purchaser/s to the Promoters shall be deemed to be a consent under the provisions of MOFA and RERA. The Deed of Conveyance to be executed in pursuance of this Agreement shall be granted subject to such right/s of way/s that may be granted by the Promoter in favour of such owners of the properties in the vicinity.

40. The Flat Purchaser/s hereby agree/s that the Promoter shall have a right to install, put up, affix its advertisement board, in any form (including neon) and the Promoter shall be absolutely entitled to fix or erect the same in or on any part of the said property or the said building and the Flat Purchaser/s shall not raise any objection to the same. The Promoter shall be entitled to fix neon signs, advertisement board on the top terrace and the Flat Purchaser/s shall not raise any objection to the same. The Flat Purchaser/s shall not be entitled to claim any charges on this account from the Promoter.

41. This Agreement shall always be subject to the provisions of MOFA, RERA and the rules made thereunder.

42. The Flat Purchaser/s hereby admits/admit, records/record and confirms/confirm that he/she/they/it has/have duly acquainted himself/herself/themselves/itself with the contents of the hereinabove recited Commencement Certificates, Permissions, and other documents papers and writings ("THE SAID DOCUMENTS AND PAPERS") and the Flat Purchaser/s covenants/covenant, agrees/agree and undertakes/undertake to the Promoter that

the Flat Purchaser/s shall and will from time to time and at all times hereafter abide by, observe, perform, carry out and comply with all the said terms and conditions stated and contained in the said documents and papers and shall not do any act or commit any breach or delay or default which may prejudice or adversely affect the said orders, letters, certificates, permissions, agreements or otherwise. Acquainting himself/herself/themselves/itself with the contents and provisions of the said documents and papers and the provisions of MOFA, RERA and the Rules made thereunder and the Development Control Regulations the Flat Purchaser/s has/have represented to the Promoter that the Flat Purchaser/s is /are eligible and entitled to acquire and and/or purchase the Flat hereby agreed to be acquired and/or purchased.

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

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands and seals to these presents the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF THE PROPERTY)

All that piece or parcel of land admeasuring 13,076.18 square meters and bearing Survey No. 30 Hissa No.1(Part) of Village Kharadi situate, lying and being at Village Kharadi, Taluka Haveli, District Pune within the Registration Sub-District Haveli and District Pune together with the building known as Pittie Kourtyard under construction thereon and the Club House, which is provided in the present approved plans and which the Promoters propose to delete as stated above and bounded as follows, that is to say -

On or towards the North:	Survey No. 37;
On or towards the East:	Survey No. 31;
On or towards the West:	Survey No. 30/1 (Part) and thereafter by Development Plan Road;
On or towards the South:	Survey No. 30/2B.

THE SECOND SCHEDULE ABOVE REFERRED TO:

THE NATURE, EXTENT AND DESCRIPTION OF “THE COMMON AREAS AND FACILITIES” AND OF “THE LIMITED COMMON AREAS AND FACILITIES” SHALL BE AS UNDER :-

A. THE COMMON AREAS AND FACILITIES.

- i. Entrance lobby and foyer of the building/respective buildings will for the benefit of the purchasers of the flats in such building.
- ii. Compound of the building/s i.e the open area (out of the said property) appurtenant to built up area of the said building/s but excluding the open car/ two wheeler parking spaces in the compound sold, allotted or reserved /to be sold, allotted or reserved in favour of any flat purchaser.
- iii. Podium of the building/s but excluding the car/ two wheeler parking spaces therein sold, allotted or reserved/ to be sold, allotted or reserved in favour of any flat purchaser.
- iv. The staircase and lift of the building/s wing/s including main landing for the purpose of ingress and egress of the Flat Purchaser of and visitors to such building/ wing but not for the purposes of storing or for recreation or for residence or for sleeping.
- v. Terrace above the top floor of the building/ wing for being used as a means of access to the water tanks, lift machine rooms and other facilities by the members owning flats in such building.

B. THE LIMITED COMMON AREAS AND FACILITIES.

- i. Landing in front of the stairs on the floor in which the particular flat is located, as a means of access to the Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping;
- ii. The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.
- iii. Car/ Two Wheeler Parking Spaces in the podium or elsewhere on the said Property reserved in favour of any flat purchaser/s, shall be available for the exclusive use of such flat purchaser/s and his/ her/ their/ its successors in interest of his/her/its/their flat.

THE THIRD SCHEDULE ABOVE REFERRED TO:

1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electrical wires, in under or upon the building enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and the main entrance, passages, landings and staircases, of the building and the boundary wall of the building compound, terraces and roads etc.
2. The costs of lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the purchaser as aforesaid.
3. The costs of the salaries of employees, such as Manager, clerks, bill collectors, sweepers, watchmen, gardener, lift operator etc. and those on contract.
4. The costs of working and maintenance of Lifts, D. G. Sets, Fire Fighting Systems, Surveillance, Security Systems, Video Door Phone and intercom Systems, Sewage Treatment Plant, Water connections, lights and other services.

5. Municipal, N. A and other taxes, sinking fund.-.
6. Insurance and other charges.
7. Cost, charges and expenses of maintaining and running the Club, gymnasium, swimming pool and recreational areas.
8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building, equipments installed and facilities and amenities provided in the building and on the said Property.

SIGNED SEALED AND DELIVERED by)
 Umang S. Pittie (Vice President) Authorised)
 Signatory of the within named PROMOTER RAJA)
 BAHADUR INTERNATIONAL LIMITED having)
 PAN No. AAAC5631M pursuant to the Resolution)
 of its Board of Directors dated 15th February 2012)
 in the presence of.)

1.

SIGNED SEALED AND DELIVERED by the)
 within named FLAT PURCHASER)
 _____ PAN No. _____)

SIGNED SEALED AND DELIVERED by the)
 within named FLAT PURCHASER _____)
 PAN No. _____)

RECEIVED of and from the within named FLAT)

PURCHASER/S the sum of Rs. /- (Rupees)

_____only) by cheque No. _____)

dated _____ drawn on the _____ Bank,)

_____, _____, which together with the)

TDS of Rs. /- (Rupees)

Only) makes in the aggregate the sum of Rs.)

/- (Rupees Only) being the)

within expressed amount of advance or deposit to be)

paid by the Flat Purchaser/s to us the Promoter.)

)

)

)

)

)

)

)

)

)

)

WITNESSES

1.

**WE SAY RECEIVED
FOR RAJA BAHADUR
INTERNATIONAL LIMITED**

2.

AUTHORISED SIGNATORY
THE PROMOTER ABOVENAMED