

BOOKING LETTER

Date : ____ / ____ / ____

Project Name : _____

From :

1) Applicant – 1

Name of Allotte : _____

Designated e-mail id : _____

Contact No. : _____

Date of Birth : _____

Occupation : _____ **PAN No. :** _____

Aadhaar No. : _____

2) Applicant – 2

Name of Allotte : _____

Designated e-mail id : _____

Contact No. : _____

Date of Birth : _____

Occupation : _____ **PAN No. :** _____

Aadhaar No. : _____

Permanent Address in details (this will appear in agreement)

Correspondence address in details (For future communication)

Booking Source : _____

Broker Name : _____ **Contact No. :** _____

Company Name : _____ **RERA Reg. No. :** _____

To,

M/s. (Name of Promoter) : _____

Subject : Flat No. _____ Building / Wing No. : _____ of proposed building/wing known as “ _____ ” phase _____ of the said project situated at _____ .

Dear Sir/Madam,

I intend to purchase from you the above referred flat. My/Our offer is as under :

S. No.	Particulars	
1.	Flat No. : _____ Building / Wing No. : _____ Carpet Area (in sq. mtrs.) : _____ Floor : _____ In the scheme know as “ _____ ” Situated at : _____	
2	Agreement Cost	
3	Parking Cost	
4	Stamp Duty	
5	Registration Charges	
6	GST	
7	Total	

* Taxes, Maintenance expenses / corpus as applicable will be charges extra. Any changes / revision by the Govt. would be charge accordingly.

Payment required on signing / booking :

- 1) Cheque for signing /booking amount : Rs.
- 2) Cheque for GST : Rs.
- 3) Online payment of TDS : Rs.
- 4) Online payment of Stamp duty & Registration charges : Rs.

I / We are depositing herewith the amount of Rs. _____/- vide cheque / online transfer no. _____ date - _____ drawn on _____ Branch with this application as an application money. (Pls note amount should not be more than 10% of apartment cost). We understand that the Allotment / Agreement and / or booking of the _____ shall only be by the execution of agreement and passing of the receipt of the application money does not amount of the Allotment / Agreement of the said Flat/Unit. The entire discretion to reject this application without any reasonable cause remains with M/s. _____ (Name of Promoter / Developer).

If my offer is accepted by you. I/We shall get the Agreement in respect of the said apartment executed and registered from you within a period of 30 days from the date hereof. In such event the deposit amount paid as above shall be adjusted towards the total purchase price of the said apartment.

However, in the event you reject my/our offer or I/we fail to get the said Agreement executed and registered within the stipulated period then you are entitled to sell/allot the said flat to any third person without taking any prior consent from me/us. In such event you will be entitled to refund the said amount without interest after deducting there from costs incurred by you, by issuing a cheque of the said amount in my name. After the stipulated period of 30 days I / We will not be entitled to make any claim in the aforesaid Flat No. _____. My Bank Account No. is _____ and Bank is thereby authorize you to deposit my deposit refund to my above account.

The submission of this offer letter does not create my/our rights or interests in any way in the said unit stated above. We shall have no claim against you _____ in case my/our offer stated herein has not been accepted by, you except to the extent of the refund of the amount paid to you for the purpose of booking.

Thanking You,

Customer

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE MADE ON THIS _____ DAY OF _____,
2017, AT PUNE, BETWEEN;**

**M/S. NIRMAN HOMES, PAN NO. : AAAAN5785E
A JOINT VENTURE CONSISTING OF**

**I. M/S. NIRMAN REALTY, A PARTNERSHIP FIRM
HAVING IT'S OFFICE AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004**

THROUGH IT'S PARTNERS:

**1. MR. SANDEEP BALKRISHNADAS MAHESHWARI,
AGE : ADULT, OCC: BUSINESS,**

**2. MR. SHASHIKANT RAJARAM SULE,
AGE : ADULT, OCC: BUSINESS,**

**BOTH HAVING ADDRESS AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004.**

**II. 1. MR. SHASHIKANT RAJARAM SULE,
AGE : ADULT, OCC: BUSINESS,,**

**2. MR. SANDEEP BALKRISHNADAS MAHESHWARI
AGE : ADULT, OCC: BUSINESS,,
NO. 1 AND 2 HAVING ADDRESS AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004.**

**3. MRS. RUCHA PATIL
AGE : ADULT, OCC: BUSINESS,
HAVING ADDRESS AT : D – 601, ROHAN TAPOVAN,
SHIVAJI NAGAR, BHAMBURDA, PUNE – 411016.**

THROUGH THEIR LAWFULLY CONSTITUTED ATTORNEY

**M/S. NIRMAN HOMES, through
MR. SANDEEP BALKRISHNADAS MAHESHWARI
AGE : ADULT, OCC : BUSINESS,
HAVING ADDRESS AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004**

Hereinafter referred to as **"THE DEVELOPER" and/ or "THE PROMOTER"** (which expression unless repugnant to the context or meaning thereof, shall mean and include the firm, it's present partners, the persons who may be admitted as partners in future and the executors, administrators, transferees and assigns)..... **THE PARTY OF THE FIRST PART.**

AND

1. Mr. (First Applicant)

Age : __Years, Occ : _____, Pan No. : _____

2. Mrs. (Second Applicant)

Age : _____ Years, Occ : _____, Pan No. : _____

Current Address : _____,
_____,

Having Email Address : _____

Hereinafter jointly and together referred to as "**THE PURCHASER/S**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns) ... **THE PARTY OF THE SECOND PART.**

AND

1. MR. PRAVIN KISAN PARGE,

AGE: ADULT, OCC: AGRICULTURIST,

2. MR. SHIVAJI NANASO PARGE,

AGE : ADULT, OCC: AGRICULTURIST,

3. MR. BALASO DATTARAYA PARGE,

AGE : ADULT, OCC: AGRICULTURIST,

4. MR. TANAJI NANASO PARGE

AGE : ADULT, OCC: AGRICULTURIST,

NOS. 1 TO 4 RESIDING AT: DHONJE, TALUKA HAVELI,
DISTRICT PUNE.

5. MR. SHIVAJI DNYANOBA KUTE,

AGE : ADULT, OCC AGRICULTURIST,

RESIDING AT: PHURSUNGI, TALUKA HAVELI, DISTRICT PUNE

6. MR. DNYANOBA LAXMAN KUTE,
AGE : ADULT, OCC: AGRICULTURIST,
RESIDING AT: PHURSUNGI, TALUKA HAVELI, DISTRICT PUNE

7. MR. MADHUKAR SHANKAR JAWALKAR,
AGE : ADULT, OCC: AGRICULTURIST,
RESIDING AT: KHANAPUR, TALUKA HAVELI, DISTRICT PUNE

8. MR. SHANKAR SANTU JAWALKAR.
AGE : ADULT, OCC: AGRICULTURIST,
RESIDING AT: KHANAPUR, TALUKA HAVELI, DISTRICT PUNE

9. SMT. ANJANIBAI DNYANOBA MATE,
AGE : ADULT, OCC: HOUSEWIFE
RESIDING AT: KHADAKWASALA, TAL. HAVELI, DISTRICT PUNE

10. SMT. ANUSUYA GULABRAO BHANGE,
AGE : ADULT, OCC : HOUSEWIFE
RESIDING AT: JAMBHULWADI, TAL. HAVELI, DISTRICT PUNE.

11. MR. TUKARAM A. MEMANE,
AGE : ADULT, OCC: AGRICULTURIST
RESIDING AT: NARHE, TAL. HAVELI, DISTRICT PUNE

12. MR. VITTHAL BABURAO MEMANE,
AGE : ADULT, OCC: AGRICULTURIST
RESIDING AT: JAMBHULWADI, TAL. HAVELI, DISTRICT PUNE.

NOS. 1 TO 12 THROUGH THEIR POWER OF ATTORNEY HOLDER
M/S. NIRMAN REALTY, A PARTNERSHIP FIRM
HAVING IT'S OFFICE AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004

THROUGH IT'S PARTNERS:

MR. SANDEEP BALKRISHNADAS MAHESHWARI,
AGE : ADULT, OCC : BUSINESS,

13. MRS. SHASHIKALA BHAGWAN KIRVE,
AGE : ADULT, OCC: HOUSEWIFE
RESIDING AT: 878/94, GOKHALE NAGAR, PUNE - 411016.

14. MR. CHHAGANRAO M. UNAWANE,
AGE : ADULT, OCC : RETIRED
RESIDING AT: 36, GURUPRASAD COLONY,
KARVE NAGAR, PUNE - 411052.

15. MR. PRABHAKAR VITTHAL KULKARNI,
AGE : ADULT, OCC: RETIRED
RESIDING AT: FLAT NO. 4, POPULAR NAGAR,
WING B, WARJE, PUNE - 411058.

- 16. MRS. SUSHAMA PRABHAKAR KULKARNI,**
AGE: ADULT, OCC: RETIRED
RESIDING AT: FLAT NO. 4, POPULAR NAGAR,
WING B, WARJE, PUNE - 411058.
- 17. NAYANA CHHAGANRAO UNAWANE ALIAS**
MRS. NAYANA SANDEEP BANGAL,
AGE : ADULT, OCC: SERVICE
RESIDING AT: FLAT NO. 8, ESHAN APARTMENT,
KARVE NAGAR, PUNE - 411052.
- 18. MR. BHALCHANDRA GOVIND SABANE,**
AGE : ADULT, OCC : RETIRED
RESIDING AT: C-3, BLOCK NO. 8,
MANIRATNA COMPLEX, ARANESHWAR,
PARVATI, PUNE - 411009.
- 19. MRS. SHAMALA BHALCHANDRA SABANE,**
AGE : ADULT, OCC : RETIRED
RESIDING AT: C-3, BLOCK NO. 8,
MANIRATNA COMPLEX, ARANESHWAR,
PARVATI, PUNE - 411009.
- 20. MR. MADHAV KRISHNAJI PATHAK,**
AGE : ADULT, OCC : RETIRED
RESIDING AT: 1307, SADASHIV PETH,
NEAR SHIVAJI MANDIR, PUNE - 411030.
- 21. MR. SUDHIR SITARAM KAMBLE,**
AGE : ADULT, OCC: SERVICE
RESIDING AT: FLAT NO. 4, SAIRAM VILLA,
S. NO. 15/2, N.D.A. ROAD, WARJE, PUNE - 411052
- 22. MRS. SHANTA MAHADEO BHOSALE,**
AGE : ADULT, OCC: HOUSEWIFE
RESIDING AT: 3, MANDAKINI APARTMENT,
BHUSARI COLONY, PAUD RAOD, PUNE - 411038
- 23. MRS. SUREKHA ALIAS MANGALA VASUDEO GULWADE,**
AGE : ADULT, OCC : HOUSEWIFE
RESIDING AT: 842/90, GOKHALE NAGAR, PUNE - 411016
- 24. MR. SANJAY DIGAMBER DHANGARE,**
AGE : ADULT, OCC: SERVICE
RESIDING AT: FLAT NO. 7, SIDDHIVINAYAK APARTMENT,
S. NO. 118/2A, WARJE, PUNE - 411052.
- 25. MR. PRAKASH BHASKAR JOSHI,**
AGE : ADULT, OCC: SERVICE
RESIDING AT: GAJANAN KRUPA, S.NO. 2,
VAIVIDHYA NAGARI, KARVENAGAR, PUNE - 411052.

26. MRS. VIMAL RAMCHANDRA LOKHANDE,

AGE : ADULT, OCC : HOUSEWIFE
RESIDING AT : FLAT NO. 8, ABHISHEK COMPLEX,
HAPPY COLONY, KOTHRUD, PUNE - 411038.

27. MR. SADASHIV VENKATESH KHUTALE,

AGE : ADULT, OCC : RETIRED
RESIDING AT : FLAT NO. 8, GANGAJAL APARTMENT,
SHRIMAN SOCIETY, KARVENAGAR, PUNE - 411052.

28. MR. ANIL MADHUKAR WARKAR,

AGE : ADULT, OCC: RETIRED
RESIDING AT: FLAT NO. 10, SNEH APARTMENT,
GALLI NO. 7, DAHANUKAR COLONY, PUNE - 411029.

29. MR. MADAN BALKRISHNA KHEDKAR,

AGE : ADULT, OCC: BUSINESS
RESIDING AT : 830, SHIVSHANKAR WADA,
BHAVANI PETH, PUNE - 411042.

30. MRS. PUSHPA MADAN KHEDKAR,

AGE : ADULT, OCC: HOUSEWIFE
RESIDING AT : 830, SHIVSHANKAR WADA,
BHAVANI PETH, PUNE - 411042.

NOS. 13 TO 30 THROUGH THEIR POWER OF ATTORNEY HOLDER

MR. SANDEEP BALKRISHNADAS MAHESHWARI,

AGE: ADULT, OCC : BUSINESS
HAVING ADDRESS AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004

31. MR. SHASHIKANT RAJARAM SULE,

AGE : ADULT, OCC: BUSINESS

32. MR. RAJENDRA BALASAHEB PATIL,

AGE: ADULT, OCC: BUSINESS

33. MR. SANDEEP BALKRISHNADAS MAHESHWARI,

AGE: ADULT, OCC : BUSINESS

NOS. 31 TO 33 THROUGH THEIR LAWFULLY CONSTITUTED ATTORNEY

M/S. NIRMAN HOMES, through

MR. SANDEEP BALKRISHNADAS MAHESHWARI

AGE : ADULT, OCC: BUSINESS,
HAVING ADDRESS AT: OFFICE NO. 205,
CITY CENTER, KARVE ROAD, PUNE - 411004

Hereinafter jointly and together referred to as "**CONSENTING PARTY**" (which expression unless repugnant to the context or meaning thereof, shall mean and include their respective heirs, executors, administrators, nominees and assigns).....
OF THE PARTY OF THE THIRD PART.

WHEREAS No. 1 to 12 of the Party of the Third Part i.e. Shri. Pravin Kisan Parge, Shri. Shivaji Nanaso Parge, Shri. Tanaji Nanaso Parge, Shri Balaso Dattatraya Parge, Shri. Shivaji Dnyanoba Kute, Shri. Dnyanoba Kute, Shri. Madhukar Shankar Jawalkar, Shri. Shankar Santu Jawalkar, Smt. Anjanibai Dnyanoba Mate, Smt. Anusuya Gulabrao Bhange, Shri. Tukaram Aba Memane, Shri. Vitthal Baburao Memane are the owners of all that piece and parcel of **a.** land and ground admeasuring 00 H 40 Ares out of land bearing Survey No. 12, **b.** land and ground admeasuring 0 H 40 Ares out of land bearing Survey No. 12, Hissa No. 2A and **c.** land and ground admeasuring 0 H 40 Ares out of land bearing Survey No. 12, Hissa No. 3, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli.

AND WHEREAS Shri. Pravin Kisan Parge, Shri. Shivaji Nanaso Parge, Shri. Tanaji Nanaso Parge, Shri Balaso Dattatraya Parge, Shri. Shivaji Dnyanoba Kute, Shri. Dnyanoba Kute, Shri. Madhukar Shankar Jawalkar, Shri. Shankar Santu Jawalkar, Smt. Anjanibai Dnyanoba Mate, Smt. Anusuya Gulabrao Bhange, Shri. Tukaram Aba Memane, Shri. Vitthal Baburao Memane granted the development rights in respect of their respective shares in land bearing S. No. 12 (part), S. No. 12/2/A and S. No. 12/3 unto and in favour of M/s. Nirman Realty vide Development Agreement dated 20.04.2007. Shri. Pravin Kisan Parge, Shri. Shivaji Nanaso Parge, Shri. Tanaji Nanaso Parge, Shri Balaso Dattatraya Parge, Shri. Shivaji Dnyanoba Kute, Shri. Dnyanoba Kute, Shri. Madhukar Shankar Jawalkar, Shri. Shankar Santu Jawalkar, Smt. Anjanibai Dnyanoba Mate, Smt. Anusuya Gulabrao Bhange, Shri. Tukaram Aba Memane, Shri. Vitthal Baburao Memane have also executed a Power of Attorney in favour of M/s. Nirman Realty dated 20.04.2007. The said Development Agreement and Power of Attorney are duly registered in the office of Haveli No. 13 at Sr. No. 2654 and 2655 respectively on 20.04.2007

AND WHEREAS No. 13 to 30 of the Party of the Third Part i.e. Mrs. Shashikala Bhagwan Kirve, Mr. Chhaganrao M. Unawane, Mr. Prabhakar Vitthal Kulkarni, Mrs. Sushma Prabhakar Kulkarni, Nayana Chhaganrao Unawane Mr. Bhalchandra Govind Sabane, Mrs. Shamala Bhalchandra Sabane, Mr. Madhav Krishnaji Pathak, Mr. Sudhir Sitaram Kamble, Mrs. Shanta Mahadeo Bhosale Mrs. Surekha alias Mangala Vasudeo Gulwade, Mr. Sanjay Digamber Dhangare, Mr. Prakash Bhaskar Joshi, Mrs. Vimal Ramchandra Lokhande, Mr. Sadashiv Venkatesh Khutale, Mr. Anil Madhukar Warkar, Mr. Madan Balkrishna Khedkar and Mrs. Pushpa Madan Khedkar are the owners of all that piece and parcel of land and ground admeasuring 00 H 40 Ares out of land bearing Survey No. 11, Hissa No. 8 totally admeasuring 01 H 22 Ares, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli.

AND WHEREAS Mrs. Shashikala Bhagwan Kirve, Mr. Chhaganrao M. Unawane, Mr. Prabhakar Vitthal Kulkarni, Mrs. Sushma Prabhakar Kulkarni, Nayana Chhaganrao Unawane Mr. Bhalchandra Govind Sabane, Mrs. Shamala Bhalchandra Sabane, Mr. Madhav Krishnaji Pathak, Mr. Sudhir Sitaram Kamble, Mrs. Shanta Mahadeo Bhosale Mrs. Surekha alias Mangala Vasudeo Gulwade, Mr. Sanjay Digamber Dhangare, Mr. Prakash Bhaskar Joshi, Mrs. Vimal Ramchandra Lokhande, Mr. Sadashiv Venkatesh Khutale, Mr. Anil Madhukar Warkar, Mr. Madan Balkrishna Khedkar and Mrs. Pushpa Madan Khedkar granted the development rights in respect of their respective shares in land bearing S. No. 11, Hissa No. 8 unto and in favour of Mr. Sandeep Maheshwari, Mr. Shashikant Sule and Mrs. Rucha Rajendra Patil vide Development Agreement dated 05.07.2007. The said Development Agreement dated 05.07.2007 is registered in the office of Haveli No. 13 at Sr. No. 4325/2007. Mrs. Shashikala Bhagwan Kirve, Mr. Chhaganrao M. Unawane, Mr. Prabhakar Vitthal Kulkarni, Mrs. Sushma Prabhakar Kulkarni, Nayana Chhaganrao Unawane Mr. Bhalchandra Govind Sabane, Mrs. Shamala Bhalchandra Sabane, Mr. Madhav Krishnaji Pathak, Mr. Sudhir Sitaram Kamble, Mrs. Shanta Mahadeo Bhosale Mrs. Surekha alias Mangala Vasudeo Gulwade, Mr. Sanjay Digamber Dhangare, Mr. Prakash Bhaskar Joshi, Mrs. Vimal Ramchandra Lokhande, Mr. Sadashiv Venkatesh Khutale, Mr. Anil Madhukar Warkar, Mr. Madan Balkrishna Khedkar and Mrs. Pushpa Madan Khedkar have also executed Power of Attorney dated 05.07.2007 in respect of their respective shares in land bearing S. No. 11, Hissa No. 8 in favour of Mr. Sandeep Maheshwari, Mr. Shashikant Sule and Mrs. Rucha Rajendra Patil. The said Power of Attorney dated 05.07.2007 is registered in the office of Haveli No. 13 at Sr. No. 4326/2007.

AND WHEREAS Mr. Sandeep Maheshwari, Mr. Shashikant Sule and Mrs. Rucha Rajendra Patil and M/s. Nirman Realty have entered into a joint venture in the name and style of Nirman Homes for development of the said Property jointly. It is observed that Mr. Sandeep Maheshwari, Mr. Shashikant Sule and Mrs. Rucha Rajendra Patil and M/s. Nirman Realty have also executed Joint Venture Agreement dated 27.11.2007. The said Joint Venture Agreement dated 27.11.2007 is registered in the office of Haveli No. 11 at Sr. No. 10388 on 03.12.2007.

AND WHEREAS the Developer prepared a layout of the said entire land and submitted the layout and building plan to the Assistant Director Town Planning, Pune and the Collector. The Developer got approved from the Assistant Director Town Planning, Pune and the Collector, the plans, layouts, specifications, elevations, sections and details of the said buildings to be constructed on land bearing Survey Nos. 12, 12/2A, 12/3 and 11/8. The Collector, Pune has issued an Order dated 17.03.2008 bearing No. PMH/NA/SR/698/2007 for sanction of building plans. The Collector has further revised the building plans and has issued revised Order dated 16.01.2011 bearing No. PMH/NA/SR/707/2010 and has sanctioned the revised building plans in respect of building Nos. A, B, C, D, E1 and E2 (part).

AND WHEREAS No. 31 to 33 of the Party of the First Part i.e. Mr. Shashikant Rajaram Sule, Rajendra Balasaheb Patil and Sandeep Balkrishnadas Maheshwari are the owners of land and ground admeasuring 00 H 2 Ares out of land bearing Survey No. 16, Hissa No. 5 totally admeasuring 01 H 27 Ares (including 00 H 1 Aar potkharaba) and land admeasuring 00 H 6 Ares out of land bearing Survey No. 16, Hissa No. 5/1 admeasuring 00 H 21 Ares, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli

AND WHEREAS Mr. Shashikant Rajaram Sule, Rajendra Balasaheb Patil and Sandeep Balkrishnadas Maheshwari have granted development rights in respect of land admeasuring 00 h 2 Ares out of land bearing Survey No. 16, Hissa No. 5 and land admeasuring 00 h 6 Ares out of land bearing Survey No. 16, Hissa No. 5/1 in favour of M/s. Nirman Homes vide Development Agreement dated 31.12.2015 which is registered in the office of Sub Registrar Haveli No. 13 at serial no. 628/2016. Mr. Shashikant Rajaram Sule, Rajendra Balasaheb Patil and Sandeep Balkrishnadas Maheshwari also executed Power of Attorney dated 31.12.2015 in respect of land admeasuring 00 h 2 Ares out of land bearing Survey No. 16, Hissa No. 5 and land admeasuring 00 h 6 Ares out of land bearing Survey No. 16, Hissa No. 5/1 in favour of M/s. Nirman Homes through its partners Mr. Shashikant Rajaram Sule and Sandeep Balkrishnadas Maheshwari. The Power of Attorney dated 31.12.2015 is registered in the office of Sub Registrar Haveli No. 13 at serial no. 629/2016.

AND WHEREAS by virtue of the said Development Agreements dated 05.07.2007, 20.04.2007 and 31.12.2015 and Power of Attorneys dated 05.07.2007, 20.04.2007 and 31.12.2015 and Joint Venture Agreement dated 27.11.2007, Nirman Homes have acquired rights to develop all that piece and parcel of **A.** land and ground admeasuring 00 H 40 Ares out of land bearing Survey No. 12, **B.** land and ground admeasuring 0 H 40 Ares out of land bearing Survey No. 12, Hissa No. 2A, **C.** land and ground admeasuring 0 H 40 Ares out of land bearing Survey No. 12, Hissa No. 3, **D.** Land and ground admeasuring 00 H 40 Ares out of land bearing Survey No. 11, Hissa No. 8 totally admeasuring 01 H 22 Ares, **E.** land and ground admeasuring 00 H 2 Ares out of land bearing Survey No. 16, Hissa No. 5 totally admeasuring 01 H 27 Ares (including 00 H 1 Aar potkharaba) and land admeasuring 00 H 6 Ares out of land bearing Survey No. 16, Hissa No. 5/1 admeasuring 00 H 21 Ares, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli (Hereinafter jointly referred as the "**Said entire Land**"), and to develop, constructed, evolve the "Ownership Flat Scheme" over the said property and to sell the Flats / Tenements / Shops / Units, etc. constructed thereon to prospective purchasers. The said entire Land is more particularly described in the First Schedule given hereunder.

AND WHEREAS Thereafter the Developer amalgamated lands bearing S. Nos. 12, 12/2A, 12/3, 11/8, 16/5 and 16/5/1. The Collector, Pune has issued an Order dated 06.01.2015 bearing No. PMH/NA/SR/879/2014 for non agricultural use and sanction of the revised building plans in respect of building Nos. A, B, C, D, E1, E2 and F and club house on land bearing Survey Nos. 12, 12/2A, 12/3, 11/8, 16/5 and 16/5/1 (hereinafter referred to as the '**said plans**').

AND WHEREAS as per the revised sanctioned plan under Order dated 06.01.2015 bearing No. PMH/NA/SR/879/2014, passed by the Collector Pune, out of the said entire land, land admeasuring about 2520.00 sq. mtrs. is designated as an Amenity space. The said amenity space is to be handed over to the PMRDA and the FSI in respect of the said amenity space is to be utilized for construction of building/s on the entire land or the Promoter may construct separate commercial building on the amenity space.

AND WHEREAS out of the said entire land, land admeasuring 14280 sq. mtrs. (excluding the area under Amenity Space) is being developed by the Developer (Hereinafter referred to as the "**SAID PROJECT LAND/PROPERTY**"). The said land includes Open Space No. 1 admeasuring 1280 sq. mtrs., and Open Space No. 2 admeasuring 400 sq. mtrs. The said land is also more particularly described in the Second Schedule given hereunder.

AND WHEREAS the Promoter has entered into an Agreement with an Architect registered with the Council of Architects and has also appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building/s. The Promoter herein has reserved the rights to change the Architect and the Structural Engineers as and when required during or before the completion of the building/s.

AND WHEREAS while sanctioning the said plans the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Land and constructing the said buildings, upon due observance and performance of which only the Completion and Occupation Certificate in respect of the said buildings shall be granted by the concerned local authority.

AND WHEREAS the Promoter has commenced phase-wise construction of the said buildings on the said Property in accordance with the said plans.

AND WHEREAS in pursuance of the sanctioned plans, the Developer accordingly commenced construction of the wing/building No. A consisting of parking + 4 upper floors, wing/building No. B consisting of parking + 4 upper floors, wing/building No. C consisting of parking + 4 upper floors, wing//building No. D consisting of parking + 9 upper floors, and wing/building No. E1 consisting of parking + 11 upper floors

and wing/building No. E2 consisting of Parking + First floor and Club House. The Collector, Pune has issued part Completion certificate dated 28.03.2013 bearing No. PMA.1/Ka Vi/419/2013 for the same. The Collector, Pune has also issued part Completion certificate dated 11.01.2013 bearing No. PMA/Ka Vi/1736/11.

AND WHEREAS the Developer has obtained Environmental Clearance for the construction to be effected on the said land. The Developer has submitted to the State Level Environment Impact Assessment Authority the building plans for all the buildings i.e. Building A, B, C, D, E1, E2 and F, which are sanctioned by using the existing FSI and the FSI which is going to be available to the Developer after the amenity space is handed over to the PMRDA / PMC.

AND WHEREAS the Promoter has formed an apartment association in the name of **NIRMAN VIVA APARTMENT CONDOMINIUM** and has submitted the said property consisting of said land and said buildings A, B, C, D, E1, E2 and F, constructed and to be constructed thereon to the provisions of the Maharashtra Apartments Ownership Act. The Promoter/Developer and the said land Owners have executed a Deed of Declaration as required u/s. 2 of the Maharashtra Apartment Ownership Act, 1970, on 06.02.2016 (Hereinafter referred to as the "**SAID DEED OF DECLARATION**") read with Deed of Correction dated 24.02.2016. The said Deed of Declaration and Deed of Correction are registered in the office of the Sub Registrar Haveli Office No. 13, at Sr. No. 1153/2016 and Sr. No. 1626/2016 respectively. By virtue of the said Deed of Declaration and Deed of Correction, the Developer and the said Land owners have submitted the said property to the provisions of the Maharashtra Apartment Ownership Act, 1970 and have thereby formed an apartment association in the name of "**Nirman Viva Apartment Condominium**" (Hereinafter referred to as "said Association").

AND WHEREAS the Promoter has already completed Phase – I and Phase – II of the project consisting of 198 Units / Flats and has now commenced construction of Phase III of the project consisting of wing / building - E2 and F.

AND WHEREAS the Promoter proposes to sell/allot the Flats / Units in the said project on ownership basis or on other basis as per law and also allocate rights of exclusive use pertaining to open space / terrace / Garden adjoining to certain Flats/Units in the said project and is/will be entering into separate Agreement for sale/allotment of such Flats / Units and grant of exclusive rights if any, to various purchaser/s on such terms and conditions subject to such modifications as may be desired by the Promoter with a view that ultimately all such purchasers/allottees of the Flats / units in the said project, shall join the Apartment Association Condominium under the Maharashtra Apartment Ownership Act, 1970 duly registered by the Promoter/Developer, known as **Nirman Viva Apartment Condominium** (which name shall not be changed by the Purchaser/s or the said Organisation without the prior written permission of the Promoter), and for this purpose, from time to time, the Purchaser/s shall sign and execute the application for membership and other papers, writings and documents necessary for

registration of the said apartment deed, and for becoming a member thereof, and to duly fill in, sign and return the same to the Promoter within fifteen days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the apartment deed. No dispute or objection shall be raised by the Purchaser/s if any changes, alterations, amendments, modifications, additions and/or deletions are made in the draft Bye-Laws by the Promoter.

AND WHEREAS the Promoter proposes to sell/allot the unit/ flat/ Apartments on ownership basis and also allocate rights of exclusive use pertaining to Open Space / Terrace / Garden adjoining to certain flats in the said buildings and is/will be entering into separate Agreement for sale/allotment of such flats / apartments etc. and grant of exclusive rights if any, to various purchaser/s on such terms and conditions subject to such modifications as may be desired by the Promoter.

AND WHEREAS the Purchaser/s was/were interested in acquiring a flat / unit for his/her/their use. The Unit Purchaser/s demanded from the Promoter and the Promoter has given inspection of and furnished to the Unit Purchaser/s all the documents of title relating to the said Property, including all agreements, deeds, orders, title report of the Advocate of the Promoter and plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the "said Act") and the rules made thereunder and the Purchaser/s has/have also acquainted himself/herself/themselves as regards the existing FSI being utilized/consumed and the right of the Promoter to utilize and consume the balance and/or additional FSI and T.D.R., as well.

AND WHEREAS after the Purchaser/s inquiry the Promoter requested the Purchaser/s to carry out independent necessary search by appointing his/her/their own Advocate and have answered all requisitions he/she/they have raised regarding the title and the nature of the title and the Purchaser/s has/have satisfied himself/herself/themselves in respect of the Promoter's title to the said Property.

AND WHEREAS after verifying all the orders, agreements, deeds and documents and various permissions and sanctions, the Purchaser/s herein being desirous of acquiring, has/have accordingly applied to the Promoter for purchase of the Flat / Unit bearing No. ____, admeasuring ____ sq. mtrs., (carpet area) (subject to variation of 3%) on the ____ Floor, in wing/building - E2, the scheme / project known as "Nirman Viva" being constructed on land admeasuring 1942.28 sq. mtrs., out of the said project land totally admeasuring 16800.00 sq. mtrs.

In addition to the above mentioned carpet area of the said flat, an exclusive balcony (enclosed as per sanctioned building plan) admeasuring ____ sq. mtrs., and dry balcony/terrace admeasuring ____ sq. mtrs., and an exclusive open terrace admeasuring ____ sq. mtrs., is appurtenant/attached to the said flat for the exclusive use of the Purchaser herein.

AND WHEREAS the copies of extract of Village Forms VII and XII showing the nature of the title of the Owners to the said Property on which the building/s are to be constructed, Certificate of Title issued by the Attorney-at-law or Advocate of the Promoter, N.A. Order and the copies of the plans of the Unit and the sanctioned layout agreed to be purchased by the Purchaser/s approved by the concerned local authority, have been annexed hereto and marked Annexure "A", "B", "C", "D, and "E", respectively.

AND WHEREAS the Purchaser/s has/have agreed to purchase the said flat /unit detailed in clause below and more particularly described in Second schedule herein and delineated on the Annexure D annexed hereto (hereinafter referred to or called as "**THE SAID UNIT / FLAT / APARTMENT**") and the Promoter has agreed to sell to the Purchaser/s the said Unit at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS relying upon the Purchaser's representations and assurances the Promoter herein have agreed to sell and the Purchaser/s has/have agreed to purchase the said unit/flat for agreed lump sum consideration of **Rs. _____/- (Rupees _____ Only)** excluding expenses for stamp duty, registration fees, GST and all other applicable taxes, etc. which shall be paid by the Purchaser/s. The said unit/flat is sold on carpet area basis only.

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

1. The Promoter shall construct the wing/building 'E2' consisting of Parking + 11 Upper floors on the land admeasuring 1942.28 Sq. mtrs., out of the said project land totally admeasuring 16800.00 sq. mtrs., in accordance with the plans, designs and specifications as are approved by the concerned local authority and as may be approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.

1(a) The Promoter hereby agrees to sell to the Purchaser and the Purchaser does hereby agrees to Purchase from the Promoter all that consisting of the Flat/Unit bearing No. ____, admeasuring ____ sq. mtrs., (carpet area) (subject to variation of 3%) on the ____Floor, in building / wing "E2" of the scheme / project known as "Nirman Viva" being constructed on land admeasuring ____ sq. mtrs., out of the said project land totally admeasuring ____ sq. mtrs.

In addition to the above mentioned carpet area of the said flat, an exclusive balcony (enclosed as per sanctioned building plan) admeasuring __ sq. mtrs., and dry balcony/terrace admeasuring __ sq. mtrs., and an exclusive open terrace admeasuring __ sq. mtrs., is appurtenant/attached to the said flat for the exclusive use of the Purchaser herein.

1(b) The Promoter hereby agrees to allot to the Allottee covered parking space bearing No.____, in wing / building E2.

1(c) The agreed consideration amount for the apartment is Rs._____/-.

1(d) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____only) as advance payment and the same will be adjusted in the first installment. The Purchaser hereby agrees to pay to the Promoter the total consideration of Rs. _____, in following manner; (The Purchaser shall pay the taxes as may be applicable separately)

PAYMENT PLAN		Amount in Rupees
paid before execution of this agreement	10.00%	
within 2 weeks after the execution of this Agreement	20.00%	
on completion of the Plinth of the building	15.00%	
On Completion of 2 nd Slab above the Plinth	05.00%	
On Completion of 5 th Slab above the Plinth	05.00%	
On Completion of 8 th Slab above the Plinth	05.00%	
On Completion of 10 th Slab above the Plinth	05.00%	
On Completion of 12th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	
On completion of the external plumbing and external plaster, terraces with water proofing, of the building	05.00%	
on completion of the lifts, water pumps, electrical fittings, etc.	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment is located and the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out in the hereinabove payment plan and demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

1(e) The Total Price above excludes stamp duty and registration charges, GST and any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the said Apartment and which shall be borne by the allottee as and when applicable.

1(f) 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 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 Allottee, which shall only be applicable on subsequent payments.

1(g) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @6%.

1(h) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as shall be computed considering the agreed consideration herein.

1(i) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee

undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1(j) The Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Apartment and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Apartment.

1(k) If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Apartment or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Allottee. The Allottee hereby, indemnifies the Promoter and the Allottees's organisation from all such levies, cost and consequences. The Allottee shall pay the amount of such GST as may be called upon by the Promoter, either to the Promoter or in any specific account for collection of GST as may be directed by the Promoter. The Allottee shall not be entitled to possession of the said Apartment, unless he pays such amount of GST.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **clause 1 (c)** herein above. ("Payment Plan").

3.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 17942.40 sq. mtrs. and Promoter has planned to utilize Floor Space Index of _____ Sq.mt by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 17942.40 Sq. mtrs. as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments 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.

3.2.1 The Promoter (without prejudice to the other rights and remedies in this agreement and in law) shall be entitled, without any reference to the Allottees and/or organization/s of the Allottees to develop the layout of the project land by putting up building A, B, C, D, E1, E2, and F.

3.3 Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that

(a) The Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter.

(b) In the layout of the project land, services such as underground water tank, Sewage Treatment Plant and Organic waste converter, MSEDCL Transformer, and Club House, Gymnasium, swimming pool, children play area, borewell, etc, are common for all seven wings/ buildings.

(c) An Apartment Association for all seven wings / buildings – A, B, C, D, E1, E2 and F, for the entire project is already formed under the name "Nirman Viva Apartment Condominium".

(d) Upon receipt of the total consideration, the Deed of Apartment in respect of the said flat shall be executed by the Promoter in favour of the Purchaser, within six months from the date of obtaining completion certificate of the said Building / Wing – E2 from PMRDA/PMC.

(e) The Promoter shall be entitled to compensation from the Allottee in case any obstruction or impediment of any nature raised by and on behalf of the Allottee to the development of the project land and/or other pieces of land

adjoining to the project land either by amalgamation and/or consumption of FAR/FSI for any building thereon, without prejudice to the rights of the Promoter to terminate this agreement on such obstruction or impediment being raised by the Allottee.

4.1 If the Promoter fails to abide by the time schedule for completing the said building and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest @ State Bank of India highest marginal cost of lending rate + 2%, p.a., on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest @ State Bank of India highest marginal cost of lending rate + 2%, p.a., on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 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.

4.3 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 4.1** 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 deduction of a sum of Rs. 2,00,000/- (Rupees Two Lakh Only) as and by way of liquidated damages.

4.4 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 government charges, stamp duty, GST, 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. All the expenses for getting the refund shall be paid by the Purchaser.

5. The standard fixtures, fittings and amenities to be provided by the Promoter in the said building and the Apartment are as set out in **Annexure 'F'**, annexed hereto and the Purchaser shall not be entitled to any extras.

6. The Promoter shall give possession of the Apartment to the Allottee on **31st Dec 2018**. 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 at the same rate as may mentioned in the **clause 4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

However in case the Purchaser requests for any change in the civil work or any other work in the said Apartment and the Promoter agrees to carry out the same, then in such case the Promoter shall be entitled for three months extension of time for giving possession of the said Apartment to the Purchaser.

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
- iii. Any notice, order, rule notification of the Government and/or other public or competent authority/court.
- iv. The Allottee has committed any default in payment of installment as mentioned in Clause No. 1(c) (without prejudice to the right of the Promoter to terminate this agreement under Clause 4.2 mentioned herein above),
- v. Any extra work/addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee,
- vi. Non-availability of steel, cement or any other building materials, water or electric supply,
- vii. Any delay on the part of the Office of the Collector, Pune or any other Public Body or Authority, including the M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as

Electricity, Drains and Water Connections and Meters to the said Project under construction by the Promoter on the said land,

viii. Any other reasons beyond the control of the Promoter.

ix. Delay or default in payment of any installment or dues by the Apartment Allottee. **(This is without prejudice to the right of the Promoter under Clause 4.1, 4.2, 4.3 above)**

x. Delay by Local Authority in issuing or granting necessary plinth checking certificate, Completion Certificate or Occupation Certificate

7.1 Procedure for taking possession –

The Promoter, upon obtaining the occupancy certificate from the competent authority, shall within 7 days thereof offer in writing the possession of the Apartment to the Allottee, which shall be handed over upon receipt of payment as per agreement from the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges, PMC/local body taxes, as determined by the Promoter or association of allottees, as the case may be from date of intimation that the said Apartment is ready for use.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy

7.3 Before taking possession of the Apartment, the Allottee shall take thorough inspection of the Apartment, and in case he finds any defect or fault, he shall bring it to the notice of the Promoter, in writing. The Promoter shall cure such defect within 15 days of the written intimation by the Purchaser. The period needed for rectification shall not be considered as delay in handing over the possession. The Purchaser shall not be entitled to raise any claim or complaint once possession of the Apartment is received by him/her.

7.4 Failure of Allottee to take Possession of Apartment:

Upon receiving a written intimation from the Promoter as per **clause 7.1**, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the allottee. In case the Allottee fails to take possession within the time provided in **clause 7.2** such Allottee shall continue to be liable to pay

maintenance charges as applicable from date of intimation given by the Promoter that the said Apartments are ready for use.

7.5 if within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee to keep the Apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space, if allotted, only for purpose of parking vehicle.

9.

9.1 (a) An Apartment Association for all seven buildings / wings – A, B, C, D, E1, E2 and F, is already formed under the name “Nirman Viva Apartment Condominium”.

(b) Upon receipt of the total consideration, the Deed of Apartment in respect of the said flat shall be executed by the Promoter in favour of the Purchaser, within six months from the date of obtaining completion certificate of the said building / wing – E2 from PMRDA / PMC.

Provided that, after conveying the title to the association of allottees as mentioned in above **clause No. 9.1(b)** above, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so

by Apartment Association without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in **Clause No. 7.4.**

(c) It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance is completed the Promoter/ Developer will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flats. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

(d) The Person/s to whom the flats/Apartments will be sold by the Promoter shall be admitted as members of the Apartment Association.

(e) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers,

(f) All expenses relating to such conveyance such as stamp duty, registration fees and other incidentals shall be borne and paid exclusively by the Allottee.

9.2 (a) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as determined by the Promoter as per rates given below:

Common Maintenance for the building or buildings where the said Apartment is located Rs. ____ ps. per sq.mt. (Rs.____ps. per sq.ft.) x total usable floor area of

the said Apartment.....Sq.mt x 24 (Twenty Four) months= total amount payable by the Allottee to the Promoter = Rs.....

The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter till 2 (two) years from the completion of the building. The Promoter shall be entitled to entrust maintenance of common areas and facilities to Apartment Association of the Allottees even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottees till then. However if the amounts so collected get over before the end of two years, the Allottees shall either pay additional sums for the maintenance charges as may be called upon by the Promoter or the Apartment Association shall take over the maintenance and management of the project. It is specifically agreed between the parties that, whenever the Promoter handover the maintenance and the day to day management of the project to Apartment Association, the Apartment Association shall be bound to take over the management of the and the maintenance of the project.

The purchasers will also contribute a sum of Rs. _____ /- towards the maintenance corpus / deposit of the condominium.

(b) The maintenance amount / outgoing charges mentioned above, shall include only following items:

- i. Housekeeping and cleanliness
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom iii) Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottees in the concerned building)
- iii. Common electricity bills for common area of buildings and common areas of the Society
- iv. Security charges
- v. Salary and allowance of the property manager,
- vi. Gardening charges
- vii. Running expenses for clubhouse, (Gym) and play areas and equipments thereof

- viii. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- ix. Non agricultural taxes and any other similar taxes
- x. Pest control expenses
- xi. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xii. Elevator repairs & maintenance contracts along with lift inspection charges.
- xiii. Firefighting certification,
- xiv. Supply of water, Expenses for water as may be required to be purchased from private sources and all other related expenses.
- xv. Operational and electricity charges for the sewage treatment plant for the Society
- xvi. Environment clearance fees
- xvii. Property tax for Club House
- xviii. Garbage Chute

It is agreed between the parties that the said maintenance amount/ Outgoing charges mentioned above, shall not include the items mentioned below, and the Allottee and/or the society either individually or through any appointed agency, shall have to bear the following expenses, entirely from separate contribution made by the Allottees.

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

vii. Repairs of the building for leakages, seepage to the property or any part thereof.

viii. Wear and tear charges.

The maintenance amount mentioned above in **(a)**, shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the project “Nirman Viva”. ***The Promoter shall cause maintenance of the building till handing over responsibility of the same to the Apartment Association. Upon handing over the Apartment Association shall also cause maintenance of the common areas and amenities at their own cost. The Allottees of all seven wings, shall contribute proportionately for the maintenance of common areas and amenities. The Promoter shall not be responsible for the maintenance or the failure in maintenance of the common areas and amenities.***

(c) The Roll out of maintenance of the Apartment Association, including Project land, will be in phases i.e. Phase – I, Phase – II and Phase – III. The Allottee has been informed the certain services are common to all wings and that therefore until they are operated at designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. The condominium will have to follow all conditions as proposed by the PMC / PMRDA / Environment Department.

(d) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or non payment by the Allottees.

(e) It is also clearly understood that this shall not preclude Apartment Association or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

(f) Apartment Association or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

(g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Apartment Association of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional

charges as may be levied and demanded by the Promoter and/or Apartment Association.

(h) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the Apartment Association, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said Apartment.

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

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

(k) ***The Allottee hereby agrees and confirms that in the event that any water is required to be purchased from private sources, water tankers, the Allottee herein shall be liable to contribute expenses for such water sources/water tankers, at actual in proportion as may be required.***

10. The Allottee shall at the time of execution of the Deed of Apartment shall pay to the Promoter, Promoter a sum of Rs. **5000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with execution of the Deed of Apartment.

11. At the time of registration of Deed of Apartment the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, on such deed of Apartment.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except Project loan from **Punjab & Sind Bank, M. G. Road Branch, Pune.**
- iv. There are no litigations pending before any Court of law with respect to the project land or Project, except for the Civil Suit bearing No. 501/2017, filed by some of the residents against the Developer, challenging the construction of Wing F. The said suit is pending before Civil Judge Senior Division, Pune.
- 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 [Apartment] 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 [Apartment] to the Allottee in the manner contemplated in this Agreement;
- ix. Upon completion of the entire project and upon obtaining completion certificate for all the wings, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Apartment Association.
- 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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment 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 Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the

elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Apartment Association 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 Apartments 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 Allottee shall also observe and perform all the stipulations and conditions laid down by the Apartment Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till all the flats/apartments in all seven wings are sold, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the building and upon the project land or any part thereof to view and examine the state and condition thereof.

xii. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.

xiii. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.

xiv. The Allottee shall not dump any unwanted waste in the drainage line/commode/bathroom/kitchen sink, which may cause the blocking of the drainage line of the building/wing. In case the drainage line is blocked due to any dumping or any fault on part of the allottee, the allottee shall be responsible for all the expenses or damages that may be incurred by any other Allottee or the Promoter or the Apartment Association as the case may be.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of Apartment Association or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment 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.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

(a) After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 Allottee who has taken or agreed to take such Apartment.

(b) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of

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

(c) The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter, unsold flats/units, in favour of such bank/s and/or financial institute and/or person.

(d) The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

(e) However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

17. PURCHASER'S AGREES AND CONFIRMS THAT:

(a) The Promoter herein has made full and true disclosures to the Allottee as to the title of the Promoter in respect of the project Land and TDR (if any) as well as the encumbrances, if any, known to the Promoter.

(b) It is hereby declared that, sanctioned Layout, building plan and the floor space index (FSI) at **Annexure - D** as on date and proposed FSI and proposed alterations in the project "Nirman Viva" and the project land as per Layout Plan at **Annexure - E** have been shown to the Allottee. The Promoter herein has made full disclosures to the Allottee as to the deviations in the Plan at **Annexure - E** and listed out in **Annexure - G** hereinbelow. The Allottee hereby, granted his/ her/ their consent for change/ modification/ alteration of and in the project land as well as the plans of the building as shown in Plan at **Annexure - E** and as per proposed changes listed in **Annexure - G**.

(c) The Promoter herein has also called upon the Allottee to carry out the search and to investigate the marketable title of the Promoter, in respect of the project Land by appointing his/ her own advocate.

(d) As required by the Allottee the Promoter herein has given all information to the Allottee herein and he/ she has acquainted himself/ herself with all the facts as to the marketable title of the Promoter and after satisfaction and acceptance of title has entered into this agreement.

(e) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "Nirman Viva" on the project land with an intention to have the

homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

(f) The Allottee herein declares that in “Nirman Viva” project, the Promoter herein are providing amenities/ material/ plant and equipment in common facilities like club house. and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Apartment Association shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,

(g) The Promoter has a right to install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name “Nirman Viva” and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

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

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

(j) Till execution of the Conveyance, the Allottee herein admits and agrees that the Promoter herein is entitled to represent the Allottee and on behalf of the Allottee give consent, affidavit, undertakings, NOC's and do all necessary things in

all matters regarding property tax assessment, reassessment, availment of water connections to the said Apartment, building in the Project 'Nirman Viva' before all concerned Authorities, Government Authorities, semi-government Authorities such as Planning Authority, MSEDCL, MSRDC, MPCB, Environment Committee of Maharashtra/Union Govt etc and decisions taken/compliance made by the Promoter in this regard shall be binding on the Allottee herein, and whatever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee.

(k) 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 PMRDA/ concerned competent authority from time to time as a separate and independent building project by utilising the entire available and future FSI/TDR of the said entire land as disclosed herein

(l) The Promoter has commenced construction of project in phases on the said project 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 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 said project and or future phases. The Promoter also reserves its rights to revise the plans accordingly for better utilisation of such proposed potential. As on date the proposed potential of the said entire land is admeasuring _____sq. Mtrs. And the Promoter reserves its right to utilise the same on the said entire land.

(m) The Promoter may develop the area of land under Amenity Space admeasuring 2520 sq. mtrs. by utilising the F.S.I. admeasuring 3024.00 sq. mtrs., which is presently available for construction on the Amenity Space and such additional FSI which may be permitted for construction thereon from time to time, for the sole and exclusive use and benefit of the Promoter. All the rights, title, interest and the benefits of the area of land under the Amenity Space shall always be vested in the Promoter who alone will be entitled deal with or dispose of the said Amenity Space in any manner for the exclusive benefit of the Promoter.

(n) The Purchaser is aware that water supply pipes, drainage pipes and rainwater pipes, may pass through the dry balcony, balcony and terrace of the said Apartment. The Purchaser shall not raise any objection for the same on any ground whatsoever at any time in future.

(o) The Promoter has specifically informed the Purchaser and the Purchaser is aware that the Promoter shall be installing /has installed solar photo voltaic panels

on the terrace of the building or any other area, for their own use. The Promoter shall use the electricity generated from the solar photo voltaic panels through net metering of their construction meter, till the completion of the project. Upon completion of the project, the Promoter may remove the same and take away the same or they may allow the same to be used by any of the flat/unit/shop purchaser. The Purchaser is aware that the same is not a common amenity and the Purchaser shall not raise any claim or objection for the same.

(p) The Purchaser is aware and the Purchaser agrees and confirms that the Promoter shall be installing a MDU (common dish antenna) of any one provider of their choice. In case the Purchaser wishes to avail services of any other provider, the Purchaser shall install MDU of provider of their choice at their own cost. The Purchaser shall not be permitted to install individual dish antenna.

(q) In case of any disputes or complaints the Flat purchaser/s or their body shall not be entitled to express any such issues or their displeasures through or by means of any banners, hoardings, advertisements, etc. or through any social or electronic or paper media. In case of any such action on part of the Flat purchaser/s or their body, the Promoter shall be entitled to claim penalty / damages of Rs. 10,000/- per day per person against all or any defaulting person/s till such act continues. This remedy for the Promoter shall be in addition to other available remedies. However, the Flat purchaser/s or their body shall be free to pursue legal remedies in case of any such issues.

18. It is agreed by the Parties herein after completion of construction, Promoter shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Apartments remaining unsold in the buildings on the Project land, till sale of such Apartment.

19. The Promoter may complete the entire building or any part or floor or portion thereof 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 and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of Flat in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof 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.

20. 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 as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanctioned under the Income Tax Act, 1961 and/or 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.

21. It is placed on record that the Promoter shall be entitled to retain with itself or to transfer the title / possession / use of the portion of amenity space area i.e. 2520.00 Sq. Mtrs. unto any person / third party or to develop or carry out any construction or development on the area under amenity space on such terms and conditions as the Promoter may from time to time decide. The Purchaser herein and or Apartment Association of all the flat purchaser/s in the said building project are not entitled to any rights or interest in respect of the said area under amenity space.

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

23. It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

24. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT

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

26. RIGHT TO AMEND

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

27. 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 [Apartment], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

28. 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.

29. 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 [Apartment/Plot] to the total usable floor area of all the Apartments in the Project.

30. 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.

31. RESERVATIONS:

(a) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Apartment, any garden area, any open space, parking space, lobby, staircase landing, terrace, to any concerned Apartment purchaser and the same shall belong exclusively to such Apartment Purchaser, and the such Apartment Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Apartment purchasers in the building or scheme.

The Allottee has hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Apartment.

(b) All payments agreed to herein and otherwise required to be made by the Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Allottee.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said Land and the building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the Allottee, and open spaces, parkings, lobbies et cetera, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Allottees or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parkings, garden space et cetera, to any Purchaser for which the Allottee hereby grants and is always deemed to have granted the consent.

(d) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

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

(f) The Allottee shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

(g) The Allottee agrees and confirms that the covered parking for two wheeler and four wheeler, shall belong to the Promoter. The Promoter is entitled to allot and sell the covered parking for two wheeler and four wheeler to any Purchaser as they may desire. The Purchaser shall not be entitled to raise any objection to the same for any reason whatsoever. In case the Purchaser is not allotted car or two wheeler parking, he shall not park his vehicles in such covered parking area.

32. PLACE OF EXECUTION

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

33. The Allottee shall present this Agreement as well as the conveyance 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.

34. That all notices to be served on the 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

(Allottee's Address)

Notified Email ID:

M/s Promoter name

(Promoter Address)

Notified Email ID:

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

35. JOINT ALLOTTEES

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

36. Stamp Duty and Registration: - The charges towards stamp duty and Registration and other miscellaneous charges, for this Agreement shall be borne by the allottee.

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

38. 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 will have the jurisdiction for this Agreement

39. Before delivery of possession of the said Unit the Purchaser/s shall satisfy himself/themselves about the correctness of the area of the said Unit and about the quality of construction work and specifications/amenities provided. Upon delivery of possession the Purchaser/s shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived.

40. The Purchaser/s understands/understand and confirms that the Promoter is constructing the said building on the "said land" by using the F.S.I. in respect of the "said land". The Purchaser/s agrees/agree and confirm/s that the Promoter has right to use the T.D.R., which they are entitled to use against the part of the "said land" on which the present building/s are constructed, on any other part of the "Said land". In case the consent of the Purchaser/s is required for the above purpose the same shall be deemed to have been given irrevocably on the execution of this agreement and no separate consent letter / document or No Objection Certificate of the Purchaser/s shall be required to be obtained/procured.

41. It is understood and agreed by the flat purchaser/s that attached terrace allotted to the flat purchaser along with the flat shall be for the exclusive use of the flat purchaser/s. The Flat Purchaser/s has/have made himself / herself / themselves aware of the prevailing rules and regulations pertaining to attached terraces. The Flat Purchaser/s undertake/s not to enclose the attached terrace under any circumstances. The Flat Purchaser/s undertakes/undertake to obtain undertaking as it appears in this clause from his / her / their assignees, allottees, transferees, lessees, owners or any person(s) who occupies / occupy the said flat under any arrangement whatsoever. Likewise, the flat purchaser/s undertake not to enclose areas shown as sitouts, balcony Space/s, washing spaces, open balconies, dry balconies / terraces in sanctioned plan attached hereto as **Annexure "D"** the Purchaser/s also undertake not to allow or permit his tenants, leasees, assignees, allottees, transferees and any such person who occupy/occupies the said flat under any management whatsoever to enclose areas shown as setouts, balcony Space/s, washing spaces, open balconies, dry balconies in sanctioned plan attached hereto as **Annexure "D"**. The flat purchaser/s undertake to obtain undertaking as it appears in this clause from party as applicable and herein above contained.

42. The Purchaser/s covenant/s and undertake/s that in the event he/she/they have acquired right and interest in open space/terrace/garden he/she/they shall be duty bound and under obligation to permit the Promoter and/or authorized representative of the ultimate body 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 such open space/garden/terrace.

43. The Flat Purchaser/s understands/understand and agrees/agree that the colour scheme for the Building's external faces and of such faces visible from outside e.g. for baffle walls, parapets, bands etc. are not permitted to be changed without prior written permission and consent of both the Promoter/ Developer and his Architect. It is further understood / agreed by the Flat Purchaser/s that the external faces of the Building shall be available to the Promoter / Developer for displaying hoardings, neon signs, advertisements or fixtures either related to the scheme or for other purposes. However, the Flat Purchaser/s in his / her / their individual capacity or in his / her / their capacity as member of Body / Association

of Flat Purchaser/s / Body Corporate shall not claim such benefit or right for himself / themselves or for others. The Flat Purchaser/s in his / her / their individual capacity or in his / her / their capacity as member of Body / Association of Flat Purchaser/s / Body Corporate shall not be entitled to display any banners, hoardings, neon signs, advertisements, fixtures, blinds, on the external face of the Buildings, including but not limited to balcony or terrace. Any act of displaying banners, hoardings, neon signs, advertisements, fixtures, blinds shall attract a penalty / damages of Rs.10,000/- per day per person till the time such act continues and the Promoter shall be entitled to claim and recover such damages from the defaulting flat purchaser/s. The flat purchaser/s in his/her/their individual capacity and as member of the Association has/have given his/her/their irrevocable consent and No Objection Certificate to the Promoter/ Developer in this regard.

44. It is understood / agreed by the Flat Purchaser/s that the Flat Purchaser/s is/are aware and agrees/agree that the Promoter/ Developer has retained with him the right to consume any additional F.S.I. / F.A.R. / T.D.R. that is available and / or consumable or obtainable by adding additional floor/s to the building without providing any compensation or benefits to the Flat Purchaser/s or Association of Flat Purchaser/s or Body Corporate as the case may be. The Flat Purchaser/s understand, agree and confirm that the Promoter/ Developer shall at all times be entitled to enjoy and / or sell / transfer / assign such right to successors in title / transferees / assigns. Similarly if any additional F.S.I. / F.A.R. / T.D.R. is obtainable against land under the buildings or in revised calculations of F.S.I. consumed for the buildings the same is consumable only by the Promoter/ Developer or his transferees or assigns on any other plot of land as per his determination, convenience, need and desire.

45. All undertakings given by the Promoter/ Developer to the concerned Governmental authorities shall be binding on the Flat Purchaser/s and apartment association as may be formed.

46. It is agreed between the parties that the unallotted parking spaces shall remain in the possession of the Promoter unless formally and individually conveyed to Association of Purchaser/s

47. (a) It is understood between the parties that it is the necessity and requirement of the flat purchasers that the open parking spaces be earmarked amongst them to have orderly and disciplined use and to avoid any confusion, dispute and differences amongst the flat purchasers. With this view the Promoter, on the request of the flat purchasers herein is keeping a record of the selection of the open car parking spaces to be done by the flat purchasers from the Apartment Association. The Promoters has not taken any consideration for such selection. It is specifically agreed by the Purchaser/s herein that the selection and the process of earmarking of the open parking spaces is been done by the Promoter specially on the request of the Purchaser/s and if for any reason it is held that such selection and

earmarking of the parking spaces is not proper then the Purchasers (including the Purchaser herein) shall be entitled to use the entire open parking area as common with others and the flat purchaser/s shall not be entitled to ask for refund of any amount or consideration as the promoter has not received any consideration for such selection.

(b) All the flat purchasers in this project shall amongst themselves, for the sake of orderly use and avoidance of dispute in future shall select open car parks amongst themselves on 'first come first serve' basis and amongst themselves agree that they shall get the said selection ratified/confirmed from the Apartment Association. The Purchaser/s has/have selected open car park for himself/herself/themselves as stated herein and the Purchasers confirm that the Promoters have not done the said selection and have not taken any separate consideration thereof and the Promoter has given their consent for the same subject to the terms of this Agreement.

(C) In view of the **clause 47a and 47b** above and based on the request of the Purchaser, the Promoter shall earmark a open parking space for the Purchaser. The Purchaser/s agree/s that if for any reason it be held that allotment of the Open Parking herein to the Purchaser/s gets cancelled then the Purchaser/s shall not be entitled to ask for refund of any amount or compensation as the Promoter has not received any consideration for the same and allotment is made ex-gracia for beneficial enjoyment of the same.

48. The name of the project shall be "**Nirman Viva**". The buildings under construction are and shall always remain as stated above. The name of the Apartment Association is "**Nirman Viva Apartment Association**". The Purchasers of the Units or the organization shall not change, modify or alter the name without prior written consent of the Promoter/ Developer.

49. It is hereby made clear that furniture lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the brochure and literature are shown only for advertisement purposes and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter. It is also understood by the purchaser that there has been deviation in the specification shown on the brochure. Hence the specification & amenities as shown in Annexure "F" of this agreement will supersede those in the brochure.

50. If any amount due and payable by the Purchaser/s remains unpaid then the Promoter at their discretion and without prejudice to their other rights shall be entitled to adjust such dues against any other amount paid by the Purchaser/s or from any amount payable to the Purchaser/s and adjust the account accordingly and

in case still there are dues from Purchaser/s, the Promoter may demand accordingly.

51. Any exclusive use allotted by the Promoter either of the terrace, car park, open space or of any other portion shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary for maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc.

52. The Promoter at its discretion shall be entitled to amalgamate the said Property described in the First Schedule hereunder written with the adjoining plots/properties and to jointly carry out the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable thereof. The Purchaser/s has/have entered into these presents and has/have agree to purchase the said Unit from the Promoters with full knowledge of the fact that the Promoters has acquired/proposes to acquire the rights of development of land in the vicinity of the said Land. It is further agreed by the Purchaser/s that the Promoter / developer shall have an option to allow the purchaser/s of the building/s as shall be developed on the adjoining lands of the Promoter to use the common areas, common facilities, club house, garden or any other recreational area that may be developed by the Promoter on the said Property, alongwith the purchaser/s of the building/s constructed and as shall be constructed on the said property. The Promoter at its discretion may grant membership of the club house to the purchasers of the buildings as shall be developed on the adjoining lands of the Promoter by accepting the membership fees, etc. In the event the Promoter develop any Land adjoining the said Land or in the vicinity thereof, the Promoter shall be entitled to lay in the said Land or shall be entitled to pass through the said land any drains, sewers, water and electrical pipelines, telecom conduits and others installments, etc for the purpose of development of the adjoining Land. The flat purchaser/s and/or the purchasers of the flats / tenements in the building/s constructed and to be constructed on the said property has/have given irrevocable consent for the same shall not object for the same or interfere with such decision of the Promoter/ Developer, in any manner whatsoever and No Objection Certificate if required to be produced is deemed to be given by and on execution of this agreement.

53. If any portion of the said Property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the corporation or concerned authority may pay the compensation there for in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the land or in any other property by floating the F.S.I. in such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same for additional built up area in the said Land either by way of construction

of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Purchaser/s has/have hereby given his/her/their irrevocable consent there for and the Promoter shall be entitled to revise the plans, get the same sanctioned from the concerned authority, and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. If the concerned authority refuses to permit the grant of such additional FSI in respect of the area under road widening or any reservation then the Promoter alone shall be entitled to receive in their own name the compensation in respect thereof and to issue receipts for the same.

54. The Promoter shall be entitled to create encumbrances over the said Property or lease, allot, give on license any portion of the said property to any Government / Semi Government authorities / local authority/ MSSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., etc. The Purchaser/s shall not be entitled to raise any objection and grievance about the same.

55. The Promoter shall be entitled to use the present un-utilized and/or additional built up area/F.S.I. in respect of the "Said project land" in any other property by floating the same and/or in the same Property as and when the same is permitted either by way of construction of new building or extension of the building as may be permitted. Likewise the Promoter shall also be entitled to use F.S.I. / T.D.R. pertaining to other property on the said Property as and when permitted by the concerned authority. The Promoter shall be entitled to use the T.D.R. in respect of any other property or TDR of slums in the "Said Property", either by way of construction of new building or extension of the building, which are presently permitted. The Purchaser/s has/have hereby given his/her/their irrevocable consent there for and the Promoter shall be entitled to revise the plans, get them sanctioned from the concerned authority and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. The Promoter shall also be entitled to transfer or assign the said right to any other person. The said property shall be conveyed subject to the said right.

56. The flat Purchaser/s agrees/agree that the Promoter/ Developer shall not be eligible for payment of any charges to the Association for admitting such individuals who have purchased flat directly from the Promoter/ Developer and that the Association shall grant NOC on demand for serving various purposes however NOC required to be produced before the Registering Authority is deemed to have been given at the execution of this agreement and no separate document is to be obtained by Promoter/ Developer from the Association.

57. The Purchaser/s hereby irrevocably authorize the Promoter to represent him/her/them before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the final conveyance represent the Purchaser/s to do all the necessary things/acts in all the departments of the concerned authority or the Collectorate, Road, Water, Building Tax assessment etc. and the same shall stand ratified and confirmed by the Purchaser/s herein and no separate NOC or consent letter shall be required to be produced.

58. The Promoter herein shall be constructing building/s on the "Said Property" in phases and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. It is strictly agreed and understood by and between the parties that till the completion of the entire project in all respects, the Developer shall be at liberty to bring and allow their workers, contractors, Engineers, laborers and such other staff and/or employees or otherwise on the said Property including to bring and keep and/or store necessary equipments, supplies, materials, etc. on the said Property to carry out the construction work. The Purchaser/s of the flats already completed shall not raise any objection or create any such nuisance whereby the work of the Developer is hindered or refrained from completing the project in all respects. The Purchaser/s hereby gives his/her/their irrevocable consent for revision/amendment of the building/layout or elevation plans as and when required by the Promoter. The Promoter shall be entitled to make use of the water tank and the backup generator in the said building for any purpose as they may desire and the Purchaser/s has/have given their free and irrevocable consent to the same.

59. The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

60. It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimbursed the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities. It is agreed that, the

Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favour of the Promoter against the amount payable by the Allottee to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction

61. The Promoter may complete part portion or floor of the building and obtain part occupancy certificate/s and give possession of the Apartment/s to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. Upon the Apartment Allottee/s taking possession of the Said Apartment/s (including the Allottee/s taking possession of the Said Apartment) in such partly completed or portion or floor, the Promoter or their agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its Apartment. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

62. It is agreed that the described liability period under the Act shall be deemed to have commenced after expiry of 15 days from the date on which the Promoter has given the necessary intimation for possession to the Allottee or actual date of possession whichever is earlier. Provided further, it is agreed that the Allottee shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, WC, terrace, etc. Or change of tiles in bathroom, WC, kitchen, entire flooring, drill of any kind to fix any furniture, fittings. If any of such works are carried out or any heavy load are stored in the said Apartment, balcony, terrace etc., any liability including the defect liability automatically shall become void & the Allottee alone shall be responsible for it. Further the Allottee will be liable for paying damages, if any, to the Allottee/Owner/User of apartment below or any affected apartment. If due to the Allottees or any other Allottees act or negligence, the Allottees apartment is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

63. The Allottee/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land /building or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Allottee/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc

64. Further the Allottee/s will be liable for paying damages, if any, to the Allottee/s/Owner/User of flat below or any affected flat. If due to the Allottee/s or any other Allottee/s act or negligence, the Allottee/s Apartment are damaged, the

repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

65. The Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Allottee in the said Scheme that the said apartment is ready for Possession.

66. It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.

67. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / insufficient / irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the promoter and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.

68. The Promoter further specifically discloses that, in case of delay or rejection for new separate water connection or improper/insufficient water supply, the Promoter shall organize a survey at the said land from an expert organization and shall construct bore wells, if possible, and install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each apartment/flat in the various buildings.

69. The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project is found insufficient, additional required water will have to be procured by the occupants/Purchaser/Allottee/s at their own cost, collectively through the Association or the Apex Body as the case may be and shall not take any objection regarding this matter and shall keep Local Authority/Sanctioning Authority/

Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Association or Apex Body from time to time. The Promoter further discloses that, the Promoter will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards.

70. Till a separate electric meter or a water meter is installed/allotted by the MSECDL and any other authority, the allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Apartment.

71. The Promoter shall have right to transfer the project to any third party / entity subjected to due compliance of the conditions as laid down under Section 15 of The Real Estate Act, 2016.

72. The Promoters shall be entitled to retain with itself or transfer the title / possession / use of the reserved portion on such terms and conditions as the promoter may from time to time decide.

73. It is hereby agreed by and between the parties thereto that the Civil Court in Pune alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by and between the parties hereto regarding performance of their respective obligations under the terms hereof.

74. This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016, and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (d). The Purchaser/s herein has paid stamp duty of Rs. ____/- along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners/Consenting Party herein in favour of the Purchaser/s herein in respect of the said Unit/accommodation. If additional stamp duty or registration charges are required to be paid at the time of conveyance or in respect of this agreement, the same shall be paid by the Purchaser/s alone and the Flat Purchaser/s herein agrees/agree to the same.

VALUATION AND STAMP DUTY:

LOCATION : S. No. 11/8 & Others, Ambegaon Budruk, Pune - 411046.

Market Rate Per Sq. Mtrs. : Rs. 40,980/-

Vibhag No. : 27 / 27.6

DESCRIPTION OF THE PROPERTY

FIRST SCHEDULE

All that consisting of land admeasuring 16800.00 sq. mtrs., from and out of sanctioned layout of lands being,

- A.** All that piece and parcel of land and ground admeasuring 00 H 40 Ares out of land bearing Survey No. 12, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli.
- B.** All that piece and parcel of land and ground admeasuring 0 H 40 Ares out of land bearing Survey No. 12, Hissa No. 2A, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli.
- C.** All that piece and parcel of land and ground admeasuring 0 H 40 Ares out of land bearing Survey No. 12, Hissa No. 3, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli.

Nos. A, B and C jointly bounded as follows:

On or towards East : Land bearing S. No. 16.

On or towards West : Land bearing S. No. 12.

On or towards South: Remaining land out of S. No. 12

On or towards North: Land out of S. No. 11 owned by Mr. Kondhare.

- D.** All that piece and parcel of land and ground admeasuring 00 H 40 Ares out of land bearing Survey No. 11, Hissa No. 8 totally admeasuring 01 H 22 Ares, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli.

On or towards East : Land bearing S. No. 16.

On or towards West : Land bearing S. No. 11/8 (part).

On or towards South: Land bearing S. No. 12.

On or towards North: Land bearing S. No. 1, Hissa No. 1 and 2.

- E.** All that piece and parcel of land and ground admeasuring 00 H 2 Ares out of land bearing Survey No. 16, Hissa No. 5 totally admeasuring 01 H 27 Ares (including 00 H 1 Aar potkharaba) and land admeasuring 00 H 6 Ares out of land bearing Survey No. 16, Hissa No. 5/1 admeasuring 00 H 21 Ares, situated at Ambegaon Budruk, Pune which is within the limits of Grampanchyat Ambegaon Budruk, Taluka Panchayat Samiti Haveli, Zilla Parishad Pune, which is within the Registration District Pune, Registration Taluka Haveli and the same is bounded as under.

On or towards East : Remaining part of S. No. 16.

On or towards West : Land bearing S. No. 12.

On or towards South: Part of Land bearing S. No. 16.

On or towards North: Part of Land bearing S. No. 16

SECOND SCHEDULE

Flat/ Unit bearing No. ____, admeasuring ____ sq. mtrs., (carpet area) (subject to variation of 3%) on the ____Floor, in building / wing "E2" of the scheme / project known as "Nirman Viva" being constructed on land admeasuring ____ sq. mtrs., out of the said project land totally admeasuring 1942.28 sq. mtrs.

In addition to the above mentioned carpet area of the said flat, an exclusive balcony (enclosed as per sanctioned building plan) admeasuring __ sq. mtrs., and dry balcony/terrace admeasuring __ sq. mtrs., and an exclusive open terrace admeasuring __ sq. mtrs., is appurtenant/attached to the said flat for the exclusive use of the Purchaser herein.

THIRD SCHEDULE

A] COMMON AREAS AND FACILITIES:

1. The land described in the schedule above (subject to the right of exclusive use of open space, garden, etc.)
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lifts in the building/s.
4. Entrance lobby and common toilet in parking area;
5. Common drainage, water and electrical lines.

6. Common ground water storage tanks and overhead water tank and plumbing machinery, pumps etc.
7. Common solar water heating system
8. Compound walls, fencing and gates.

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. The Ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Promoter at its discretion and as shown in the plan hereto annexed.
3. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats if so specifically allotted by the Promoter.
4. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT
AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN**

SIGNED AND DELIVERED

by the within-named Developer / Promoter

M/S. NIRMAN HOMES, THROUGH

MR. SANDEEP BALKRISHNADAS MAHESHWARI,

(PARTY OF THE FIRST PART)

SIGNED AND DELIVERED
by the within-named Purchasers

1. Mr. _____

2. Mrs. _____

(PARTY OF THE SECOND PART)

SIGNED AND DELIVERED
by the Consenting Party through
their within named POAH

**MR. SANDEEP BALKRISHNADAS MAHESHWARI
(PARTY OF THE THIRD PART)**

In the presence of :

1.	2.
Sign:	Sign:
Name:	Name:
Address:	Address: