

DATE: - _____

Siddharth Properties, is the promoter and developer of the project known as “Saarrthi Swadesh”, situate at Gat no. 359, situate at village Jambhul, Taluka Maval, District Pune, Maharashtra (“the Project”). The Intending Purchaser/s has/have expressed his/her/their willingness to purchase an apartment in the Project, as set out below.

PERSONAL DETAILS OF THE INTENDING PURCHASER/S

NAME1:		DOB :	AGE:
COMPANY:		OCCUPATION:	PAN:
ADDRESS :			
MOBILE:		LANDLINE:	OFFICE:
EMAIL:			
NAME2:		DOB :	AGE:
COMPANY:		OCCUPATION:	PAN:
ADDRESS :			
MOBILE:		LANDLINE:	OFFICE: -
EMAIL:			

Apartment Details

(As per the tentative plan, which shall be subject to change/modification)

APARTMENT PARTICULARS	
BUILDING NAME	
TYPE OF APARTMENT	
APARTMENT NO.	
FLOOR	
CARPET AREA	_____ SQ.MTS
AREA OF ENCLOSED BALCONY	_____ SQ.MTS
AREA OF CUPBOARD	_____ SQ.MTS
AREA OF ATTACHED TERRACE	_____ SQ.MTS
AREA OF ATTACHED GARDEN	_____ SQ.MTS
AREA OF LOBBY/ VERANDAH	_____ SQ.MTS
TOTAL AREA OF APARTMENT	_____ SQ.MTS
TOTAL CONSIDERATION (exclusive of other charges as mentioned below)	Rs. _____
EXCLUSIVE RIGHT TO USE PARKING AREA	_____ SQ.MT

The Intending Purchaser/s hereby confirm/s that all information provided to the Purchaser/s, is provided only for guidance purposes and it does not constitute any invitation to offer/acceptance of offer, in respect the abovementioned apartment and/or otherwise. Any representation/s made by the Promoter/Developer does not constitute a legally binding agreement.

In view to express the intent to purchase the abovementioned apartment in the Project, the Intending Purchaser/s has paid an amount of Rs. _____ (the "said Amount") to the Promoter/Developer.

After intimation from the Promoter/Developer regarding the execution and registration of agreement to sale, the intending purchaser, within 7 days shall execute and register, Agreement for Sale and other ancillary deeds and documents ("Transaction Documents"), as prescribed under applicable laws, subject to the payment of the balance consideration (inclusive of self-contribution and sanctioned home loan). The legal relationship between the parties and their respective rights and obligations, will be governed by the Transaction Documents, as and when the same are executed.

In the event, the Promoter/Developer executes the Transaction Documents in favour of the Intending Purchaser/s, for selling the abovementioned apartment, the said amount shall be adjusted in total payment to be made by the Intending Purchaser/s to the Promoter/Developer.

The details of the total amounts payable in respect of the abovementioned apartment, the amount of stamp duty & registration charges (as applicable, and subject to change), and other miscellaneous charges, which shall be required to be paid by the intending purchaser separately, while executing Transaction Documents,.

The aforesaid amounts are exclusive of applicable GST / service taxes/ VAT or any other taxes levied by the Government or any Authority, as well as deposit amount/ corpus funds and maintenance charges incidental to the management and maintenance of the building and the apartment, which shall be exclusively borne by the Intending Purchaser/s.

The Intending Purchaser/s shall solely be responsible for obtaining a home loan and the Promoter/Developer will not have any obligation in respect thereof.

In such an event (i) the Intending Purchaser fails to execute and register the Transaction Documents, as mentioned above, within a stipulated time (which may be extended solely at the discretion of the Promoter/Developer), and/or (ii) the Intending Purchaser cancels the present arrangement, the amounts paid by the Intending Purchaser shall stand forfeited upto Rs.1,00,000/-, and the balance amount, if any, (without any interest) shall be refunded by the Promoter/Developer, within 60 days. In such event, the Promoter/Developer shall be entitled to deal with the abovementioned apartment, as it may deem fit and the Intending Purchaser, shall not have any right, title, interest, claim etc., in respect of the abovementioned apartment and/or against the Promoter/Developer.

Thanking You.
Yours Faithfully,
Applicant No.1 _____
ApplicantNo.2_____

Sales Person: _____
Housing Loan from Bank: _____
Loan Amount: _____
_____Bank Person Name & Contact No.

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this ____ day of _____ 2017.

BETWEEN

M/s. **SIDDHARTH PROPERTIES**, a registered partnership firm [PAN AAZFS 3607 C], represented through its partner ABHIJEET VASANT SHENDE, aged about 35 years, occupation: Business, having office at 501 Eden Hall, Opp. Om Super Market, Model Colony, Pune 411 016,

hereinafter referred to or called as "**the Promoter**" (which expression unless repugnant to the context or meaning thereof shall mean and include the aforesaid company, its successors-in-title, administrators, liquidators and assignees) ... **PARTY OF THE FIRST PART;**

AND

1. _____
age about _____ years, occupation – _____
PAN NO.: _____

2. _____
age about _____ years, occupation – _____
PAN NO.: _____

Residing at _____
_____.

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

survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns)..... **PARTY OF THE SECOND PART.**

AND

SHIVAJI PANDURANG BHAGWAT [PAN AAVPB 4804 E], (proprietor of M/s.BHAMA CONSTRUCTIONS) aged about 46 years, occupation: agriculture and business, residing at, 1140, Indira Prasad, Shukrawar Peth, Pune: 411 002,

(hereinafter collectively referred to as "**Confirming Party**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, successors in interest and permitted assigns, executors... **PARTY OF THE THIRD PART**

WHEREAS:

1. The Promoter is entitled to the property bearing Gat No. 359, village Jambhul, Taluka Maval, District Pune, more particularly described in the **Schedule - I** written hereunder (hereinafter referred to as the "**said Land/ PROPERTY**").
2. By and under a Sale Deed dated August 2, 2013 registered in Sub Registrar Maval at Serial No. 5652 of 2013 the Confirming Party sold, transferred, conveyed and assigned all his right, title and interest in respect of the property bearing Gat No. 359 area admeasuring Hectare 1.28.45 Are out of total area admeasuring Hector 2.56.9 Are in favour of the Promoter for the consideration and on the terms and conditions contained therein.
3. By and under Development Agreement dated August 2, 2013 registered in Sub Registrar Maval at serial No. 5654 of 2013 Confirming Party has also granted development rights in respect of property bearing Gat No. 359 area admeasuring Hectare 1.28.45 Are out of total area admeasuring Hector 2.56.9 Are in favour of the

Promoter, for the consideration and upon terms and conditions contained therein.

4. By and under a Power of Attorney dated August 2, 2013 registered in Sub Registrar Maval at serial No. 5654 of 2013 Confirming Party appointed the Promoter as his constituted attorney in respect of the property bearing Gat No. 359 area admeasuring Hectare 1.28.45 Are out of total area admeasuring Hectare 2.56.9 Are for the terms and conditions contained therein.
5. By and under Supplementary Development Agreement dated February 2, 2014 registered in Sub Registrar Maval at serial No. 1574 of 2014 and upon terms and conditions contained therein, Confirming Party has confirmed his retained area in the form of Units. The list of retained units is annexed to the Supplementary Agreement
6. By and under Supplementary Development Agreement dated April 4, 2017 registered in Sub Registrar Maval at serial No. 2017 of 2016 and upon terms and conditions contained therein, Confirming Party has confirmed his additional retained area in the form of Units. The list of additional retained units is annexed to the Supplementary Agreement
7. The Promoter is absolutely entitled to implement ownership flats scheme upon the said Land. The Promoter intends to develop the said Land, by constructing multistoried, high rise building on the said Land by utilizing permissible available FSI and buildable potential etc., as may be permitted.
8. Being the Promoter of the said Land, in accordance with the Development Control Rules applicable, the Promoter has prepared a plan consists of (i) 4 buildings namely Arya A, Arya B, Arya C and Arya D each having ground floor parking plus Seven floors habitable, (referred herein as "the said Buildings"), ii) Club house/ Multipurpose hall and iii) Amenity space area and iii) separate plot admeasuring 7000 sq.ft buildable for use and occupation of the Confirming party. Herein after collectively referred to as the **said Proposed Layout Plan**. (The said Proposed Layout plan is annexed herewith as

Annexure 1A). On the basis of the said proposed Layout plan, the Promoter is developing an ownership scheme on the said Land excluding the Amenity Space area, and plot admeasuring 7000 sq.ft buildable for use and occupation of the Confirming party, under the name and Style "**SAARRTHI SWADESH**" comprises of (i) the said buildings, and (ii) club house/ Multipurpose hall, are collectively referred as the "**said Project**". **It is marked in a plan attached as annexure 1B**, which shall be deemed to be **REAL ESTATE PROJECT** as contemplated under the said Act.

The Location of internal road, and other services has been shown in the Plan.

9. The Promoter shall endeavor to complete the said Buildings of the said project on or before 30.09.2018. Further, the Promoter shall endeavor to provide possession of Club house/multipurpose hall of the said project on or before **31st March 2019**.
10. The Promoter has sole and exclusive right to sell the Apartments in the Building/s and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said Project, the Promoter has to pay / paid premium etc. for obtaining additional sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc. the apartments, by entering into agreements and to receive the consideration in respect thereof.
11. The Promoter has appointed Design Architect for the said Project, 'Abhikalpan Architects and Planners, registered with the Council of Architect of India and having office at 301/2, S.no. 2/9 and 2/5-A, Purushottam Plaza, Baner Road, Pune 45, and appointed Laisoining Architect Gohad Architects, having office at 101, Malhar, Plot no. 16, S.no 16/6, Erandawana Co-op. Hsg. Society, Erandawana, behind ShamaprasadMukharjee Garden, PatwardhanBaug, Pune, for

preparation of the layout and drawing of the buildings. The Promoter has also appointed structural engineer 'Hansal Parekh and Associates, registered with the Council of Structural Engineers of India and having office at Office No 3/7 3rd Floor Vidhin Plaza, Baner Pashan Road, Baner, Pune - 411045, for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Project. The Promoter has appointed Chartered Accountant, 'CA Saransh Dey and Associates', registered with the Council of Chartered Accountant of India and having office at Bunglow no. 21, Royal Vista, Palace Orchard Co. op. Hsg. Society, NIBM road, Undri, Pune 60, for accounts audit and compliance purposes. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer or Chartered Accountant, at its sole discretion, if so required, before the completion of the said Project and appoint new Architect, structural engineer or Chartered Accountant.

12. The Promoter has represented to the Allottee that the development of the said Project shall be in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "**RERDA**") and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "**MOFA**") and rules made there under, as applicable on the date of this presents. All the rights and obligations of the Parties under this Agreement shall be governed thereunder.
13. The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the said Land, the plans, designs and specifications prepared by the Architect. The Promoter has also requested and permitted the Allottee to carry out independent search by appointing

his/her own Advocate and to raise any further queries, regarding the title, rights, and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the Owners to the said Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Project, the Allottee has decided to purchase an Apartment in the said Project and has requested for an allotment of an Apartment No._____, in **Building** _____ and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule-II** written hereunder and hereinafter referred as "**the said Apartment**".

14. The carpet area of the said Apartment is _____ **square meters**, and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive open balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and area of the balconies amalgamated in rooms as permitted by PMRDA. For the purpose of this agreement the Promoter has calculated Carpet area as per RERA Circular no. 4/2017 dated 14.06.2017.
15. The Promoter has prepared a plan of (i) 4 buildings namely Arya A, Arya B, Arya C and Arya D each having ground floor parking plus Seven floors habitable, (referred herein as "the said Buildings"), ii) Club house/ Multipurpose hall and iii) Amenity space area and iii) separate plot admeasuring 7000 sq.ft buildable for use and occupation of the Confirming party. Herein after collectively referred to as the **said Proposed Layout Plan**. (The said Proposed Layout plan is annexed herewith as **Annexure 1A**) envisaged to be constructed upon the said Land.

Accordingly, the Promoter has obtained several approvals from the concerned local authority viz the plans, the specifications, elevations, sections and of the said Building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupation Certificate of the said Building/s. The Promoter has obtained sanctions, permissions etc. as follows:

The Promoter has got the approval for the said buildings up to 7 floors from the concerned local authority. Accordingly, the Promoter has obtained an initial NA permission bearing No. PMA/NA/SR/311/13, dated 30/01/2014, for 7 floors, from the Asst. Director of Town Planning, Pune Branch, Pune, and the Collector of Pune, for the layout and the building plans. (The said Sanctioned Layout plan is annexed herewith as **Annexure 1C**).

Further, as per said proposed layout plan, permission for (i) club house/multipurpose hall and (ii) plot admeasuring 7000 sq.ft buildable for use and occupation of the Confirming party will be obtained by the Promoter from concerned authority;

To develop the said project as per the said proposed layout plan the promoter shall revise the sanctioned layout plan. However, such change in sanctioned layout plan shall not affect the apartment allotted to the Allottee adversely and or in any other manner.

The aforesaid disclosures form an integral part of the present Agreement. It is further clarified that, if there are any further clearances/sanctions are required from any relevant authority/ies, the same shall be obtained in due course of time, by the Promoter. The Promoter hereby undertakes to abide by all the statutory terms and conditions as may be prescribed by relevant authorities from time to time. The Promoter shall obtain occupation certificate/ part or in full Completion Certificate in respect of the said Project, in phase wise manner, as per the development of the said Project.

16. While sanctioning the above said plans 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 the said Building/s and upon due observance and performance of which only the completion or occupation certificates in respect of the said Building/s shall be granted by the concerned local authority. The Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.
17. The copy of proposed layout plan is annexed hereto as **Annexure 1A**. The copy of plan showing the said Project is annexed hereto as **Annexure-1B**. The copy of sanctioned layout plan is annexed hereto as **Annexure 1C**. The copy of plan showing 15 mts internal Road and 12 mts internal road is annexed hereto as **Annexure-1D**. The floor plan of the said Apartment is annexed hereto as **Annexure-2**. The specifications for the said Apartment are stated in **Annexure-3** annexed hereto. The common amenities and facilities of the said Project are stated in **Annexure-4** annexed hereto. The NA permission issued by the Collector, Pune is annexed hereto as **Annexure-5**. Copy of the 7/12 extract recording the name of the Owners for the said Land is annexed hereto as **Annexure-6**. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as **Annexure-7**.
18. Prior to entering into this transaction the Promoter discloses to the allottee as under-
19. The Promoter discloses that pursuant to the Deed of Mortgage dated January 19, 2016, registered in the office of the Sub-Registrar, Maval, at serial No.877/2016 on the same day, the Promoter mortgaged the said Land together with the building/s consisting of units therein, with ICICI Bank Limited , a company incorporated under the Companies Act, 1956, and a bank within the meaning of Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390007 and its Regional Head office at A wing 3rd and 4th

floor, Shangrilla Gardens, Bund Garden Road, Pune 411001 ("LENDER") and created charge against the said Land.

20. pursuant to the aforesaid Deed of Mortgage, the respective Allottee/s is/are required to pay and discharge the consideration in respect of the corresponding Apartment, which is to be purchased by him/her/them/it, by drawing cheque(s)/ pay order(s)/ demand draft(s) favour _____; bearing No. _____,
- a. The name of the Owners is shown in revenue record as the owners and possessors of the said Land, being of class-I occupancy, free from any restriction on alienation.
 - b. There are no litigations pending in respect of the said Land and/or the said Project.
 - c. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said 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 said Project, said 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 said Project, said Land, Building/wing and common areas.
 - d. 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.
 - e. 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 said Land, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.

- f. 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.
- g. The Promoter has specifically disclosed the Allottee that the piece of land bearing Gat no. 358, is situated in middle of the said land. Therefore, for better utilization of potential FSI /Far of the said Land, the Promoter is planning to amalgamate the land bearing Gat no. 358 with the said Land. Therefore, the Promoter may initiate negotiations with the land owners and thus, upon successful negotiation the Promoter may acquire the same from the land Owner for development in amalgamation with the said Land. The Promoter also states that due to such amalgamation FSI potential of the said Land may be increased. The same shall be utilized by the Promoter on the said Land for the said Project. In that case, Promoter has reserved its right to consume the same by obtaining sanction for the lay out and building plan.
- h. The Promoter has specifically disclosed the Allottee that the Promoter may initiate negotiations with the land owners of adjacent lands with intention to acquire the adjacent land for independent development or development in amalgamation with the said Land, and thus, upon successful negotiation the Promoter and or its assigns and or its sister concerns may acquire the same from respective Owners. In that case the Promoter and or its assigns or its sister concerns shall obtain sanction for that particular project on the basis of the said 15 mts internal road. The Promoter also disclosed that the Amenities provided for the said Project shall not be shared with intending allottees of future project specifically to be developed on the adjacent land However the 15 mts internal road developed by the Promoter shall be used by the intending allottees of the future project developed by the Promoter or its assignees or sister concerns. The Promoter also states and confirms that the Promoter shall form separate organization of Allottees of this future project.

- i. The Promoter also states that, the Promoter has promised to give plot admeasuring 7000 sq.ft buildable as shown in the said Proposed Plan to the Owner/ confirming party for his use and occupation. It is clear that any construction which will be carried out on this plot shall not be the part of Allottees Organization of the said project. However the Owner shall have right to use the said 15 mts internal road of the said Project as shown in Annexure 1D.
- j. The Promoter also states that the adjacent lands bearing Gat no. 296, 304 to 309, 340 etc. were owned by the Promoter. However, the Promoter has transferred these gat numbers to Maharashtra Housing and Area Development Authority (MHADA) vide registered sale deed. The Promoter also states that as per the sale deed with MHADA, the MHADA and the intending allottees of project being developed by MHADA shall use the said 15 mts internal road and MHADA also shall obtain plan sanction on the basis of the said 15 mts Internal road. The Allottees of the said Project shall not raise any objection for the same.
- k. The Promoter also states that pursuant to the Notification No.012016/49/82 dated 11.10.1983 and 012016/49/82, dated 17.10.1987 issued by the Government of Maharashtra, the Hindustan Petroleum Corporation, Mumbai was allotted rights to use a acquired portion, admeasuring "Hectare 0.25.34 Are" out of the said Land, for its pipe lines, subject to the obligation mentioned therein for use and occupation of the said Land by the Landowner and same shall be applicable to the Allottees and its Organization.
- l. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and the Structure of the said Project to the organization to be formed,
- m. 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 till the completion of the said Project.

- n. 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 Land) has been received or served upon the Promoter in respect of the said Land and/or the said Project.
 - o. The Promoter is entitled to adopt any suitable construction methodology/technology as may be advised and approved by the structural design consultant and project Architects, including rapid construction technology for construction of building structure, which includes casting of certain external and internal walls of the apartments in RCC structure simultaneously while casting of building floor slabs.
21. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs._____/ - (Rupees _____) only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing.
22. Subject to the aforesaid, the Promoter has agreed to sell and the Allottee has agreed to purchase the said Apartment, and the parties hereto therefore, are executing present Agreement to Sell, in compliance with Section 13 of the RERDA and Section 4 of the MOFA and rules made there under, and hence these presents.
23. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment as stated hereunder.

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

1. The Promoter intends to develop the said Project as per the said Proposed Layout. However, the **said Project** will comprise of (i) the said buildings, and (ii) club house/ Multipurpose hall ,

The development shall be in accordance with the plans, designs and specifications as 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/modifications which may adversely affect the apartment of the Allottee, except any alteration /addition required by any government authorities or due to change in law.

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one **Apartment No. ____** of total area admeasuring _____ Sq.mts (total apartment area calculation is given in the **Schedule II** herein below) out of total area of apartment the carpet area of Apartment is admeasuring _____ **square metres** (_____ Sq.ft. The same is calculated as _____ Sq.mts x 10.764) on _____ **floor** in the **Building No. ____** (herein referred to as "**the Apartment**") more particularly described in the **Schedule II** herein) along with the appurtenances thereto, as shown in the Floor plan hereto annexed and marked **Annexure-2**, for the consideration of **Rs. _____/- (Rs. _____ Only)** including share money, application entrance fee of the Society or Limited Company/Federation/ Apex body, charges towards formation and registration of the Society or Limited Company/Federation/ Apex body, proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body the charges towards MSEDCL meter deposit, meter installation, service line charges, transformer charges, deposit towards Water, Electric, and other utility and services connection charges are already included in the total lump sum consideration of the said Apartment.

3. The Promoter has disclosed the proposed parking plans and accordingly the Promoter has made provision of parking space admeasuring _____ sq.mts for exclusive use of the allottee. The allottee shall not raise any objection for the same.

4. **Consideration:**

4.1 The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rs. _____ only) as advance and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs. _____/- (Rs. _____) in the following manner :-

Sr.	Stage	% of Payment
1	On Agreement	20%
2	On or before completion of Plinth	10%
3	On or before completion of First Slab	10%
4	On or before completion of Third Slab	10%
5	On or before completion of Fifth Slab	15%
6	On or before completion of Seventh Slab	15%
7	On or before completion of Brick Work and Plaster	10%
8	On or before completion of Flooring	5%
9	On or before possession	5%
	Total	100%

4.2 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other applicable taxes, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction) up to the date of handing over the possession of the said Apartment and/or otherwise, and the same will be paid by the Allottee from time to time, as and when raised by the Promoter. The total negotiated sale consideration has been arrived at, by passing on the benefits of the input credit factoring in the legal framework set out under the Goods and Services Tax, 2016 of mechanism of input credit and anti-profiteering clauses, stipulated thereunder. The Promoter has already

passed on the benefits thereof to the Allottee by revising the prices. The Allottee has been made aware of this and he shall not dispute the same

4.3 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.

4.4 The Promoter has informed to the Allottee that, the construction of the building/s in the said Project as well as the apartments therein will be completed as per situation at the site and the Promoter may carry out more than one work simultaneously or may change the chronology of construction stages. In such an event, the Allottee shall be liable to pay the installment as per the work progress, as stated above.

4.5 The Allottee shall pay the aforesaid consideration alongwith all applicable taxes, etc. to the Promoters on due date or within 7 days from the Allottee receiving the intimation in writing on paper or by E-mail and SMS from the Promoters calling upon the Allottee to make the payment. It is clarified that the payment in time is the essence of the contract.

4.6 The Promoter informed to the Allottee/ Purchaser that, the payment towards the consideration and interest thereon if any has to be made by the Allottee/ Purchaser by RTGS/ NEFT/ local Cheques / Demand Draft issued / drawn in the name of "_____".

4.7 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest @ 2% on and above the Marginal Cost of Lending Rate of the State Bank of India per month or part thereof at monthly rest, on all the amounts which become due and

payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Allottee.

4.8 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.

5. CARPET AREA:

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. The Promoter and the Allottee specifically agree that the total consideration of the said Apartment have been settled by and between them on the basis of the carpet area of the said Apartment and Promoter is charging the total consideration only for the carpet area of the said Apartment. The Promoter and the Allottee therefore mutually agree that the total consideration of the said Apartment shall not be affected if the actual carpet area of the said Apartment is found out to be less or more upto the 3% of the carpet area of the said Apartment as stated in this agreement. However if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in carpet area on pro rata basis based on the consideration stated in Clause herein above mentioned

6. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION:-

- 6.1 Subject to the provisions hereof, the Allottee hereby provide his/her/their no objection for variation, alteration and modifications in the sanctioned layout and building plan, including the variations as may be considered necessary or as may be required by concerned development controlling authority / Government etc..
- 6.2 The Promoter has informed the Allottee that, in the sanctioned building plan, the balconies (open and enclosed as the case may be) have been shown separately. However, for better utilization of space, the enclosed balconies have been and amalgamated into the room/s. The aforesaid amalgamation has been duly approved by the concerned development control authority in accordance with the prescribed rules and regulations and the necessary premium has been paid in respect thereof.
- 6.3 The Allottee has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Land, amenity FSI, paid FSI, premium FSI and permissible TDR, or any other FSI, as may be permitted by Development Controlling Authority from time to time. The Promoter has reserved its right to consume the same by obtaining sanction for the building plan with vertical changes or otherwise of the building/wings in the said Project. For the aforesaid purpose, the Allottee, by executing the present Agreement, has given consent.
- 6.4 In case of any variations or modifications which adversely affects the said Apartment and prior consent of the Allottee is required, the Allottee shall give and the Promoter shall obtain prior written consent from the Allottee in respect of such variations or modifications which adversely affect the said Apartment which the Allottee has agreed to purchase on ownership basis in pursuance of this instrument.
- 6.5 In the event of any technical or design related requirement, specified by the architect or consultants or execution engineer, or betterment of the said Project, the location/specification of the common facilities and services provided for the said Project, or the said Buildings, are/may required to be changed, then such an event the Allottee shall not raise any

objection in respect thereof and the Promoter shall have sole discretion in that regard.

7. DISCLOSER PERTAINING TO FSI UTILIZATION:

- a. The Promoter hereby declares that the existing approved Floor Space Index available for consumption in respect of the said Land is 15750.22 square meters only and the Promoter has planned to utilize Floor Space Index by availing TDR, or FSI available on payment of premiums, amenity/reservation FSI 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. Further, the piece of land bearing Gat no. 358, is situated in middle of the said land. Therefore, for better utilization of potential FSI /Far of the said Land, the Promoter is planning to amalgamate the land bearing Gat no. 358 with the said Land. Therefore, the Promoter may initiate negotiations with the land owners and thus, upon successful negotiation the Promoter may acquire the same from the land Owner for development in amalgamation with the said Land. The Promoter also states that due to such amalgamation FSI potential of the said Land may be increased. The same shall be utilized by the Promoter on the said Land for the said Project. In that case, Promoter has reserved its right to consume the same by obtaining sanction for the lay out and building plan.

8. TERMINATION OF AGREEMENT:

- 8.1 If the Allottee commits a breach of any terms and conditions of this agreement for whatsoever reason including non-payment of any installment of the consideration, within stipulated period, the Promoter shall have absolute right and authority to terminate this Agreement by giving prior written notice of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions being grounds for proposed termination. The Allottee within 15 days from the receipt of such notice may get the default rectified. After giving notice

in writing, if the Allottee fails to rectify the default / breach of terms and conditions within the stipulated period, this transaction shall stand cancelled and all right, title, interest of the Allottee under this Agreement in respect of the said Apartment stands extinguished and the Allottee shall only have a right to refund of the amount, paid till date without any interest, subject to conditions stated herein, on execution and registration of the Cancellation Deed.

8.2 If the Allottee, for any reason whatsoever, desires to terminate this Agreement / transaction in respect of the said Apartment then, the Allottee shall intimate the same in writing by sending 15 days prior notice to the Promoter. Thereafter, on the terms and conditions contained hereinafter, the Promoter shall be entitled to deal with the said Apartment with the prospective buyers.

8.3 In the event aforesaid, all the agreement/documents/instruments (under whatsoever head) executed by and between the parties shall stand automatically cancelled and neither party shall have any right, title, interest or claim against each other except as provided hereinafter.

8.4 The Allottee shall be entitled to receive the amount being refund of consideration paid by the Allottee to the Promoter after re-disposing of said Apartment by the Promoter as under :-

- (i) If the Promoter is able to dispose of the said Apartment for the same consideration or higher consideration as compared to the consideration agreed between the Promoter and the Allottee then, the Allottee is entitled to receive and the Promoter shall be liable to repay the consideration paid by the Allottee to the Promoter in pursuance of this present, without any interest or any additional amount under whatsoever head. The Promoter shall refund to the Allottee above referred amount after deduction without any interest, in 3 (three) monthly equated instalments commencing from the date on which the said Apartment is sold by the Promoter to any new Allottee by executing Agreement for Sell in favour of such new Allottee. The instalments of

refund shall be payable by the Promoter to the Allottee on the respective due dates thereof. The Allottee shall have no lien, charge or any other right in and upon the said Apartment on termination.

- (ii) If the Promoter is able to dispose of the said Apartment for the lesser consideration than the consideration agreed herein, the Promoter shall be entitled to deduct such deficit amount from the amounts paid by the Allottee to the Promoter towards the consideration of the said Apartment and shall repay the balance amount without any interest or any additional amount under whatsoever head.

8.5 The Allottee shall not be entitled to receive refund of the amount paid by the Allottee to the Promoter on account of Service Tax, VAT, Local Body Tax, GST or any other taxes, Cesses, stamp Duty, Registration Fee, etc.

8.6 If the Allottee avails housing loan in respect of the said Apartment from any bank/financial institute, etc. then the Allottee is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute for releasing the encumbrance of loan and interest thereon on the said Apartment.

8.7 Without prejudice to the aforesaid, on termination of this Agreement, the Allottee shall only have right to receive the refund of the aforesaid amount, on execution of the Cancellation Deed and all other rights under this Agreement of the Allottee stand automatically extinguished.

8.8 Notwithstanding any of the above clauses, if the Promoter fails to give possession of the said Apartment on the due date, on account of any adverse order being passed in any proceeding by any Court or for any reasons beyond control of the Promoter, the Allottee will be entitled to terminate this agreement by issuing a letter in writing and on such termination, the Promoter shall within 30 days of such termination, refund the entire amount received under this Agreement simultaneous to the Allottee executing a registered Cancellation Deed by producing no dues certificate of the bank/financial institute. If any amounts are outstanding

on such date, the same will be paid by cheque/demand draft by the Promoter to such bank/financial institute on behalf of the Allottee, on execution of Release Deed by such financial institute releasing the encumbrance on the said Apartment.

8.9 For the aforesaid Release Deed, the Allottee at the time of execution and registration of the Cancellation Deed, shall execute a Special Power of Attorney, appointing the Promoter as the constituted attorney to represent the Allottee before aforesaid bank/financial institute to repay loan along with interest and to obtain Release Deed executed, in respect of the said Apartment.

8.10 Notwithstanding anything contented hereinabove, it is specifically agreed and understood by and between the parties that, after issuing the notice and acceptance thereof by the other party, with particular date for refund of amount and in case of termination of this Agreement as aforesaid, after sending the notice of termination, if the Allottee fails to attend the execution and registration of the deed of cancellation, the Promoter shall not liable to pay any interest in respect thereof for the amount of refund to be paid by the promoter to the Allottee.

9. DELIVERY OF POSSESSION:

The Promoter shall endeavor to complete the said Buildings of the said project on or before 30.09.2018. Further, the Promoter shall endeavor to provide possession of Club house/recreational building of the said project on or before 31st March 2019.

9.1 It is further clarified that the Promoter shall be entitled for an extension of Six months grace period, for delivery of the possession of the said Apartment, beyond the aforesaid date of the possession

9.2 Promoter shall be entitled to reasonable extension of time beyond grace period for giving possession of the said Apartment on the aforesaid date, if the construction and completion of said Apartment or the said building in which the said Apartment is to be situated, is delayed on account of all force majeure events stipulated in the Act including but not limited to:

i) Non, availability of steel, cement, other building materials, water or

electric supply or labour;

ii) War, civil commotion or act of God;

iii) Changes in any rules, regulations, bye — laws of various statutory bodies and authorities from time to time affecting the development and the project.

iv) Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee; Any other circumstances that may be deemed reasonable by the Authority.

v) Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the said building / said unit, road NOC or completion certificate from appropriate authority.

vi) Extension of Minimum three months on each instance of delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 7 above).

vii) Any notice, order, rule, notification of the Government and/ or public or competent authority.

viii) Pendency of any litigation or order of the Court.

ix) Extension of Minimum four months will be granted by the Allottee in case any changes extra / additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee.

9.3 After completion of construction of the said Apartment, the Promoter shall inform in writing to the Allottee that the said Apartment is ready for use and occupation and on receipt of such intimation, the Allottee shall take the possession of the said Apartment, within 15 days, after inspecting the said Apartment in all respect and the same is according to the terms and conditions of this Agreement. After the Allottee is satisfied herself/himself as aforesaid, at his/her request the Promoter shall give the possession of said Apartment to the Allottee only on payment of all dues payable by the Allottee.

9.4 The Promoter specifically informed the Allottee that, the said Project comprises of various common amenities like club house, landscaped

garden, swimming pool etc. and the construction of such common amenities will be completed in due course, and the Allottee shall be bound to take the possession as stated above irrespective of the stage of completion of the common amenities of the said Project.

- 9.5 In the event Promoter, fails to complete the construction of the said Apartment, within the aforesaid period, the Allottee shall be entitled to receive compensation from the Promoter, calculated at the rate of @ 2% on and above the Marginal Cost of Lending Rate of the State Bank of India month (on the consideration paid till such date) in respect of the said Apartment, from the agreed date of possession (subject to the permissible extension as above), till the construction of the said Apartment is completed and the same is ready for handing over to the Allottee, provided, that the Allottee has duly paid the requisite installments of the consideration and not committed any breach of this agreement. The aforesaid amount will be duly adjusted/paid at the time of delivery of possession of the said Apartment. It is clarified that the acceptance of the delayed payment made by the Allottee to the Promoter shall not amount to waiver. In the event, the Allottee has failed to pay the due installment/s on due date, he shall not be entitled to the aforesaid compensation, irrespective of the payment of an interest on delayed installments. It is further agreed between the parties hereto that, after receiving the possession of the said Apartment by the Allottee in pursuance of this clause, the Allottee shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter.

10. FORMATION OF ORGANISATION:

- 10.1 The Promoter shall form a Co-operative Housing Society and or association of apartment and or any other form of organisation of the Apartment owners of the said Project and shall get all the Apartment owners admitted therein as its members. It is further clarified that the Promoter shall do the aforesaid, within period of One year from the date of the receipt of the occupation certificate for the said Project or within a

period promoter deems fit and the receipt of the full consideration and all payable dues, by the Promoter.

10.2 The Allottee shall not raise any objection in respect thereof and he shall become member of such Organisation.

10.3 The Allottee shall join the Promoter in forming and registering the such organisation like Society/ Association of Apartments or any other organisation, sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the organisation like Society/ Association of Apartments or any other organisation and for becoming a member, including the bye-laws of the proposed organisation like Society/ Association of Apartments or any other organisation and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register that organisation of the Allottees of the apartment/s in the said Project.

10.4 Upon completion of the said Project, the Promoter along with the Owners shall execute a Sale Deed/ Conveyance Deed, in favour of such organization, within the period of 12 months from the date of receipt of full and final completion/occupation certificate for the said Project and receipt of total outstanding consideration of the flats sold by the Promoter.

10.5 It is clarified that pursuant to the conveyance in favour of the organization, the Promoter shall solely be entitled to use the balance development potential of the said Land, if any, on the said Land or elsewhere, as may be permitted by relevant authorities as per the applicable laws, alongwith the rights to dispose of, the balance unsold apartments in the said Project, and to receive all the outstanding consideration in respect thereof and also in respect of the apartments sold earlier. The Allottee and its organization formed as above shall not have any right, title and interest in respect thereof.

11. OBSERVATION OF CONDITIONS:

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

12. SPECIFICATIONS AND AMENITIES:

The amenities, fixtures and fittings to be provided by the Promoter in the said Apartment are set out in **Annexure 3** annexed hereto. The Promoter has informed the Allottee that the said Project comprises of multi storied high rise buildings and the Promoter has been advised by the consultant that, to ensure the structural stability of the buildings, no internal change shall be made including tampering with the existing internal walls, toilets, RCC structure, chiseling walls, any kind of external elevation etc. In view of the aforesaid, no such permission shall be granted by the Promoter.

13. DEFECT LIABILITY:

- 13.1 Once, the said Apartment is ready for use and occupation, the Promoter shall send a written intimation/notice to the Allottee, about the same. Thereafter, the Allottee shall be bound to take the possession of the said Apartment within 15 days from receipt of the written intimation/notice. If the Allottee brings to the notice of the Promoter, any structural defect in the said Apartment or in the said Building, within the period of 5 years from the date of handing over the said Apartment to the Allottee, then wherever possible such defect shall be rectified by the Promoter at his own cost.

13.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set for backup, STP, electric pumps, waste management plants, lift, gas line, if any, security equipment, if any, solar system, if any, Sanitary fittings, C.P fittings, Electrical and Electronics peripherals, Doors and hardware, windows, Tiles, Glass, Wooden flooring will be as per the warranty provided by the respective manufacturer/supplier. the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufactures of such items/ goods/systems and shall not extend beyond such periods. Further, such warranties pertaining to such items/goods/systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Allottee/ Organization of allottees formed in the said Project. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing to the Allottee to take over the possession of the said Apartment, whichever is earlier.

13.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, electrifications, 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.

13.4 The defects covered hereinabove shall be restricted to the willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

13.5 Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls including RCC structure which

might occur due to variation of heat intensity/weathering as these do not affect the structural stability of the building and hence does not amount to structural defect or bad workmanship defect.

14. PAYMENT OF TAXES, CESSSES ETC:

14.1 The Allottee shall be liable to bear and pay the applicable taxes viz. Value Added Tax, Service Tax, Local Body Tax etc., as may be applicable in respect of the present transaction and the agreement, applicable as on date and as may be applicable from time to time, to the concerned authorities directly, or through the Promoter, as the case may be.

14.2 It is further clarified that, after execution of this Agreement, the Service tax and Value Added Tax (VAT), Goods & Service Tax (GST) and LBT and any other taxes increased under respective statute by the central and/or state government and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Land and/or the said Apartment or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences.

14.3 From the date of Completion/Occupation Certificate or Allottee starting the use of the said Apartment, whichever is earlier, the Allottee shall be liable to bear and pay all taxes, cesses in respect of the said Apartment and proportionate maintenance charges in respect of the building/s in the said Project and expenses for common facilities such as common light meter, water pump/s expenses for lift, if any etc. and non-agricultural assessment in respect of the said Land to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee of apartments in respective buildings if any organization is not formed or ad-hoc committee appointed by the Promoter from the Allottee who are

members for the such organization of such building which is to be formed by the Promoter as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter shall not be held responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building construction of which will be completed or under construction on the said Land.

14.4 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Apartment and if for whatsoever reason respective recovering authority recovered the same from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further agreed that, the aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter.

15. COMMON MAINTENANCE:

15.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Land and the building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurance, common lights, repairs and salaries of clerks bill collectors manager, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and Building/s.

15.2 The Promoter shall appoint "Project Maintenance Agency" ('PMA') for the maintenance work of common areas, amenities and facilities of the said project or parts thereof for a period of One year commencing from the date of the occupation/completion certificate on such terms and for such consideration as the Promoter at its discretion may think proper. The promoter shall ensure in its agreement with PMA that PMA shall not charge more than all cost/s plus fifteen percent towards all such services

15.3 The Allottee further agrees that till the Allottee's share is so determined by the Organisation to be formed the Allottee shall pay to the Promoter and or PMA following amounts.

i) For 1 BHK Apartment- the Allottee shall pay to the Promoter and or PMA an amount of Rs. 20,000/- (Rs. Twenty thousand only) plus taxes **per year**. Out of the same Rs. 18,000/- will be adjusted towards maintenance and outgoings of the Said Building and its allied services, and Rs. 2,000/- towards maintenance and outgoings of the club house /multipurpose hall

ii) For 2 BHK Apartment- the Allottee shall pay to the Promoter and or PMA an amount of Rs. 30,000/- (Rs. Thirty thousand only) plus taxes **per year**, out of the same Rs. 28,000/- will be adjusted towards maintenance and outgoings of the Said Building its allied services and Rs. 2,000/- towards maintenance and outgoings of the amenities club house /multipurpose hall.

The amounts so paid by the Allottee to the Promoter and or PMA shall not carry any interest. The Allottee shall pay the aforesaid amounts for a period of one years commencing from the date of the occupation/completion certificate.

It is clarified that the amount of maintenance towards club house /multipurpose hall shall be collected from the respective allottee at the time of possession of the apartment only. However, the amount of maintenance of club house /multipurpose hall shall be utilized from the date of possession of the same.

15.1 The Allottee shall pay maintenance amount (Rs.20,000/- or Rs. 30,000/- as the case may be) to the Promoter and or PMA at the time of possession. In case there is any increase in the maintenance amount, the said maintenance amount shall be required to be paid by the Allottees at actuals, after the expiry of one years to Promoter and or PMA. It is agreed that the non-payment or default in payment of outgoings on time by the Allottee shall be regarded as the default on the part of the Allottee and shall entitled the Promoter to terminate this agreement in accordance with the terms and conditions contained herein. The Promoter and or PMA shall not be liable to provide any accounts/details of such expenditure. The liability to pay the aforesaid

maintenance amounts will be on the allottee of the said Apartment and if for whatsoever reason, allottee fails to pay such amount then in that case the Promoter shall have first charge on the said Apartment.

- 15.2 The Promoter and or PMA shall maintain a separate account in respect of sums received by the Promoter and or PMA from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the organization or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16 SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- 16.1 The Promoter has specifically informed to the Allottee and the Allottee is/are also aware that, the Promoter is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartments in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces/ open balconies.
- 16.2 Further, the Allottee shall observe that, the outlet of rain water / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee shall not store soil or heavy things on terraces. The Allottee specifically undertakes to abide by the aforesaid condition.
- 16.3 The plant/ machinery/ equipment provided in the said Project and the building like elevators, electric installation, pumps, filters, fire fighting equipment etc. have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and the organization to be formed, shall always ensure that the aforesaid facilities will be maintained periodically by qualified agencies. After handing over the aforesaid facilities to the

organization, the Promoter shall not be held responsible in respect thereof, and the organization shall set its own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property.

- 16.4 The Promoter informed to the Allottee that, the Promoter will not entertain any request of the Allottee as to the any extra work, alteration, modification, additions in the said Apartment and the Allottee has agreed and accepted the condition.

17 ADJACENT TERRACES:

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace apartments in the buildings in the said Project, if any, shall belong exclusively to the respective buyer of such apartment and such terrace spaces are intended for the exclusive use of the respective such apartment owner. The aforesaid terrace shall not be enclosed by such apartment owner till the permission in writing is obtained from the concerned development controlling authority and the Promoter or the organization as the case may be.

18 CONSENT FOR MORTGAGE:

- 18.1 In case after entering into this Agreement, if the Promoter desires to obtain any project loan or any other type of loan on the said Land and/or the said Project or part thereof (excluding the said Apartment), against the mortgage of the said Land and the construction thereon then the Allottee by executing this Agreement has given his/her irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.
- 18.2 If the Allottee desires to have the housing loan against the security of the said Apartment, the Allottee shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter shall cause the existing lenders to issue

requisite no objection certificate etc. along with copies of necessary documents to the Allottee , provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and Allottee alone shall be liable to repay the same.

- 18.3 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 rights and interest of the Allottee who has taken or agreed to take the said Apartment.

19 SPECIFIC COVENANTS:

19.1 The relation between the Promoter and the Allottee for the transaction in respect of the said Apartment is as seller and buyer respectively and the Promoter has agreed to sell the said Apartment being constructed on the terms and conditions set forth in this present.

19.2 The Allottee admits and agrees that, after delivery of possession of the said Apartment by the Promoter to the Allottee, it will always be presumed that, the Promoter had discharged and performed all his obligations except formation of proposed organization and conveyance as stated hereto before in favour of such organization in which the Allottee will be a member in respect of the said Apartment, under this Agreement and as well as under MOFA and rules made thereunder.

19.3 After the Promoter obtaining the occupation certificate in respect of the said Apartment, the Allottee shall also execute such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, Undertaking etc., as may be required by the Promoter.

19.4 The Allottee shall not raise any objection in the matter of sale of apartments being commercial or otherwise in the buildings which are to be constructed on the said Land, allotment of exclusive right to use terrace/s, sit out/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of annoyance or inconvenience, that has been or will be permitted by law or by development controlling authority in the concerned locality.

19.5 The Allottee is aware that the said Project consists of multiple buildings and the construction of such buildings and certain common amenities and facilities will be done in phases. The Allottee undertakes that he/she shall not hinder or prevent the progress of the construction of the building/s or any part thereof or other phase/s in any manner and shall not raise any objection on whatsoever ground including dust, noise, pollution, or annoyance that may be caused due to such construction and he/she shall not hinder the use of the Access road/ 12 Mts internal Road, open areas etc. for completing such constructions.

19.6 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Land and building/s / wing/s or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden spaces etc. will remain the property of the Promoter until the said Land and building is/are transferred to the organization as hereinbefore mentioned.

19.7 Irrespective of the possession of the said Apartment being given to the Allottee and/or management of the said Building/s or said Project being given to an Ad-Hoc Committee of the Allottee of the apartments, the Promoters' rights under this Agreement are reserved for exploiting the potential of the said Land and shall subsist and continue to vest in the Promoter till the conveyance/documents of

transfer is executed as aforesaid. The Promoter shall be entitled to execute the conveyance/documents of transfer by reserving such rights.

19.8 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee and the same shall not in any manner prejudice the rights of the Promoter.

19.9 The open spaces provided in the said Project including any marginal open spaces adjacent to the building viz. private gardens, sit out, varandahs at ground floor or adjacent terrace or terrace above any apartment, etc., shall always be kept open by the allottees and no permanent or temporary construction shall be erected thereon.

19.10 The Allottee shall not indulge any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.

19.11 The parties hereto are well aware that, in sanctioned building plan floor height is shown from bottom of the floor slab and upto the top slab of concern floor/apartment and considering varied thickness of the slab due to RCC design and flooring work, actual usable height may be less than the shown in the plan.

19.12 The Allottee hereby covenants and agrees that the consideration agreed is based on the mutual negotiations between the Parties

hereto and on the market conditions as on booking date of the said Apartment. The Allottee shall have no right to renegotiate on the agreed consideration, in comparison with the consideration agreed for the other Allottees or otherwise. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Apartment between the parties hereto stand superseded and the terms and conditions and consideration stated in these present shall prevail.

19.13 The Promoter shall apply to the concerned authorities for arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall not be held responsible for any such delay or shortfall. In such an event, the Promoter may at his sole discretion may provide such water/electricity from outside resources at the cost of the Allottee and/or their organization and the same shall be taken over by the Association of the Allottees after its formation.

19.14 The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the building/s. The Purchaser shall with the other owners of the apartment take over the building and the maintenance thereof through the owners Association.

19.15 The Purchaser with the other owners of the apartments through the Association shall at all times keep the annual maintenance contracts with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other

equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor in the building/Project.

19.16 The Purchaser along with the other apartment owners at all times maintain all facilities, machinery, equipments installed in the building/said Project and shall ensure that all agreements for maintenance of such equipments, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.

19.17 After the maintenance of the building/Project is handed over to the association that has been formed, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/ organization shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.

19.18 Promoter has made provision of parking space admeasuring _____ sq.mts for exclusive use of the allottee. The Purchaser agrees that the it shall be used only for parking and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.

19.19 The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement

of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

20 OTHER COVENANTS:

The Allottee himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated at.

20.1 To maintain the said Apartment at the Allottee's own cost in good tenable repair and condition from the date of possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the said Apartment and/or to the building in which the apartment is situated and in or to the said Apartment itself or any part thereof.

20.2 Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.

- 20.3 To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- 20.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members of the said Apartment or Building.
- 20.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, the building and/or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 20.6 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 said Land and the Building.

- 20.7 To pay the Promoter his share of security deposit demanded by concerned development controlling authority or Government or any other service connection to the building in which the said Apartment is situated, within 15 days of demand by the Promoter.
- 20.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the said Apartment by the Allottee viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 20.9 The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of/under this agreement or part with the possession of the said Apartment until all amounts payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and obtained written consent thereof.
- 20.10 After delivery of possession of the said Apartment by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of organization and thereafter consent of the organization in writing shall be required to be obtained by the Allottee as the case may be and further copy of such instrument shall be handed over to the Promoter or organization as the case may be and further the Allottee herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the said Apartment.

- 20.11 The Allottee shall observe and perform all the rules and regulations which the organization may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by Bye-laws of the organization, the Owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- 20.12 Till a conveyance of the said Land on which the Building in which the said Apartment is situated is executed, in favour of the organization, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment and the said Land and building or any part thereof to view and examine the state and conditions thereof.
- 20.13 If the Allottee intends to carry out any interior work, modification (not affecting the structure), subject to the terms of the present agreement, then he shall obtain the written permission from the organization, for the same. Till the formation of the organization, he shall obtain the permission from the Promoter. The Allottee shall deposit, an interest free security deposit of Rs. 10,000/- (Rs. Ten Thousand only) or such other amount as may be specified from time to time, with the Promoter or the organization, as the case may be.
- 20.14 For the purposes aforesaid, the Allottee may store the required material, generated waste etc., in the designated area (if so provided) and he shall be liable to clear the same, in appropriate

time and manner, to the satisfaction of the Promoter or the organization. In the event, the Allottee fails to clear the site, within reasonable time the security deposit paid by him shall stand appropriated in pro rata ratio. The Allottee shall solely be liable for all the costs and damages caused by him and/or agencies/personnel appointed by him for any damage to the building, common areas, facilities etc. and such costs will be deducted from the aforesaid security deposit along with deficit amounts to be recovered if any.

21 AMENITY SPACE AREA

21.1 Amenity Space in the layout shall solely belong to the Promoter and the same is not the subject matter of this agreement or the said project. The Promoter, therefore, shall be entitled to develop, construct, use, occupy and/or to transfer/sell/assign its right title or interest therein or to deal with the same at Promoter's discretion. If the Promoter so desires, the Promoter may give the Amenity Space to the Government authorities or the concerned local authority and to receive and appropriate all the benefits/compensation thereof. The Allottee, the Organization, member of organization shall not be entitled to claim any right title or interest in the said amenity space. So also the Allottee, the Organization, member of organization shall not be entitled to raise any objection, whatsoever, in respect of the policies/ decisions and actions of the Promoter and/ or its activities thereon.

22 15 MTS INTERNAL and 12 MTS INTERNAL ROAD

The Promoter has disclosed to the Allottee and the Allottee has well understood that the Promoter has already developed 15 mtr internal road from existing nearby road. This 15 mts internal road shall be used for i) ingress and egress by Promoter and allottees of the said project as well as the allottees of future project being developed by the Promoter and or its assignees and or its sister concerns, ii) It shall be used for public purpose and iii) the sanctions shall be obtained on the basis of the said 15 mts internal road. The said 15 mts internal road is to be used and maintained in common by all the Apartment Allottees alongwith the Confirming party as well as the Allottees of the other projects to be carried out by the Promoter and/ or its assignees and or its sister

concerns in the same area.

The 12 mts internal road is access road to the Amenity space area. Therefore the allottee shall only have right to use the said 12 mts internal road.

23 INSURANCE BY THE PROMOTER

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

24 NAME OF THE SCHEME AND BUILDING/S / WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter has decided to have the name of the Project "**Saarrthi Swadesh**" and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter on a building and at the entrances of the scheme. The Allottee or other apartment holders in the building/s or proposed organization are not entitled to change the aforesaid Project name and remove or alter the Promoter's name board in any circumstances. The Promoter shall be entitled to put up his sign board (including neon signs and digital display) prominently on the building and the Allottee shall not raise any objection in respect thereof.

25 SERVICE OF NOTICES:

All notices to be served on the Allottee and if more than one Allottee then on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/es specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee. 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.

26 EFFECT OF LAWS:

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

27 SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

28 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to

the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 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 7(Seven) 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.

30 ENTIRE AGREEMENT:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement. The present agreement shall be treated as an entire agreement in itself and it shall supersede all the earlier understanding oral or written, including publicity material like brochure etc.

31 RIGHT TO AMEND:

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

32 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

33 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.

34 REGISTRATION OF THIS AGREEMENT:

The Allottee shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed under the applicable registration laws and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with a copy of registration receipt from the Allottee.

35 PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata consideration thereof and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing organization in which the Allottee will be a member.

The consideration of the said Apartment as agreed between the Promoter and the Allottee and as per the prevailing market rate in the locality, being the true and fair market value of the said Apartment is as stated hereinabove. This agreement is executed by the parties hereto under RERDA, MOFA, and rules made thereunder. The said Land is situated within the influence areas as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995. The stamp duty will be applicable as per The Maharashtra Stamp Act, 1958, Schedule-I, Article 25(b)(ii) read with Explanation-I, and further as per Section 157 of Maharashtra Zilla Parishad and Panchayat Samiti Act, 1961 on market value of the said Apartment of the transaction is applicable. The Allottee has paid proper stamp-duty alongwith appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the organization in which the Allottee/s will be the member in respect of the said Apartment.

SCHEDULE-I

(SAID LAND)

All that land bearing Block No.359, admeasuring "Hectare 2.55.1 Are" plus pot kharaba "Hectare 0.01.8 Are", thus total "Hectare 2.56.9 Are", assessed at "Rs.6.01 paise", situate at village Jambhul, Taluka Maval, District Pune, within the limits of the Registration District Pune, Sub-Registration Taluka Maval and within the limits of Zilla Parishad Pune, Taluka Panchayat Samittee Maval, Grampanchayat Jambhul, and the same is bounded by as under:

East	:	Block Nos.361, 357, 356, 355, 352 and 351
South	:	Block Nos.345, 347, 348, 349 and 351
West	:	Boundary of Village Kanhe and Road
North	:	Block No.360

together with rights to ingress and egress, along with easements, appurtenances, available FAR/FSI including the TDR, ingress, egress, pathways, incidental, consequential and other ancillary rights thereto.

SCHEDULE-II
(DESCRIPTION OF THE SAID APARTMENT)

- 1. Name of the Project : SAARRTHI SWADESH
- 2. Apartment No. _____, Situate on _____ Floor in Building A
- 3. Apartment Carpet Area admeasuring _____ square meters Along with appurtenances:
- 4. Area of enclosed balcony admeasuring _____ square meters
- 5. Area of cupboard admeasuring _____ square meters
- 6. Area of attached garden admeasuring _____ square meters
- 7. Area of lobby/ verandah admeasuring _____ square meters
- 8. Area of adjoining terrace admeasuring _____ square meters.
- Hence total area of apartment admeasuring _____ square meters.**

- 9. Parking space admeasuring _____ sq.mts for exclusive use of the allottee

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

Abhijeet Vasant Shende, partner of M/s.Siddharth Properties ["Promoter "] and constituted attorney of Shivaji Pandurang Bhagwat ["Confirming Party"]	
Photo	L.H.T.I. & Signature

["Allottee"]	
Photo	L.H.T.I. & Signature

["Allottee"]	
Photo	L.H.T.I. & Signature

Witnesses	
Name & Address	Signature

ANNEXURE 3
SPECIFICATION

Flooring

- 2' x 2' vitrified tile flooring

Bathroom

- Designer bathroom tile flooring
- Ceramic tile dado up to door height
- Good Quality CP fittings
- Provision for washing machine (inlet & outlet)
- Solar water heating system in master bedrooms

Electricals Fittings

- Good quality switches
- Sufficient points in all rooms
- Concealed copper wiring
- AC point in master bedroom
- Cable TV & telephone points in living room and master bedroom

Kitchen

- Granite platform with stainless steel sink
- 2 feet high ceramic tile dado above kitchen platform

Doors / Windows

- Sliding aluminum powder coated windows
- Molded with polish main doors
- Panel doors for rooms
-

Painting

- Internal oil bond distemper

ANNEXURE-4

Common

- Aesthetically designed entrance lobby

- Power backup in common areas
- good quality elevators
- CCTV in common areas (periphery of the building and the Ground Floor)
- Earthquake resistant RCC frame structure

Security

- Good Quality main entrance door lock
- Intercom facility
- Fire fighting system as per norms

Open Spaces

- Children Play Area
- Jogging Track
- Party lawn

Club house/ multipurpose hall

- Swimming Pool /kids pool
- Indoor games (Table tennis and Carom)

Eco Friendly

- STP
- Rain water harvesting
- Water treatment plant

A) RESTRICTED AREAS AND FACILITIES :-

1. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
2. The open space adjacent to the ground floor / stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking area under stilt/basement/side margin shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in the building.
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.

All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are restricted areas and facilities which include, the marginal open space, terraces, car parkings within the said land and in the building/s which is/are under construction on the said land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat Or to Convert the Restricted Area into Common Area or vise- versa.

ANNEXURE-1A

(LAYOUT PLAN)

ANNEXURE-1B

(PROPOSED LAYOUT PLAN)

ANNEXURE-1C

(15 mts INTERNAL ROAD and 12 mts INTERNAL ROAD)

ANNEXURE-2

(FLOOR PLAN SHOWING THE SAID APARTMENT)

ANNEXURE-5

(COMMENCEMENT CERTIFICATE)

ANNEXURE-6

(7/12 EXTRACT)

**ANNEXURE-7
(TITLE CERTIFICATE)**