



||SHREE SHANKHESHWAR PARSHWANATH NAMAH||

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is executed at Pune, on this ____ day of _____ month in the year 201_.

BETWEEN

M/S. TIRTH HOME DEVELOPERS, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its registered office at 595D, Dr. Ambedkar Road, Narendra Villa, Matunga, Mumbai 400 019 and having office at Pundol Apartments, 160, M. G. Road, Camp, Pune 411 001, PAN: AACFT7776L, through its partner **Mr.** _____ **Ajmera** Age about ____ years, Occupation: Business, having address as above.

Hereinafter referred to as '**THE PROMOTER**' (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being and from time to time constituting the said firm, the survivor or survivors of any of them and the heirs, executors and administrators of such last surviving partner and his/her/their assigns)

... PARTY OF THE FIRST PART

AND

1) _____

Age: ____ years, Occupation: _____,

PAN: _____

Aadhaar Card No: _____

Residing at: _____

E-mail ID: _____

Mobile No. - _____

2) _____

Age: ____ years, Occupation: _____,

PAN: _____

Aadhaar Card No: _____

Residing at: _____

E-mail ID: _____

Mobile No. - _____

Hereinafter referred to as “**the Allottee**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns).

...PARTY OF THE SECOND PART

WHEREAS all those pieces and parcels of lands bearing Survey Nos. 20/10/1, 20/11/1, 20/12/1/1 and 20/12/1/2, situated at Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, falling in residential zone, were belonging to the respective owners as stated below and all the said lands were out of the purview of the provisions of the Urban Land (Ceiling and Regulation) Act, 1976, (now stands repealed) as per the diverse orders passed by the Competent Authority, Pune Urban Agglomeration, Pune in the year 2001 and 2003.

AND WHEREAS Tirth Homes Developers i.e. the Promoter herein, is a registered partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932, had acquired the development rights in respect of various pieces of lands out of the aforesaid Survey Nos. 20/10/1, 20/11/1, 20/12/1/1 and 20/12/1/2, totally adm. 10641 Sq. Mtrs., situated at Pimple Nilakh, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, falling in residential zone, which pieces of lands are more particularly described at Land Nos. 1 to 5 in the **Schedule I** written hereunder, from their respective owners, by diverse Development Agreements and Power of Attorneys, for the consideration and on the terms and conditions stated therein, all such documents registered in the office of Sub-Registrar, Haveli No. 5, Pune, as follows :

Land No.	Names of the previous owners	Survey No. /Hissa No.	Subject Area (in Sq. Mtrs.)	Dates and Registration No. of Development Agreement and Power of Attorney
1	Bhausahab Vithoba Ingavale and others	20/10/1 (part)	3099	Dated 30/11/2003, Regn. No. 912/2003 and 913 /2003
2	Dashrath Vithoba Ingavale and others	20/11/1 (part)	4934	Dated 30/11/2003, Regn. No. 298/2004 and 299/2004
3	Sadashiv Kashiram Ingavale and others	20/12/1/1 (part)	667.50	Dated 2/12/2003, Regn. No.915/2004 and 916/2004
4	Haribhau Kashiram Ingavale and others	20/12/1/1 (part)	605.50	Dated 2/12/2003, Regn. No.937/2004 and 938/2004
5	Gaubai Kisan Ingavale and others	20/12/1/2 (part)	1335	Dated 2/12/2003, Regn. No. 934/2004 and 935/2004
TOTAL			10641	

The aforesaid five pieces of lands are hereinafter referred to as 'land No. 1, land No. 2, land No. 3, land No. 4 and land No. 5' respectively.

AND WHEREAS the Promoter has paid the entire agreed consideration to the aforesaid previous owners of the lands No. 1 to 5 as per the said Development Agreements and the aforesaid previous owners have handed over the peaceful and vacant possession of the respective lands No. 1 to 5 for development of the same to the Promoter on the execution of the said Development Agreements.

AND WHEREAS thereafter by Deed of Conveyance dated 20/01/2011 all the said previous owners have collectively sold, conveyed and transferred their respective lands to the M/s. Tirth Home Developers i.e. Promoter herein, which Deed of Conveyance has been duly registered in the office of Sub Registrar Haveli No. 7 at Sr. No. 600/2011 and the name of the Promoter is entered on the revenue record of land Nos. 1 to 5 by Mutation Entry No. 6120.

AND WHEREAS on the basis of the layout got sanctioned by the previous owners in the year 2001 and thereafter the layout and building plans got sanctioned by the Promoter in the years 2007, 2008 and 2011 from Pimpri Chinchwad Municipal Corporation, the Additional Collector, Pune, vide orders dated 09/11/2001 and 18/10/2011 granted permission for non-agricultural use of the land Nos. 1 to 5 for residential purpose, photocopies of which orders have been annexed herewith as **Annexure G-1 & G-2** respectively.

AND WHEREAS The City Engineer, Pimpri Chinchwad Municipal Corporation, Pimpri, vide Commencement¹ Certificate dated 30th March 2007 and bearing No. BP/PN/26/ 2007 and revised Commencement Certificate dated 17th October, 2008 and bearing No. BP/PN/72/2008 granted permission for commencement of construction works on the lands No. 1 to 5 as per the building plans submitted by the Promoter and sanctioned by the Pimpri Chinchwad Municipal Corporation, Pimpri. The said sanctioned building plans have been again revised by the Promoter by uploading certain TDR (Transfer of Development Rights) and sanctioned by the Pimpri Chinchwad Municipal Corporation vide Commencement Certificate dated 28th December, 2011 bearing No. BP/PN/83/2011; and thereafter again by uploading certain TDR, vide Commencement Certificate dated 27/09/2012 bearing No. BP/PN/63/2012.

AND WHEREAS in pursuance of the layout and building plans duly sanctioned by Pimpri Chinchwad Municipal Corporation and subsequently revised from time to time as stated above, the Promoter (being the Promoter as per the provisions of Maharashtra Ownership Flats Act, 1963) had commenced the work of development of the lands No. 1 to 5 and the scheme of construction of the Building consisting of Wing Nos. A, B, C, D , E & F known as 'Neco SkyPark' and the Promoter has also entered into the Agreements for Sale of flats in the said Wing Nos. A, B, C, D & E with the respective Purchasers thereof.

AND WHEREAS since the commencement of the said scheme of construction, the Promoter has planned a multi-storeyed building consisting of basement floor & stilt floor for parking and there above in all six wings A, B, C, D, E & F of the building, known as 'Neco SkyPark', out of which the Wings A, B & C, each having 12 storied structure and the Wings D, E & F, each having 11 storied structure, all wings consisting of residential units of various sizes and areas (hereinafter referred to as the '**said building**'). Though the said entire scheme was not sanctioned at the time of commencement and development of the construction, the Promoter had planned to construct the same and to acquire /₃ purchase certain additional lands to provide

more land and marginal open space as well as open parking lots for the said scheme and also to make available the required FSI and TDR for completing the entire scheme of construction planned by the Promoter, as aforesaid.

AND WHEREAS accordingly the Promoter has purchased six pieces of adjacent lands falling in residential zone, totally adm. 3106.23 Sq. Mtrs. by two Sale Deeds from the concerned previous owners thereof as follows:

Land No.	Names of the previous owners	Survey No. /Hissa No.	Subject Area (In Sq. Mtrs.)	Dates and Registration No. of Deed of Conveyance
6	Mrs. Sarla Suresh Ajmera and two others	20/10/1 (part)	211.78	Dated 17/11/2014, Regn. No. 10160/2014 , Sub Registrar, Haveli No. 10
7	Mrs. Sarla Suresh Ajmera and two others	20/12/1/1 (part)	229.88	
8	Mrs. Sarla Suresh Ajmera and two others	20/12/1/2 (part)	167.88	
9	Mr. Vilas Eknath Nandgude	20/8/1 (part)	1300.32	Dated 05/05/2015, Regn. No. 4568/2015, Sub Registrar, Haveli No. 10
10	Mr. Vilas Eknath Nandgude	20/9A/1 (part)	300.83	
11	Mr. Vilas Eknath Nandgude	20/9C (part)	895.54	
TOTAL			3106.23	

The aforesaid six pieces of lands, are more particularly described at Land Nos. 6 to 11 in the **Schedule I** written hereunder and the same are hereinafter referred to as ‘**land No. 6, land No. 7, land No. 8, land No. 9, land No. 10 and land No 11**’ respectively.

AND WHEREAS the Promoter has amalgamated the aforesaid land Nos. 6 to 11 with the earlier sanctioned layout of land Nos. 1 to 5 and such amalgamated layout and building plans for total land adm. 13695.24 Sq. Mtrs., which is more particularly described in the **Schedule I** written hereunder (hereinafter referred to as the ‘**layout land**’) thereof have been sanctioned by Pimpri Chinchwad Municipal Corporation vide Commencement Certificate dated 5th September 2013 bearing No. BP/PN/43/2013, Commencement Certificate dated 29th April 2014 bearing No. BP/layout/PN/19/2014 and revised Commencement Certificate dated 9th June 2014 bearing No. BP/layout/PN/30/2014.

AND WHEREAS the Promoter has retained certain residential area adm. 1076.4 Sq. Mtrs. out of the layout land (i.e. in the form of the Plot B adm. 742.84 Sq. Mtrs. and Plot C adm.333.54 Sq. Mtrs. as per the layout sanctioned by Pimpri Chinchwad Municipal Corporation vide Commencement Certificate No. BP/layout/PN/19/2018 dated 31st March 2018 and the building plans under Commencement Certificate No. BP/PN/19/2018) for carrying out separate schemes of construction thereon. Thus, the Promoter is carrying out the scheme of construction known as ‘Neco SkyPark’ on the land adm. 12618.84 Sq. Mtrs. out of the layout land, which is more particularly described in the **Schedule II** written hereunder and hereinafter referred to as the ‘**project land**’ and the entire scheme of construction of multi-storeyed building

consisting of six Wings as stated above, with all the common areas and facilities thereof, which is being carried out by the Promoter upon the project land is referred to as the **‘said project’**.

AND WHEREAS the Promoter has already completed the construction of Wing Nos. A, B, C & D of the said project and the convenience shopping thereof and the Pimpri Chinchwad Municipal Corporation has granted Completion / Occupation Certificates dated 29/03/2012 bearing No. 55/2012 and dated 09/06/2014 bearing No. 105/2014 for the same.

AND WHEREAS the Promoter has constructed the E Wing of the said building as per the sanctioned plans and has also entered into Agreements for Sale of flats sanctioned and constructed in E Wing with the respective purchasers thereof.

AND WHEREAS the Promoter has formed and registered a Co-operative Housing Society for the said project named as ‘Neco SkyPark Co-operative Housing Society Ltd.’ bearing registration No. PNA/PNA(3)/HSG/(TC)16433/Yr 2015 dated 30/01/2015 (hereinafter referred to as the **‘said society’**) and all the Purchasers of residential units in the wings A, B, C, D & E of the said project have been admitted as the members of the said society. The copy of registration certificate of the said society is annexed herewith as **Annexure E**. It is confirmed by the Promoter that, the Allottee and the other purchasers of the unsold units / flats in the wings ‘E’ and ‘F’ shall be admitted as the members of the said society in due course.

AND WHEREAS after obtaining the required Environmental Clearance from Ministry of Environment and Forest, vide No 219 Dated 17th March 2018 the Promoter has obtained the sanction of Pimpri Chinchwad Municipal Corporation for the building plans of the remaining part of E & F Wings of the said building by utilizing the balance permissible FSI and uploading certain TDR, vide Commencement Certificate dated 18th May 2018 bearing No. BP/PN/31/2018 the copy whereof is annexed herewith as **Annexure F.**

AND WHEREAS the said scheme of construction is thus the ongoing project on the date of the application of the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder (hereinafter referred to as the **‘said Act’**) w.e.f. 01/05/2017 and the Promoter has decided to carry out and complete the construction of the remaining part of E & F Wings of the said building and to sell the residential units thereof to the intending Purchasers.

AND WHEREAS since the construction of remaining part of E & F Wings of the said building is being carried out by the Promoter on the project land out of the layout land and the same is yet to be completed in all respects, the Promoter has registered the same as the Real Estate Project with the Real Estate Regulatory Authority as per the provisions of the said Act, **bearing registration No. P52100005314** and the authenticated copy of the registration certificate issued by the Maharashtra Real Estate Regulatory Authority is annexed hereto as **Annexure ‘I’** and the Promoter is desirous of carrying out such real estate project known as **‘Neco SkyPark Phase III’** (hereinafter referred to as the **‘said phase’**). The Promoter has informed the Allottee that all the documents and information related to said phase is made available on the website of the Maharashtra Real Estate Regulatory Authority i.e. <https://maharera.mahaonline.gov.in>.

AND WHEREAS thereafter the Promoter has completed the construction of Wing No. E of the said project and the Pimpri Chinchwad Municipal Corporation

has granted Completion / Occupation Certificate dated 24/07/2018 bearing No. 370/2018. The copy whereof is annexed herewith as **Annexure F-1**.

AND WHEREAS the Promoter has appointed architects registered with the Council of Architects for carrying out the development of the project land and for carrying out the construction of multi-storeyed building consisting of six wings and other structures thereof.

AND WHEREAS the Promoter has entered into a standard Agreement with such Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the said building and other structures of the said project and the Promoter accepts the professional supervision of the Architect and the structural Engineer until the completion of the said project.

AND WHEREAS the Allottee herein demanded from the Promoter and the Promoter has given inspection to the Allottee and has also provided the Allottee/s with one set of all the documents relating to the project land and the plans, designs and specifications prepared by the Architect of the Promoter and such other documents as are specified under the said Act and the rules and regulations made thereunder and the Allottee has satisfied himself about the clear and marketable title of the Promoter to the project land or the layout land, and all the documents provided by the Promoter to the Allottee herein and has approached the Promoter for allotment and booking of a residential unit / flat in Neco SkyPark Phase III and agreed to purchase the same, more particularly described in the **Schedule-III** hereunder written and more particularly shown in the floor plans annexed herewith as **ANNEXURE 'B-1'**, which unit is hereinafter in this agreement for all intention and purposes is referred to as '**the said unit**', at and for the price hereinafter agreed, subject to the terms and conditions herein appearing.

AND WHEREAS the Promoter has specifically informed to the Allottee that the Promoter shall complete the said project as per the last revised layout of the project land, which is annexed herewith as **Annexure A**.

AND WHEREAS the title certificate issued by the Advocate of the Promoter in respect of the project land is annexed herewith as **Annexure 'C'**, the 7/12 extract in respect of the said plot is annexed herewith as **Annexure 'D'**, the **N.A. orders issued by the Additional Collector, Pune** are annexed herewith as **Annexure 'G1 to G5'**, and the general specifications and amenities for the construction of the said unit have been listed out and described in **Annexure 'H'** annexed herewith.

AND WHEREAS the Promoter has specifically and clearly disclosed and declared to the Allottee regarding the schematic planning for carrying out the said project by utilizing the entire permissible FSI in respect of the project land, the total FSI potential, total permissible construction, scheme/planning for the formation of the society, common areas amenities and facilities of the said project more particularly described in the **Schedule-V** hereunder, common areas amenities and facilities of the Neco SkyPark Phase III are more particularly described in the **Schedule-VI** hereunder, scheme for the execution and registration of building wise/phase wise deeds of conveyance etc. as stated in the operative part of this agreement appearing hereafter and the Allottee has well understood the same before entering into and executing this agreement.

AND WHEREAS the Promoter has clearly informed the Allottee that there are no covenants, impediments, tenancies affecting the project land or any encroachments on the project land or mortgage, lien or charge on the project land, except specifically stated in this Agreement as well as in the title and search report of the Advocate of the Promoter, which has already been inspected and understood by the Allottee. So also, the Promoter has assured the Allottee that apart from the permissions already obtained by the Promoter in respect of the project land, no other permissions / sanctions are required to be obtained with respect to the said unit.

AND WHEREAS The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has understood the scope of the development of the project land and the vision of the Promoter regarding the same. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority <https://maharera.mahaonline.gov.in> as required by RERA and the RERA Rules and has understood the documents and information in all respects.

AND WHEREAS the Promoter has right to sell the units in the Neco SkyPark Phase III part of which is completed and the remaining part being constructed by the Promoter, and, to enter into this Agreement with the Allottee of the said unit and to receive the sale consideration in respect thereof.

AND WHEREAS that under the provisions of section 13 of the said Act, the Promoter are required to execute a written agreement for sale of the said unit to the Allottee/s in fact these presents and the parties are required to register this said agreement under Registration Act, 1908 within four months from the date of execution thereof.

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of Act or the Rules made thereunder.

1. DEFINITIONS :

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

- i) **“the said project”**: means the scheme of construction of residential, units named and to be known as **“Neco SkyPark”** being carried out by the Promoter on the project land consisting of a multi-storeyed building having six wings A, B, C, D, E & F, the units wherein the Promoter has agreed to sell or which the Promoter would be selling on ownership basis to the respective Allottee

or which would be given by the Promoter on license/lease/rent to respective licensee or the tenant. The said Project also includes the common areas amenities and facilities provided for the said Project and also the Common areas amenities and facilities provided for a particular wing / phase out of the said Project.

- ii) **“The Layout Land”**: means the total land admeasuring about 13695.24 Sq. Mtrs., situated at Village Pimple Nilakh, Taluka Haveli, **District** Pune as described and identified in the **Schedule I** written hereunder, including all the land Nos. 1 to 11 for the construction of residential units, as well as commercial premises, land under the internal roads, the open space as per the layout.
- iii) **“The Project Land”**: means the land admeasuring about 12618.84 Sq. Mtrs., **situated** at Village Pimple Nilakh, Taluka Haveli, **District** Pune as described and identified in the **Schedule II** written hereunder, consisting of Plot A, A1 and open space.
- iv) **“The Layout”**: means the map for amalgamation of various pieces of lands forming part of the layout land showing/carving out the land for construction of residential units, open space, internal roads, duly sanctioned by the competent authorities and all the revisions thereof done by the Promoter as per the schematic planning, by obtaining proper approvals of the competent authorities with or without amalgamating additional land/s therein.
- v) **“The Building Plan”**: means the plan of building duly sanctioned by Pimpri Chinchwad Municipal Corporation (PCMC) or relevant competent authorities consisting of said unit.
- vi) **“The Unit”**: means a separate and self-contained residential premises/tenement / flat in the said project of various sizes/areas/designs constructed as per the sanctioned building plans on the project land, being transferable and heritable property.
- vii) **“The Total FSI/FAR”**: The total FSI/FAR means the total permissible Floor Space or Area in respect of the project land.
- viii) **“The ‘Carpet area’**: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Such carpet area is calculated on bare shell basis, prior to application of any finishes/finishing material.
- ix) **“The Total area”**: means the total of carpet area of the unit plus the area of exclusive terrace plus area of exclusive balcony plus area of Architectural projection.
- x) **‘the said phase’** : means the real estate project registered by the Promoter with Maharashtra Real Estate Regulatory Authority for the construction of ‘E’ & ‘F’ Wing of the said building and for the sale of the units therein.
- xi) **“Common areas, amenities and facilities of the said project”**: means all such areas amenities, facilities of the said project provided by the Promoter

for the common use and enjoyment of all the residents of units in the said project, which are listed out and described in the **Schedule- V** written hereunder, which exclude the Common areas, amenities and facilities of the said building. Such areas, amenities, facilities of the said project shall be the internal development works as provided under the said Act.

- xii) **“Common areas, amenities and facilities of the said phase”**: means all such common areas such as staircase, lifts, lift space, lobby, passage, amenities, facilities provided by the Promoter within the said phase for the restricted usage and enjoyment of residents/occupants of a said building, which are listed out and described in the **Schedule VI** written hereunder.
- xiii) **“Independent areas and facilities”**: means the areas and facilities for which the exclusive right to use and occupy is granted by Promoter for a particular unit, if any, to the exclusion of the Allottees/occupants of the other units in the said project and described in the **Schedule-IV** written hereunder;
- xiv) **“Specific Consent”**: means the consent specifically granted by the Allottee for the revisions of the layout in respect of layout land as well as for the revisions/modifications of building plans specifically informed and disclosed by the Promoter to the Allottee , which do not adversely affect the said unit.
- xv) **“The said society”**: means the co-operative housing society already formed and registered by the Promoter for the said project, named as ‘Neco SkyPark Co-operative Housing Society Ltd.’ bearing registration no. PNA/PNA(3)/HSG/(TC)16433/Yr 2015 dated 30/01/2015, in which the said unit agreed to be purchased by the Allottee is situated or to be situated.
- xvi) **‘Conveyance in favour of the said society’**: means the instrument for sale, transfer, conveyance of the entire undivided or inseparable Project land underneath the said building having six wings along with structures of basement and stilt floor for parking with the other structures for parking lots, if any constructed on the Project Land along with all the common areas, amenities and facilities of the said project and the said phase in favour of the said society.
- xvii) **‘Prescribed interest rate’**: means rate of interest equal to the State Bank of India highest Marginal Cost of Lending Rate plus two percent and if the same is not available, then such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public, as provided in Rule 18 of the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.

The parties hereby agree and confirm that all the definitions as stated above shall form integral part of this agreement.

2. **PROMOTER TO DEVELOP AND CONSTRUCT THE SAID PROJECT, SAID PHASE AND THE SAID BUILDING:**

- 2.1 The Promoter herein has obtained the necessary permissions and sanctions from the local authority and/or competent authorities in respect of Layout Land described in **Schedule-I** written hereunder and for the commencement of the said Project on the Project land, described in the **Schedule-II** written

hereunder, and shall further obtain all the necessary permissions and sanctions from the concerned authorities for carrying out and completing the said Project as per the policies and schematic planning of the Promoter for the said project and accordingly shall carryout and complete the said project by abiding and observing all the terms and conditions of all such permissions and sanctions.

- 2.2 The Promoter has obtained sanctioned plan in respect of the said phase to be constructed on the Project Land, consisting of the said Unit agreed to be purchased by the Allottee and the Promoter has commenced the construction of the said phase. The Promoter shall carryout and complete the construction of the said phase having basement plus stilt plus 11 (Eleven) upper floors, in accordance with the plans designs, specifications approved or which may be revised by the Promoter with the approval of the concerned authority/authorities and which have been seen and approved by the Allottee.

3. AGREEMENT AND CONSIDERATION:

- 3.1 The Allottee agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee, the said unit **i.e. the unit No. _____** in the wing _____ of the said phase, which unit is more particularly described in the **Schedule- III** hereunder written and more particularly shown in the floor plan annexed herewith and marked as **Annexure 'B-1'**, for the total consideration of Rs. _____ (Rupees _____ only), subject to the terms and conditions stated herein.
- 3.2 The specifications of the said unit and the fixtures, fittings to be provided by the Promoter for the said unit are described in the **Annexure 'H'**, annexed herewith. The Allottee has seen and approved the floor plan of the said unit and the Allottee shall not be entitled to ask or demand for any change, alteration or revision in the floor plan of the said unit. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee.
- 3.3 The Promoter and the Allottee mutually agree that the total consideration of the said unit shall not be affected if the actual carpet area of the said unit is found out to be less or more upto the 3% of the carpet area of the said unit as stated in this agreement. However, if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in carpet area on pro rata basis based on the consideration amount.
- 3.4 The Purchase Price is escalation-free, save and except __, increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the Competent Authority etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

- 3.5 The Promoter and the Allottee agree and confirm that the total consideration is arrived after accounting for all negotiations/ discounts and passing down of benefits arising due to GST. Further, the Promoter shall not charge or demand any separate amount or consideration from the Allottee on account of the following:-
- i) The cost of FSI / FAR utilized for the said unit out of the total FAR / FSI of the said phase.
 - ii) The proportionate cost for providing the common areas, amenities and facilities for the said phase.
 - iii) The proportionate cost for providing the common areas, amenities and facilities for the said project.
 - iv) Proportionate Cost of External Development works attributable for the said project.
 - v) Legal charges of preparation of this Agreement, excluding stamp duty and registration fees.
 - vi) Charges and deposit for electricity connection and electricity meter for the said unit.
- 3.6 It is hereby confirmed and understood by the parties that furniture lay-out, electrical fixtures, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample units, website & other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.

4. FACILITY OF CAR PARKING LOT:

- 4.1 The Promoter has made explicitly clear to the Allottee that for providing ample and sufficient parking lots to the Allottees of Units in the said project, the Promoter has after consulting the Architect, planned and provided for various covered parking lots in the basements and stilt, floor of the buildings out of the said project and has also provided open parking lots in the surrounding areas of the buildings without affecting the internal traffic movements on the internal roads and passages in the said project. The Promoter has also made clear to the Allottee that the Promoter will be granting the exclusive right to use and occupy covered parking lots to the respective Allottees, without charging any consideration for the same. However, the grant of exclusive right to use and occupy the covered parking lot/s, shall be treated and considered as additional facility provided for the concerned unit. It is further made clear by the Promoter to the Allottee that while executing the Conveyance in favour of the said society, the area under such parking lots, along with the structure of the basement, and stilt, floors of the buildings out of the said project with the other structures for parking lots, if any, will also be conveyed being the part of the common areas, amenities and facilities of the said project, subject to the exclusive rights to use and occupy the parking lots granted by the Promoter to the respective Allottees. For the sake of clarity regarding the grant of exclusive rights to use and occupy the parking lots to the respective Allottees, such parking lot/s will be more particularly shown in the **Annexure 'B2'** of this Agreement.
- 4.2 However, at the time of execution of the sale agreement in respect of the unit, if any Allottee specifically requests the Promoter that he does not require a parking lot, then he or his legal heirs or his subsequent transferees/

assignees shall not be entitled to claim any allotment of parking lot from the Promoter. It is assumed that such Allottees have willingly released, relinquished their rights / benefits / interest in the parking lots to the Promoter and in the agreement of such Allottee, in **Schedule-IV**, the parking lot will be shown as 'Nil' as requested by such Allottee.

5. PAYMENT OF CONSIDERATION

- 5.1 The Allottee has agreed to pay the total agreed consideration for the said unit to the Promoter in a manner as described in **Schedule- VII**.
- 5.2 The Allottee has on or before the execution of this Agreement, paid to the Promoter a sum of Rs. _____ (Rupees _____ only) being part payment towards the total agreed consideration for the said unit as described in **Schedule- VIII**.
- 5.3 **The Allottee of Wing F** shall pay the amounts of balance consideration to the Promoter from time to time by duly drawn cheques/ pay orders / demand drafts in the name of the Promoter or by electronic transfer/RTGS / wire transfers in the Current account of the Promoter in "**TIRTH HOME DEVELOPERS COLLECTION A/C**" in **KOTAK MAHINDRA BANK** , Swargate Pune Branch, having A/c No: 9913918921 & IFSC Code: KKBK0001771.
- 5.4 **The Allottee of Wing E** shall pay the amounts of balance consideration to the Promoter from time to time by duly drawn cheques/ pay orders / demand drafts in the name of the Promoter or by electronic transfer/RTGS / wire transfers in the Current account of the Promoter in Either **ANDHRA BANK LTD OR ICICI BANK LTD OR STATE BANK OF INDIA** payable at Pune, or at any other Account as may be intimated by the Promoter to the Allottee. The Promoter will issue an acknowledgement receipt to the Allottee upon receiving payments from the Allottee as stated above, subject to realization of the concerned amounts in its said bank account.
- 5.5 The timely payment of the consideration amounts and any other amounts due and payable as stated in this agreement shall be the essential and important condition of this Agreement.
- 5.6 The Allottee is aware that as per the provisions of the Section 194-IA of the Income Tax Act, he may be liable to deduct tax at Source (TDS), if applicable he shall pay such amount of TDS and the Promoter shall acknowledge receipt of amount equivalent to such amount of TDS, only upon the Allottee submitting the certificate for the required amount of TDS and upon the verification to the effect that the amount mentioned in the TDS certificate is matching with the amount credited in the name of the Promoter, appearing on the website of the Income Tax Department.

6. ALLOTTEE'S OBLIGATION TO PAY ADDITIONAL AMOUNTS:

6.1 TAXES AND CESSSES IMPOSED BY LOCAL AUTHORITY:

All direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of

the said unit and/or this agreement shall be borne and paid exclusively by the Allottee.

6.2 TAXES AND CESSSES SUCH AS VAT, SERVICE TAX, GST IMPOSED BY GOVERNMENT :

The Value Added Tax (VAT), Service Tax and / or GST payable to Government in respect of this agreement shall be separately paid by the Allottee to the Promoter. The Allottee hereby further agrees that in the event of any other taxes to the State and/or Central Govt. or increase in service tax or value added tax (VAT) or GST or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession of the said unit the same shall be paid/reimbursed by unit Allottee to the Promoter, as and when charged and demanded by the Promoter. If Allottee fails to pay the amount within fifteen days from demand, then unit Allottee shall be liable to pay interest /penalty / fine, which will be levied by the concerned authorities from time to time. The Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified there from.

6.3 STAMP DUTY AND REGISTRATION FEES:

At the time of execution and registration of this agreement for sale, the Allottee shall pay to the Promoter, the stamp duty and registration charges applicable and payable. It is and shall be the sole responsibility of the Allottee alone to pay the requisite amount of stamp duty and registration fees for the said unit. If the Allottee is entitled to exemption or concession for payment of stamp duty, he shall independently approach the stamp authority and shall claim the same and Promoter shall co-operate with the Allottee in that behalf. The Allottee shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the other parties hereto shall attend such office and admit execution thereof.

All the expenses relating to conveyance, such as stamp duty, registration fees and other incidental expenses shall be borne and paid exclusively by the concerned Allottees of units covered in the conveyance.

6.4 The timely payment of the aforesaid additional amounts shall also be the essential and important condition of this Agreement.

7. TERMINATION BY THE PROMOTER:

7.1 On the Allottee committing default in payment on the due date (Allottee not making payment of the any amount due and payable as per terms of this agreement to the Promoter) or any other amount/s due and payable under this agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

- 7.2 Provided always, the power of termination under this agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 (fifteen) days' prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, default shall have been made by the Allottee by neglecting to rectify the breach or breaches within the notice period (15 days) after giving of such notice. The agreement shall stand terminated if the Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will not be necessary. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Unit and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Unit and/or car parks in the manner it deems fit and proper. on the termination and cancellation of this Agreement in the manner as stated in this sub-clause:
- (i) Promoter shall be entitled to forfeit 10% of the consideration amount as and by way of agreed genuine pre-estimate of liquidated damages along with the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Unit up to the date of termination of this Agreement and brokerage, if any paid by the Promoter while booking the said Unit in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the date of demand. If the Allottee herein has obtained any housing loan on the Said unit then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.
 - (ii) The Promoter shall refund to the Allottee above referred amount after deduction without any interest, compensation and damages within 30 days from the date on which the said Unit is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee. The Allottee shall have no lien, charge or any other right in and upon the said premises on termination.
- 7.3 The Allottee herein irrevocably nominate, constitute and appoint Mr. Suresh Jayantilal Ajmera and Mr. Dhanesh Suresh Ajmera, jointly or severally, who are the partners of the Promoter, as the constituted attorney to execute and register the Deed of Cancellation or any other document as may be required to cancel this transaction in law if required and on termination of this agreement as aforesaid and who is entitled to do the same on agreeing to refund of amount by cheque/demand draft as aforesaid. By executing these presents, the Allottee and his heirs, executors and administrators agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of constituted attorney as aforesaid by the Allottee, for the aforesaid purpose, the additional stamp of rupees five hundred is paid herewith by the Allottee for this instrument under the Bombay Stamp Act, 1958 for cancellation of this agreement. It is clearly agreed and understood between the parties herein that the deed of

cancellation shall only be executed if the Allottee fails and /or neglects to execute cancellation deed of this agreement.

- 7.4 The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with simple interest calculated at the rate equal to the Prescribed Interest Rate. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default.

8. TERMINATION BY THE ALLOTTEE :

If the Promoter fails to abide by the time schedule for handing over the said Unit to the Allottee as per terms of this Agreement (save and except for the reasons as stated hereinabove) then the Allottee shall be entitled to either of the following:

- 8.1 Request the Promoter in writing at the address provided by the Promoter, to pay Simple Interest calculated at the rate equal to the Prescribed Interest Rate on the amounts paid by the Allottee for every month of delay till the handing over of the possession of the said Unit to the Allottee
- 8.2 The Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter. Upon completion of 15 days from receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled. Allottee shall execute deed of cancellation in favour of Promoter and The Promoter shall endeavour to refund the amounts received from the Allottee .Upon execution of cancellation deed the Promoter shall be liable to refund all the amounts till then received by the Promoter out of agreed consideration for the Said Unit , (save and except amounts collected for the purpose of making payments towards Govt taxes, duties and fees) to the Allottee without any interest, compensation and damages within 30 days from the date on which the said Unit is sold by the Promoter to any new Allottee by executing Sale Agreement in favour of such new Allottee.
- 8.3 The Allottee hereby acknowledges and agrees that he shall choose either of the aforesaid remedies and not both. The Allottee shall be entitled to terminate this Agreement only if the Promoter fails to deliver the possession of the said unit as per the terms of this Agreement.

9. RESPONSIBILITIES OF THE PROMOTER:

- 9.1 The Promoter shall observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned authorities and/or the local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the unit to the Allottee, obtain from the concerned local authority or authorised person, the occupation and/or completion certificates in respect of the same.
- 9.2 In case any structural defect or any other defect in workmanship, quality or provision of services in the said unit or the said phase is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession of the said unit as provided in this Agreement, it shall be the duty of the Promoter to rectify such defects without further charge and in the event of Promoter's failure to rectify such defects, the Allottee shall

be entitled to receive appropriate compensation in the manner as provided under the said Act.

- 9.3 Provided that the defects which may be brought to the notice of the Promoter by the Allottee, should not have arisen due to incorrect or negligent usage, by the Allottee and/or his family members, servants, occupants, licensees in the said unit or the other residents, occupants, servants, visitors in the other units in the said phase or the said project. The Promoter shall not be responsible for such defects.
- 9.4 The word defect herein above stated shall mean only the manufacturing defects caused on account of wilful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, hairline cracks on the walls, negligent use of the said unit or the said phase by the Allottee, diurnal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc.
- 9.5 Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.
- 9.6 Provided further that the Allottee shall not carry out alterations of whatsoever nature in the said unit or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoters authorized Agencies, the defect liability automatically shall become void.

10. POSSESSION OF THE SAID UNIT:

Taking into account the planning/ projections of construction activities made beforehand, the Promoter has planned to complete the construction of the said unit on or before **31/12/2020** subject to timely receipt of all payments hereunder from the Allottee. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with prescribed interest from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.. The Promoter shall handover possession of the said unit to the Allottee, on completion of construction of the said phase. The Promoter shall be at liberty and are entitled to complete any portion/floor/wing/part of the building and apply for and obtain Part Completion Certificate thereof. the Promoter shall without any hindrance or objection by the Allottee, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the building & common areas, amenities and facilities and External Development Works even if the same causes any nuisance and annoyance to the Allottee.

- 10.1 The Allottee shall take possession of the said unit within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession on the expiry of 15 days from the date of the said written notice and this date shall be deemed to be the 'Date of Possession' i.e. the date of handing over possession as

contemplated under the said Act and all the obligations of the Promoter and the Allottee related to the said unit shall be deemed to be effective from the date of such Deemed Possession. The Allottee shall alone be responsible/liable in respect any loss or damage that may be caused to the said unit from the expiry of 15 days from the Notice of Possession.

- 10.2 The Promoter shall be entitled to reasonable extension of time for giving possession of the said unit on the aforesaid date, if the construction and completion of said unit or the said phase in which the said unit is to be situate, is delayed on account of:

All force majeure events stipulated in the Act including but not limited to –

- i. non availability of steel, cement, other building materials, water or electric supply or labour;
- ii. war, civil commotion or act of God;
- iii. Changes in any rules, regulations, bye – laws of various statutory bodies and authorities from time to time affecting the development and the project.
- iv. Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee;
- v. Any other circumstances that may be deemed reasonable by the Authority.
- vi. Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the said phase / said unit, road NOC or completion certificate from appropriate authority.
- vii. Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 7 above).
- viii. Any notice, order, rule, notification of the Government and/ or public or Competent authority.
- ix. Any extra / additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee.

11. DISCLOSURES BY THE PROMOTER:

- 11.1 The Promoter hereby discloses that as on date, the sanctioned FAR in respect of the said project land is 14105.08 Sq. Mtrs. and additional proposed FAR is 3889.60 Sq. Mtrs. which may change after the required compliances by the Promoter.
- 11.2 The Promoter has made full and true disclosure to the Allottee of the title of the Project Land as well as regarding the encumbrances, present pending litigations, claims etc. known to the Promoter, through the Title and Search Report of its Advocates and other documents related to the said project. The Promoter has also disclosed to the Allottee nature of its right, title, and interest to construct building and to develop the said Project Land. The Promoter has also given inspection of all the documents, sanctions and permissions of the said project and the said phase as required by law. The Promoter has also obtained the title certificate from its Advocate certifying the title in respect of the Project land, the copy whereof is annexed herewith as **Annexure ‘C’**.

- 11.3 The Promoter has obtained the sanction and permission of the Collector of Pune for the non-agricultural use of the layout land which includes the project land and also for the construction of various buildings / structures out of the said project including the said phase. The copy of the said sanction / permission granted by the Collector of Pune is annexed herewith as **Annexure 'F'**.
- 11.4 The Allottee/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee/s that the Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of the Said Project, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the Project Land and construction thereon in favour of the said Banks.
- 11.5 The title deeds relating to said Project have been/ have to be deposited with the said Bank as security for repayment of loans advanced hereafter by the said Banks to the Promoter under the said line of credit.
- 11.6 The Promoter specifically reserves its right to offer the Project Land / Layout Land along with the construction thereon or any part thereof (save and except the said Unit), as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the instalments of purchase price together with interest and other charges payable thereon.) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Allottee/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.
- 11.7 The Promoter herein may construct buildings, structures on the layout land in future and the Allottee herein has completely understood the vision of the Promoter regarding the said project and considering the same, the Allottee has also understood that the Promoter may be required to revise the layout and building plans of the said project from time to time. However, in any case, the Promoter shall not revise the building plans of the said phase and / or the said unit in such a manner, by which the area, location and design of the said unit will be changed or affected.
- 11.8 The Allottee is well aware of all the facts and the rights and entitlements of the Promoter and also about the litigation and claims, if any, pertaining to the project land and part thereof and with due awareness of the same the Allottee has entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the project land or part thereof or regarding the authority / entitlement of the Promoter to enter into this agreement.

12. COVENANTS AND UNDERTAKINGS BY THE ALLOTTEE:

The Allottee doth hereby covenant with the Promoter for the said unit, said building, said phase and also the said project in which the said unit is situated, as follows:

- 12.1 not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- 12.2 The Allottee shall not change the use of the said Unit from residential to any other use and shall use the parking Lot only for purpose of keeping or parking vehicle and not for any other purpose.
- 12.3 not cause any nuisance or annoyance to the neighbours;
- 12.4 not use the common areas/amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;
- 12.5 Not refuse or neglect to carry out any work directed to be executed in the said phase or in the said Unit after he/she/they had taken possession thereof, by a competent authority.
- 12.6 not encroach upon or make use of any portion of the said phase or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said Unit;
- 12.7 not stock or keep any material, object or any other item in the open space of compound;
- 12.8 not restrain the Promoter or their servants and agents from entering upon the said Unit for inspecting the same at any reasonable hours for carrying out any construction/ repair work on any part of the said phase or the said Unit, including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said phase and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;
- 12.9 To maintain the said unit at Allottees own cost in good tenantable repair and condition from the date of possession or part completion/completion certificate whichever is earlier and shall not do or cause to be done anything in or to the said unit or the said phase or the common areas and facilities of the said phase which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/ alter or make addition in or to the said unit and/ or the said phase or to the common areas and facilities of the said phase.
- 12.10 Not to store in/ outside the said unit / said phase/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure or the said phase or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the said phase including entrances of the said phase and in case any damage is caused to the building in which the said unit is situated or to the said unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- 12.11 To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same condition, state and order in which it was delivered by the Promoter, provided if such repairs are not carried out by the Allottee without the written consent and the supervision of the Promoter, the defect liability shall stand void. Allottee shall not do or cause to be done anything contrary to the rules and regulations and bye laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the concerned authority and/ or other public authority.
- 12.12 Not to demolish or cause to be demolished and not to make any time or cause to be made any addition or alteration of whatsoever nature in or to the said unit or any part thereof, or in or to the said phase in which said unit is situated and not make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenatable repair and condition, and in particular, so as to support shelter and protect other parts of the said phase and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or R.C.C. or other structural members in the said unit without the prior written permission of the Promoter and/ or the said Society as the case may be.
- 12.13 Not to do or to be done any act or thing which may render void or voidable any insurance of the said project land and the said phase or any part thereof or whereby any increase in premium shall become in respect of the insurance.
- 12.14 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 said phase or the said project.
- 12.15 To bear and pay the local taxes, N.A. taxes, water charges, insurance and such other levies, if any, from the date of Completion Certificate in respect of the said unit and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/ or the Government and/ or other public authority on the said unit by the Allottee viz. user for any purposes other than as sanctioned by the local authorities.
- 12.16 The Allottee shall not let, sublet, transfer and assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the said unit until entire amounts payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or no observance of any of the terms and conditions and until the Allottee intimated in writing to the Promoter and obtained written consent thereof.
- 12.17 The Allottee shall not make any change whatsoever which would cause any change to the external façade of the said building including but not limited to making any change or to alter the windows and/or grills provided by the Promoter. The Allottee shall not close their balconies / terrace with Aluminium sliding windows and/ or mild steel grills at any point of time. In case the Allottee carries out any work of enclosing the balconies / terrace in any manner whatsoever including putting an awning, then the

Promoter and/or the said society as the case may be, shall have an absolute right to remove the same at the costs, expenses, risks and responsibility of the Allottee. The Allottee shall not be entitled to put up outdoor air conditioning machines/units other than the pre-determined places for said unit

- 12.18 The Allottee shall not put for drying, or otherwise, clothes, or keeping flower pots, etc. on the balcony parapets, windows sills or extended grills and such other openings as to give unpleasant sight from outside and/ or to damage/ spoil wall paint.
- 12.19 The Allottee/s shall observe and perform all the rules and regulations which the said 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 building/s and the said unit and units 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said unit and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this Agreement.
- 12.20 Till final conveyance of the structure of the said building in favour of said Society is executed and registered, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said unit and the said building or any part thereof to view and examine the state and conditions thereof.
- 12.21 Not to obstruct the development work of the said phase or the other buildings that are to be constructed by the promoter on the said project Land for any reasons and in any way until final conveyance in favour of said society is executed by the Promoter.
- 12.22 The Allottee shall use the parking lot/s only for the purpose for keeping or parking the Allottees own two or four wheeler light motor vehicle. The Allottee shall not be entitled to park heavy vehicles such as trucks, bull dozers, buses, tractors, etc. inside the said project or on the parking lot/s and further that the Allottee shall not be entitled to park any two or four wheeler vehicles in the parking lot other than what has been allotted to him/her/them by the Promoter / Said society.
- 12.23 The Allottee shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society and shall pay to the said Society regularly and punctually, the maintenance charges and also any other charges / contributions et cetera as stated and provided herein relating to the covenants of the Allottee about the maintenance charges or determined by the said Society from time to time. In case of default in such payment on part of the Allottee, the said Society shall be entitled to take necessary action on the Allottee as per law and as per the bye-laws of the said Society and further charge interest on delayed payment.
- 12.24 The amounts of Maintenance deposits and outgoings payable by different Allottees have been fixed provisionally by the said society and the

Unit Allottee/s shall be bound by the same. The Society may revise and re-fix the amounts payable for the said Unit.

- 12.25 The Allottee shall become a member of said Society as per terms of this agreement , and execute any necessary documents and papers in relation to the same;
- 12.26 The Allottee hereby undertakes, that upon obtaining occupation/completion certificate in respect of the said unit, the Allottee in his individual capacity and as the member of the said society shall ensure “maintenance of all Pollution Control Equipment’s” and functioning of Environment Monitoring Cell as per the prescribed guidelines of Environment Department, Government of Maharashtra.

13. SPECIFIC CONSENT AND AUTHORIZATION BY THE ALLOTTEE :

- 13.1 The Allottee agrees not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction activities of the Promoter on the layout land in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the said phase/the layout, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.
- 13.2 The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the layout land for the construction of any building or phase or part thereof in the said project. The Allottee hereby gives his specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the layout land for carrying out any permissible construction in the said project.
- 13.3 If any portion of the project land adjoining the existing road is required for the purpose of road widening or D.P. Road then the concerned authorities may pay the compensation in the form of additional FSI / TDR for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI / TDR on the layout land or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building in the said layout. The Allottee has hereby given his irrevocable consent for the same and for the revision of the layout and the building plans of the said project. The Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI to any intending Allottee of its choice for consideration, without payment of any premium or transfer fees to the concerned Society.
- 13.4 The Promoter shall have the right to amend and/or modify the said plans for smooth and better development and construction of the said Project without any reference to the Allottee. The Allottee has hereby given his irrevocable consent to the Promoter herein to carry out such revisions, alterations, modifications in the sanctioned plan/s of the said phase, entire layout of the said project, other building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and

alterations which are necessary for Promoter or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, or Government or any officer of any local authority. However, the Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said unit hereby agreed to be sold.

- 13.5 The Allottee hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottee to execute any document, letter etc. thereby permitting the Promoter to add /amalgamate the additional lands in the layout land, to utilize balance or additional FSI in respect of the layout land and for the said purpose to revise the layout and building plans of the said project or any building or phase thereof from time to time, to avail of any benefits, to obtain FSI for D.P. roads/ reservations , to give consent for mortgage of the project land or part/s thereof by the Promoter, , and generally to do all acts, deeds and things by signature or otherwise for carrying out the said project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter regarding the said project.
- 13.6 The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the layout land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs and affecting their interest. It is made clear that no other specific permission/authority is required from the said Allottee/ said society for this purpose.
- 13.7 The Allottee hereby irrevocably authorizes the Promoter to represent him, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee by signature or otherwise, to do all the necessary things/acts in all the departments of the local/competent authority, Pimpri Chinchwad Municipal Corporation, Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSSED Co. Ltd., etc. and the same shall stand ratified and confirmed by the Allottee herein.
- 13.8 The Promoter shall be entitled to put up telecommunication antennas, dish antennas, hoarding on the top terrace of the said building or in the Common areas, amenities and facilities at their discretion and commercially exploit the same to their sole benefit. The Allottee covenant that he shall confirm the same and declare that he shall not raise any dispute regarding the same. The Allottee consent that the Promoter shall retain with itself all the hoarding rights to display hoarding on the top terrace of the said building and in the Common areas, amenities and facilities and in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee, the Allottee shall not be entitled to the benefit of such rights.

- 13.9 The Promoter shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

14. MAINTENANCE CHARGES :

- 14.1 Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession, the Allottee shall make payment _____ of Rs. _____/- (Rupees _____ only) towards non-interest bearing maintenance deposit /corpus before taking possession of the said unit to the said society.
- 14.2 Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession or the Allottee receiving possession of the said unit from the Promoter whichever is earlier, the Allottee shall be liable to pay **Rs 4/- per Sq. Ft.** of the total area of the said unit per month being the maintenance charges to the said society.
- 14.3 In case the actual expenditure exceeds the estimate, the said Society shall be entitled to demand for additional amount towards the maintenance contribution from the Allottee. In the event Allottee fails and/ or neglects to pay the maintenance charges the Allottee shall be liable to pay interest @ 18% per annum on the unpaid amount and the said society shall be entitled to recover the said amount from the Allottee. It is specifically agreed by the Allottee that the said society shall be entitled to use /withdraw the amount from the maintenance deposit /corpus in case there is shortfall in the monthly maintenance charges payable by the Allottee. It is specifically agreed by Allottee that he in his individual capacity or as member of said Society agrees that such monthly maintenance contribution is payable by him and all other Allottees towards their respective units save and except by promoter for his unsold units.
- 14.4 That the aforesaid maintenance charges are towards the expenses of maintenance of (i) the common areas amenities and facilities of the said project; (ii) Common areas, amenities and facilities of the said phase; (iii) salaries of human resource, where as other common expenses like land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the Project Land and said phase to concerned Local Authority / government – semi government authorities and/or any other authority et cetera as the case may be and all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings et cetera will be paid separately by Allottee to said society .

15. OPERATING AND MAINTAINING EQUIPMENTS & FACILITIES :

The Allottee shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photo-

voltaic lights/panels, ventilation devices, fire fighting system /equipment /alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Allottee hereby gives his/her/their consent and no objection to the Promoter and/or the said society or the maintenance agency, if any, to operate, upgrade, maintain and run the above mentioned equipments, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee agrees to contribute to costs involved in these processes on prorata basis or as decided by the said society. The Allottee will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of Allottee or the said society, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipments/devices and processes.

16. COVENANTS FOR TRANSFER/SALE OF THE SAID UNIT BY THE ALLOTTEE :

16.1 The Allottee shall be entitled to sell the said unit to any person of his choice, during construction stage of the said unit and the Promoter on prior written request in prescribed form, will issue in his favour necessary No Objection Certificate to that effect and shall also co-operate with the Allottee in that regard, provided, (i) the Allottee makes timely payment of the consideration amount and pays entire consideration amount to the Promoter before selling the said unit; (ii) the subsequent Allottee of the said unit absolutely consents to abide by all the terms and conditions of this Agreement.

16.2 If the Allottee after formation of the said Society but before execution and registration of the conveyance intends to assign his rights in respect of the said unit, he shall take No Objection from the said Society and the Promoter.

16.3 If the Allottee after the execution and registration of the conveyance in favour of the said Society intends to assign his rights in respect of the said unit, he shall take No Objection only of the said Society by complying with necessary legal formalities.

16.4 If the Allottee assigns, transfers his rights in respect of the said unit to any transferee /assignee then, the terms, conditions, covenants, specific consents, authorizations of this Agreement shall be ipso facto binding on his transferee / assignee. The Allottee shall ensure a clause to this effect in the Agreements/ Deeds / Documents for transfer / assignment, which will be executed by him in favour of the Transferee/ Assignee.

17. RIGHTS OF THE PROMOTER :

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

- i) In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Building , gas bank machinery, plants, buildings, et cetera, the Promoter shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoter deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations.

- ii) The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said project land and/or under this agreement or in the said phase being constructed on the Project Land, Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said unit.

18. CONVEYANCES IN FAVOUR OF SAID SOCIETY :

18.1 The Promoter shall execute and register Conveyance in favour of said Society within a period of three months from the date of issuance of occupation/completion certificate of said phase or by 31/12/2027, whichever is earlier subject to the Promoter receiving all the entire agreed consideration and other amounts from all the Allottees of the units in the said project.

18.2 All the proportionate expenses and charges such as stamp duty, registration fees, legal fees and other incidental expenses and charges, if any, relating to the deed of conveyance in favour of the said society as provided above shall be borne and paid by the Allottee.

18.3 Upon Conveyance in favour of the said society, Promoter shall handover Un-allotted covered Car Parking Spaces in the said Project, if any, to said society, whereas till such time the same shall continue to remain the property of the Promoters and shall remain in possession of the Promoters. It shall be upon the Promoters' discretion till such time to allot/use these un-allotted spaces continues to remain with the Promoter.

19. REGARDING CONVENIENCE SHOPPING :

The Promoter has disclosed the Allottee that the Convenience Shopping already constructed as per the sanctioned layout and building plans of the said project, will not be a part of the said society and the project land to be conveyed to the said society shall be subject to the exclusive rights allotted/ granted by the Promoter to the purchasers / owners of the Convenience Shopping to use and occupy the land adm. 215.35 Sq. Mtrs. surrounding the Convenience Shopping, which is situated in the South-East corner of the project land. The said society or its members including the Allottee herein shall not obstruct the owners of Convenience Shopping from using and occupying such land surrounding the Convenience Shopping. The structure of Convenience Shopping will never be conveyed to the said society and the same shall be owned, used and occupied by the purchasers / owners thereof as an independent premises / property along with the exclusive rights to use and occupy the surrounding land adm. 215.35 Sq. Mtrs.

20. NO GRANT TILL CONVEYANCE :

Nothing contained in this agreement is intended to be nor shall the same be construed as a grant, demise or assignment in law of the said unit or project land or the said phase or part thereof. The Allottee shall have no claim, save and except in respect of the said unit hereby agreed to be sold to him. It is agreed by the Allottee that all the common amenities, areas and facilities of the said project including the project land and the Common areas amenities and facilities of the said phase including the Project Land shall remain the property of the Promoter, until the

same are transferred/conveyed to the said society and as provided in this agreement.

21. INSURANCE BY THE PROMOTER

The Promoter is required under the Act to have the title of the land and building of Real Estate Project insured by an insurance company. The Allottee is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoter shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law. Whereas Promoter has insured/ will be insuring construction of the said phase and copy of such insurance will be available with Promoter's office for inspection by the Allottee.

22. FORBEARANCE BY PROMOTER NOT TO BE CONSTRUED AS WAIVER:

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/said society by the Promoter shall not be construed as the 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 Allottee nor shall the same in any manner prejudice the rights of the Promoter.

23. NOTICES:

All notices to be served on the Allottee as contemplated by this agreement shall deemed to have been duly served if sent to the Allottee by Courier/ Registered Post/ email at his address specified in the title of this agreement or at the address intimated in writing by the Allottee after execution of this agreement or by electronic mail at the email address of the Allottee.

24. BINDING EFFECT :

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

25. ENTIRE AGREEMENT :

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

26. RIGHT TO AMEND :

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

27. SEVERABILITY :

The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

28. FURTHER ASSURANCES :

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

29. PLACE OF EXECUTION :

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

30. JOINT PURCHASERS :

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

31. JURISDICTION IN CASE OF ANY DISPUTE:

31.1 In the event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the

subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the “Notice of Dispute”). The authorized representatives of the parties shall co-operate and negotiate in good faith, and attempt to amicably resolve the dispute.

31.2 This Agreement shall always be governed and interpreted by and construed in accordance with the laws of India. The Courts at Pune alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

32. DECLARATION BY PARTIES :

The parties hereto have carefully read and understood all the contents of this Agreement with all the Schedules and Annexure hereof alongwith all other relevant information furnished by the Promoter and also got the same understood in their vernacular language, obtained independent legal opinion and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

Schedule - I
{Description of ‘the layout land’}

All that piece and parcel of land, **adm. 13,695.24 Sq. Mtrs.** consisting of in all 11 lands, situated at **Village Pimple Nilakh**, Taluka Haveli, District Pune, within the limits of Pimpri Chinchwad Municipal Corporation, in the registration District Pune, Sub District Taluka Haveli, as follows :

Land No.	Survey No.	Hissa No.	City Survey No.	Total area (In Sq. Mtrs.)	Subject area (In Sq. Mtrs.)
1.	20	10/1	769 (part), 770(part) and 891(part)	9000	3099
2.	20	11/1	767(part), 768 (Part) , 769(part) and 770(part)	15800	4882.01 (4934-51.99)
3.	20	12/1/1	766(part) and 767(part)	3609	667.5
4.	20	12/1/1	766 (part) and 767(part)	3609	605.5
5.	20	12/1/2	766(part) and 767(part)	3609	1335
6.	20	10/1	769 (part), 770(part) and 891(part)	9000	211.78
7.	20	12/1/1	766(part) and 767(part)	3609	229.88
8.	20	12/1/2	766(part) and 767(part)	3609	167.88
9.	20	8/1	891 and 892	4900	1300.32
10.	20	9A/1	891 and 892	1800	300.83
11.	20	9C	891 and 892	3200	895.54
TOTAL					13695.24

The aforesaid layout land adm. 13695.24 Sq. Mtrs. being the amalgamated land under the layout sanctioned by Pimpri Chinchwad Municipal Corporation is bounded as follows:

On or towards the East : By land bearing Survey No.20/13/1(Part)
On or towards the South : By 24 meter wide DP road
On or towards the West : By 9 meter wide road out of Survey No. 20/8/1,
20/9A/1 & 20/9C
On or towards the North : By 12 meter wide DP road & land bearing Survey
No. 20/11/1 (part)

Schedule - II

{Description of ‘the project land’} 12,618.84 Sq. Mtrs.

All that piece and parcel of land adm. 12618.84 Sq. Mtrs. (consisting of Plot A1 adm. 10911.90 Sq. Mtrs. + Plot A adm. 337.42 Sq. Mtrs. + Open space adm. 1369.52 Sq. Mtrs.) out of the layout land more particularly described in the Schedule I written hereinabove on which the Promoter is carrying out the scheme of construction consisting of flats of various sizes / areas, named and known as ‘Neco SkyPark’, which is bounded as follows:

On or towards the East : By land bearing Survey No.20/13/1(Part)
On or towards the South : By 24 meter wide DP road
On or towards the West : By 9 meter wide road out of Survey No. 20/8/1,
20/9A/1 & 20/9C
On or towards the North : By Plot No. B, 12 meter wide DP road & land
bearing Survey No. 20/11/1 (part)

The aforesaid project land is subject to the exclusive rights to use and occupy the land adm. 215.35 Sq. Mtrs. surrounding the Convenience Shopping, granted to the purchasers/ owners of Convenience Shopping, situated in the South-East corner of the project land.

Schedule - III

{Description of ‘the said unit’}

A.	Name of the Project	Neco SkyPark
B.	Location	Project Land described in the Schedule-II above, situated at Village Pimple Nilakh, Taluka Haveli, District Pune, within Pimpri Chinchwad Municipal Corporation limits.
C.	Wing	
D.	Unit No.	_____
E.	Floor	_____
F.	Carpet Area of the unit	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
G.	Area of balcony	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
H.	Area of the adjacent terrace	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
I.	Area of Architectural Projection	_____ Sq. Mtrs. i.e. _____ Sq. Ft.
TOTAL AREA		_____ Sq. Mtrs.

The said unit is more particularly shown and delineated on the floor plan annexed hereto as **Annexure ‘B-1’**. The general specifications and amenities thereof are more particularly described in the **Annexure ‘H’**.

Schedule – IV

{Description of independent areas and facilities for the said unit}

Particulars of area/ facility	Location	Identification code
Parking Lot/s		

Schedule - V

{Description of ‘the Common areas, amenities and facilities of the said project’}

Name of the area/ amenity/ facility	Status
Under ground Water Tank	Completed
Common lighting in the common access leading to the Building	Completed
Common access roads	Completed
Transformer & Generator Area & Common Electric connection for the Complex	Completed
Pump Rooms.	Completed
Club House with swimming pool	Completed
Rainwater harvesting facility	Completed
Sewage Treatment Plant	Completed
Society office	Completed
Basket Ball Court	Completed
Football ground	Completed
Children’s park	Completed
Terrace Sky Park	Partly completed but to be fully completed by 31/12/2021
Gas bank	Completed

Schedule – VI

{Description of Common Areas and Facilities of the said phase E and F Wing}

Staircase and Main Passage.
Lift room, Lift wells & Lifts.
Entrance Lobby on the Ground Floor.
Overhead water tanks.
Solar water heating system
Light and electrical fittings in the staircase, entrance Lobby and in the common passage.
Meter room.
Garbage collection chute
Fire fighting system

Schedule – VII
{Description of ‘Payment schedule’}
TOTAL CONSIDERATION AMOUNT AND PAYMENT PLAN

Total price of flat exclusive of all taxes (Rs._____)		
PAYMENT SCHEDULE		RUPEES
On or before execution of agreement	10%	
Within 2 weeks after the execution of Agreement	20%	
On completion of the Plinth of the building	15%	
On Completion of 2 nd Slab above the Plinth	5%	
On Completion of 5 th Slab above the Plinth	5%	
On Completion of 8 th Slab above the Plinth	5%	
On Completion of 10 th Slab above the Plinth	5%	
On Completion of 12 th Slab above the Plinth	5%	
On completion of the walls, internal plaster, floorings of the said Flat	5%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Flat	5%	
On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	5%	
On completion of the lifts, water pumps, electrical fittings, electro-mechanical and environment requirements, entrance lobby	10%	
At the time of handing over of the possession of the Flat to the Allottee on or after receipt of completion certificate, whichever is earlier	5%	
Total price of flat exclusive of all taxes (Rs._____)	100%	
Additional GST (Applicable on invoice value)		

Schedule – VIII

{Description of ‘Amounts paid by the Allottee ’}

Sr. No.	Amount in Rs.	Ch/DD/ Instrument No.	Date	Drawn on
1				
2				
3				

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT

Stamp Duty and Registration Charges	
Legal and Miscellaneous expenses	
Society membership/ entrance fees	Rs. 600/-
TOTAL (RUPEES)	

AMOUNTS PAYABLE BY THE ALLOTTEE TO SOCIETY ON POSSESSION OF THE FLAT

Maintenance Deposit (Rs.)	
Advance Quarterly Maintenance Charges (Rs.)	

ANNEXURES

- A Authenticated copy of layout as approved by Pimpri Chinchwad Municipal Corporation
- B-1 Floor plan of the said unit
- B-2 Parking floor plan showing the covered parking lot/s for the said unit.
- C Title Certificate of Advocate
- D 7/12 extracts of lands included in the layout land 7 Nos.
- E Registration Certificate of Neco SkyPark Co-operative Housing Society Limited.
- F Latest Commencement Certificate obtained from Pimpri Chinchwad Municipal Corporation
- F1 Completion/Occupation Certificate obtained from Pimpri Chinchwad Municipal Corporation For Wing E
- G (G1 to G5) N. A. orders issued by the Collector, Pune (5 Nos.)
- H General Specifications and Amenities of the said unit
- I Authenticated copy of the registration certificate for the said project / phase, granted by the Real Estate Regulatory Authority.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT FOR SALE ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.

Names and Signature	Photo	Thumb Impression
M/S. TIRTH HOME DEVELOPERS through its partner Mr. _____Ajmera THE PROMOTER PARTY OF THE FIRST PART		

1) _____ 2) _____ ALLOTTEE / S PARTY OF THE SECOND PART		
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WITNESSES	
1.Sign : Name : Address :	2.Sign : Name : Address :