

ALLOTMENT LETTER

Date: _____

To,
Mr./Mrs. _____
Address: _____

Email address: _____

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

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

Dear Sir/Madam,

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

PARTICULARS	DETAILS
FLAT/UNIT/APARTMENT NO.	
FLOOR NO.	
CARPET AREA	_____ Square Meter
ENCLOSED BALCONY (IF ANY)	_____ Square Meter
ARCHITECTURAL PROJECTION (IF ANY)	_____ Square Meter
TERRACE (IF ANY)	_____ Square Meter
OPEN BALCONY (IF ANY)	_____ Square Meter
COVERED PARKING SPACE/S (IF ANY)	
NAME OF THE PROJECT	URBAN NEST
ADDRESS OF THE PROJECT	S. No. S. No. 58 Hissa No. 2B, S. No.58 Hissa No.2/1A, S.No.58 Hissa No.2/2A situate at Village Undri, Taluka Haveli, District Pune

After receiving the said Application, we have given you disclosures of various documents/information in respect of the land on which the aforesaid project being /is developed and in respect of the said Apartment, as envisaged under the Real Estate (Regulation and Development) Act 2016. Further, we have handed over floor plan and specification of the said Flat/Unit/Apartment to you.

By this allotment letter we are hereby allotted the said Flat/Unit/Apartment subject to terms and conditions mentioned herein below: -

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

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

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

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

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

i. The amount of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending upon the government policy. You shall pay the applicable Service Tax/GST on each of the

installment payable to us and shall pay the TDS if applicable on your own and provide us the certificate in that regard. All taxes, cess, charges levies under any concerned statute shall be borne by you over and above the Agreement value.

- ii. You shall approach us on mutual fixed date to execute the said Agreement and thereafter within a period of 30 days you shall make yourself available for registration of the said Agreement as and when intimated by us. The Payment of Stamp duty and registration fees in respect of said Flat/Unit/Apartment shall have to be deposited by you within 7 days prior to the execution of the said Agreement.
- iii. It is hereby agreed and confirmed that, no rights of any nature has conferred or intended to be conferred by this Allotment Letter, unless, the agreement is executed between us.
- iv. If you intend to cancel allotment of the said Flat/Unit/Apartment, you shall submit "Application for cancellation of Allotment" in our prescribed format alongwith original copies of receipts issued by us. In case original receipts have been lost by you, you shall submit to us a duly notarized affidavit cum indemnity in our prescribed format at your own cost.
- v. In case of cancellation of allotment of the said Flat/Unit/Apartment to you, either on our part or your part, as mentioned hereinabove, we shall be entitled to deduct the amount of Rs. 1,00,000/- (Rupees One Lakh only) from aforesaid advance payment and refund the balance amount to you, without any interest thereon.
- vi. Once the allotment of the said Flat/Unit/Apartment is cancelled, you shall cease to have any claim over the allotment of said Flat/Unit/Apartment and we shall entitle to dispose off the said Flat/Unit/Apartment in any manner at our discretion.
- vii. If there are more than one Allottee, the cheque of the said amount shall be drawn in favour of person from whose account we have received the same.

Thanking You.
Yours Faithfully,

For VTP MOHITE ASSOCIATES AOP

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

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

Date: _____

Signature of Allottee/s:

1) _____ 2) _____

Name:

1) _____ 2) _____

DRAFT

AGREEMENT

AGREEMENT made and executed at Pune this ____ day of _____, _____.

BETWEEN

V. T. PALRESHA REALTY LLP (LLP PIN: AAA-7817) (PAN: AAJFV4926H),
having address at S. No. 34, VTP House, Near Inorbit Mall, Near Nagar Road,
Pune through its Designated Partner VTP CORPORATION LLP through its
Designated Partner **MR. VILASKUMAR THANMAL PALRESHA**, Age 60
years, Occupation – Business, R/at: One North, Hadapsar, Pune 411028
...hereinafter called as the “**DEVELOPER**”, which expression shall, unless
repugnant to the context or meaning thereof, mean and include its
successors, administrators and assigns, **OF THE FIRST PART.**

AND

1. **MR. GOPICHAND SAKHARAM MOHITE**
(For Self and as Karta of his HUF)
PAN: AANTM7328N
Age-Adult, Occupation-Business,
Residing at –13/147, Netaji Nagar, Wanwadi, Pune-411040.
2. **MR. DHRUVAKANT GOPICHAND MOHITE**
Age-Adult, Occupation-Business,
PAN: ANDPM7875R
3. **MR. DEEPAK DHRUVAKANT MOHITE**
Age-Adult, Occupation-Business
PAN: ARXPM4958L

Party No. 2 and 3 Residing at- H-7, Ankur Park 1, Near Shiv Shankar Hall,
Maharshinagar, Pune- 411 037.

through their Constituted Attorney: **MR. VILASKUMAR THANMAL PALRESHA**, Age 60 years, Occupation – Business, having its R/at: One North, Hadapsar, Pune 411028 hereinafter called “**THE OWNERS**”, which expression shall, unless repugnant to the context or meaning thereof, mean

and include their respective heirs, successors, survivors, executors, administrators and assigns.

The **DEVELOPER** and the **OWNERS** jointly doing the business of development of the said property in joint venture named and known as **VTP MOHITE ASSOCIATES AOP**, An Association of Persons (**PAN NO.: AABAV2960L**) having its Office at S.No.34, VTP House, Near Inorbit Mall, Near Nagar Road, Pune, ...hereinafter *collectively* referred to as the **"PROMOTER"**.

.....**OF THE SECOND PART.**

AND

MR. _____

Age – _____ Years, Occupation – _____

(**PAN NO:** _____)

Residing at: _____.

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

.....**OF THE THIRD PART;**

WHEREAS;

- I. All that piece and parcel of the land bearing S. No. 58 Hissa No. 2B, having area admeasuring 02 Hectares 00 Ares, which is more particularly described in the **SCHEDULE -I** hereunder written, land bearing S. No.58 Hissa No.2/1A having area admeasuring 00 Hectares 86 Ares, and land bearing S.No.58 Hissa No.2/2A having area admeasuring 00 Hectares 67 Ares which are more particularly described in the **SCHEDULE -II** hereunder written, the properties described in the **SCHEDULE - I** and **II** hereunder written, totally admeasuring 35300 sq. Mtrs. Situated at Village Undri, within the

Gram Panchayat limits of Undri, Taluka Panchayat limits of Haveli, within the Sub-Registration District of Taluka Haveli, Zilla Parishad Pune, District Pune, which are hereinafter collectively referred to as the "**SAID PROPERTY**" for the sake of convenience only.

- II. The said property is owned by Mr. Gopichand Sakharam Mohite, Mr. Dhruvakant Gopichand Mohite and Mr. Deepak Dhruvakant Mohite i.e. the said owners herein. The said owners had initiated negotiations with M/s. V.T.Palresha Realty L.L.P. to develop the said property jointly. After due negotiations, the Developer and the Owners herein have decided to develop the said property bearing S. No. 58, Hissa No. 2B, totally admeasuring 2 Hector 00 R., which is more particularly described in the SCHEDULE-I hereunder written, jointly under the name and style as "VTP MOHITE ASSOCIATES" which is hereinafter referred to as "THE AOP/PROMOTER" and accordingly, executed an agreement to that effect on 30/10/2012; The said Single Joint Venture Agreement is duly registered in the Office of Sub-Registrar Haveli No. 13, at Sr. No. 8390. The said owners also executed separate power of attorney dated 30/10/2012 and thereby authorized Mr. Vilas Thanmal Palresha and/or Mr. Bhushan Vilas Palresha partners of M/s. V.T. PALRESHA REALTY L.L.P. to do various acts, deeds and things in respect of property described in SCHEDULE I written hereunder. The said Power of attorney is duly registered in the office of Sub-Registrar, Haveli No. 13, Pune at Sr. No. 8391.
- III. The said owners also executed supplementary Single Joint Venture Agreement dated 23/05/2014 and thereby contributed additional lands owned by them in the said AOP, as additional capital contribution i.e. land bearing S. Nos. 58, Hissa No. 2/1A admeasuring 0 Hector 86 R. and land bearing S. No. 58, Hissa No. 2/2A totally admeasuring 0 Hector 67 R., which are more particularly described in the **SCHEDULE II** hereunder written as per the terms and conditions mentioned therein; the said supplementary agreement is duly registered in the office of the Sub-Registrar Haveli No.22 Pune at Sr. No. 4516. The said owners also executed separate power of attorney dated 23/05/2014 and thereby authorized Mr. Vilas Thanmal Palresha and/or Mrs. Ujwala Vilas Palresha partners of V. T. PALRESHA REALTY L.L.P. to do various acts, deeds and things in

respect of properties mentioned in schedule –II written hereunder. The said Power of attorney is duly registered in the office of Sub-Registrar, Haveli No. 22, Pune at Sr. No. 4517.

- IV. As per the terms of the said AOP agreement, the Owners herein and M/s. V. T. PALRESHA REALTY L.L.P., have decided to develop the Said property jointly, which is described in the **SCHEDULE I and II** hereunder written.
- V. The Developer had applied to the Collector, Pune and have also obtained requisite sanction to use the said property for NA purpose, and the Collector, Pune, has accordingly granted permission to that effect in favour of the said developer by passing order bearing No. PMH/NA/SR/1085/2013 to that effect on 28/05/2015, subject to certain conditions which are mentioned in the said order.
- VI. The Developer herein has decided to construct buildings consisting of tenements on the said property and to sell such tenements to different persons on ownership basis. Accordingly, the said developer as a member of said AOP and as constituted attorney of the said owners had prepared layout of building plans of the various buildings, to be constructed on the said property, and sanction to the same is obtained from Pune Metropolitan Regional Development Authority bearing No. 1784/2015 dated 16/10/2015 and revised bearing No. 557/1617 dated 17/09/2016 which has been further revised bearing No. DP/BHA/MAU. UNDRI/S. NO. 58/2B AND OTHER/PRA. KRA. 2079/16-17 dated 05/06/2017.
- VII. As per sanctioned regional development plan, applicable for the Pune region which is sanctioned on 25/11/1997 and which came into force on 10/02/1998, the Said property is shown within residential zone. As per Government Notification No. TPS/1815/1204/13, Pune Metropolitan Regional Development Authority Pune is established to control all development activities within the specified periphery. As per Development Control Rules, applicable to properties situated within the periphery of Pune Metropolitan Regional Development Authority(hereinafter referred to as “PMRDA”), out of the Said property certain area is required to be kept as amenity space and as per the Development Control Rules applicable to the Said property, the Promoter herein is entitle to transfer the Amenity Space Area to the Development Controlling

Authority, if demanded and against that avail equivalent FSI and utilize the same for construction of the buildings on the remaining portion of the Said property alongwith permissible FSI, paid FSI for the Said property and further permissible TDR for the Said property or develop the same as per norms of the development controlling rules applicable to the Said property as permitted by the Development Controlling Authority.

VIII. Being Developer of the Said property, in light of Development Control Rules applicable to the Said property, the said developer herein intends to develop three ownership schemes on the Said property under name and style "URBAN NEST" "MARKET PLACE" and "TRADE PARK", out of which URBAN NEST is a residential project and MARKET PLACE and TRADE PARK are commercial projects. The said developer on behalf of said owners and on behalf of said AOP herein has got prepared Master Layout Plan, for the Said Property, which Master Layout Plan hereinafter is referred "THE SAID MASTER LAYOUT PLAN". As per Said Master Layout Plan, the Said property is subdivided in Commercial Building -1, Commercial Building -2, area For 6 Residential Buildings, Open Space No. 1, Open Space No. 2, Open Space No. 3, 15% amenity space, area of road widening Space for STP, space for WTP, space for electrical sub-station, entrance gate for residential project Urban Nest, area under Internal Roads and pathway. However, the said amenity space is not part of the said project.

IX. 1) Open Space No. 1 has one (i) Club House, having multi-purpose hall, pantry, gym, changing room, meditation room (ii) swimming pool and (iii) party lawn iv) senior citizen sit out, v) amphitheatre area, for the Purchasers/Allottees of residential units in the Project URBAN NEST (ii) Building/Wing labeled as A1, A2, A3 and B1 having lower parking, upper parking, and 11 above floors, building No. B2 having lower parking, 2 upper parking and 11 above floor, building No. B3 having lower parking, 2 upper parking and 1st floor above known as URBAN NEST (iii) Building/Wing labeled as Commercial building No. 1 having Basement, Ground and 2 above floors known as MARKET PLACE, (iv) Building/Wing labeled as commercial building -2 having 2 basement, ground, mezzanine and above 2 floors known as TRADE PARK and with further / future proposed

expansion of buildings or as may be permitted by the PMRDA from time to time with addition of 10 floors in the Building/Wing No. B3 and addition of floor in the commercial Building No. 1(MARKET PLACE) and addition of 1 floor in the commercial building No. 2 (Trade Park). The Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.

- X. The entire project comprising of area admeasuring 25607.29 Sq. Mtrs. consisting of commercial building -1, Commercial building -2, area for 6 residential buildings, Open Space No. 1, Open Space No. 2, Open Space No. 3, area of road widening Space for STP, space for WTP, space for electrical sub-station, entrance gate for residential project Urban Nest, area under Internal Roads and pathway hereinafter collectively referred to as "THE SAID ENTIRE PROJECT". The Said Entire Project is sub-divided into Three projects being, Project of 6 residential buildings known as URBAN NEST, Project on Commercial building-1 known as MARKET PLACE and Project on Commercial building-2 known as TRADE PARK. The project of 6 residential buildings known as 'URBAN NEST' is hereinafter referred to as "THE SAID PROJECT" and the buildings in Said Project are referred as "THE SAID BUILDINGS". However, the area under Amenity Space/Area is not a part of the said Entire Project. The Promoter herein further has decided to construct the building/wings on the Said Project in phases, in other word some building/wings constructed will be constructed initially and remaining building/wings will be constructed and completed thereafter as per receipt of sanction from the Development Controlling Authority.
- XI. The Promoter herein has entered into standard agreement with Architect, Abhijit Konde architecture, M/s. Cristal Arch registered with the Council of Architect of India having enrollment No.CA/98/23233 and having office at 5, Shilpa Chambers, J.M. Road, 1187/33 Shivajinagar, Pune 411005 for preparation of the layout plan and drawing of the buildings. The Promoter also entered into standard agreement with structural engineer J+W Consultants structural designer company registered under the Companies Act, 1956 and also registered with the Council of Structural Engineers of India, having its office at:- for preparation of structural design and

accepted the professional supervision of such Architect and Structural Engineer till the completion of the Said Project. The Promoter accepted the professional services, consultations, supervision, etc. of the aforesaid Consultants and Professionals till the completion of the Said Project, subject to the Promoter having reserved the right to change aforesaid Architect or Structural Engineer as the case may be before the completion of the Said Project and appoint new Architect or Structural Engineer till the completion of the Said Project if the circumstances may so require.

XII. The Promoter herein being developer of the Said property alone has sole and exclusive right to sell the Units/tenements in the Said Building/wings to be constructed by the Promoter on the Said property and entered into agreement/s with the Allottee / Purchaser of the flats and to receive the consideration in respect thereof. As per Development control rules applicable to the Said Project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the passages, staircases and considering this aspects, the Promoter herein has also sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein has also sole and exclusive right to lease, mortgage, etc. the flats. Since the Promoter has sole and exclusive right to enter into agreement/s with the Allottee / Purchaser, lessee, mortgagee, of the flats etc. and to receive the consideration etc. in respect thereof.

XIII. The Allottee /Purchaser herein has shown willingness to purchase an Unit/Flat in the Said residential Project, called **"URBAN NEST"** and the representative of Promoter has disclosed all the required disclosures, as required under the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "MOFA") and Real Estate (Regulation and Development) Act 2016 and rules made there under. The Promoter has also informed the Allottee/ Purchaser that, the development of the Said Project is in phases.

XIV. The Allottee/Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/ Purchaser of all the documents of the title relating to the Said

Property, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee/Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee/Purchaser to carry out independent search by appointing his/her/their may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosures, documents, etc. and the Said Project as well as units in the Said Project, the Allottee/Purchaser has decided to purchase one Unit/Flat in the Said Project in the Aforesaid project alongwith the appurtenances thereto is more particularly described in the **SCHEDULE-III** written hereunder and hereinafter referred as "**THE SAID UNIT**".

XV. The Purchaser/s has/have demanded and has also taken inspection of the orders and approved plans, commencement certificate issued by the concerned local authority and other relevant documents and papers including interalia the 7/12 Extract, NA Order, Municipal Assessment Bills, Property Register Cards and all other documents required to be furnished to the Purchaser/s by the Developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and Real Estate (Regulation and Development) Act 2016 the Rules made thereunder and further the Developer has given inspection of the Existing Building Approvals to the Purchaser/s and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.

XVI. The said developer on behalf of said owners had applied to the Collector, Pune and have also obtained requisite sanction to use the said property for NA purpose, and the Collector, Pune, has accordingly granted permission to that effect in favour of the said

developer by passing order bearing No. PMH/NA/SR/ 1085/2013 to that effect on 28/05/2015, subject to certain conditions which are mentioned in the said order; While sanctioning the said plan, the concerned Development Controlling Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said property and the Said Buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building/s shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project.

- XVII. The Said property, with Said Master Layout Plan of the Said Project is shown on the plan annexed hereto as **ANNEXURE 1**. The present sanction plan which is for the part of the aforesaid Said Master Layout Plan, is annexed hereto as **ANNEXURE 2**. The Floor Plan of the building in which the Said Unit is situated showing the Said Unit by zebra stripes is annexed hereto as **ANNEXURE 3**. The specifications for the buildings and specifications for the Unit therein is stated, in **ANNEXURE 4** annexed hereto. Common facilities is stated, in **ANNEXURE 5** annexed hereto. Copy of the sanction letter/ commencement certificate bearing No. DP/BHA/MAU. UNDRI/S. NO. 58/2B AND OTHER/PRA. KRA. 2079/16-17 dated 05/06/2017, bearing No. 557/1617 dated 17/09/2016 and bearing No. 1784/2015 dated 16/10/2015 issued by PMRDA is annexed hereto as **ANNEXURE 6, 6A and 7** and the N.A. Order is annexed hereto as **ANNEXURE 8** Copies of 7/12 extracts shown the name of the Promoter herein for the Said property are annexed hereto as **ANNEXURE 9 to 11** Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto, as **ANNEXURE 12**.
- XVIII. The Allottee / Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/is in respect of the other unit/s in the Said Entire Project.
- XIX. The purchaser has applied for unit in the said project for residential Unit being Unit/Flat No. "_____" having carpet area admeasuring _____ **Square Meter**, along with enclosed balcony admeasuring

_____ **Square Meter**, Architectural Projection admeasuring
_____ **Square Meter**, Terrace admeasuring _____ **Square
Meter** and Open Balcony admeasuring _____ **Square Meter**
situated on _____ **Floor** in the building /wing No. “_____”, and
Pro rata share in common areas (Common areas”) as defined under
clause (n) of Section 2 of the Act and further limited common areas
and facilities both of which are more particularly described
SCHEDULE – III mentioned hereunder in the and shown floor plan
annexed hereto as Annexure 3 which is hereinafter referred to as
said UNIT. Relying upon the aforesaid application the promoter has
agreed to allot and sell to the purchaser/s the said unit at the prise
and on the terms, conditions, covenants, stipulations and provisions
hereinafter appearing.

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

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

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

The payment and receipt whereof the Promoter doth hereby admit
and acknowledge and agree/s to pay the Promoters the balance
Consideration of the unit as prescribed in the payment plan as may
be demanded by the Promoter within the time and manner specified
therein.

- XXII. Under section 13 of the said RERA Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser/Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- XXIII. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Unit, and the parties hereto therefore, have executed these Agreement to Sell, to witness the terms and conditions thereof, in compliance of Section No. 4 of the MOFA and section 13 of the Real Estate (Regulation and Development) Act, 2016 and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1) DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN:-

Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under:-

- 1.1 The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the LLP registration certificate and which shows that, the developer is Limited Liability Partnership Firm registered with the Registrar of Companies, Pune.
- 1.2 The said owners herein states that, the Said property is owned and possessed by the said owners free from all encumbrances, charges or claims and name of the said owners is shown in revenue record as the owners and possessor, being class-I occupancy, free from any restriction on alienation. The said purchaser has been got investigated the rights, authority and title of the said owner towards the Said property from Advocate and copy of the certificate title of the Said property is annexed hereto as **Annexure 12**.
- 1.3 The Promoter/AOP herein has disclosed to the Allottee/Purchaser that, the Said property will be developed by constructing various buildings as per Said Master Layout Plan as annexed hereto as Annexure-1 being project called by the name **"URBAN NEST"**.

Further disclosed that, at present the sanction received from the PMRDA for the part of the Said Entire Project as shown on the plan layout as annexed hereto as **Annexure 2**. In light of development of the Said property as shown in Said Master Layout Plan and sanction presently received, for the complete development of the Said property, the Promoter/AOP has to obtain from time to time revised sanction from PMRDA which will change location/shape of open space and the amenity space and further sanction of certain buildings/wings labeled as A1, A2, A3, B1, B2 and B3 as well as upper floors of certain buildings/wings to be obtained from the Development Control Authority. The Promoter at present has received sanction from PMRDA for a part of the Said Entire Project.

- 1.4 The Developer herein informed and Purchaser herein is well aware that, to Said Property is situated within the periphery development control of PMRDA. The basic FSI available in the said area is 1.20(due to road width), the developer is going to utilize 20% paid FSI of net plot area and proposed road FSI for road winding if any. Thus total permitted 3 FSI on the said property which can be availed by payment of premium to the Development Controlling Authority as per D.C. Rules applicable to the Said Property and in addition to that, TDR may be permissible and additional paid FSI may be permissible in future in light of the Development Control Rule applicable for the properties situated within the periphery of PMRDA/PMC which can be utilized for construction of the buildings on the Said Property. The Promoter/AOP herein states that, no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Promoter/AOP shall have the right of pre-emption or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the Said property or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and allowed to use the same on the Said Property by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Property. The Allottee / Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

- 1.5 The Promoter states that, the Promoter has obtained Non Agricultural Permission vide Order bearing No. PMH/NA/SR/1085/2013 to that effect on 28/05/2015, from Collector, Revenue Branch Pune in respect of the Said property for non agricultural use out of the part of the Said property for residential and commercial purpose as per the sanction obtained for the Said property from the PMRDA is annexed hereto as **Annexure 6**.
- 1.6 The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewerage and waste water the Promoter will provide adequate capacity storm water drain discharge in recharge pits and for sewerage, waste water and solid waste the Promoter will install adequate capacity Sewerage Treatment Plant (STP) as per conditions imposed on him by the Environmental Clearance Authority.
- 1.7 The Promoter/AOP herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said property for installation of Electricity Sub-Station and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter/AOP will apply for necessary electricity supply for the Said Entire Project and will pay the necessary charges for the same. On installation of such sub-station necessary cables upto the each building will be laid down for each building and sufficient space will be provided for the energy meter for each unit and separate electrical/energy meter will be provided for each Unit/tenement as per norms of the Maharashtra Electricity Distribution Company Limited. For common area lights and electricity required for common water supply pumps, a separate energy meter will be provided. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Entire Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid disclosure.
- 1.8 The Promoter has made full disclosure to the unit purchaser that the Promoter herein has already allotted exclusive facility of open parking space to the some of the Unit purchasers in the Said Project

as per the provisions of MOFA for booking of the units made before commencement of RERA.

- 1.9 The Promoter/AOP herein state that, for the Said Project, there are common facilities and restricted common facilities and the same is more particularly stated in **Annexure 5** annexed hereto.
- 1.10 The Promoter/AOP herein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each Unit in the building are more particularly stated in **Annexure 4** annexed hereto.
- 1.11 The Promoter herein to disclosed and provided to the Unit Allottee/Purchaser for inspection copies of demarcation plan, master layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction as per master plan is yet to be received and that the Promoter/AOP will obtain the same in due course by utilizing all type of buildable potential of the Said property as per development control rules and regulations applicable for the Said Property from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.
- 1.12 The Promoter herein has disclosed as to the date of delivery of possession of the Said UNIT to the Allottee/Purchaser as stated in Clause No. 10 hereunder written.
- 1.13 The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottee/Purchaser of the units in the Said Project to be constituted and to which title is to be passed as stated herein above.
- 1.14 The Developer has represented to the Purchaser/s that the Developer has created mortgage /charge in respect of the said Property against loans obtained from ICICI Bank and the original title deeds in respect of the said Property are deposited with the said ICICI Bank. The responsibility of repayment of the loan shall solely be on the Developer. The Developer undertakes to keep the Purchaser indemnified from any cost and consequence arising pertaining to the said loan and its repayment. The Developer has further represented to the Purchaser/s that the said lender has accorded its NOC in writing for the Developer to enter into this agreement pertaining to the said Unit in favour of the Purchaser.

- 1.15 The Promoter/AOP herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee / Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said property by appointing his/her/their own advocate. As required by the Allottee / Purchaser the Promoter herein has given all information to the Allottee / Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee / Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said property and further Promoter's rights and authority as to enter into this agreement.
- 1.16 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 25607.29 Sq. Mtrs. only and Promoter has planned to utilize Floor Space Index of 3 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index upto 3 is proposed to be utilized by him on the project land in the said Project subject to sanction of concerned authority and same shall not adversely affect the said unit.

2) **CONSIDERATION OF THE SAID UNIT:-**

- 2.1 Considering the present status of the construction of the building/s at site in which the said Unit is situated and further in light of the Purchaser agreed to pay the consideration, the Promoter has agreed to sell and Purchaser herein has agreed to purchase, all that, residential **Flat/Unit No.** _____ of ____ **BHK** type having carpet area admeasuring _____ **Square Meter**, along with enclosed balcony admeasuring _____ **Square Meter**, Architectural Projection admeasuring _____ **Square Meter**, Terrace admeasuring _____ **Square Meter** and Open Balcony

admeasuring _____ **Square Meter** on _____ **Floor** in the building /wing '_____', (hereinafter referred to as "**THE UNIT**") more particularly described in "**SCHEDULE III**" written hereunder and as shown in the Floor plan thereof hereto annexed and marked **Annexure 3** for the consideration of **Rs. _____/- (Rupees _____ Only)** excluding other charges mentioned herein below. Furthermore, the Promoter has provided exclusive facility to use _____ Covered Parking Space to the Purchaser herein.

2.2 The Purchaser/s hereby agree/s to pay the Promoter Total consideration of **Rs. _____/- (Rupees _____ Only)**. The above consideration is agreed considering the below payment schedule between the parties:-

Sr. No.	Amount	Particular
1	Rs. _____/-	10% at the time of Booking
2	Rs. _____/-	10% within 15 days from the date of registration of these agreement.
3	Rs. _____/-	10% Upon Completion of Plinth.
4	Rs. _____/-	10% Upon Completion of 2 nd Floor Slab
5	Rs. _____/-	10% Upon Completion of 4 th Floor Slab
6	Rs. _____/-	10% Upon Completion of 6 th Floor Slab
7	Rs. _____/-	5% Upon Completion of 8 th Floor Slab
8	Rs. _____/-	5% Upon Completion of Terrace Slab
9	Rs. _____/-	5% Upon Completion of Brick work of the said Unit
10	Rs. _____/-	5% Upon Completion of Internal Plaster/Gypsum of the said Unit
11	Rs. _____/-	5% Upon Completion of External Plaster of the said Unit
12	Rs. _____/-	5% Upon Completion of Flooring of the said Unit
13	Rs. _____/-	5% Upon Completion of Lifts, Entrance Lobby, Common Floor Lobby, Sanitary Fittings of the said Building/Wing where the said Unit is situated
14	Rs. _____/-	5% at the time of possession of the said Unit
	Rs. _____/-	Total

2.3 The Total consideration above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project

payable by the Developer) up to the date of handing over the possession of the unit and total price of the said Unit is given considering GST input set-off impact of the said transaction. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. There for the purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.

- 2.4 The Total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the 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 Purchaser/Allottee, which shall only be applicable on subsequent payments.
- 2.5 The Promoter may allow, in its sole discretion, a rebate in the amount of instalments as stipulated herein in the event of the Purchaser paying such instalments earlier than stipulated not exceeding 6%. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/Allottee by the Promoter.
- 2.6 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess

money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Promoter shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause mentioned hereinabove.

- 2.7 The Purchaser/Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developer only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

Provided further that, at the time of handing over the possession of the unit, if any such certificate is not produced/ provided, the purchaser shall tender / pay an equivalent amount as interest free deposit to the Developer, which deposit shall refunded by the Developer on the Purchaser producing such certificate within 4 months of the date of possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of 4 months the Developer shall be entitled to appropriate the said Deposit against the amount receivable from the Purchaser/s and the Purchaser/s shall have no claim thereafter.

- 2.8 All payments shall be made by the Purchaser by duly drawn crossed demand draft/ banker's cheque/Cheque payable at par at Pune, payable to and in the name of the AOP; M/S. VTP MOHITE ASSOCIATES AOP,
- 2.9 It is hereby expressly agreed to by the Purchaser/s that all the installments of the consideration as set out above and all other

amounts and monies payable by the Purchaser/s to the Promoters under this agreement shall be made on the due dates and /or as hereby stipulated without delay or default. It is agreed to by the Purchaser/s that time in respect each of the payments under this agreement including the installments, other deposits, charges and amounts is and shall always be the essence of the contract. If the Promoter fails to abide by the time schedule for completing the project and handing over the unit to the Purchaser/Allottee, the Promoter agrees to pay to the Purchaser/Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/Allottee, for every month of delay, till the handing over of the possession. In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

2.10 Apart from consideration mentioned in Clause 2.2 hereinabove, the Purchaser/Allottee hereby agrees to pay an amount Rs. _____/- (Rupees _____ Only) on demand being the proportionate price of the common areas and common facilities and the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure 5** annexed herewith.

2.11 The Purchaser/Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

3) **SEPARATE ACCOUNT FOR SUMS RECEIVED**

The promoter shall maintain a separate account in respect of sums received by the promoter from the purchasers towards total consideration of the said unit and as advance or deposit sums

received on account of the share capital for the formation of the Co-Op. society or a company or any such legal entity/organization that may be formed towards the out goings, legal charges etc.

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

4) **THE PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT:**

The purchaser has agreed to pay consideration of the said Unit to the Promoter within the time stipulated mentioned hereinabove. The payment of consideration in time is the essence of this agreement. If the payment is not made by the purchaser/s in the time stipulated in the agreement, it shall be deem that the purchaser/s has/ have committed breach of condition of this agreement and the Promoter herein shall be entitled to take such action as they entitled to take in case of breach of any condition of this agreement including to terminate this agreement.

5) **INTEREST ON UNPAID DUE AMOUNT:-**

Without prejudice to the right of the Promoter to take action for breach arising out of the delay in the payment of the installments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum or part thereof, on all the amounts which become due and payable by the Allottee / Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay by the Promoter against delay in payments by the Allottee / Purchaser.

6) **FLOOR SPACE INDEX (FSI):**

6.1 The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 35300 square meter only

and Developer has planned to utilize Floor Space Index of 3 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Developer has disclosed the Floor Space Index upto 3 is proposed to be utilized by him on the project land in the said Project subject to sanction of concerned authority and same shall not adversely affect the said unit and Purchaser/Allottee has agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Developer only.

- 6.2 Notwithstanding anything contained anywhere in this agreement, the allottee hereby declares, confirms and agrees that
- a. The purchaser hereby gives his consent to the Promoter and the promoter has reserved all its rights to use, utilize and consume the floor area ratio / floor space index (FAR/FSI) TDR, originating from the physical area of the project land and/ or the said plot either as floating floor space index / TDR or otherwise, so also to use the same in a manner and at a location either in a phased manner or otherwise, as may be exclusively decided by the promoter. The residual FAR (FSI) in the plot of the layout not consumed will be available to the Promoters/Owners only.
 - b. If the permitted Floor Space Index or density not consumed in the buildings being put-up and / or at any time further construction on the said plot on the higher floor is allowed, the purchaser/s hereby allows the Promoters/Owners to put additional storeys and / or consume the balance Floor Space Index in any manner the Promoters/Owners may deem fit either on this property and /or any other land of the Promoters/Owners, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.
 - c. The residual F.A.R. (F.S.I) of the said land not consumed will be available to the Promoter only. Similarly the Promoter shall be entitled to consume T.D.R. upon the said land as deemed fit by the

Promoter and the Purchaser shall not object to the same in whatsoever manner.

- d. The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Playground etc.
 - e. The Promoter shall also without any let, hindrance or objection on any account from the Purchaser, be entitled to avail and utilize anywhere on the said land or in/upon the existing building/s by construction of additional floors thereon and/or proposed building/s the present or future available F.S.I/T.D.R. which they may be acquired & obtained., but it shall not affect apartment of the purchaser. The Promoter shall be entitled to consume the additional/balance F.S.I. as aforesaid without the permission of the Purchaser and/or the proposed Society/Condominium of Apartments in whose favour the conveyance of the said land is executed. The Promoter shall be entitled to, utilize and consume the FAR / FSI originating from the physical area of the said Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be.
- 6.3 The Promoters/Owners shall always have right and the purchaser also gives his consent to the Promoter to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots. The promoter shall be entitle to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s

as the case may be, without affecting the unit ,building or amenity space which has been agreed and registered with RERA.

- 6.4 Without disturbing area of the unit the purchaser agreed to purchase and his right on common areas, The promoter shall be entitled to receive compensation from the allottee in case any obstruction or impediment of any nature raised by and on behalf of the allottee to the development of the project land and / or other piece of land adjoining to the project land either by sub division/amalgamation and / or consumption of FAR/FSI/TDR for any building or at any location thereon, without prejudice to the right of the promoter to terminate this agreement on such obstruction or impediment being raised by the allottee.
- 6.5 The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building/road that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation.
- 6.6 The Promoters have intimated the Purchasers that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The same proposed plans will upload / has been uploaded on MAHA-RERA web site. Accordingly promoter with intention to develop said buildings and has prepared tentative plans for the same. The Purchaser/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development of the said buildings and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.
- 7) **TERMINATION OF AGREEMENT:-**
- 7.1 Without prejudice to the right of Promoter to charge interest mentioned hereinabove, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/Allottee to the Promoter under this agreement

(including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/Allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Purchaser/Allottee, by Registered Post AD at the address provided by the Purchaser/Allottee and mail at the e-mail address provided by the Purchaser/Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

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

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

Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

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

8) **OBSERVATION OF CONDITIONS IMPOSED BY DEVELOPMENT CONTROLLING AUTHORITY:-**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Unit to the Allottee / Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Unit. The Allottee / Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the Said Unit is situated.

9) **SPECIFICATIONS AND FACILITIES:-**

The Fixtures and fitting to be provided by the Promoter in the Said Building and the Said Unit are those that are set out in **Annexure-4** annexed hereto. Common areas and facilities & restricted common areas and facilities for the project on the Said property are stated in the **Annexure-5** annexed hereto. In the scheme multi storied high-rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chizeling

walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument specifically instructed to the Allottee / Purchaser herein that, his/her/their request to provide any shifting of walls, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

10) **DELIVERY OF POSSESSION:-**

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

- i. Non availability of steel, cement, other building material, water or electric supply.
- ii. War, civil commotion or act of God.
- iii. Any notice, order, rules, notification of the Government,
- iv. Permission/NOC under Environment Clearance and/or other,
- v. Public, court or Competent Authority.
- vi. Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then

affecting the development and the project or unavailability of labour.

- vii.* Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Promoters having complied with all requirements.
- viii.* Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Promoters having complied with all requirements.
- ix.* Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove
- x.* Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Purchaser/s.
- xi.* Any circumstance beyond the control of the Promoter.

11) **PROCEDURE FOR TAKING POSSESSION:-**

- 11.1 After completion of construction of the Said Unit and after receipt of completion certificate in respect of said unit, the Promoter herein shall inform in writing to the Purchaser that the Said Unit is ready for use and occupation and on receipt of such intimation, the Purchaser herein within 7 days shall take the possession of the Said Unit after inspecting the Said Unit in all respect and get satisfied according to the terms and conditions of this agreement. After Purchaser is/are satisfied herself/himself/themselves as aforesaid, at his/her/their request the Promoter herein shall give the possession of Said Unit to the Purchaser on payment of all dues payable by the Purchaser, and the Purchaser herein has not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents. The Allottee/Purchaser herein shall take the possession of the Said Unit within 7 days from the date of written intimation issued by the Promoter to the Purchaser herein intimating that, the Said Unit is ready for use and occupation.

- 11.2 The Promoter specifically informed the Purchaser that, the Said Project is a large project consisting of various phases, common areas and facilities and the construction of such common areas and facilities will be completed in due course on _____, only after completion of construction of all the buildings/wings in the Said Project as per Said Master Layout Plan and considering this aspect on construction of the Said Unit and written intimation as stated here to before issued by the Promoter to the Purchaser herein, but it will not give ownership right to purchaser but will have only right to use and till handing over it to the Apex Body / Federation the promoter will have total control on all such facilities till handing-over it to Apex body/ Federation. The Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common areas and facilities to the Said Project.
- 11.3 If the Promoter herein, fails to complete the construction of the Said Unit, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Purchaser and the Promoter herein, if the Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum consideration of the Said Unit, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the Unit is completed and ready for handing over the possession to the Purchaser of the unit. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Unit. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Purchaser, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Purchaser failed to pay the due installment on due date, amount to breach of aforesaid condition and Purchaser will not entitled to receive the aforesaid compensation.
- 11.4 It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Purchaser in pursuance of this

clause, the Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

12) **DEFECT LIABILITY:-**

- 12.1 If within a period of five years from the date of handing over the Unit to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developer any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects then the Purchaser/Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA Act. Provided however that, the Purchaser/Allottee(s) shall not carryout any alterations of the whatsoever nature in the said Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.
- 12.2 That it shall be the responsibility of the Purchaser/Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his fault are regularly filled with white cement/epoxy to prevent water seepage.
- 12.3 Further where the manufacturer warranty as shown by the developer to the Purchaser/Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance

contracts are not done/renewed by the Purchaser/Allottee(s) the Developer shall not be responsible for any defects occurring due to the same.

- 12.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fittings such as electronic items, switches, cp fittings, water purifiers, pumps etc. shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the Unit and the common facilities wherever applicable.
- 12.5 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 12.6 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes swell doors in rainy season or crumble the floor may happens and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- 12.7 It is expressly agreed but before any liability of defect is claimed by or on behalf of the Purchaser/Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

13) **USE OF THE SAID UNIT:-**

- 13.1 The Purchaser herein shall use the Said Unit or any part thereof or permit the same to be used only for purpose of **residence**. The Purchaser shall use the Said Unit or any part thereof or permit the same to be used only for residential purpose as shown in the

sanctioned plan, provided that, any Owner/s or Occupier/s of any residential Unit in the building/wing shall not use for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

13.2 The Purchaser who have got allotted exclusive right to use covered car parking space for the Said Unit, being restricted common area, the same parking space shall use by occupant of Said Unit only for parking his/her/their own vehicle only. Similarly the parking spaces which are reserved for restricted parking spaces for the Unit, to which exclusive right to use car parking spaces are not allotted, shall be use by such Unit holders or occupiers for parking their own vehicles. The Unit holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any unit holder / occupier in the project shall and will not entitle to park his/her/their any four wheeler vehicle in drive way or common marginal space, which is not allotted for exclusive right to use for parking four wheeler vehicle.

13.3 After delivery of possession of the Said unit by the Promoter to the Purchaser herein in terms of this present, the Purchaser herein for whatsoever reason desire to grant the use of the Said Unit to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser herein or owner of the Said Unit as the case may be and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Purchaser herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the Said Unit.

14) **FORMATION OF ORGANIZATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID PROPERTY:-**

14.1 The Said Entire Project on the Said Property is sub-divided into Three parts one on commercial building-1, commercial building - 2 and residential project (Said Project) and in each project, there are certain multi storied buildings/wings of the building consisting of various residential units essential shopping, Club house, Garden, etc.

Considering Promoter herein developing the Said Property in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein shall form separate Co-operative Housing Societies or Associations of Apartment or companies of unit holders for residential Units in the Said project known **Urban Nest**, for commercial Units to be constructed on the Project to be developed on the commercial building No. 1 known as **Market Place** and commercial building-2 known as **Trade Park** of the Said Entire Project or as permitted and sanctioned by concerned Co-Operative Societies Registrar.

- 14.2 It shall be the sole discretion of the Promoter either to form a co-operative society under the Maharashtra Co-operative Societies Act, 1960, and/or admit or cause to be admitted the purchaser herein in the said Society as a member and/or form one or more associations of flat purchasers under the Maharashtra Apartment Ownership Act, 1970, by submitting the concerned portion of or the said Property with the buildings thereon, to the provisions thereof, in the event an association of unit owners is formed on submission of part of the said Property and the buildings constructed thereon,
- 14.3 Each tenement shall have undivided share in the form of percentage, arrived at on the basis of the outer surface area of the given Unit to the total area of all the tenement in the entire scheme, in the said Property and in the common areas and facilities.
- 14.4 The said Promoter/ AOP shall execute or caused to be executed a conveyance in the nature of deed of apartment in favour of each of the purchaser within a period of 1 (one) year from the completion of the entire project and on selling all the Units/areas and obtaining final completion certificate of the entire project.
- 14.5 In the event the Promoter promotes a separate one or more co-operative housing societies for commercial and residential or more buildings, the Purchaser shall become a member thereof, and the proposed Society, the Members and the Promoter shall execute or caused to be executed a conveyance in the nature of sale of the said Property and the buildings thereon; in part or otherwise, in favour of such society or societies, as the case may be.
- 14.6 If so decided and for better administration of the complex, for each building, there may be formed a separate co-operative housing

society. All such co-operative housing societies shall form themselves into a 'federal society'.

14.7 Under no circumstances, the Purchaser shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Purchaser either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser.

14.8 All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Purchaser.

14.9 The execution of the conveyance of the tenements, buildings and the property in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Purchaser and the unit being purchased by him *vis a vis* the Promoter.

15) **CONVEYANCE DEED:-**

15.1 On the completion of all the the buildings and their wings, extensions and phases, etc; AND on the promoters receiving the entire payment / charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, within 1 year from receipt of occupancy certificate of entire building the Promoters and Owners shall convey the structure to Society /apartment/ condominium or Association or Limited Company.

15.2 The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said land comprised in favour of the proposed Cooperative Housing Society /apartment/ condominium or Association or Limited Company, within 1 year from the receipt of the occupancy certificate of last building, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining Apartments and parking, if any.

- 15.3 Provided that, after conveying the title to the association of allottees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Society /apartment/ condominium or Association or Limited Company without any restriction on entry of the building and development of common areas:
- 15.4 Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.
- 15.5 Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/organization of purchasers.
- 15.6 In the case of a layout, the said conveyance shall, till such time as the entire development of the layout is completed, be only in respect of the structures of the buildings. Floor Space Index consumed in such building, subject to the right of the Promoter to dispose of the remaining flats, if any, and receipt of the entire consideration amount further, be subject to the right to use, in common, the internal access roads and recreation areas developed or to be developed in the layout and with the right to use of the open spaces allocated to such building or buildings in terms of the agreement for sale executed by the promoter and the respective flat purchasers:
- 15.7 The promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional

Floor Space Index therein due to change in the law or the policies of the Government or local authority

15.8 All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

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

16) **ENTIRE AGREEMENT**

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

17) **REGISTRATION OF THIS AGREEMENT:-**

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

18) **PAYMENT OF TAXES, CESSSES ETC.:**

18.1 The Allottee/Purchaser herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of Unit by Promoter to the buyers of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Government of Maharashtra

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

- 18.2 The Allottee/Purchaser herein is aware that, the Central Government of India has imposed service tax and plans to levy goods and service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of units by the Promoter to the Allottee/Purchaser and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter/Developer and hence it is agreed between the parties hereto that, the Allottee/Purchaser herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration to the Promoter herein to enable the Promoter to deposit/pay the same to the Central Government.
- 18.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) and LBT increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the Said Property or the Said Unit or this agreement or the transaction herein, then it shall exclusively be paid/borne by the Allottee / Purchaser. The Allottee/Purchaser hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 18.4 From the date of Completion/Occupation Certificate or Allottee /Purchaser starting the use of the Said Unit, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Unit and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the Said

Property to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee/Purchasers of units in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter from Allottee/Purchasers who are members for the society of such building which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of the unsold units situated in the building, construction of which is either complete or which are under construction on the Said Property.

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

19) **COMMON MAINTENANCE:-**

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

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

- 19.2 The above mentioned maintenance charges shall include but not be restricted to following items for which it is to be utilized:
- i. Housekeeping and cleanliness.
 - ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV, intercom. (whatever of the said are installed or provided.)
 - iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building)
 - iv. Common electricity bills for common area of buildings and common areas of the Society /apartment/ condominium or Association or Limited Company.
 - v. Security charges.
 - vi. Gardening charges.
 - vii. Expenses of water as may be required to be purchased from private sources and all other related expenses
 - viii. Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof
 - ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
 - x. Non agricultural taxes if any applicable and any other similar taxes
 - xi. Pest control expenses
 - xii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
 - xiii. Elevator repairs & maintenance contracts along with lift inspection charges.
 - xiv. Fire fighting certification

- xv. Operational and electricity charges for the sewage treatment plant for the Society /apartment/ condominium or Association or Limited Company
 - xvi. Environment clearance fees
 - xvii. Property tax for Club House
 - xviii. Repairs of the building for leakages, seepage to the property or any part thereof.
 - xix. Wear and tear charges.
- 19.3 It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the Society /apartment/ condominium or Association or Limited Company either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the allottees.
- i. Society /apartment/ condominium or Association or Limited Company and managing committee administration.
 - ii. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
 - iii. Sinking fund
 - iv. Property taxes of individual / Apartments and common facilities etc.
 - v. Any other taxes, levies, cess etc. of the property,
 - vi. Any other statutory charges,
- 19.4 The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society /apartment/ condominium or Association or Limited Company.
- 19.5 The allottee has been informed that certain services such as STP, Club House are common to the entire layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such

variations such shall be covered from the common maintenance fund.

- 19.6 The Developer herein has specifically disclosed and pointed out to the Allottee/ Purchaser that, the Said Entire Project on the Said property is subdivided into various parts. There are certain areas and facilities that are common to the like Internal roads, the common Sewage Treatment Plant, Common Entrance Gate ("Common Infrastructure Facilities") and in order to maintain the Common Infrastructure Facilities, the Developer has proposed to collect and the Allottee/Purchaser has agreed to pay an amount of **Rs. _____/- (Rupees _____Only)** towards maintenance of corpus fund and management charges to be deposited with the Developer, for the purpose of management and maintenance of the common infrastructure, facilities, areas, internal roads etc. which are common to the Said Entire Project. Such corpus will be used for aforesaid maintenance and same shall be paid by each Allottee/Purchaser of the Unit at the time of receiving possession of the Said Unit. The Developer shall deposit such collective corpus into a separate bank account opened by the Developer for the said purpose. Upon formation of the society/s/Associations as aforesaid, such collective corpus along with accumulated interest from the bank will be transferred to a joint account of the societies/Associations which are to be formed and use the aforesaid corpus for the aforesaid purpose by the concerned societies/Associations.
- 19.7 The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottees.
- 19.8 It is also understood that this shall not preclude such Society /apartment/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

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

shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers formed body etc shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.

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

incidental to the management and maintenance of the said land Etc, and 40 % for maintenance of buildings/phases such as Lift, Cleaning of building premises, Electricity for common facilities in said building security, wear and tear, Annual Maintenance contract for the building etc. The purchaser/ Allottee here by confirms that, in situation where the initial funds for maintenance in either of the above mentioned r account are exhausted or if required whenever and the purchaser will have to pay the required amount in his proportionate share towards the maintenance of the common areas and phases of the entire layout even after 12 months as defined by the Society /apartment/ condominium or Association or Limited Company / Promoter, either to the Society /apartment/ condominium or Association or Limited Company or Promoter as the case may be for the smooth functioning and maintenance of the Society /apartment/ condominium or Association or Limited Company and / or common area and of entire layout.

- 19.16 The remaining funds will be handed over to the Apex body and Society/Phase/ Buildings separately and the maintenance for the same will be carried out by the purchasers/ Allotees of the said Society/Phase/ Buildings and it will not be the responsibility of the promoter to maintain the said Society /apartment/ condominium or Association or Limited Company/Phase/ Buildings from the date of handing over it to the purchaser/Allotee or their association.
- 19.17 The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.
- 19.18 This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Purchaser/s with regard to his open space / attached terrace / garden and / or provisionally allocated parking space as aforesaid (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) and that the user of each of such unit/s and the rights in relation thereto of each Purchaser shall be subject to all the rights of the other Purchaser in

relation to his unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or occupy the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company, acquired by any Purchaser/s, as aforesaid nor should he do or cause to be done anything where by such Purchaser if concerned is prevented from using and occupying the said terrace / garden /car parking space (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid or the rights of such Purchaser if concerned, to the same are in any manner affected or prejudiced.

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

20) **REPRESENTATIONS AND WARRANTIES BY THE PURCHASER:**

- 20.1 The Purchaser/s herein admits and agreed to always admit that the Promoter and said owners are always ready and willing on all payment payable by the Purchaser/s under this agreement to the Promoter to execute the conveyance in respect of the said unit or Apartment and on completion of construction thereof to grant possession of such unit. The grant of completion/ occupation certificate by the Pune Municipal Corporation, in respect of the said unit shall be conclusive proof as to completion of construction of the said unit.

- 20.2 If at any time, after execution of this agreement, any additional tax/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/ rule/ regulation / notification / order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said unit or this agreement or the transaction herein, shall exclusively be paid/ borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 20.3 After the Promoter obtaining the completion certificate in respect of the said Unit, the Purchaser/s shall also execute such other document such as Supplementary agreement with possession, possession receipt, Indemnity Declaration, Undertaking, Supplementary agreement etc., as might be required by the Promoter.
- 20.4 The Purchaser/s is/ are hereby prohibited from raising any objection in the matter of sale of units and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc., on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc., that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is /are by executing these presents has/ have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 20.5 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said property and building/s/ Wing/s or any part thereof except the said unit. The Purchaser/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/ her/ them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc., will remain the property of the Promoter until the said property and building is transferred to the Owners of individual Apartments, as hereinabove mentioned.

- 20.6 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s 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 Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.
- 20.7 In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the unit in the building/ wing, all the power, authorities and rights of the unit purchaser/s herein shall be always subject to the promoters over all right to dispose of unsold tenements and allotment of exclusive rights to use unelected parking spaces terrace/s, space/s for garden purpose, space/s for advertisement, installation or wireless communication towers etc., and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or association of Apartment or Society or Company as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold units/ accommodation towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- 20.8 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other unit shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the unit in the building is received by the Promoter.
- 20.9 The Promoter herein has not undertaken any responsibility not has he/ they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter and said owners, other than the terms and conditions expressly provided under this agreement.
- 20.10 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/ have allotted by the Promoter to the Purchaser of any tenement in the building such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled

to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the buildings commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc., along with the said unit, if any.

- 20.11 The Allottee/Purchaser herein admits and agrees to always admit that, after delivery of possession of the Said Unit by the Promoter to the Purchaser herein, it will always presumed that, the Promoter had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Allottee / Purchaser herein will be member in respect of the Said Unit, under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970 and rules made there under. The final Conveyance Deed will be executed within 1 year from the date of receipt of full and final completion certificate from Development Controlling Authority for all the buildings/wings, which are under construction on the Said Property. The Allottee / Purchaser herein does not have any claim or grievance of whatsoever nature against the Promoter in this regard.
- 20.12 The Allottee/Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, units being commercial or otherwise in the buildings which are to be constructed on the Said property which the Promoter herein developing being one project, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted

by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee/Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- 20.13 The Allottee / Purchaser herein admits and agrees that the Promoter has also reserved all its rights to develop and/or dispose of by sale or otherwise transfer, the amenity space of the layout to any person of his choice, with or without construction as may be permissible under the concerned regulations and/or surrender such amenity space to the Hon'ble Collector, Pune or concern authority as may be declared as regulatory authority, in lieu or compensation and/or additional FAR/FSI, as the case may be and the Purchaser hereby irrevocably granted and shall be deemed always to have granted his/her consent for such grant of exclusive facility and/or disposal of amenity space of the layout by the Promoter.
- 20.14 The Allottee / Purchaser herein admits and agrees that the Promoter has also reserved all its rights to develop and/or construct upon the open space of the said Property as may be permissible under the concerned regulations.
- 20.15 Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- 20.16 It is clarified that the Developer shall make necessary arrangement for water connection of the said building and further potable water supply is to be provided by concerned government authorities, and shall be made available to the said Proposed Buildings by such authorities. The Purchaser/s is/are further made aware that potable water supply is provided by concerned government authorities, and shall be made available to the said Proposed Buildings as per the supply received from such authorities. It is clarified that the Developer has not represented to the Purchaser/s or undertaken to the Purchaser/s that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
- 20.17 The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place,

neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

- 20.18 The Promoters/Owners plan to construct a club house on a pre designated area on the part of said entire property. The under mentioned terms and conditions are essential terms and conditions such as said facilities are common for unit holders in said entire layout, on the basis of which the Purchaser/s has/have agreed to purchase from the Promoters/Owners the said unit under and in pursuance of this agreement.
- 20.19 The promoter hereby clarifies that it has withdrawn all its advertisements and brochures etc. in respect of the said Urban Rise project published prior to 1/05/2017 and same are not in use since then; and the purchaser/allottee/s hereby acknowledges the same. The Purchaser/Allottee/s hereby clarifies that he has relied only on the advertisements and brochures etc. in respect of the said project published by the promoter only after 1/05/2017.
- 20.20 Since the purchaser have opted for covered car parking and since there are limited number of Car Parking, the purchaser would only exercises to use the common area parking once the right to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the purchaser/allotees who have not opted for covered car parking.
- 20.21 Since there are limited number of Car Parking and the purchaser had not applied for any parking, the Purchaser would only exercises to use the balance common area parking once the right to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the purchaser/allotees who have opted for car parking.

21) **FURTHER ASSURANCES**

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

provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Flat/Unit/Apartment shall be subject to all the following conditions (each/either applicable in the context of the specific sale)

- 21.2 There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
- 21.3 The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- 21.4 The size of the board and lighting arrangements for Flat/Units shall be 4 x 8 and same is restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoter.
- 21.5 No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- 21.6 Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s, and appropriate government authorities.
- 21.7 The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.
- 21.8 The said Flat/Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated parking space (which is subject to ratification by the ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the Purchaser's own vehicle.
- 21.9 The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority
- 21.10 The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the

plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and facilities on request of the Purchaser.

- 21.11 During the development or any construction activity on the said project no separate fencing and gate will be allowed for separating any particular work for whatsoever reason. All purchaser/s in all buildings/wings shall have free access to the entire project.
- 21.12 The Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Flat/Unit to the Purchaser/s.
- 21.13 It is specifically understood that the all the various features such as furniture layout in a unit, vegetation and plantation shown around the building/unit, color scheme, vehicles etc to increase the aesthetic value only and is not factual. These features/amenities/ facilities are not agreed to be developed or provided by the developer/promoter to the purchasers.
- 21.14 In the event the Society /apartment/ condominium or Association or Limited Company of unit purchasers of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said Society /apartment/ condominium or Association or Limited Company holders shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied
- 21.15 The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to

terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

22) **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Purchaser/Allottee as follows:

- 22.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 22.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 22.3 Except charge of ICICI BANK there are no encumbrances upon the project land or the Project except those disclosed in the title report;
- 22.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- 22.5 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
- 22.6 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

- 22.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/Allottee in the manner contemplated in this Agreement;
- 22.8 At the time of execution of the conveyance deed of the structure to the association of Purchaser/Allottee s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/Allottee s;
- 22.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 22.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 23) **NO GRANT DEMISE OR ASSIGNMENT:**
- None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall

submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the developers under the advance disbursement facility (ADF)

24) **LOAN:**

- 24.1 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said property, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Property or any part thereof in favour of such bank/s and/or financial institute and/or person for the loan.
- 24.2 The Purchaser hereby accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institute and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- 24.3 In the event of the Promoter availing such loan, the Promoter shall be bound to send written intimation about availing of any such loan to the Purchaser.
- 24.4 However, the Promoter shall keep the Purchaser duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.
- 24.5 In the event of the Promoter availing such loan, the Promoter shall be entitled to call upon the Purchaser to make payment of the balance amount payable by the Purchaser to the Promoter under this agreement, directly to such bank/s and/or financial institute and/or person, as the case may be, towards repayment thereof. The amount so paid by the Purchaser to such lender, shall be, and shall be treated to be the payment made by the Purchaser to the Promoter.

25) **PURCHASERS OTHER OBLIGATIONS:-**

The said Promoter has informed the Purchaser and the Purchaser is aware that the Purchase of the said unit shall be subject to all the following conditions:

- 25.1 To use the said unit for the purposes permitted by the law of the Land.
- 25.2 The unit allotted is a residential unit. Thus the Purchaser shall use the same only for agreed/sanctioned/permited purpose and shall not change the use without prior written permission of said AOP/Promoter /the Association of Apartment and/or society as the case may be.
- 25.3 The access to the individual unit shall be as per the sanctioned plan and/or revised plan from time to time.
- 25.4 The Purchaser shall not join two adjacent units and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said Unit without the permission of Promoter and concern Planning authority.
- 25.5 The said unit shall be impartable, and shall always remain as one. The Purchaser shall not sub-divide and/or dispose of the same in part.
- 25.6 The Purchaser shall maintain the said unit at his/ her own cost in good repairs and condition from the date of grant of possession of the said unit is taken.
- 25.7 The Purchaser shall not store in the said unit any goods which are of hazardous, combustible or dangerous in nature or which are against the rules, regulations, and byelaws of the said organization, statutory or other authorities. Any damage so caused by act or omission on the part of the Purchaser to the said shop or other Shop s in the scheme shall entirely be at the risk as to cost, consequences, damages of such Purchaser.
- 25.8 The Purchaser shall carry at his/her own cost, all internal repairs to the said Unit and shall keep the said Unit in good and habitable condition and shall not demolish or cause to be demolished by act or omission, the said Unit or any part thereof nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the said Unit or any part thereof, nor any alteration in the

elevation and outside color scheme of the building and shall keep the appurtenances thereto in good repairs and conditions.

- 25.9 The Purchaser shall be bound, observe and comply with all regulations, stipulations, terms and conditions, if any, relating to and in respect of electricity, water, environment laid down and called for from time to time, by any statutory authority including the State or Central Government under any concerned statute at any time either before or after the sanction of the plans for construction of the building or completion of construction as the case may be.
- 25.10 On delivery of possession, the entire responsibility or liability to retain and maintain the said Unit as per the sanctioned plans shall be on the Purchaser. The Purchaser shall not make any deviation there from and in case of any act or omission or default committed therein, the Purchaser alone shall be liable and responsible for any consequence arising there from with cost.
- 25.11 The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property/ building or any part thereof, whereby any increased premium shall become payable or levied, in respect of the insurance.
- 25.12 Not to enclose niches or balconies or attached terrace of the said unit at anytime by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Developer has the right to take the appropriate action and remove such enclosure at the cost of the Purchaser. The Purchaser alone shall be solely responsible for any damage/loss caused to him/her/them or his/her/their unit in any event on account of such act and that the Developer shall not be held responsible for the same.
- 25.13 The Purchaser shall not dispose, throw, leave or stake any dirt, rubbish, rags, garbage or other refuse or permit any such dirt, rubbish, rags, garbage or other refuse to be disposed of, thrown, left or staked in any part of the said Property and/or the building other than designated disposal space or facilities for the entire scheme.
- 25.14 The Purchaser shall not put signage at any places and/or on the building façade, the Purchaser can put their signage only at a designated place and that too with prior written approval of said AOP/Promoter.
- 25.15 The construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which

requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by said AOP/Promoter and his/her Architect in writing.

25.16 The installation of any grills or any doors shall only be as per the form prescribed and said AOP/ Promoter's Architect.

25.17 All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason.

25.18 The Purchaser shall also observe all other terms/ conditions/ directions/ rules/ notifications issued, enforced, circulated under any statutes, rules, orders, bye-laws by any authority or by the said organization for "use" of the Unit in the said scheme or in any other part of the said Property.

25.19 Notwithstanding anything contained anywhere in this agreement, the Purchaser shall not:

- i) demolish or cause to be demolished the Unit or any part or wall or structure thereof nor at any time make or cause to be made any addition or alteration like shifting doors/ windows/grills walls etc or in the shop or any part thereof,
- ii) make any holes/cuts/breakages/chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
- iii) make any change in the external colour scheme of the building/wing in which the shop is located,
- iv) extend the said Unit or make any external attachments to the walls of the Unit like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the shop ,
- v) cover, fully or partially, any terrace or other projection with any structure,
- vi) use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,

- vii)* obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- viii)* raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- ix)* use or permit any user of the parking space other than parking of the vehicles,
- x)* Use the elevators which have potentials to damage the same or its operation nor to misuse the elevators.

26) **MORTGAGE OR CREATE A CHARGE OVER THE SAID UNIT:**

- 26.1 After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/Allottee who has taken or agreed to take such Unit.
- 26.2 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.
- 26.3 The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.
- 26.4 The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.
- 26.5 However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

27) **PURCHASERS NOT TO PART WITH THE BENEFITS OF THIS AGREEMENT OR THE SAID UNIT:**

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

28) It is specifically understood by the Purchaser/s that the sample flat shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters.

29) Promoters herein are constructing building/s on the remaining portion/s of the said land/s in phases and the Purchaser/s shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/ remuneration/ demands, etc., regarding such phase wise construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases. The Purchaser/s has no objection and hereby given his/her/their irrevocable consent for the same.

30) **WATER SUPPLY:**

It is clarified that the Promoter shall make necessary arrangement for water connection of the said building and further potable water

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

31) **RIGHT TO USE OF INTERNAL ROAD/DRIVE WAYS:-**

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

32) **EXCLUSIVE FACILITY OF OPEN PARKING SPACES:-**

- 32.1 It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the flat purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the purchaser along with other unit purchaser hereby requested the developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Purchaser/s hereby authorized and give

irrevocable consent to the Developer to do such earmarking of parking space at its sole discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Purchaser/s to the said Body as a member thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.

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

33) **NAME OF THE SCHEME AND BUILDING/S/WING/S:-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project of residential buildings "URBAN NEST" and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee / Purchaser or other Unit holders in the building/s or proposed Society/Associations are not entitled to

change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

34) **MEASUREMENT OF THE AREA OF THE SAID UNIT:-**

34.1 Notwithstanding anything contained in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Allottee/Purchaser herein has agreed to purchase the Said Unit alongwith appurtenances thereto on ownership basis for the consideration as stated in Clause No 4 hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the Said Unit.

34.2 The Allottee/Purchaser herein is entitled to get verified the dimensions of the Unit, when he has received letter of installment for brick work and plaster of external walls of the Said Unit. After expiry of aforesaid period, the Allottee / Purchaser herein is not entitled to raise any grievance as to the dimensions of the unit under whatsoever head. It is further clarified that, if the buyer of the unit has agreed to purchase the unit in the Said Project, after completion of plaster work then it is always presumed that, the Allottee / Purchaser herein has agreed to purchase such unit as is where is basis as to the dimensions and carpet area of the unit.

35) **SERVICE OF NOTICES:-**

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

NAME PURCHASER/ALLOTTEE:

MR. _____

ADDRESS: _____

Email ID: _____

NAME OF PROMOTER:

VTP MOHITE ASSOCIATES AOP

ADDRESS: S.No.34, VTP House, Near Inorbit Mall, Near Nagar Road,
Pune

Email ID: crm@vtprealty.in

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

36) **JOINT ALLOTTEES : -**

That in case there are Joint Allottees, they shall be considered as joint and severable Allottees for the purpose of these clause in the agreement and 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.

37) **PLACE OF EXECUTION : -**

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

38) **EFFECT OF LAWS:-**

This Agreement shall always be subject to relevant and applicable provisions of Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

39) **STAMP DUTY AND REGISTRATION FEE:-**

The consideration of the Said Unit as agreed between the Developer and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of

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

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

SCHEDULE I

All that piece and parcel of property bearing S. No. 58/2B, totally admeasuring 02 Hectors 00 Ares, assessed at Rs. 2-00 Paisa, situated at Village Undri, Taluka Haveli, District Pune and bounded as under : -

On Or Towards North : Undri Pisoli Road
On Or Towards South : S. No. 57
On Or Towards East : S. No. 55
On Or Towards West : S. No. 58

SCHEDULE II

All that piece and parcel of property bearing S. No. 58/2/1A, admeasuring 00 Hector 86 Are and S. No. 58/2/2A, admeasuring 00 Hector 67 Are i.e. 15300 Sq. Mtrs., situated at Village Undri, Taluka Haveli, Dist Pune and bounded as under:

On Or Towards North : Undri Pisoli Road
On Or Towards South : S. No. 57
On Or Towards East : S. No. 55
On Or Towards West : S. No. 58(P)

Together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto.

SCHEDULE III
(DESCRIPTION OF THE SAID UNIT)

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

IN WITNESS WHEREOF the parties hereto have set and subscribed their signatures hereto on the day and at the place hereinabove first written.

SIGNED SEALED AND DELIVERED by the above named DEVELOPER		
V. T. PALRESHA REALTY LLP through its Designated Partner VTP CORPORATION LLP through its Designated Partner Mr. VILASKUMAR THANMAL PALRESHA		
PHOTO	THUMB	SIGNATURE

SIGNED SEALED AND DELIVERED by the above named PROMOTER VTP MOHITE ASSOCIATES AOP AND OWNERS		
Through its member and Constituted Attorney: MR. VILASKUMAR THANMAL PALRESHA		
PHOTO	THUMB	SIGNATURE

SIGNED SEALED AND DELIVERED by the above named PURCHASERS/ALLOTTEE		
PHOTO	THUMB	SIGNATURE

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

ANNEXURE 4
SPECIFICATIONS- URBAN NEST

1	Flooring	Vitrified Tiles (800mm x 800mm) (With or Without Spacers)
	Living, Dining, Kitchen and all bedrooms	Vitrified Tiles (800mm x 800mm) (With or Without Spacers)
	Dry Balcony	Anti-skid ceramic Tiles (With or Without Spacers)
	Terraces	Anti-skid ceramic Tiles (With or Without Spacers)
2	Toilets	
	All toilets	CP fittings – Jaguar / equivalent make fittings in all toilets Flooring – Matt finished tiles for all toilets (With or Without Spacers) Designer Decorative dado Tiles up-to7feet (With or Without Spacers) Solar heater point in Master bedroom Geysers point in other toilet
3	Doors	Main door – Decorative entrance door with Laminate Internal doors – Laminated Flush door. Laminated flush doors in Wash Rooms. Powder coated aluminum sliding windows with
4	Windows	Mosquito net. Safety grill
5	Kitchen	Granite Kitchen platform S.S. Sink Ceramic/glazed tiles above kitchen platform 2ft. (With or Without Spacers)
6	Electrification	Switches – Anchor/ equivalent modular switches. Concealed copper wiring with M.C.B. Adequate electric points with TV & Telephone points in living room ,Master bed room.

ANNEXURE 5

LIST OF COMMON FACILITIES- URBAN NEST

1. Jogging track
2. Childrens play area
3. Party lawn
4. Senior Citizen Plaza
5. Acupresssure path
6. Swimming pool
7. Pantry
8. community hall
9. library
10. Indoor game room
11. Amphitheatre
12. Entrance GATE
13. Fire fighting system
14. Sewwage tretment plant
15. Rain water harvesting PITS
16. Transformer room
17. D.G.
18. Under ground water tank
19. pump room

LIST OF COMMON AREA- URBAN NEST

1. Staircase Area
2. Passage Area
3. Lift Area
4. Top Terrace Area
5. Meter Room
6. Parking Area Toilet
7. Lift Machin Room
8. Refuge Area Total Flat Considered
9. Oht Tank
10. Entrance Lobby
11. Stiarcase Area On Stilt
12. Stiarcase Area On Podium
13. Stiarcase Area On Terrace
14. Passage Area On Stilt
15. Passage Area On Podium
16. Passage Area On Terrace
17. Ramp Area