

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE ON THIS____ DAY OF ____IN THE YEAR TWO THOUSAND ____.

BETWEEN

PEGASUS PROPERTIES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having their office at, 2413, East Street, 1st Floor, Camp, Pune - 411001, Maharashtra, India through its authorized signatories on behalf of the Company MR. ____ AND/ OR MR. ____ hereinafter referred to as "**THE PROMOTER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Company, its Directors from time to time, their successors-in- interest, executors, administrators and permitted assigns) **THE PARTY OF THE FIRST PART.**

AND

Hereinafter referred to as "**THE ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee/s, Purchaser/s, his/her/their heirs, executors, successors, shareholders, administrators and assigns) **PARTY OF THE SECOND PART.**

WHEREAS the Promoter is well and sufficiently entitled to the leasehold rights in respect of all the piece or parcel of land known as Plot No. R-1/1 admeasuring 196862.71 Sq.mtrs., Plot No. R-1/2 admeasuring 292830 Sq.mtrs., Plot No. R-1/3 admeasuring 51845.77 Sq.mtrs. and Plot No. R-1/4 admeasuring 18462 Sq.mtrs. in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune more particularly described in the **Schedule – IA to ID** written hereunder and which lands are hereinafter jointly and collectively referred or called as "**the Said Entire Land**" for the sake of convenience.

AND WHEREAS the Maharashtra Industrial Development Corporation (**MIDC**) a Corporation constituted under the Maharashtra Industrial Development Act. 1961 (MAH.III of 1962) having its Office at Orient House, Adi Merzban Path, Ballard Estate, Bombay 400038 has vide a Lease Deed Dated 30th August 2007 which is registered in the office of Sub- Registrar Mulshi at Serial No. 6078/2007 read with a Deed of Rectification dated 30/08/2013 thereto which is also registered in the office of Sub- Registrar Mulshi at Serial No. 4464/2013 on 03/09/2013 demised the Said Entire Land unto and in favour of the Promoter herein for a period of 95 years (Ninety Five Years) computed from 1st March 2007 upon the terms and conditions in the manner mentioned therein hereinafter referred to as "**the Said Lease Deed**".

AND WHEREAS by virtue of the said Lease Deed the Promoter is fully entitled to use, occupy and possess the Said Entire Land and to develop the Said Entire Land which is more particularly described in the **Schedule – IA to ID** written hereunder and to construct buildings upon the Said

Entire Land as per plans sanctioned by Maharashtra Industrial Development Corporation (**MIDC**) and to enter into Agreement/s for Sale with the prospective purchaser/s of the flats, units, tenements, etc. to be constructed/ developed on the Said Entire Land and to receive the sale proceeds thereof; in accordance with and subject to terms and conditions mentioned in the said Lease Deed Dated 30/08/2007 read with the Deed of Rectification dated 30/08/2013.

AND WHEREAS the Promoter decided to carry out the development and construction on the Said Entire Land in phase wise manner / different phases / different clusters under the name and style / known as “**MEGAPOLIS**” (hereinafter referred to or called as “**the Said Scheme**” for the sake of convenience) and for this purpose and intent the said scheme - MEGAPOLIS is laid out into various Clusters each bearing a different name and each cluster consists of Flats / Tenements / Apartment / Units / spaces, internal roads etc.

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

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. The Promoter however reserves its rights to change the Architect and Structural Engineer at any time before the completion of the Said Scheme as may be deemed fit and proper by the Promoter.

AND WHEREAS the Promoter has retained with itself the portion of land admeasuring 28000 sq. mtrs. (in words twenty eight thousand square meters) being the area under Amenity area/ Space in respect of the Said Entire Land and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto and the FSI in respect thereof. The Promoter shall be entitled to transfer the rights, and interest and possession of the Promoter in respect of the said Amenity area/ Space area admeasuring 28000 sq. mtrs. unto any person / third party on such terms and conditions as the Promoter may from time to time decide. The facility to the purchaser herein for use of the said Amenity Area shall be subject to the contractual obligations between the Purchasers and the Promoter which is entirely at the discretion of the Promoter and optional and subject to such Rules, Regulations, restrictions and payment of requisite charges as may be framed by the Promoter and the Purchasers shall abide by the same.

AND WHEREAS the Sub – Division Plan in respect of the Said Entire Land has been sanctioned by the Maharashtra Industrial Development Corporation (**MIDC**) vide sanction No. MIDC/RO-Pune-2/RGIP/1170/2017 dated 05/07/2017. As per the said Sub Division Plan the area of the Plot No. R-1/1 is further sub- divided into three sub plots, namely Plot No. R-1/1A admeasuring 28828.82 sqmtrs., Plot No. R-1/1B admeasuring 156093.83 sqmtrs. and Plot No. R-1/1C admeasuring 11900.35 sqmtrs. As per the said sub-division plan, the area of the Plot No. R-1/2 is admeasuring 292830 sqmtrs., Plot No. R-1/3 is admeasuring 51845.77 sqmtrs. and Plot No. R-1/4 is admeasuring 18462 sqmtrs.

As per the said sub-division plan, the area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-

1/4 is totally admeasuring 403866.94 sqmtrs. and Plot No. R- 1/1B admeasuring 156093.83 sqmtrs. are carved out from the total area of the Said Entire Land.

AND WHEREAS the Promoter has carried out construction of building/cluster known as “Sparklet” consisting of 7 (Seven) buildings i.e. / having 22 (twenty two) wings (i.e. building Nos. A1 to A18 and B1 to B4) by utilizing FSI admeasuring 83148.96 sqmtrs. [on a portion of land out of the Plot No. R-1/1B] out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. (inclusive of the area of the open space of the Said Entire Land) out of the total area of the Said Entire Land, the proportionate undivided area of land for the said Sparklet Cluster is admeasuring 46193.87 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/1B totally admeasuring 156093.83 sqmtrs.

The Promoter has carried out construction of building/cluster known as “Sunway” consisting of 7 (Seven) buildings i.e. / having 21 (twenty one) wings (i.e. building Nos. A1 to A21) by utilizing FSI admeasuring 94769.22 sqmtrs. [on a portion of land out of the Plot No. R-1/1B] out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the proportionate undivided area of land for the said Sunway Cluster is admeasuring 52659.57 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/1B totally admeasuring 156093.83 sqmtrs.

The Promoter has carried out construction of building/cluster known as “Splendor” consisting of 7 (Seven) buildings i.e. / having 21 (twenty one) wings (i.e. building Nos. A1 to A21) by utilizing FSI admeasuring 103020.82 sqmtrs. [on a portion of land out of the Plot No. R-1/1B] out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the proportionate undivided area of land for the said Sunway Cluster is admeasuring 57233.79 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/1B totally admeasuring 156093.83 sqmtrs.

AND WHEREAS the Promoter has carried out construction of building/cluster known as “Sangria” consisting of 1 (One) building i.e. / having 09 (Nine) wings (i.e. building Nos. A to I) by utilizing FSI admeasuring 110265.65 sqmtrs. [on a portion of land out of the Plot No. R-1/2] out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the proportionate undivided area of land for the said Sangria Cluster is admeasuring 61258.69 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/2 totally admeasuring 292830.0 sqmtrs.

The Promoter has proposed to carry out construction of building/cluster known as “**Mystic**” consisting of 1 (One) building i.e. / having 07 (Seven) wings (i.e. building Nos. A to G) by utilizing FSI admeasuring 80426.71 sqmtrs. out of which building Nos. A and E have been completed and the building Nos. F and G are proposed to be constructed [on a portion of land out of the Plot No. R-1/2] out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the

proportionate undivided area of land for the said Mystic Cluster is admeasuring 42994.08 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/2 totally admeasuring 292830.0 sqmtrs.

AND WHEREAS the Promoter has carried out construction of building/cluster known as “Symphony” consisting of 02 (Two) buildings bearing building No.1 and building No.2 by utilizing FSI admeasuring 18302.04 sqmtrs. [on the portion of land admeasuring 10108 out of the Plot No. R-1/4] out of the total (FSI) permitted / available for construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the proportionate undivided area of land for the said Symphony Cluster is admeasuring 10108 sqmtrs. out of the total area of the Plot No. R-1/4 totally admeasuring 18462 sqmtrs..

AND WHEREAS the Promoter has proposed to carry out construction of a building/cluster known as “Springs” consisting of 6 (Six) buildings (i.e. building Nos. A to F) by utilizing FSI admeasuring 22911.66 sqmtrs. [on a portion of land out of the Plot No. R-1/2] out of the total (FSI) permitted / available for carried out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the proportionate undivided area of land for the said Springs Cluster is admeasuring 12728.7 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/2, out of the area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs.

AND WHEREAS the Promoter has proposed to carry out construction of buildings/cluster known as “SAFFRON” in Phase wise manner, and in the First Phase of such development of the Cluster – Saffron, the Promoter has decided to construct the building Nos. A3 to A6 having ground plus fourteen upper floors consisting of commercial shops on the ground floor and the building Nos. A7 to A9 having ground plus thirteen upper floors consisting of commercial shops on the ground floor and having two level parking i.e. upper ground floor and lower ground floor and a Podium with a club house above the podium, by utilizing a total FSI admeasuring 25684.25 sqmtrs. out of which the FSI admeasuring 1047.90 sqmtrs. is to be utilized for construction of the commercial shops and remaining FSI is to be used for construction of the flats on the upper floors [on a portion of land out of the Plot No. R-1/2] out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, the proportionate undivided area of land for the said First Phase of the Saffron Cluster is admeasuring 14269 sqmtrs. (inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/2, out of the area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs.

AND WHEREAS the Promoter has proposed to carry out construction of buildings/cluster known as “SERENITY” in Phase wise manner, and in the Second Phase of such development of the Cluster – SERENITY, the Promoter has decided to construct the building Nos. A1 to A12 Buildings having ground plus nineteen upper floors, and B1 and B2 having ground plus eighteen upper floors and three level podium parking with a club house above the podium, and also a commercial building known as – Conv Shop A and Conv. Shop – B by utilizing a total FSI admeasuring 69705.47 sqmtrs. (out of which FSI admeasuring 1349.71 sqmtrs. is to be utilized for the construction of the commercial building i.e. Conv. Shop – A and B) out of the total (FSI) permitted / available for carrying out construction in respect of area of land admeasuring 532000 sqmtrs. out of the total area of the Said Entire Land, [on a portion of land out of the Plot No. R-1/3] the proportionate undivided area of land for the said First Phase of the Serenity

Cluster is admeasuring 38725.26 sqmtrs. (Inclusive of the proportionate area of open space) out of the total area of the Plot No. R-1/3, out of the area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs.

The Promoter has commenced construction of the said scheme in phases / different clusters on the Said Entire Land. Considering the fact that construction of the buildings will be done in phase wise manner / different clusters and considering the period for completion of all proposed phases / clusters to be constructed on the Said Entire Land, it is likely that there will be change in DC rules and regulations, specifically regarding FSI/TDR potential. The Promoter specifically informs the Allottee and reserves its right to utilise all such future FSI/TDR or potential under any name of the Said Entire Land, for construction of the buildings / and or future phases/ and or clusters. The Promoter also reserves its rights to revise the plans accordingly for better utilisation of such proposed potential.

AND WHEREAS the Comprehensive Development Control and Promotion Regulations-2022 (“CDCPR”) have been published and are proposed to be made applicable within the areas notified within the MIDC.

AND WHEREAS the Promoter has now decided to carryout construction of the cluster known as “**SHIMMER**” on an undivided portion of land admeasuring **8828.82 sq.mtrs.** out of the total area of Plot bearing Plot No. R-1/1A totally admeasuring 28828.82 sqmtrs. out of the larger area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs. by utilizing the maximum permitted FSI/TDR/paid FSI/ premium FSI and any other FSI/TDR by whatever named called under the provisions on the CDCPR.

AND WHEREAS the building known as Building No. A1 (Consists 3 Wings i.e. A, B and C) having 3 (three) Parking Floors plus Ground Floor and 20 (Twenty) Upper Floors is proposed to be constructed in the Cluster Shimmer. The Said Building No. A1 shall have common recreational amenities on the Ground, 1st, 19th and 20th Floor of the proposed building.

AND WHEREAS the building plan of the Cluster Shimmer is approved by the Maharashtra Industrial Development Corporation vide permission / Commencement Certificate No. E.E. (IT) / P63071 /of 2023 Dated 14/08/2023 and the plans of the cluster Shimmer will be revised by the Promoter from time to time.

AND WHEREAS the Promoter is now decided to carry out the construction of the said building No. A1 (Consisting of Three Wings i.e. A, B and C) in the Cluster Shimmer by utilising FSI admeasuring 43687.50 **sqmtrs.** in accordance with the provision of CDCPR (Hereinafter called as “**the Said Building Project**” / or “**the Said Project**” for the sake of convenience) out of the maximum permitted total FSI in respect of Plot No. R-1/1A totally admeasuring 28828.82 sqmtrs. out of the larger area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs. The proportionate undivided area of land for Cluster Shimmer is admeasuring **8828.82** sqmtrs. out of the total area of the Plot No. R-1/1A totally admeasuring 28828.82 sqmtrs. (which portion of land admeasuring **8828.82** sqmtrs. out of the total area of the Plot No. R-1/1A is more particularly described in the **Schedule – IE** written hereunder and is hereinafter referred to or called as “**The Said Property**” for the sake of brevity and convenience i.e. the Project Land). The Promoter has already commenced the construction of

the Said Building Project in accordance with the approved building plans.

The Promoter reserves its rights to develop the remaining area out of the Said Entire Land as may be deemed fit and proper by the Promoter as per the building plans which may be hereafter approved by the Maharashtra Industrial Development Corporation (MIDC) from time to time as a separate and independent building project by utilizing the entire available and future FSI/TDR of the Said Entire Land as disclosed herein.

The Promoter has commenced construction of project in phases on the Said Entire Land. Considering the fact that construction of the buildings will be done in phase wise manner and considering the period for completion of all proposed phases to be constructed on the Said Entire Land, it is likely that there will be change in DC and regulations, specifically regarding FSI/TDR potential. The Promoter specifically informs the Allottee and reserves its right to utilise all such future FSI/TDR or potential under any name of the Said Entire Land, for construction of the buildings in future phases in the Said Scheme. The Promoter also reserves its rights to revise the plans accordingly for better utilization of such proposed potential.

The Promoter has registered the Said building Project proposed to be developed on the Said Property with the Real Estate Regulatory Authority, Maharashtra State, under the provisions of The Real Estate (Regulation and Development) Act, 2016 vide registration Certificate No.____dated____. The Copy of the said Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as Annexure – “F”.

The Allottees herein demanded from the Promoter, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Entire Land, the said scheme i.e. MEGAPOLIS and the Said Building Project situated therein, and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter, including the disclosure as to future/ proposed potential of the Said Entire Land and right of the Promoter thereof and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (“**MOFA**”), Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) along with the rules and regulations formulated thereof;

S) The copy of the Commencement Certificate/Sanction of layout/ building plan issued by MIDC, the copy of Title Report issued by the Advocate of the Promoter, in respect of the Said Entire Land which includes the Said Property and the copy of the plan of the flat agreed to be purchased by the Allottee/s and approved by the Maharashtra Industrial Development Corporation (MIDC) have been annexed hereto & marked as **Annexure "C-1, D, A and D"** respectively.

AND WHEREAS after the Allottee's enquiry, the Promoter requested the Allottee/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the Said Entire Land / the Said Property which is a part and parcel of the Said Entire Land and therefore, agreed to purchase the Flat No.____ situated on the____floor in the building No. __ in the said building project in the Cluster known as “Shimmer” in the said

scheme - known as Megapolis. The Carpet Area of the Said Flat is _____ squaremeters. The said flat is more particularly described in **Schedule 1F** annexed hereto and hereinafter for the sake of brevity and convenience referred to as "**THE SAID FLAT**";

[Explanation – "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, exclusive dry balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.]

In addition to the above mentioned carpet area of the Said Flat, an exclusive Balcony admeasuring ____ Sq.mtrs. and an exclusive dry balcony admeasuring ____Sq.mtrs appurtenant to the said Apartment for exclusive use of the Allottee / Purchaser herein.

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/is in respect of Flats / units / tenements/ Buildings/premises etc, in the Said Building Project. The Allottee is also fully aware of the fact that save and except the Said Building Project, the construction whereof is presently in progress, the said Scheme of development of the Said Entire Land / remaining area out of the Said Entire Land (i.e. the development / construction of the other buildings in the said scheme / in different clusters / phases as mentioned above) is subject to change and / or modification, as may be deemed fit and proper by the Promoter as well as the sanctioning authority and the Purchaser has /have no objection to the same.

Relying on the representation, declaration and the assurance from the Allottee about his/her/their satisfaction of marketable title and authority of the Promoter to develop the Said Property, and that the Allottee, having fully understood all the disclosures made by the Promoter, the Promoter herein agrees to sell and the Allottee/s herein agrees to purchase the Flat No. _____ having Carpet Area admeasuring _____ square meters situated on the _____ floor in the building No. _____ alongwith exclusive rights to use a covered car parking space bearing no. _____ admeasuring 2.3 meters X 4.5 meters situated in / on the _____ floor in the Said Building Project in the cluster known as "Shimmer" in the scheme known as "**MEGAPOLIS**" and which flat is as described in the **Schedule 1F** annexed hereto, (hereinafter referred to as "the said flat") at or for the total consideration of Rs. /- (Rupees only)

The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Promoter a sum of Rs. /- (Rupees only) being the earnest money / the part payment of the sale consideration towards the sale of the said flat and receipt whereof the Promoter doth hereby admit and acknowledge and the Purchaser has agreed to pay the balance amount of the consideration in the manner appearing hereinafter.

Under section 13 of The Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written agreement for sale of the said Flat in favour of the Allottee / the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act 1908. The Flat Purchaser shall present this Agreement as well as the assignment / conveyance of the leasehold rights of the Said Entire land / any portion/s thereof 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.

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

1) The parties hereto agree and confirm that the term Said Entire Land referred in this Agreement anywhere agreed and admitted to mean and include:

i. All the piece or parcels of lands known as Plot No. R-1/1 admeasuring 196862.71 Sq.mtrs., Plot No. R-1/2 admeasuring 292830 Sq.mtrs., Plot No. R- 1/3 admeasuring 51845.77 Sq.mtrs. and Plot No. R-1/4 admeasuring 18462 Sq.mtrs. in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune more particularly described in the **Schedule – IA to ID** written hereunder together with the leasehold rights of the Promoter in respect of the Said Entire Land along with the rights to use and utilize present and future F.S.I. / FAR available against the Said Entire land and to use the same elsewhere and use and load the Transferable Development Rights upon the Said Entire land and along with the rights to use and utilise the increased / additional F. S. I. available in respect of the Said Entire land as and when the same becomes available due to change in rules, new policies or otherwise.

2) The parties hereto agree and confirm that the term Said Property referred in this Agreement anywhere agreed and admitted to mean and include:

i. All that pieces and parcels of the (proportionate) physical undivided portion of land admeasuring 8828.82 Sq.mtrs. out of the total area of the Plot No. R-1/1A admeasuring 28828.82 Sq.mtrs. out of the larger area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs. out of the total area of the Said Entire Land and which is more particularly described in **Schedule - IE** written hereunder whereupon the said building project is being developed together with the leasehold rights of the Promoter in respect of the Said Property.

(3) “The Said Building Project” means the proposed the building known as Building No. A1 (Consisting of 3 Wings i.e. A, B and C) having 3 (three) Parking Floors plus Ground Floor and 20 (Twenty) Upper Floors is proposed to be constructed in the Cluster Shimmer The Said Building No. A1 shall have common recreational amenities on the Ground, 1st, 19th and 20th Floor of the proposed building in the Said Scheme known as Megapolis to be constructed on the Said Property described in the Schedule – IE written hereunder by utilising FSI admeasuring **43687.50 sqmtrs.** out of the total permissible FSI of the Plot No. R-1/1A admeasuring 28828.82 Sq.mtrs. in accordance with the provisions of the proposed CDCPR out of the total area of the Said Entire Land as per the plans approved by the Maharashtra Industrial Development Corporation (MIDC).

(4) “Carpet Area” shall mean the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the Allottee / purchaser, exclusive dry balcony appurtenant to the said flat for exclusive use of the Allottee/ purchaser, but includes the area covered by the internal partition walls of the said flat.]

(5) “Covered parking space” means an enclosed or covered area as approved by the Maharashtra Industrial Development Corporation (MIDC) as per the applicable Development Control Regulations for parking of vehicles of the Purchasers which may be in basements and/or stilt and/or podium;

(6) “FSI “or” Floor Space Index” shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;

(7) Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the sanctioned layout / building plan of the Said Entire Land which is sanctioned by the Maharashtra Industrial Development Corporation (MIDC).

(8) The Amenity Space / Amenity Area means the area of land admeasuring 28000 Sq.mtrs. (in words twenty eight thousand square meters) being the area under Amenity area/ Space in respect of the Said Entire Land.

i. Common Amenities includes the Purchaser’s right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to the Said Entire Land, as per the plans sanctioned by the MIDC, right to use staircase, common passage etc.

ii. Right to use the Club House (i.e. the Common Club House and the in the Cluster Shimmer. However subject to the norms / rules and charges as may be framed by the Promoter/the Society from time to time and right to use the land appurtenant to the building in which the flat is located.

iii. Internal Roads and Pathways, which are provided in the approved layout / building plan of the Said Entire Land.

The List of Common Areas and Common facilities is mentioned in **Schedule – II** written hereunder

(9) The body / apex body means one or more Body or Bodies or the federation of societies which may / will be formed of the Co-operative Housing Society/ies of the different buildings / phase wise / cluster wise societies in the different building/s and all also includes such a Apex Body / Federation of all the societies of all the bodies/individual societies of the buildings that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the different buildings / different Clusters / phase wise building/s which are and will be constructed upon any portions of the land out of the Said Entire Land.

(10) Said property means rights of the Promoters in the Said Property and ownership rights in the buildings, which will be constructed upon the Said Property.

2. The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase from the

Promoter the Flat bearing No. having Carpet Area admeasuring _____ square meters Situated on the _____ floor in the building No _____ alongwith exclusive rights to use a covered car parking space bearing no. _____ admeasuring 2.3 meters X 4.5 meters situated in / on the _____ floor in the said building project in the Cluster "Shimmer" in the said Scheme known as "Megapolis" and which flat is as described in the **Schedule 1F** annexed hereto, (hereinafter referred to as "the said flat") at or for the total consideration of Rs. _____/- (Rupees _____ only) which includes the proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities appurtenant to the said flat are more particularly described in the **Schedule - II** written hereunder, but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "**Annexure-E**" annexed hereto. The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.

2a) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / the Purchaser 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/s, which shall only be applicable on subsequent payments.

2b) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The Total Aggregate Consideration payable for SUCH DIFFERENCE IN the carpet 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/s within forty-five days with annual interest at the rate specified in the Rules formulated under the RERA 2016, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area within the defined limit allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule mentioned herein below and in any event before handing over the possession of the Said Flat to the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

2c) The Purchaser 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 undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2d) The Purchaser/s has/have paid Rs. _____/- (Rupees __ only) 10% being the earnest money / part payment / considering the advance stage of construction unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Promoter, the balance amount of the agreed consideration of the purchase price of Rs. _/- (Rupees __ only) to the Promoter in the following manner:-

Amount (Rs.)	Percentage (%)	Particulars
Rs. _____	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 3 rd slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 4 th Slab (Plinth) of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 6 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 9 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 12 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 15 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 18 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 21 st slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Last slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Gypsum Plaster, Tiling and Kitchen Platform of the said Flat
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Staircase, Lobbies (Gypsum Plaster and Tiling), upto the Floor

		Level of the Said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the External Plumbing, Elevation, Terraces with Waterproofing of the building or wing in which the said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Internal Doors, Windows, Painting upto the Floor Level in which the said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Lifts, Water Pumps, Electro, Mechanical and Environment Requirements, Entrance Lobby/s, Plinth Protection, Paving Areas of appertain and other requirements as may be prescribed in the Agreement for Sale of the building or wing in which the said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the electrical and Sanitary fittings, delivery of possession of the said Flat
Total Rs. _____	100%	Total Consideration

2e) 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 while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, 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, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2f) Provided the Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

3) It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said

installment provided the amount does not exceed the threshold provided under the RERA and the rules provided there under.

3a) The Promoter may complete the remaining buildings in the phase wise manner in the said Scheme – Megapolis and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same. The Promoter and/or his Agents or Contractors shall be entitled to carry on the construction of the remaining buildings in the phase wise manner in the said Scheme – Megapolis and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

3b) The Promoter shall address a demand letter to the Purchaser/s by dispatching the intimation by email to the Purchaser/s on the email ID provided by the Purchaser with a copy under Courier with POD OR RPAD requesting payment of the requisite installment(s) and or other amounts due under this Agreement and the Purchaser/s shall be obliged to make payment of the outstanding amount within a period of seven days from the dated of such demand letter / demand notice issued by the Promoter. The timely payment of the above amounts to be paid by the Purchaser/s to the Promoter as agreed to above, shall be the essence of the contract.

3c) It is hereby agreed that the time for payment as specified above being the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement.

3d) In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoter available as per the terms and conditions hereof and the statutes.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deducting 5% (five percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

3f) In the event the Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind

the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

In case refund for the amounts paid such as Stamp Duty, Registration Fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

3g) The standard fixtures, fittings and the amenities to be provided by the Promoter in the said Flat or to the said building are described in **Annexure-E** hereto, and the Purchaser/s shall not be entitled to any extras.

3h) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with and sell the Said Flat to any other prospective buyers and thereafter refund the amount paid by the Purchaser within a period of thirty days from the date of sale of the said flat.

4) The Promoter hereby declares that as per the as per the proposed CDCPR for the Maharashtra Industrial Development Corporation (MIDC) the permissible FSI in respect of the Plot No. R-1/1A admeasuring 28828.82 sqmtrs. out of the Said Entire land described in the Schedule – I written hereunder is **138378.33 Sq.mtrs.** The Promoter also reserves its rights to revise the plans of the Said Entire Land accordingly for better utilisation of such proposed potential.

The Allottee has agreed to purchase the said flat based on the proposed construction and sale of flats to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

5a) Promoter hereby declares that no part of the said Floor Space Index has been utilised by the Promoter elsewhere for any purpose whatsoever.

5b) The Promoter, declare that he is entitled to get the Plans revised and modified from MIDC for utilization of the maximum permitted FSI / TDR or any residual, additional FSI / TDR made available from time to time for construction in future phases of the said scheme.

The Purchaser/s hereby further give/s and accord/s his / her / their consent for the Plans to be revised and modified from the MIDC for utilization of the maximum permitted FSI / TDR or any residual, additional FSI / TDR made available from time to time for construction in future phases of the said scheme.

Provided, however, that the Promoter shall have to obtain prior consent in writing of at least two-thirds of the allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee of the said project, except any alteration or addition required by any Government authorities or due to change in law.

5c) The Purchaser/s and/or the ultimate common organization of the Purchaser/s shall not

take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

6a) The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

6b) In case of default/failure on the part of the Promoter to deliver the possession of the said flat to the purchaser within the agreed time period, then in such an event, the Purchaser shall be entitled to terminate this agreement and demand the refund the amount of consideration till then paid to the Promoter along with interest at State Bank of India highest Marginal Cost of Lending Rate + 2% from the date of payment/s thereof. On such termination, the Allottee shall execute and register a Deed of Cancellation in favor of Promoter thereby setting out that the Allottee shall have no further rights, title or interest of whatsoever nature in the said Unit and the Promoter shall simultaneously refund to the Allottee the amounts paid by the Purchaser alongwith the interest thereon calculated as mentioned hereinabove.

6c) If the Promoter fails to abide by the time schedule and does not hand over possession of the said Flat to the Purchaser/s on the date as mentioned hereinabove and the Purchaser/s decides not to terminate this Agreement, then the Promoter shall be liable to pay interest at the State Bank of India highest Marginal Cost of Lending Rate + 2% on all the amounts paid by the Allottee for every month of delay, till the handing over of possession by the Promoter to the Allottee/s. In such case, where the Allottee has agreed accept the interest amount towards delay in possession he cannot alternatively approach any competent authority for the same reason.

6d) The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Purchaser/s making all the necessary payment as per the present Agreement, shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said flat to the Purchaser/s. The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Flat for use and occupation. From the 8th (eighth) day from the receipt of such letter from the Promoter, the Purchaser/s shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Promoter shall be further entitled to recover the cost of maintaining the said Flat from the date of expiry of the period of seven days as specified in the Promoter's Notice upto the date the Purchaser/s takes actual possession of the said Flat.

6e) At the time of delivery of possession of the said Flat, the Purchaser/s shall also execute such other documents such as possession receipt, indemnity, declaration etc. as might be required by the Promoter.

6f) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure E annexed hereto and if within a period of 5 (Five) year from the date of handing over the said Flat to the Purchaser/s (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Flat is ready to be handed over to him/her/it/them), the Purchaser/s brings to the notice of the Promoter any defect in the said flat or building or the material used therein, wherever possible such defects shall be rectified by the Promoter at its own costs and in case if it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA2016.

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

6) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

A) The Promoter hereby represents and warrants to the Allottee as follows:

i. The Promoter has clear and marketable leasehold rights and interest with respect to the Said Entire Land including the Said Property i.e. the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to assign, convey, transfer and vest the Leasehold rights of the Said property unto the said Society or Body or leasehold rights of the Said Entire Land or any portion thereof to the Apex Body / one or more societies / or the Federation of the Co-operative Societies of all the buildings constructed on the Said Entire Land with such Leasehold interest on the execution of the final transfer deeds of the said project land and/or the building;

- iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Said Entire land or any portion thereof) 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.

7 RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE:

- i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the said entire land and shall be entitled to construct any additional buildings and structures on the said entire land in accordance with the sanctions and approvals obtained from the local authorities inter alia the MIDC from time to time and by consuming the said entire Development Potential of the said entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having

satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as *Megapolis* and to carry out any alteration, variation, amendment and modifications thereof and in the layout/building plans and specifications thereof and for making construction, as may be deemed necessary by Promoter without any dispute, protest or objection from the Purchaser/s. The Purchaser/s, either as Purchaser/s in respect of the said Flat or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the Said Entire Land and/or making and effecting construction on the said entire Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc.

ii. From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society / apex body is formed and the Said Property/the Said Entire Land and building/s transferred to it, the Purchaser/s shall pay to the Promoter and / or any other third party / person /company/organization appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined from time to time by the Promoter towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the provisional contribution towards quarterly maintenance expenses/towards the said outgoings for an initial period of 24 months by advance post dated cheques to the Promoter at the time of taking possession of the said flat at the rate of Rs. __/- (Rupees __Only) per month. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said flat and the said property as may be levied from time to time by the concerned authorities. The provisional monthly contribution towards maintenance will be revised/ determined by the Promoter from time to time. The Purchaser agrees to pay such provisional monthly contribution towards the maintenance expenses as may be determined by the Promoter from time to time. The Purchaser hereby agree that out of the said provisional contribution towards the maintenance paid by the Purchaser, seventy percent (70%) shall be used towards the maintenance expenses incurred in respect of the common areas (i.e. Housekeeping Charges of the Common Areas of the Building and Internal Roads, Maintenance/AMC and Electricity Charges of Lifts, Street Lights, Staircase, Common Lobbies, Passages, Cost of Water Supply, Maintenance / AMC of CCTV System, Security Charges or any administrative charges pertaining to the building / the cluster, wherein the said flat is situated and the remaining thirty percent (30%) shall be used towards the maintenance expenses incurred in respect of the common installations / common areas (Housekeeping & Electricity charges against Club House Complex including Gym and Play Equipment, Operation/Maintenance & Electricity Charges of STP, WTP, OWC, DG sets including pump rooms, Garden, Security Charges belonging to these common facilities etc. of the larger layout in respect of the said entire Land / the said scheme. Maintenance charges will be collected under 2

different heads of Account i.e. 1st for 70% Contribution and 2nd for 30% contribution. Users' right on 70% collection head will be given to society at the time of Handing Over and the users' right on 30% collection head will remain with Developer only till the formation of Apex Body / Federation. Once Apex Body / Federation is formed, developer will hand over the users' right of this account to the Apex Body / Federation, accordingly.

iii. The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

8) The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body to be formed shall be a Apex Body / Federation of Co-operative Housing Societies of all the societies of different phases / buildings / clusters constructed on the Said Entire Land. One or more Co-operative Housing Society of the said scheme i.e. Mega polis will be formed by the Promoter. On the Promoter allotting/accepting booking of 51% of the total units in the said Project the Promoter shall form Co-operative Housing Society of the said building project.

8a) The Promoter shall within Three Months of allotting 51% of the total units form Co-operative Housing Society/ies in the said Project.

8b) The Purchaser/s along with other purchasers of Flats in the building/s shall join in forming and registering the Co-operative Housing Society/ apex body / federation of all the societies constructed on the Said Entire land to be formed and registered by the Promoter in their absolute discretion, and shall file from time to time and execute the applications for registration and / or membership and other papers and documents necessary for the formation and the registration of the Society/and for becoming a member/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, unless it is required by the Registrar or any other Competent Authority.

9. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows for the said Flat and also for the building in which the said Flat is situated :-

a) To maintain the Flat at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules regulations or bye- laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b) Not to store in the Flat / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of

the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their own costs all the internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside color scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society as the case may be.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property and the building in which the said Flat is situated.

g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government in respect of the said flat.

h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose. The Purchaser agrees and undertakes to maintain and ensure the operations of the common facilities of the said building project, the common assets of the said building project by contributing required charges for same and as well as agree to contribute the charges to upkeep and to maintain and ensure the operations of the common facilities and common assets provided for the entire Scheme i.e. Megapolis such as STP and other facilities

even after taking over from the Promoter.

i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Promoter and obtaining prior written permission from the Promoter for the same.

j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / apex body / federation of all the societies developed on the said entire land regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which the said Flat is situated and deed of assignment / conveyance of the leasehold rights of the Said Entire Land is executed, the Purchaser/s shall not object the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the said property/building/Flat even after the Purchaser/s is/are put into possession of the said Flat, during the statutory defect liability period.

l) Before assignment of rights acquired by purchaser under this agreement, Purchaser shall obtain No Objection certificate from Maharashtra Industrial Development Corporation (MIDC) as contemplated in clause No.2 [r] of the aforesaid lease deed dt.30/8/2007 executed between Maharashtra Industrial Development Corporation and Promoter and shall pay transfer charges which will be levied by Maharashtra Industrial Development Corporation (MIDC).

m) The Purchaser shall not do any act or omit to do any act by which terms and conditions of the aforesaid lease deed dt.30/8/2007 executed between Maharashtra Industrial Development Corporation (MIDC) and Promoter will be violated.

n) The Purchaser will not be entitled to sell or alienate the Parking to any other third person as a separate unit or property in exclusion to the sale/alienation of the Said Flat.

10) Promoter hereby declares that Promoter is going to develop Said Entire Land in phase wise manner / in different clusters as stated hereinabove by obtaining the respective sanctions and permissions / approvals for the development of respective phase / cluster / respective separate building project on the Said Entire Land and the Said Property.

10a) The Promoter herein has obtained sanction of the building/s plan/s to be or constructed

on the said property and the Promoter herein shall construct the said building/s on the said property in accordance with the plans, designs, specifications, revised plans approved by the MIDC and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by MIDC.

10b) The Promoter hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

10c) The Promoter hereby agrees that before handing over possession of the said Flat to the Purchaser/s, and in any event, before execution of deed of assignment / conveyance of the Leasehold Rights of the Said Entire Land / the said property and ownership rights of the construction carried out on the said property in favour of the Society/the Apex body, Promoter shall make full and true disclosure of the nature of the title of the said property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all the encumbrances, so as to enable it to convey, to the said Society/apex body / federation of co- operative societies such absolute clear and marketable leasehold rights in the Said Entire Land / any portion thereof including the said property and buildings constructed upon it. Before execution of this agreement the Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter to enter into this agreement.

11) The Promoter alone shall have full rights of disposal/ alienation / transfer of Flats / tenements / construction resulting from the said residual / additional F. S. I. and for FAR and the Purchasers/Acquirers of the said Flats / tenements etc. shall be entitled to get membership and admission into the Society, upon the necessary instruction/nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye- laws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project.

13) The Purchaser/s is/are aware that the common layout / building plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by MIDC and as such F. S. I. that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub- divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion. However the final Deed of Assignment / conveyance of the leasehold rights

and interest of the Said Entire Land or any portion thereof / the Said Property in favour of the apex body / or either in favour of different societies / of the clusters constructed on the Said Entire Land will clearly state and clarify the area of the undivided portion of physical land corresponding to and proportionate to the FSI utilized for construction of the respective building/society/ies which will be conveyed to such apex body / or either in favour of different societies constructed on the Said Entire Land at the sole discretion of the Promoter.

13a) The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the said property, and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

13b) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat etc. in the said cluster – Shimmer or the said Scheme 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 in the said property.

13c) The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is impartible and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said Flat in favour of the Purchaser/s.

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and. building/s that may be notified for set back / reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance of the leasehold rights of the Said Entire Land or any portion/s thereof in favour of the proposed Society/ one or more societies or /the apex body/ the federation of the cooperative societies of all the buildings constructed on the Said Entire Land.

14) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter shall be constructing buildings on the said Entire Land in phases / different clusters and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner.

14a) The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the said property.

14b) The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed of the

Leasehold rights of the Said Entire Land represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of, Road, Water, Building Tax Assessment, Government & Semi-Government, M.S.D.E.D.C.L, MIDC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

15) It is agreed that for convenience administrative or otherwise, the Promoter shall be at liberty or entitled to:

a. Promoter shall have option to form one or more than one separate co- operative society for each building for maintenance of buildings and open spaces allocated for the building/s constructed on the Said Entire Land.

b. Promoter has option to form Apex Body of all the Flat Purchasers of the Said Entire Land including the Said Property by forming Federation of all the co-operative societies of each building/s. It is specifically agreed by the Purchaser that if the Promoter has decided to form one or more co-operative societies, then in that case, decision of the Promoter will be final and binding upon the purchaser.

c. Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.

d. In the event it not possible to form co-operative society for the building, then in that event the Promoter has right to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, sectors or sections comprised in the said property;

16) CONVEYANCE:

Promoter hereby agrees that one or more Deed of Conveyance/s of the respective Structure/s / the respective building/s which are forming the part of the Co-operative Society/ies (excluding the basements and podiums) will be executed by the Promoter in favour of the Co-operative Society of the said project within 3 months from date of receipt of issue of Occupancy Certificate of the Said building Project.

16A) However it is hereby clarified that since the development of the Said Entire Land is going to be carried out in different phases/ cluster wise development therefore one or more Deed of Conveyance of Leasehold Rights / Deed of assignment of the Leasehold Rights in respect of the undivided Land underneath all the buildings /wings / Clusters along with structures of basement and podiums will be executed in favour of the Apex Body or Federation of all the Co-operative societies constructed on the Said Entire Land within a period of 3 months from the date of issue of occupancy certificate to the last of the building or wing in the layout/building plan of the Said Entire Land.

16B) It is specifically agreed and declared that the deed of conveyance of the leasehold rights of the Said Entire land / any portion thereof and the buildings / clusters constructed thereupon, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

i. A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii. A declaration that the Promoter shall have unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighboring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout/building plan.

iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

v. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance /assignment of the leasehold rights of the Said Entire Land as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanction under any other law for the time being in force and premium, if any, payable therefor as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

vi. Provided that, after conveying the leasehold rights of the Said Entire Land / any portion thereof to the association of allottees under section 17 of RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flats, tenements, units, offices, shops, bungalows, plots, and other premises as are permitted to be constructed on the Said Entire Land and to receive the consideration of the units which is still not sold or allotted and shall be allowed to do so by the association of allottees without any restriction or entry of the building and development of common areas.

vii. Provided further that, in such case, the promoter shall be permitted the entry of

premises of the building and common areas

17) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

18) The name of the Project / scheme will be "**MEGAPOLIS**" and the name of the Cluster wherein the Said Flat is situated will be "**SHIMMER**". The Purchaser's Co-operative Society/apex body/ federation as the case may be shall not change, alter or modify the said names without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

19) **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** : After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.

19a) **ASSIGNMENT**: The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Said Building Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained

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

whatsoever.

21. **ENTIRE AGREEMENT:** This Agreement, along with its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat, as the case may be.

22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

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

25. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the flats in the Project.

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

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

Name of Allottee (Allot tee's Address)

Notified Email ID: _____ M/s Promoter name

(Promoter Address)

Notified Email ID:_____

It shall be the duty of the Purchaser 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/s, as the case may be.

28. **JOINT ALLOTTEES:** That in case there are Joint Allottees / Purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

29. **Stamp Duty and Registration:** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.

29A) **Place of Execution:** - The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof. The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars there under. The Allottee shall also accordingly be bound by the same.

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

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

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

32. APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963 OR ANY AMENDMENT THERETO.

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction,

Sale, Management and Transfer) Act, 1963 and rules amendments made there under from time to time.

33. The stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule I Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs. ___ /- (Rupees ___ Only) and registration fees of Rs. ___ /- (Rupees ___ Only). The Purchaser/s hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the deed of conveyance / assignment of the leasehold rights of the Said Entire Land which is to be executed by the Promoter in favour of the Society/Common Organization of the Purchaser/s of the Flats / tenements in the said building project, in which the Purchaser/s will be the member in respect of the said Flat. If additional stamp duty and / or registration fee is required to be paid at any time or at the time of the said conveyance / assignment the same shall be paid by the Purchaser/s only.

Description of the Said Entire Land SCHEDULE – IA

All the piece or parcel of land known as Plot No. R-1/1 admeasuring 196862.71 square meters in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and bounded by red coloured boundary lines on the plan annexed hereto, that is to say :

On or towards the North by : Plot No. 2 & 3

On or towards the South by : MIDC 45.00 Mtr. Road,

On or towards the East by : MIDC 60.00 Mtr. Road,

On or towards the West by : MIDC 45.00 Mtr. Road,

SCHEDULE – IB

All the piece or parcel of land known as Plot No. R-1/2 admeasuring 292830 square meters in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and bounded by red coloured boundary lines on the plan annexed hereto, that is to say :

On or towards the North by	:	MIDC 45.00 Mtr. Road,
On or towards the South by	:	MIDC Boundary,
On or towards the East by	:	MIDC Boundary and 60 Mtr. Road,
On or towards the West by	:	MIDC Road & HSR

SCHEDULE – IC

All the piece or parcel of land known as Plot No. R-1/3 admeasuring 51845.77 square meters in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:

On or towards the North by	:	MIDC Boundary,
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On or towards the South by : Plot No. R-1/2 & Road,
On or towards the East by : MIDC 45 Mtr. Road,
On or towards the West by : MIDC Boundary,

SCHEDULE – ID

All the piece or parcel of land known as Plot No. R-1/4 admeasuring 18462 square meters in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and bounded by red coloured boundary lines on the plan annexed hereto, that is to say :

On or towards the North by : Maan Road,
On or towards the South by : MIDC Land,
On or towards the East by : MIDCLand
On or towards the West by :MIDC Boundary,

SCHEDULE-IE

Description of the Said Property

All that piece and parcels of the undivided portion of land admeasuring 8828.82 Sq.mtrs. out of the total area of the Plot No. R-1/1A admeasuring 28828.82 Sq.mtrs. out of the larger area of the Plot No. R-1/1A, R-1/1C, R-1/2, R-1/3 and R-1/4 totally admeasuring 403866.94 sqmtrs. out of the total area of the Said Entire Land described in the Schedule-I written above and in the Rajiv Gandhi Infotech Park Hinjewadi, within the village limit of Maan and outside the limits of Pimpri Chinchwad Municipal Corporation, Taluka Mulshi, District Pune and delineated by BLUE coloured boundary lines on the plan annexed hereto.

SCHEDULE-IF

Description of the Said Apartment

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

- 1) Flat No. :
- 2) Carpet area : _____ Sq.mtrs.
- 3) Building No. :
- 4) Floor :

In addition to the above carpet area the Said Flat has an exclusive balcony admeasuring Sq.mtrs, exclusive dry balcony admeasuring Sq.mtrs, Appurtenant to the said Flat for the exclusive use of the Allottee / Purchaser herein alongwith exclusive rights to use a covered car parking space bearing no. _____ admeasuring 2.3 meters X 4.5 meters situated in / on the _____ floor.

SCHEDULE-II

COMMON AREAS AND FACILITIES

(a) COMMON AREAS :

1. Open Space shown as open space in the sanctioned layout/building plan, internal roads shown in the sanctioned /building plan of the Said Entire Land.
2. Staircase/s landings of all buildings is for the common use of the occupants and/or the Purchasers in the respective buildings.

(b) COMMON FACILITIES :

2. RCC framework structures of the building/s.
3. Drainage and water line network and STP.
4. Plants and trees planted or to be planted in the open space around the building/s.
5. Electric meters and water meter connected to common lights water connections, pump sets, etc.
6. Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.
7. Overhead water tank and underground water tank shall be common along with the pump set in the respective cluster/building/s.
8. Right to use internal roads, drainage lines, water lines, service lines.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE
Withinnamed PROMOTER
PEGASUS PROPERTIES PVT. LTD. through
Its authorized signatory

SIGN

PHOTO

THUMB

SIGN

THUMB

SIGNED, SEALED AND DELIVERED BY THE
withinnamed Allottee/s / PURCHASER/ s

SIGN

THUMB

In the Presence of:

- 1.
- 2.

ANNEXURE – A

Title Report

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment)

Specifications

Construction	A Class Earthquake Resistance Structure
Flooring or Dado	800 X 800 Vitrified Flooring in Living, Bedrooms, Kitchen and Dining Bathroom Dado Tile till Lintel Level
Wall Finishes	Gypsum Punning on Walls Acrylic Emulsion Paints on Walls
Window	Aluminium Window with Mosquito Nets and invisible Grills Openable Folding Doors with Mosquito Nets in Living Room Balcony

Kitchen	Vitrified 15mm Tile as a Kitchen Top Stainless Still Sink with Drain Board Tiles for Dado upto 2'0" from Kitchen Top Powerplug for Water Purifier, Exhaust Fan and Electrical Point
Door	Entrance Door with Smart Lock Moulded Flush Door for Bedroom and Toilets
VDP	Video Door Phones enabled House
Terraces/Balconies	Glass Railing with Aluminium Handrail for Attached Balconies/Terraces
Electrical	Concealed Copper Wiring in the Entire Flat with ELCB and MCB Modular Electrical Switch and Sockets Home Automation for Lights and Fans Adequate Points for Television, Lights and Fan Provision for Split AC in Living Room , Master and Common Bedroom Provision for Invertor Lighting Arrestor on Top of Tower Solar PV Panel
Plumbing, Bathroom and Toilets	Designer Toilets with Shower Partition Kohler-Toobie Series as CP White Colour branded Ceramic Sanitary Water Meter controlled home Concealed Plumbing Wall Hung Commode with Flush Provision for Boiler and Exhaust in all Toilets Solar Water in Master Toilets
Entrance	Designer Finish Entrance Lobby
Lifts	Modern and Safety Compliance, Automatic Lifts from reputed Make
External Finish	Exterior Grade Texture Paints
Safety	Access Control through App Surveillance through CCTV

Amenities

1.	All covered Parking
2.	Amenities on Top terrace (a) Roof Top Swimming Pool with Kids Pool (b) Gymnasium (c) Indoor Games (d) Multipurpose Hall
3.	Enclosed Space which may be used for: Crèche and Digital Gaming Zone
4.	Open Space which may be used for: Party Lawn, Lounge Space, Open Sit-Out, Barbeque Counter, Hammock Garden

5.	Amenities on Ground Floor (a) Toddler Play Area (b) Kids Play Area
6.	Amenities on 1 st Floor (a) Reflexology Park (b) Jogging Track (c) Planter with Sitting Area (d) Meditation Desk
7.	Services which are included (a) Transformer Room (b) DG Sets Backup for Common Lighting and Pumping (c) Under Ground Tank (d) Sewage Treatment Plant with Recycling of Treated Water for Garden and Flushing (e) Kitchen Waste Converter (f) Solar Treated Water in master Toilets (g) Solar Generated Power for Common Lighting (Part)
Note – Shimmer Project consist of 3 Wings and to be developed in phase wise manner. Amenities of this Project will also developed in parts considering site constraints / situations. All the amenities shall be completed and made operational alongwith final completion of all building and overall development of project.	

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)