

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Pune on this day of

BETWEEN

ASHDAN DEVELOPERS PRIVATE LIMITED, PAN AABCL4100E (CIN NO. U70102PN2006PTC129196) A Company registered under the Companies Act, 2013 having its Registered Office at "Solitaire World", Level 8, Survey No.36/1/1, Opposite Regency Classic, Mumbai Bangalore Highway, Baner, Pune 411045 through its authorized signatory **MR. BHUSHAN VILAS PALRESHA** and/or **MR. NILESH VILAS PALRESHA**, Age : Indian Adult, Occupation Business, Office at; S.No.34, VTP House, Near Phoenix Mall, Nagar Road, Pune, hereinafter referred to as **"PROMOTER"** for the sake of convenience only.

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the company company, its successors-in-interest and permitted assigns)

...PARTY OF THE FIRST PART

AND

1. **MR/MRS/MS** _____
Age – ____ yesra, Indian Adult, Occupation: _____,
(PAN _____)
2. **MR/MRS/MS** _____
Age – ____ yesra, Indian Adult, Occupation: _____,
(PAN _____)
R/at: _____

hereinafter referred to as the **"Allottee/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his /her / their (respective) heirs, executors and administrators and permitted assigns)

...PARTY OF THE SECOND PART

WHEREAS;

1. All piece and parcel of contiguous block of lands formed out of the lands bearing Survey No. 124, 125, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 148, 149, 150, 151, 152, 153, 155, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) all situate, lying and being at Village Manjri Khurd within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Manjri is absolutely owned, seized and possessed by the Promoter (*formerly known as Kul Developers Private Limited*) and the Promoter is well and sufficiently entitled to the land, the same is hereinafter referred to as "The Special Township Land";
2. The said Special Township Land is notified as a "Special Township Scheme" by Government of Maharashtra, Urban Development Department vide its Notification dated 04.04.2008 bearing No. TPS — 1807 / 245 / CR-641 / 07 / UD -13 read with Corrigendum and Addendum both dated 04/12/2008 in favour of L.K. Developers Pvt. Ltd.
3. Pursuant to Application made in that behalf the office of the Collector District Pune issued its Letter of Intent dated 07/06/2008 bearing No. PMH/KAVI/1287/2008 in respect of the Special Township Project proposed to be implemented on the entire township land whereas the term originally stipulated in the said Letter of Intent dated 07/06/2008 was extended from time to time from the office of the Collector, Dist. Pune and the said Letter of intent is valid and subsisting.

4. As per the Letter dated 09/04/2010 issued by Government of India, Corporate Affairs bearing No. U70102PN2006PTC129196, name of "L.K. Developers Pvt. Ltd." changed into "Kul Developers Pvt. Ltd."
5. The Maharashtra Government, Environment Department by its order dated 07/09/2010 bearing No. SEAC-2010 / CR-287/TC-2 given Environmental Clearance Certificate to the said Special Township Land on the terms and subject to conditions mentioned therein.
6. The Maharashtra Pollution Control Board by its order dated 07/04/2011 bearing No. BO/RO/(HQ)/PUNE/CE/CC-44 given NOC to the said project for the said Special Township Land, on the terms and subject to conditions mentioned therein.
7. The said Kul Developers Pvt. Ltd." has complied with the conditions stipulated in the "Locational Clearance" dated 03.02.2012 so far as the same pertains to procuring Permissions/Consents/NOC of various Departments of the Government of India/Government of Maharashtra pertaining to commencement of /setting-up of the said Special Township Project on the said Special Township Land;
8. The said Kul Developers Pvt. Ltd." has procured the sanction of the Office of the Collector, District Pune for the Master Layout (for Zoning) in respect of the said said Special Township Land vide Letter dated 15/04/2013 bearing No. PMH / TS / SR / 07 / 2013.
9. As per the incorporation certificate dated 21/05/2018 issued by ministry of Corporate Affairs the name of "Kul Developers Pvt. Ltd." changed into ASHDAN DEVELOPERS PRIVATE LIMITED.
10. The Promoter submitted Building plans for sanction with the office of the collector, District Pune in respect of the construction of Buildings containing residential Flats, the proposed implementation consists of development of a Housing Complex containing residential Flats/Units together with development /establishment of amenities and infrastructure required for and in support of such Housing Complex;
11. By issuing Notification in Official Gazzate, on 27.10.2020, the Director of Town Planning Maharashtra State, Pune has granted Locational Clearance permission for an additional land parcels bearing Gat No. 1255/14, 1255/17, 1255/18, 1255/28, 1255/65, 1255/66, 1255/67, 1255/69, 1255/70, 1255/71, 1255/72 (Part), 1255/73, 1265, 1267 (Part), 1273, 1276/2, 1276/3, 1276/5, 1276/6, 1276/26, 1276/27, 1276/28, 1276/1A/2, 1276/34, 1276/37 (Part) totally admeasuring about area 20 Hectare 14.50 Are situated village Wagholi, Taluka Haveli, District Pune under Integrated Township Project Regulations, and accordingly the Collector of Pune has granted letter of intent bearing No. 1236/2020 on 03.03.2021;
12. Government of Maharashtra, Urban Development Department vide notification dated 20.02.2023 granted locational clearance for the lands out of Gat nos. 1255/29, 1255/31, 1255/33, 1255/38, 1255/46, 1255/47, 1255/48, 1255/72(P), 1269, 1276/13, 1276/15, 1276/16, 1276/30, of village Wagholi, Taluka Haveli, District Pune and Survey no. 170(P) of village Manari Khurd, Taluka Haveli, District Pune, collectively admeasuring 5 Hectares 8.64 Ares in Integrated Township Project. The lands totally admeasuring 66 Hectare 65.75 Are, hereinafter referred to as **“the Larger Land/Integrated Township Land”**, which is more particularly described in the **FIRST SCHEDULE** written hereunder;
13. The Promoter proposes to implement the said Integrated Township Project on the said Larger Land in a "Phase-wise" manner";
14. The Promoter has explained in detail and the Allottee/s has/have fully understood that, the Promoter desires to develop the Integrated Township land comprising of various Towers, club houses, gardens, open spaces etc. in a pre-determined, pre-designed, orderly and systematic manner and to be maintained and managed through one or more agencies such as Maintenance Company &/or Service Company etc. and the development of the Integrated Township shall be

undertaken and completed as per the sanctioned Master Lay-Out, which may be revised for the purpose of achieving more beneficial development;

15. The Promoter had time to time procured several approvals of PMRDA on Plans for buildings to be constructed on some portions of land under the Master Layout of Integrated Township land and such portions of land are identified by Sectors on the sanctioned Plan, accordingly, now the Promoter has procured approval of building Plan for **SECTOR R3** admeasuring area 26511 Sq.mt out of the Larger land *vide* Commencement Certificate dated 29/10/2021 bearing No. BHA/Mouje Manjari KH & Wagholi/Gat No. 124 and others 1255 part & others/Sector R3/CR No.244/2021-22 in respect of Gat No. 147, 148,149,150 out of the Larger Land, and for **SECTOR R4** admeasuring area 27,684 Sq.mt out of the Larger land *vide* Commencement Certificate dated 29/10/2021 bearing No. BHA/Mouje Manjari KH & Wagholi/Gat No. 124 and others 1255 part & others/Sector R4/CR No.245/2021-22 in respect of Gat No. 150,151,152,153 out of the Larger Land and now the Promoter has procured the revised sanctioned plan in respect of portion of land adm. 60899 sq. mtrs out of the Larger Land bearing Commencement Certificate No. BHA/C.R. NO.1594/21-22/Mouza Manjari KH & Wagholi/Gat No. 124 and others 1255 part & others/Sector R-3 & R-4 dated 02/06/2022 and bearing Commencement Certificate No. BHA/C.R. NO. 792/22-23/Mouza Manjari KH & Wagholi/Gat No. 124 and others 1255 part & others/Sector R-3 & R-4 dated 03/11/2022 and further Development Permission & Commencement Certificate no. BHA/Mou.Manjri Khu.&Wagholi/G.no. 124 others/ Sector R3+4/Pr.Kr.2702/23-24/5175 dated 02/09/2024.
16. The Promoter has entered and/or will enter into various Agreements/ Deeds with different Promoter/entities/persons to develop other portions of land out of the Larger land, and as per the rights granted by the Promoter in favour such other Promoter/entities/persons, they and their successors shall have exclusive right over such allotted/earmarked areas to carry out development activities in the Larger Land;
17. Being the Promoter of the said land, in view of Development Control Rules applicable to the said larger land, the Promoter intend to develop ownership schemes on the said land of SECTOR-R3 comprising of 10 buildings/Towers having residential tenements and SECTOR-R4 comprising of total residential 44 Villas on the said portion of land admeasuring about 60899 Sq.mt out of the Larger Land therein, the said portion of land admeasuring 60899 Sq.mt is hereinafter referred to as “the said land”, and the buildings to be constructed on the said land adm. 37154.7 sq. mtrs. are to be known as project “VTP EUPHORIA” out of the said land.
18. The Promoter have further decided to construct the building/wings under project VTP EUPHORIA on the said land in phase wise manner for the sake of convenience only and as per provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) multiple phases in the said project VTP EUPHORIA are proposed and those proposed projects will be registered with Maharashtra Real Estate Regulatory Authority in multiple phases, comprising of either cluster of buildings or single building as per discretion of the Promoter,
19. The Promoter have to construct the residential Villas under project name “VELVET VILLAS” on the portion of land out of the said larger land, in phase wise manner for the sake of convenience only and as per provisions of Real Estate (Regulation and Development) Act, 2016 multiple phases in the said project “VELVET VILLAS” are proposed and those proposed projects will be registered with Maharashtra Real Estate Regulatory Authority in multiple phases, comprising of either cluster of buildings or single building as per discretion of the Promoter,
20. The Promoter have amalgamated the said portions of land under SECTOR-R3 and SECTOR-R4 in order to construct the lands under such Sectors in proper manner, as may be permissible by the competent authority under the applicable Development Control Rules and in addition to such amalgamation proposed by the Promoter, the Promoter have revised the plans of the Sector -R3 and Sector-R4 as permissible under Development Control Rules and such proposed revisions/deviations have been shown/indicated in the Plan annexed herewith as

“ANNEXURE-2A”, the Promoter have explained all such proposed revisions in the plan to the Allottee/s herein the Allottee/s have granted permission for the same;

21. The Promoter has decided to develop a portion of land admeasuring **1156** sq. mtrs. out of the said land under the project name **“VTP EUPHORIA PHASE 5”**, the portion of land admeasuring **1156** Sq.mtrs is hereinafter referred to as **“the Project land”** and which is more particularly described in the **THIRD SCHEDULE** hereunder written;
22. The Promoter are in possession of the Project Land, and the said project land forms part of the entire land of the Integrated Township Land;
23. The project **“VTP EUPHORIA PHASE 5’**, consists of 1 (One) building called as **TOWER-10** and at present the Promoter have received revised approval on building Plans from PMRDA dated 02/09/2024 as mentioned below.

Tower No. 10 having 1 Stilt + P1 + P2 + 30 Floors.

The buildings **Tower-1** in said Project Land of ‘VTP EUPHORIA PHASE 5’ are referred to as **"THE SAID BUILDING"** and the project ‘VTP EUPHORIA PHASE 5’ is referred to as **“the said Project”**.

24. The Promoter have registered the said Project **‘VTP EUPHORIA PHASE 5’** under the provisions of Real Estate (Regulation and Development) Act, 2016 with Maharashtra Real Estate Regulatory Authority under Project registration number: _____ and a copy of the same is attached hereto as Annexure - 8;
25. This agreement is restricted to the said project and the Promoter shall be entitled to make any change, including change in location, size of the building/s, etc. for any of the other project/s and no consent of the Allottee shall be required to be obtained for the same.
26. The Promoter have explained in detail and the Allottee/s has/have fully understood that the Promoter desire to develop the said land comprising of Towers, club houses, gardens, open spaces etc. as per Integrated Township Regulations in a pre-determined, pre-designed orderly and systematic manner and also to maintain and manage the same through one or more agencies such as Maintenance Company, Service Company and the Promoter also desires that the development of the Township is undertaken and be completed as contemplated under the sanctioned Master Lay-Out, as may be revised for the purpose of achieving more useful and beneficial development;
27. The Promoter have also explained and the Allottee/s has/have understood that for an orderly control, management and maintenance of not only the constructed areas, open spaces, amenities and facilities but also for the development and maintenance of the requisite infrastructure as required under the Integrated Township Notifications and relevant Development Control Rules;
28. The Promoter has entered into a standard Agreement with VK:e (Project Architect) who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed DESIGN WERKZ ENGINEERING PRIVATE LIMITED (RCC Consultants) for the preparation of the structural design and drawings of the said buildings and the Promoter accept the professional supervision of the said Architects and the said Structural Engineer till the completion of the Project, provided however that the Promoter reserves the right to change the said Architects and Structural Engineers and other consultants at any time before the completion of the Project;
29. The Promoter herein have absolute authority to obtain revised sanction to the building plans and have absolute right to sell, lease, mortgage, etc. the residential premises and tenements in the building which are constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved/restricted areas, space for advertisements on the terrace of the

- building, etc. in the building, which is constructed on the said land by the Promoter and to enter into agreements with the Allottee/s, etc. and to receive sale price and deposit and other charges in respect thereof;
30. The Promoter evolved a scheme for constructing building/s on the said Land consisting of flats/shops/offices/tenements and to allot and sell the same to the prospective Allottee/s thereof on ownership basis on the condition, among others, that such Allottee/s shall pay their taxes, dues and strictly comply with the terms and conditions of their respective agreements with the Promoter.
 - I. The Promoter have represented to the Allottee/s that, the Promoter have created mortgage/charge in respect of the said land against loans obtained from IDBI Trusteeship Services Limited and the original title deeds in respect of the said land are deposited with the said IDBI Trusteeship Services Limited. The responsibility of repayment of the loan shall solely be on the Promoter. The Promoter undertake to keep the Allottee/s indemnified from any cost and consequence arising pertaining to the said loan and its repayment. The Promoter has further represented to the Allottee/s that, the Promoter shall obtain no objection letter in writing from the said mortgagee relating to the said Unit.
 31. The Allottee/s unconditionally acknowledges, agrees and consents to any assignment by the Promoter in favour of the project lender or any third party nominated by it or the exercise of any takeover/step in rights of the said lender in the land pursuant to default by the Promoter under the transaction documents;
 32. The Allottee/s shall not object to the Promoter from obtaining requisite finance for causing the development and construction on the said Project or any other part of the said land and to develop other infrastructure from the banks/ financial institutions etc. and for the said purpose to create mortgage/charge on the said Project and the units and/or Towers being constructed thereon. The Promoter have further represented to the Allottee/s that, the said lender has accorded its NOC in writing for the Promoter to enter into this agreement pertaining to the said Unit in favour of the Allottee/s;
 33. On demand from the Allottee/s, the Promoter have given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and Real Estate (Regulation and Development) Act 2016 ("**RERA**") and the Rules and Regulations made thereunder;
 34. The Promoter have annexed the following documents as annexures namely; with Said Master Layout Plan of the Said Project is shown on the plan annexed hereto as **ANNEXURE 1**. The Building/Wing/Tower Location Plan is annexed hereto as **ANNEXURE 2**. The Plan showing revisions/deviations proposed by the Promoters is annexed hereto as **ANNEXURE-2A**. The Floor Plan showing the Said Unit is annexed hereto as **ANNEXURE 3**. The specifications for the Unit are annexed herewith as **ANNEXURE 4**. Copy of the sanction letter/ commencement certificate is annexed hereto as **ANNEXURE 5**. The copy of approval granted by Collector of Pune on Township Layout Plan is annexed hereto as **ANNEXURE 6**. The Copies of 7/12 extract of the Said Land is/are annexed hereto as **ANNEXURE 7** and The Copy of RERA Certificate is annexed hereto as **ANNEXURE 8**. The Township Notification which is annexed hereto as **ANNEXURE 9**. Copy of Title Report issued by Advocate is annexed hereto as **ANNEXURE 10** and the Allottee/s hereby admits and acknowledges the same. The details of Amenities are mentioned in **FIFTH SCHEDULE** herein.
 35. The Allottee/s permits and acknowledges that the Promoter propose to amend the building plan as is sanctioned/approved by the sanctioning authorities, subject

to receipt of sanction from the appropriate concerned authorities and the Promoter propose to construct, in the future, subject to the approvals from the Sanctioning authorities and the concerned authorities in accordance with the proposed plans and specification.

36. The Promoter have got approvals from the concerned local authority(s) to 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, and while sanctioning the 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 project land and the said building and the Promoter have accordingly commenced construction of the said building/s in accordance with the said sanctions/approvals.
37. After fully understanding and acquainting himself /herself/ itself of the development, maintenance and management of the amenities & facilities of the Project, the Allottee/s has/have approached the Promoter for allotment of a **Residential Flat** bearing No. _____ in Building/Tower _____ of the said Project to be known as **VTP EUPHORIA PHASE 5**, which is more particularly described in the **FOURTH SCHEDULE** and marked in the Floor plan which is attached herewith as Annexure "3" and hereinafter referred to as the **"said Flat"** for the sake of brevity;
38. The Allottee/s being fully satisfied with the title of the Promoter in respect of the said land and further in respect of the said Flat and the Promoter's right to construct, allot and sell various Flats/Units in the building/s to be constructed in the said Project, the Allottee/s hereby confirms, agrees and undertakes that he/she/it shall not raise any requisitions or objection with regard to the same;
39. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
40. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs.** _____ /-(INR _____ **Only)** being part payment of the sale consideration of the said Flat agreed to be sold by the Promoter to the Allottee/s & Allottee/s has paid advance payment or Application (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration of the unit as prescribed in the payment plan as may be demanded by the Promoter within the time and manner specified therein;
41. Under section 13 of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, the Promoter are required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
42. 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 agree to sell the said Flat to the Allottee/s herein.

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

1. DEFINITIONS:

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

- 1.1. **THE ‘SAID INTEGRATED TOWNSHIP LAND or ‘SAID LARGER LAND’:** The block of land admeasuring 66 Hectare 65.75 Are formed out of the lands bearing Survey No. 124, 125, 127, 128, 129, 130, 131, 132, 137 (part), 138, 139, 140, 141, 142, 144, 145, 146 (part), 147, 148, 149, 150, 151, 152, 153, 155, 156, 157, 158, 159 (part), 160, 162, 163, 164, 166, 167, 169 (part), 170 (part) and 194 (part) all situate, lying and being at Village Manjri Khurd and land parcels bearing Gat No. 1255/14, 1255/17, 1255/18, 1255/28, 1255/65, 1255/66, 1255/67, 1255/69, 1255/70, 1255/71, 1255/72 (Part), 1255/73, 1265, 1267 (Part), 1269, 1273, 1276/2, 1276/3, 1276/5, 1276/6, 1276/26, 1276/27, 1276/28, 1276/1A/2, 1276/34, 1276/37 (Part), 1255/29, 1255/31, 1255/33, 1255/38, 1255/46, 1255/47, 1255/48, 1276/13, 1276/15, 1276/16, 1276/30 situated village Wagholi, Taluka Haveli, District Pune within the Registration Sub-District of Taluka Haveli, District Pune.
- 1.2. **SAID LAND:**
 - 1.2.1. All that piece and parcel of land area collectively admeasuring about 60899 sq. mtrs. of SECTOR-R3+R4 carved out of Master Layout of said Integrated Township land, being and situate at Village Manjri Khurd within the Registration Sub-District of Taluka Haveli, District Pune.
 - 1.2.2. The right to claim, utilize and consume entire Floor Area Ratio/Floor Space Index (FAR/FSI) as defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed from time to time by the Sanctioning authorities, Collector of Pune or the Government of Maharashtra under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP)and/or such other statutes and rules in respect of or relating to the said property (herein after referred as “Global FSI”).
 - 1.2.3. All the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Promoter in and over and/or in respect of and/or relating to the said Township Land (hereinafter referred to as Rights and Responsibility of Owner under the Township Policy).
- 1.3. **PROJECT LAND:** All that piece and parcel of land or ground admeasuring **1156 sq. mtrs** known as **‘VTP EUPHORIA PHASE-5’** being a portion of the said land out of the said Layout to be used for the construction of multistoried buildings and common amenities for residents as per the sanctioned building plans.
- 1.4. The **‘UNIT’:** means a structure of residential or commercial premises consisting of flat, Simplex, Duplex, shop, office, utility spaces, showroom etc. constructed in any project on the said Integrated Township Land.
- 1.5. The **‘SAID UNIT/FLAT’:** means a separate and self-contained residential Unit in the said Project Land of various sizes/areas/designs constructed as per the sanctioned building plans, including balconies plus adjacent terrace, (if any), along with the allotment of car parking space (if any,) which is agreed to be purchased by the Allottee/s under this agreement.
- 1.6. The **‘CARPET AREA’:** means the net usable floor area of unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit, it is clarified that internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.
- 1.7. **TOWNSHIP MAINTENANCE AGENCY (‘TMA’):** the Promoter shall be entitled to delegate or assign the said maintenance work of Overall Township Amenities or parts thereof to any other person/s on such terms and for such consideration as the Promoter at its discretion may think proper.
- 1.8. **“OVERALL TOWNSHIP AMENITIES”:-** All the Township Level Amenities and Common utilities of the said Township required under the Development Rules of said Township project, such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, etc. herein the said Township Amenities and the said Township utilities shall collectively be referred to as said ‘OVERALL TOWNSHIP AMENITIES’.
- 1.9. **‘TOWNSHIP MAINTENANCE CHARGES’ (‘TMC’):** means and includes contribution collected from all entities in the Township project towards the maintenance of the said Overall Township Amenities by the Promoter or the TMA.
- 1.10. **SHARE AREA:** Means RERA carpet area pertaining to the individual flat/unit on which maintenance charges will be calculated.

- 1.11. **OPTIONAL FACILITIES:** - Means Paid Facilities of the township level which shall be owned and managed by Promoter. The Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a Society corporate. Hereinafter such other person, company or a Society corporate called as said 'Owner-Operator'.
- 1.12. **VTP EUPHORIA PHASE-5' Project Maintenance Charges:** - will comprises of share of Project maintenance charges for maintaining utilities and facilities in **VTP EUPHORIA PHASE-5'** project to be contributed by members of various flats in the said Project.
- 1.13. **COMMON LAND AREAS:** - Means the land areas shown in the hatched lines on the 'Building/Wing/Tower Location Plan' annexed herewith as Annexure 2. The Promoter herein have absolute authority and have absolute right to sell, lease, mortgage, etc. the land other than hatched and further have absolute authority and right to allot exclusive right to use reserved/restricted areas, which is constructed on the land excluding common land areas as mentioned herein and to enter into agreements with the Allottee/s, etc. and to receive sale price and deposit and other charges in respect thereof.

2. INTERPRETATION:

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply –

- 2.1 References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- 2.2 References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- 2.3 References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;
- 2.4 Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- 2.5 To the extent to which any provision of this Agreement conflicts with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- 2.6 Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- 2.7 Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- 2.8 Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', and 'herself' etc. whenever the reference is to female Allottee/s . These expressions shall be deemed to be modified and read accordingly whenever the Allottee/s is a body corporate or a partnership firm.
- 2.9 Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- 2.10 References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- 2.11 Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- 2.12 The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission and/or through email.
- 2.13 The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

3. RECITALS, SCHEDULES AND ANNEXURES TO FORM INTEGRAL PART OF THE AGREEMENT

- 3.1. Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim.

Schedules and Annexures hereto shall also constitute an integral part of this Agreement.

3.2. Capitalized terms used hereinafter shall have the meaning assigned to them in the "Interpretation" Clause.

4. THE PROMOTER HAVE EXPLAINED TO THE ALLOTTEE/S AND THE ALLOTTEE/S HAS/HAVE WELL UNDERSTOOD THAT:

4.1. The Promoter intend to form separate/joint entities (Co-Operative Hsg. Society/Association Flat/Apex Society/Federation) of the Allottee/s of units in various Building/Wing/Tower being carried out on the said land and the members of such proposed societies shall have rights to use and occupy their respective flats/units/premises. All such entities are hereinafter collectively referred to as 'the said entities'. The Promoter desire to form a Co-operative Hsg. Society classified as 'tenant co-partnership society' on the said land within three months from the date on which majority of allottees having executed registered agreements in respect of their units in the projects on the said land and shall desire to form one or more Apex society/ies or Federation/s for entities in said Township project.

4.2. The Allottee/s shall have no claim on any other part of the said Building/Wing/Tower except the said Flat, nor can make any claim or raise any objection to the development of the said Project land/said land/ the said township land or to any decision that the Promoter may take in that regard.

4.3. The Promoter is developing integrated township as mentioned above and the said Project land is a part of the said Township.

4.4. The Promoter shall have total discretion in the matter of development and maximum utilization of FSI of Sector and the Promoter shall have total discretion of all the sectors or portions of the said Township Land and shall be entitled to develop, construct, sell and dispose of Apartments/flats/units/premises in the said building being constructed on the said Project land / Township land without being objected by the Allottee/s and proposed society/ies, including the Allottee/s herein.

4.5. The Allottee/s shall have claim limited to only in respect of the said Flat as envisaged under this Agreement,

4.6. The development of the said land shall be in phases and will be completed in due course of time as stated in this agreement,

4.7. Some amenities, Facilities and Utilities of township level are paid facilities and some facilities will be free to use by the Allottee in the said project, however, the said facilities shall be changed from time to time and the change shall be informed by the Promoter to the Allottee/s from time to time.

4.7.1. Paid Facilities hereinafter referred to as the said '**OPTIONAL FACILITIES**' shall be owned and managed by Promoter. The Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a Society corporate. Hereinafter such other person, company or a Society corporate called as said 'Owner-Operator'

4.7.2. With respect to the Optional Facilities for the Larger Land at Township Level, the Owner represents as under:

4.7.2.1. There shall be certain Optional Facilities for Larger Land at Township Level that shall be provided by the Promoter which the Allottees of the Units in the various Projects to be constructed on the Larger Land may avail by paying for the same. These Optional Facilities are on chargeable basis and Promoter shall be entitled to charge separate fees as per his discretion from time to time.

4.7.2.2. These Optional Facilities may undergo a change from time to time depending upon any change in the layout of the Larger Land and/or any change in the rules and policies applicable to Township development.

4.7.2.3. The Promoter shall be entitled to sell, convey, transfer and/or give to operate the Optional Facilities for the Larger Land for consideration or otherwise, to any third party. Such third party who becomes the Owner/Operator of the said Optional Facilities shall be entitled to frame rules for operation and utilization of said Facilities and shall be entitled to charge separate fees as applicable from time to time to the Allottee/s who avail of these optional Facilities. In case of non-payment or non-observance of the rules, the third party Owner/Operator shall be entitled to discontinue the service to the Allottee/s.

- 4.7.2.4. Third Parties who are not Allottees in the Projects constructed on the Larger Land shall also have the option to use the Optional Facilities on payment of charges. The said Optional Facilities can be utilized by the Allottee or any person who is not an Allottee on the payment of separate charges/fees to such third party Owner/Operator as may be directed by the third party Owner.
- 4.7.2.5. The Allottee may avail of the said Optional Facilities by submitting the necessary application and agreeing to abide by rules and regulations formulated by the Promoter or the third party Owner/Operator in that regard. The Promoter and/or the third party Owner/ Operator is not liable to render the Optional Facilities to the Allottee merely by reason of the Allottee having purchased the said Unit in the Project.
- 4.7.3. The **'TOWNSHIP AMENITIES'** shall be maintained out of common contribution received from Said society/said entities/ unit Allottee/s in the said Township Project.
- 4.7.4. Common utilities of the said Township required under the Development Rules of Integrated Township Policy, such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, hereinafter referred to as the said **'TOWNSHIP UTILITIES'** shall be owned by the Promoter and will be maintained out of common contribution received from said society/ entities/ unit Allottee/s in the said project,
- 4.7.5. Said Township Amenities and the said Township utilities shall collectively be referred to as said **'OVERALL TOWNSHIP AMENITIES'**. The Parties hereto agree that those, Amenities & utilities not specifically mentioned in Annexure 5 are overall Township Amenities which are need to be maintained out of common contribution received from Said society/said entities/ unit Allottee/s in the said project shall be treated as said Overall Township Amenities and those facilities and amenities which are paid shall be treated as said Optional Facilities. The Overall Township Amenities shall vest in the Owner and/or to its assigns. The said Allottee/s herein or the said Society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and regulations that may be framed from time to time by the Owner or by its assigns and on payment of the township maintenance charges described herein.
- 4.8. The Promoter and shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Promoter at its discretion as may think proper. Such Promoter and/or other person/s is/are hereinafter collectively called as said **'TOWNSHIP MAINTENANCE AGENCY'** – for short **'TMA'** and the said Overall Township Amenities shall be maintained by the TMA out of collection of maintenance charges from different entities of the said project, such charges herein after referred to as the said Township maintenance charges in short-TMC.
- 4.9. The **'Owner-Operator'** of the said Optional Facilities shall be entitled to frame rules for operation and utilization of said facilities and shall be entitled to charge separate fees as applicable from time to time to the Allottee/s , and such **'Owner Operator'** shall be entitled to make the same available to any third parties. Entitlement of the Allottee/s to the use of the said Optional Facilities is voluntary and he is not entitled to be obliged by the Operator to render the services in the said Optional facilities and allow the use thereof merely for the reason of his purchasing the said Flat in the said project. In case of non-payment or nonobservance of the Rules, the operator shall be entitled to discontinue the service to the Allottee/s and prevent use of the Optional Facilities.
- 4.10. The amenities of the said project will be as indicatively enlisted in Annexure '5, hereinafter referred to as the said **PROJECT AMENITIES'** and the same shall be owned by Promoter, the routine upkeep of such Project Amenities will be out of common funds collected from Allottee/s of the flat/s before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Project Amenities shall be out of additional contribution/s determined by the said society and payable by the Allottee/s on demand to the Promoter.
- 4.11. Although the lands under Sector-R3 and Sector-R4 are proposed to be amalgamated, the common amenities/facilities to be provided to the Allottees of

- the project “VTP EUOPHORIA” and the project “VELVET VILLA” are different, separate and not common and the separate Co-operative society/ies to be formed for each project in order to smooth maintenance of such common amenities/facilities.
- 4.12. The restricted/ limited common areas and facilities, if any, reserved for specific Allottee/s shall be used exclusively by that Allottee/s. Upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the said Project Structure of Building/Wing/Tower.
 - 4.13. All the entities/societies including the said society in the said project shall promptly and without complaint pay their respective contribution of Township Maintenance Charges to the Owner and/or TMA towards the maintenance of the said Overall Township Amenities out of common contribution collected from Allottee/s by the said Society/entities.
 - 4.14. On the Allottee/s’s acceptance of the scheme of development of the said PROJECT LAND as explained above, the Promoter have agreed to sell the said Flat to the Allottee/s.
 - 4.15. This Agreement lays down covenants on the part of the Allottee/s to be observed for the common benefit of all Allottee/s in the said Building, and the terms and conditions of the same shall be available for enforcement not only by the Promoter/TMA herein but also, as the case may be, by the Allottee/s of other flat/s in the said Building /said society and further, the said covenants of the Allottee/s shall also be binding on his heirs, nominees, executors, successors, administrators, transferees and assigns.
 - 4.16. The Promoter have prior to the execution hereof, as demanded by the Allottee/s has/have given inspection to the Allottee/s of all the documents of title relating to the said Township Land; copies of documents in respect of sanction of said project inter alia such as all Plans which are prepared by the Owner’s Architect orders, sanctions, permissions, licenses, clearances etc. issued in favour of the Promoter by various local / government / semi government bodies and associates; right of Promoter to develop the said project; the user manual prepared by the Promoter and all other related documents as are specified under the Real Estate (regulation and Development) Act 2016 and the rules and regulations made there under and the Allottee/s has/have satisfied himself about the title of the Promoter to the said Township Land, rights of the Promoter to develop the said project and to allot and sell the said Flat. The Allottee/s has/have given specific confirmation that the responsibility of title of said project land shall be on Promoter up and until proposed conveyance.

5. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY:

The Promoter have initiated the construction of the buildings on the said land in the Project known as **VTP EUPHORIA PHASE 5**, consisting of Residential buildings, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time except any alteration or addition required by any Government authorities or due to change in law. The approved plan has been seen separately approved by the Allottee/s, subject to such minor alterations and modifications as may be necessary due to structural and architectural reasons duly recommended and verified by the Architect subject to approval of the concerned authorities and/or as may be required by the concerned local authority/Development Controlling Authority/Government at the time of sanction of building plans from time to time. The Promoter agree and confirm that in the case of any other alterations or additions in the sanctioned plans, layout plans and specifications of the said Building or the common areas within the said Project, the same shall be undertaken as may be permissible under law. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Unit of the Allottee/s.

6. BUILDINGS PLANS:

- 6.1. The Promoter herein have specifically informed the Allottee/s that the present sanctioned building plans received from Sanctioning authorities /Local Authority is for the part FSI and further sanction to building plans for the remaining FSI of the said land and floating FSI/TDR/Paid FSI/Slum TDR/Fungible FSI is yet to be received and for that the plans will be revised by following due process of law.

The Promoter shall be entitled to purchase, load, consume additional and/or balance F.S.I/TDR now available or which may thereafter become available, under D.C. Rules or any other law for the time being in force or by reason of any special concession being granted by the Municipal Corporation or any other authorities (including F.S.I. available in lieu of the D.P. Road, Setback Reservations, Slums, Heritages, etc.) and as permissible under the applicable laws.

- 6.2. The Promoter shall be entitled to make such deviations, subject to the provisions of RERA and Rules and Regulations made thereunder, in the plan and specifications annexed hereto as the Promoter may deem fit and proper or required by the concerned authorities as long as the same does not materially affect the area of the said Unit. Provided that, the Promoter herein shall have to obtain prior consent in writing of the Allottee/s if such alterations and modifications adversely affect the location, internal construction or the area of the said Unit .

7. CONSIDERATION:

- 7.1 (i) The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s Flat No. _____ admeasuring _____ **sq. mtrs.** Carpet area and exclusive of Enclosed Balcony Area _____ **sq. mtrs.** and Open Balcony/Terrace having carpet area _____ **sq. mtrs., Garden** having area _____ **sq. mtrs.** to the said Flat/Unit (hereinafter referred to as "**The said Flat**") to be situate on the _____ **Floor** of Building _____ (hereinafter referred to as "the said Building") of the said project to be known as **VTP EUPHORIA PHASE 5** on the said Property, more particularly described in **SCHEDULE** hereunder written, for the consideration of **Rs. _____/- (INR _____ Only)** including _____/- (Rupees _____ Only) being the price for the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the ANNEXURE 5 annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing no. _____, admeasuring _____ Sq. Mt. having _____ Mt. length x _____ Mt. breadth x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium, being constructed in the layout for the consideration of Rs. _____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing nos. _____, admeasuring _____ Sq. Mt. having _____ Mt. length x _____ Mt. breadth x _____ Mt. vertical clearance and situated at Basement and/or stilt and /or podium, being constructed in the layout for the consideration of Rs. _____/-

OR

(iii) The Allottee has requested to the Promoter for allotment of an open parking space and the Promoter hereby agrees to allot to the Allottee an open parking space bearing no. _____, admeasuring _____ Sq. Mt., having _____, Mt. length x _____, Mt. breadth, without consideration.

- 7.2. The Allottee/s has agreed to pay a consideration of **/- (INR _____ Only)** and shall be deposited in RERA Designated Collection Bank Account no. _____, _____ Bank, _____ Branch having IFS Code _____ situated at Office no. _____, _____, Pune - _____. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

The Allottee/s has agreed to pay on or before execution of this agreement a consideration of **Rs. _____/- (INR _____ Only)** in the following manner :

Sr. No.	Amount	Particular
1	Rs. _____/-	5% on Booking
2	Rs. _____/-	5% on Before Agreement
3	Rs. _____/-	10% within 15 days after Agreement
4	Rs. _____/-	10% on Completion of Stilt/Plint Parking Level
5	Rs. _____/-	5% on Completion of Podium -1 Parking Level
6	Rs. _____/-	5% on Completion of Podium -2 Parking Level
7	Rs. _____/-	5% on Completion of 1 st Floor Slab
8	Rs. _____/-	5% on Completion of 5 th Floor Slab
9	Rs. _____/-	5% on Completion of 10 th Floor Slab
10	Rs. _____/-	5% on Completion of 15 th Floor Slab
11	Rs. _____/-	5% on Completion of 20 th Floor Slab
12	Rs. _____/-	5% on Completion of 25 th Floor Slab
13	Rs. _____/-	5% on Completion of Internal Brick Work / Wall Work of the said Unit
14	Rs. _____/-	5% on Completion of Internal Plaster / Gypsum of the said Unit
15	Rs. _____/-	5% on Completion of Waterproofing of the said Unit
16	Rs. _____/-	5% on Completion of Flooring of the said Unit
17	Rs. _____/-	5% on Completion of Door Frames and Windows of the said Unit
18	Rs. _____/-	5% At the time of Possession of the said Unit
	Rs. _____/-	Total

7.3 It is hereby clarified that the Promoter shall be at liberty to simultaneously undertake two or more stages of construction/ items of Work set out in the hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

7.4 The Total Price/consideration amount above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat and the Promoter shall not be held liable, responsible for the payment of such charges at any time and for any reason whatsoever. Failure to pay such taxes, levies, duties, cesses, etc. will be treated as a breach of the terms and conditions of this Agreement by the Allottee/s. The Allottee/s shall make payment to the Promoter of “Central Goods and Service Tax” and “State Goods and Service Tax” as per the prevailing applicable rate under GST laws, if however at any time hereafter, the rates of such “Central Goods and Service Tax” and “State Goods and Service Tax” are increased or decreased by the Central and State Government respectively or make any changes in Input Tax Credit by the Central or State Government, the amount of GST payable by Allottee/s under this clause shall vary accordingly. The Allottee/s here by agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss, cost& consequences or damage suffered or

- incurred by the Promoter as a result of such variations & Allottee/s shall to raise any objection for the same. The consideration amount decided in this agreement is net off GST. Therefore the Allottee/s in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same. This clause shall be valid and applicable at all times even after the possession of the said Flat has been handed over by the Promoter to the Allottee/s. For the avoidance of doubt, the Promoter's decision as regards the quantum of such taxes, charges, duties, cesses, premiums, impositions, levies, shall be final and binding on the Allottee/s.
- 7.5 If for any reason in future, there is any change in any GST law, rule or regulation or in the interpretation or application thereof by any Governmental Authority i.e. Central and/or State Government respectively, after the date of this Agreement, the amount of GST input set-off and amount payable by Allottee/s shall vary accordingly & if in future the GST Input Credit is barred, then the Allottee/s undertakes to reimburse proportionate anti-profiteering benefits which has been passed upon to the Allottee/s and the same shall be payable within 15 days from the date of intimation given by the Promoter to the Allottee/s herein and shall all keep indemnified the Promoter.
- 7.6 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 undertake and agree that while raising a demand on the Allottee/s 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/s , which shall only be applicable on subsequent payments.
- 7.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area over within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days at the rate specified in the Rules under RERA, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan or at the time of handing over possession of the Allottee/s. All these monetary adjustments shall be made at the same rate as is agreed while booking the said Unit.
- 7.8 The Allottee/s 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 their sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust their payments in any manner.
- 7.9 The Allottee/s shall bear and pay and shall be always liable to bear and pay all such amount levied as property tax/cess/charges/duties on the said Unit and on the said building proportionately or the fixtures and the fittings therein, by the local authority or any other authority under any statute /rules/regulations/notifications/orders/contracts, from the date of the completion certificate of the said Unit.
- 7.10 The Allottee/s herein shall pay the aforesaid consideration to the Promoter herein on due date or within 7 (seven) days from the Allottee/s receiving the written intimation from the Promoter calling upon the Allottee/s to make the payment. Payment of installment of Consideration by the Allottee/s in time as per these presents is the essence of this contract.
- 7.11 The Allottee/s hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in handing over possession thereof by the Promoter to the Allottee/s and that the Promoter shall not be responsible for

- delay in handing over the possession in case of delay of payments by the Allottee/s .
- 7.12 In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Unit, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the sale Price and the Allottee/s shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the Promoter through an account payee cheque/order /demand draft to be deposited in such account as directed by the Promoter to the Allottee/s . Even if the Allottee/s has obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Unit, the Allottee/s shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other statutory amounts payable under this Agreement to the Promoter, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.
- 7.13 The Allottee/s declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and hence all shall be liable for the consequences jointly as well as severally.
- 7.14 If at any time post the date of execution of this Agreement, there is any upward change in the other charges due to enhancement in government and statutory dues / taxes / cess / charges under the Applicable Laws, due to any change / amendment / modification to the Applicable Laws, taxes, other government charges/ deposits, increase of deposits/ charges by Government authority or private supplier for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively the Allottee/s shall be liable to pay the said additional charges and taxes to the Promoter. The Allottee/s agree/s and confirm/s to pay the same to the Promoter within 15 days from the date of demand being raised by the Promoter.
- 7.15 If the Allottee/s fail/s to pay any such additional charges as mentioned in the clause hereinabove within the date stipulated therein, in that event, in addition to the penalty, fines, etc. charged by the government authority or private supplier, as the case may be, Allottee/s shall be liable to pay such additional charges along with simple interest at the rate of 12% per annum on the unpaid amount computed from the date of service of a written notice / demand notice till the date of actual payment.
- 7.16 The Allottee/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961.
- 7.17 At the time of handing over the possession of the said Flat, if TDS such Certificate is not produced to the Promoter, the Allottee/s shall deposit equivalent amount as interest free deposit with the Promoter and which deposit shall be refunded by the Promoter on the Allottee/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Flat being handed over. Provided further that in case the Allottee/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

8 OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:

- 8.1 The Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the

- Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.
- 8.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Unit to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 7 herein above. (**"Payment Plan"**).
- 8.3 It is hereby agreed that the Promoter and the Allottee/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the Collectorate or Sanctioning authorities or the local authority at the time of sanctioning of the plan/s or any time thereafter. The Allottee/s herein shall not be entitled to claim possession of the said Unit until the Allottee/s herein have paid all dues payable under this agreement in respect of the said Unit to the Promoter and/or the said Unit has received Completion Certificate from the appropriate authorities.
- 9 **UTILISATION OF FSI/FAR/TDR:**
- 9.1 The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land only and Promoter have planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter have disclosed the Floor Space Index of as proposed to be utilized by it on the project land in the said Project and Allottee/s has agreed to purchase the said Unit based on the proposed construction and sale of Unit to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.
- 9.2 It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/s and the floor space index (FSI) available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transferred on other property or FSI of the other property being TDR transfer on the said land is also shown or on sanction will be shown in the sanctioned building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- 9.3 The Promoter shall have right of pre-emptions or first right to utilize the residual or available FSI/TDR or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Slum TDR or any Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are constructed on the said land. The Promoter also shall have right to use for itself and/or to consume any TDR or any other building potential which may be available in future due to change of any rules and regulations in respect of any road widening or otherwise if any portion is acquired by the concerned authority on any other land or otherwise dispose the same.
- 10 **COMPLIANCE OF TIME SCHEDULE:**
If the Promoter fail to abide by the time schedule for completing the project and handing over the Unit to the Allottee/s, the Promoter agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, excluding Stamp Duty, Registration Charges & Taxes, for every month of delay, till the handing over of the possession and the Allottee/s herein has/have not committed any default in payment of consideration in any installment on due date to the Promoter in pursuance of these presents. The Allottee/s agrees to

pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s (s) to the Promoter.

11 **FIXTURES AND FITTINGS:**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Unit as are set out in **Annexure “4”**, annexed hereto.

12 **DELIVERY OF POSSESSION:**

12.1 The Promoter shall give possession of the said Flat to the Allottee/s on or before _____ subject to grace period of 6 months and subject to Force Majeure Event as defined herein & subject to the condition that the said Unit is ready for use and occupation as evidenced by the issuance of the Completion certificate from the concerned authority, and subject to receipt of entire consideration amount and any other amount as mentioned in this Agreement due from the Allottee/s as agreed upon by this Agreement.

If the Promoter fail to give possession of the said Flat to the Allottee/s on account of reasons beyond his control and of its agents by the aforesaid date then if the Allottee/s desires to the cancel/terminate the Allotment then, the Promoter shall refund to the Allottee/s the amount received by the Promoter from the such allotment, excluding all the Government Taxes, Stamp Duty & Registration fees in respect of the said Flat with interest as per RERA Rule, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

“Force Majeure Event” shall mean and include the following event/circumstances which jointly and/or severally, directly and/or indirectly, impact/impe the development activities that are intended to be carried out on the said Land. The Promoter shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of–

- (i) war, civil commotion or act of God ;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

The Allottee/s shall not be entitled to claim any compensation, payment, interest, charges, fine or any other amounts on whatsoever head from the Promoter for extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of aforesaid reasons.

12.2 The Promoter herein shall give the possession of the said Flat to the Allottee/s on payment of all dues payable by the Allottee/s , and the Allottee/s herein has/have not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents. The Promoter may complete the Project in part and obtain part occupation certificates for the same as the Promoter may deem fit. The Allottee/s confirms and gives his permission to the same and shall not raise any objection in this regard. In such event if the Allottee/s is offered possession of the said Flat in such completed part or portion of the Project, the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the part or portion where the Unit is situated, without any objection, reservation or restriction from the Allottee/s.

12.3 The Promoter, upon obtaining the Completion Certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Flat to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen days) from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee/s.

The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be from the date of such notice for possession. The Promoter on their behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Completion Certificate of the Project.

- 12.4 If the Allottee/s requests the keys of the said flat for fit-outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Allottee/s occupy the Flat before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees known as "Tadjod" for the said pre-occupation of the said flat for the furniture works by the Allottee/s then the Allottee/s will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/her/their own Flat and proportionate share to common areas and the shared common areas/amenities and the Allottee/s shall keep the Promoter indemnified for the same.
- 12.5 The Allottee/s shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Flat to the Allottee/s upon payment of total Cost of the said Flat. In case the Allottee/s fails to take possession within the time provided in this clause such Allottee/s shall continue to be liable to pay maintenance charges as applicable along with taxes towards upkeep and maintenance of the Common Areas and Facilities and Common Facilities from the date of intimation for taking possession of the said Flat. The said Flat shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- 12.6 In the event the Allottee/s is served with a notice to take possession, but does not do so within 15 days of the receipt or deemed receipt thereof, the Allottee/s shall be liable to pay the Promoters a sum of Rs. _____/- per month along with applicable taxes thereon, as holding charges. These holding charges shall be applicable after 15 days from the date the Allottee/s is being invited to take the possession till the date of possession.
- 12.7 In the event the Allottee/s is served with a notice to take possession, but does not do so within 30 days of the receipt or deemed receipt thereof, the Allottee/s shall be liable to pay the Promoter a sum as as holding charges, which include the charge for looking after the Flat, replace any fitting/s that may get stolen and to provide the Flat in a proper condition when the Allottee/s comes to take possession thereof. This holding charge shall be applicable from the date the Allottee/s is being invited to take the possession till the date of possession.
- 12.8 This holding period shall not exceed 60 days and if the Allottee/s does not take possession for a period in excess of 60 days, he shall be deemed to have committed a terminable breach of the Agreement and the Promoter may terminate this Agreement by issuing a termination notice. The consequence of termination shall ipso facto follow.
- 12.9 The Allottee/s agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Flat or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee/s to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.
- 12.10 If within a period of five years (shall be hereafter be referred to as the "Defect liability period") from the date of handing over the said Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Unit or the building in which the said Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under Act.

- 12.11 Provided further that the Promoter will be liable to rectify structural defect only if, the Allottee/s has not carried out any alterations or modifications of whatsoever nature in the said Flat or in the fittings therein, especially any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out, the defect liability automatically shall become void.
- 12.12 The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of said Unit by the occupants, vagaries of nature, any damage caused due to mishandling, misuse, use of chemicals or due to any modifications or furniture work carried out by the Allottee/s either themselves or through their agents or nominees or occupants, etc. Defect/s in fittings and fixtures are not included therein.
- 12.13 Further where the manufacturer warranty, as shown by the Promoter to the Allottee/s, ends before the defects liability period and such warranties are covered under the maintenance of the said building/Project for the entire project and if the annual maintenance contracts are not done/renewed by the Allottee/s society, the Promoter shall not be responsible for any defects occurring due to the same.
- 12.14 The Allottee/s has been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the building/Project for the entire project which includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Allottee/s agrees not to hold the Promoter liable for the same.

13 **SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-**

The nature, extent and description of the common areas and facilities are more particularly described in FIFTH SCHEDULE written hereunder, proposed dates wherein are subject to force majeure. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Unit on the ground of non-completion of aforesaid common amenities.

14 **RIGHTS OF THE PROMOTER:**

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

- 14.1 The Promoter as per Integrated Township Policy, 2005 as amended in 2016 by further notifications published time to time till the completion of said project, under Maharashtra Regional and Town Planning Act, 1966 or any other legal provision applicable to the said Township Land will be entitled to use, modify, consume and transfer, global Floor Space Index / Floor Area Ratio ("F.S.I.") Additional, Paid and Fungible FSI, Transferable Development Rights (T.D.R.) available in respect of the said property either in the same sector or any other location in the said Township Land.
- 14.2 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Promoter or not, without requiring any consent or power from the said society/apex society/federation, the Promoter shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the township without changing F.S.I. and the area of the said project land and the buildings thereon,
- 14.3 The Promoter, for all moneys due and payable by the Allottee/s to the Promoter under this Agreement, shall have first and paramount lien and charge upon the said Flat and the right, title and interest of the Allottee/s therein.
- 14.4 The Overall Township Amenities, green spaces, public utility spaces, open spaces, gardens, shall vest in the Promoter or its assigns, and it shall have right to allot, sell, transfer, convey or otherwise deal with the same and for the reason of purchase of the said Flat, the Allottee/s herein or the said society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Promoter and on payment of the charges, fees as will be stipulated by the Promoter.

- 14.5 The Promoter shall be entitled to add or amalgamate adjoining lands to the said entire project land /Township Land and shall be entitled to provide all the Township/ Project amenities to such lands.
- 14.6 Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Allottee/s understands that the schematic layout of amenities given in the brochure of the said project depict the indicative amenities, however the Promoter will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities outside of the said Project Land. The plans, specifications, images and other details in the brochure are only indicative and the Promoter reserve the right to change any or all. The printed material does not constitute a contract / offer of any type between the Promoter and the recipient. Any purchase /lessee of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between parties and no details mentioned in this printed material shall in any way govern such transaction.
- 14.7 The Promoter have specifically disclosed to the Allottee/s and the Allottee/s has well-understood that the Promoter are carrying out the said project as aforesaid and till the completion of the project the Promoter may revise the layout and / or building plans from time to time in respect of the said Township Land, without affecting the plan and design of the said Flat. However, due to such revisions, the location and the area of the other sectors and / or artery roads and / or internal roads and / or the open spaces / green spaces / public utility spaces and / or the amenity spaces may change as compared to the presently sanctioned layout of the said Township Land. The Allottee/s has therefore hereby given NOC for the same. The Allottee/s also agrees and confirms that the Promoter shall be absolutely entitled to use or permit to be used, the artery roads and/ or the internal roads as per the sanctioned or revised layout in respect of the said Township Land, as an access to the other projects or lands included by the Promoter in the project as also as an access to the other lands or projects to be developed by the Promoter or any other Promoter, in the vicinity of the said property and the Allottee/s shall not be entitled to challenge whatsoever for the same.
- 14.8 The Promoter, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion / Sector of the said Township Land and/or any structure/s thereon for any other purposes other than said Project land and subject to the rights of the Allottee/s in respect of the said Flat hereby agreed to be sold at the absolute discretion of the Promoter.
- 14.9 In case the Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the flats in the said Building/Wing/Tower, in that case the Promoter shall have the privilege and right to sell, dispose of such unsold flats, to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The Promoter shall not be liable to pay the maintenance charges in respect of the said unsold flats. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoter and the new Allottee/s in this regard.
- 14.10 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Tower, gas bank machinery, plants, buildings, et cetera, the Promoter shall be entitled to transfer such portion to the said utility / service provider or any other Society for such purpose on such terms and conditions as the Promoter deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations. The Allottee/s or the said Society shall not be entitled to raise any objection in this regard.
- 14.11 In the said project multi stories high rise Building/Wing/Tower are under construction and considering to maintain the stability of the said Building/Wing/Tower and internal structure, herein specifically informed by its

consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession of said Flat.

15 **USE OF THE SAID FLAT:**

The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s or Tenant/s or Lessee or Licensee or Care-taker of any said Flat in the building shall not use for carrying out any illegal purpose. and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) may be permitted under any law or regulation for purposes other than residential use and no other uses such as creche, tuition class, maternity home, beauty parlour, saloon, tailoring, consulting room, clinic or part office by a professional or any other non- residential but permissible user. The Promoter shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the complex after the respective tenement has been handed over to such Allottee/s of the tenement by the Promoter. Allottee/s shall use the garage or parking space only for purpose of keeping or parking own vehicle/s and no other purpose whatsoever.

The Allottee/s who have got allotted exclusive right to use _____ parking space for the Said Unit, being restricted common area, the same parking space shall use by occupant of Said Unit only for parking his/her/their own vehicle only. Similarly the parking spaces which are reserved for restricted parking spaces for any Unit, to which exclusive right to use car parking spaces are not allotted, shall not be used by said Unit holders or occupiers for parking their vehicles.

The Unit holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any unit holder/occupier in the project shall and will not entitle to park his/her/there any four wheeler vehicle in drive way or common marginal space, which is not allotted for exclusive right to use for parking four wheeler vehicle However, the parking will be at Allottee/s risk and Allottee/s shall not hold responsible the Promoter for any damage/loss to his/her/their vehicle. The Promoter shall allot the car parking space at its own option for which the Allottee/s shall not take or raise any objection. Car Parking shall be subject to the rules framed by the Promoter to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties. Cars will be washed and/or cleaned in the designated Cars Washing Areas. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas. The Allottee/s shall park his/her/its vehicles in the said Car Park Spaces for their individual use. No commercial vehicles shall be allowed to be parked within the said sector.

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

16 **FORMATION OF ORGANIZATION OF ALLOTTEE/S IN THE BUILDING/S:**

Provided that in the absence of local laws, the association of allottees by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

Where a Co-operative Housing Society or a Company or any other legal entity of Allottees is to be constituted for a single building not being part of a layout; or in case of layout of more than 1 Building or a Wing of 1 Building in the layout, the Promoter shall submit the application in that behalf to the Registrar for registration of the Co-Operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other legal entity, within three months from the date on which 51 % (Fifty-one percent) of the total number of Allottees in such a Building or a Wing, have booked their Apartment. Where a Promoter is required to form an Apex Body either as a Federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the Co-Operative Society or the Company to form and register an Apex Body in the form of Federation or Holding entity consisting of all such entities in the Layout formed. Such application shall be made within a period of three months from the date of the receipt of the Occupancy Certificate of the last of the building which was to be constructed in the Layout.

OR

- 16.1 The are verbatim provisions as per Model Agreement for Sale as required by MahaRERA, however, for the better clarity and understanding of the provisions and for the convenience administrative or otherwise the Promoter shall be at liberty in its sole discretion to:
- 16.2 Form one or more Society of the holders of the premises in one or more said Building/Wing/Tower constructed for management, maintenance and otherwise control and regulation of the affairs of the said Building/Wing/Tower to be constructed on the said property as may be permissible and conveniently possible.
- 16.3 Form a federation of societies of all the societies formed for maintenance, management of the affairs of common areas and facilities, amenities appertaining to the said entire township land.
- 16.4 The road and infrastructure common to the township project including roads abutting/ surrounding the boundaries, shall be maintained and managed by the Federation of the Societies.
- 16.5 The Allottee/s shall contribute pro-rata for maintenance of the common access, internal roads and amenities of the project.
- 16.6 The Allottee/s shall contribute pro-rata on the basis of the area of the unit for the maintenance of other infrastructure / Support facilities of the township e.g. Road, cremation, fire station, irrigation, sewerage treatment plant, Drainage, Street Lights and such other infrastructure facilities and services which are not sold / leased and are mainly cost bearing / non-revenue generation.
- 16.7 Such amenities, amenity spaces, infrastructure / support facilities which the Promoter in its sole discretion may sell, lease, assign; the maintenance of the same will not be loaded on to the Allottee/s.
- 16.8 The Allottee/s will become constituents of the respective societies and abide by all terms, covenants and stipulations that may from time to time be framed by such body or entity and further agree/s to duly bear and pay and discharge all dues and outgoings in this behalf.
- 16.9 The Promoter shall not be bound and shall not be called upon or required to form Society until all the units in the entire Township project are sold / transferred and the FSI/FAR entirely consumed.
- 16.10 The Promoter shall not be bound to execute Conveyance Deed/Final Conveyance of the said entire township land or any part thereof until the entire Township is fully developed and full FSI/FAR has been utilized.
- 16.11 It is specifically agreed and declared that the Conveyance Deed/s in favour of the Society / Federation of Societies by way of conveyance or lease of the Land of the building/s shall contain such covenants as may be necessary in the circumstances of the case. The Conveyance/s shall inter alia contain:-
- 16.12 Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the unit/s agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

- 16.13 A covenant by the Allottee/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observances and performance of such stipulations and restrictions.
- 16.14 A declaration that the Allottee/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining units of the Promoter for construction or other purposes and a further declaration that the access and user of light and air to and for the unit/s purchased by the Allottee/s and to and for any structure erection or building/s for the time being erected and standing thereon, from and over the neighboring or adjoining units of the Promoter are enjoyed under the express consent of the Promoter.
- 16.15 The Allottee/s agree/s to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter, along with payment of sum of Rs. 1,750/- along with taxes applicable, if any, to the Promoter for the formation and registration of the Society/ that may be formed.
- 16.16 The Allottee/s agree/s to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter for the formation and registration of the Society/ that may be formed.
- 16.17 The Allottee/s of all units in the said project, including the Allottee/s herein, shall join in such Society. The Allottee/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the said Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottee/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Allottee/s agree/s to be bound by the said additions and alterations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Allottee/s of the units may be affected, prejudiced and endangered in any manner or likely so to be. The Allottee/s further agree/s to pay admission fees and share subscription amounts for becoming member/s of the said society.
- 16.18 The Allottee/s of all such Units shall be admitted, as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Allottee/s and other members of such society without any reservations or conditions. However, it is clarified that before the Allottee/s herein is/are admitted as members of any such society, the Allottee/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter, including amounts by way of contribution towards the common expenses and outgoings of the said housing complex. No transfer fees, premium or any other amounts save and except nominal entrance fees, share money and other monies paid by all the Allottee/s at the time of formation, shall be charged from such Allottee/s .
- 16.19 Under no circumstances, the Allottee/s or the organization of the Allottee/s shall be entitled to such conveyance, unless all or any money payable in the Agreement or as may be otherwise agreed, by the Allottee/s including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Allottee/s / organization of Allottee/s .
- 16.20 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said property to be executed in favour of the Apex Body or Federation.
- 16.21 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on

account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

17 **CONVEYANCE:-**

The Promoter shall, within three months of registration or receipt of occupancy certificate of the Society or Association or Limited Company, as aforesaid, initiate the transfer to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Apartment is situated.

The Promoter shall, within three months of registration or receipt of occupancy certificate of the Federation/apex body of the Societies or Limited Company, as aforesaid, initiate the transfer to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

OR

17.1 The verbatim provisions as per Model Agreement for Sale as required by MahaRERA, however, for the better clarity and understanding of the provisions and for the convenience administrative or otherwise the Promoters shall be at liberty in its sole discretion to execute conveyance of the structures of the buildings in favour of the Society/societies to be formed for the project “_____” within three months after receipt of completion certificate / occupation certificate of the last building/cluster in The said Land and receipt of entire consideration and charges from the Allottee/s of the units in the project land and/or any other land either amalgamated with the said Layout Land or otherwise, shall be executed by the Promoter only in favour of such federal society, both conveyances of structures and Layout Land shall be subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining Units, if any and rights to utilize the balance development potential of the said Property/ Layout land. The conveyance in favour of Federal Society is subject to receipt of Completion Certificate / Occupancy Certificate .and with co-operation of all the Societies, Promoter, and Owners in the entire Township land.

Provided that, after conveying the title to the Society/ Federation as mentioned in above, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or unit or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the Promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned herein.

17.2 The above said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; and policies, bye-laws, rules and regulations of the Integrated Township Policy, framed by the said TMA. The Promoter shall be responsible to prepare the draft of the Deed of Conveyance.

17.3 The Promoter shall be liable and responsible to convey only the concerned part of the said project of building structure to the said Society in which the said Flat herein agreed to be purchased by the Allottee/s is situated, within three months of receipt of occupation certificate for all projects in the said land, after completion of the Projects in all respects in amalgamated lands under Sector R3 and R4. The ownership of the said project land and common amenities, and open spaces shall retained by Promoter until it is conveyed to the Apex society or Federation, as recorded herein above. It is further clarified that the Overall Township Amenities including common / internal roads, artery roads, green spaces, public utility spaces, and remaining open spaces etc. shall not be

- transferred to this said society or as case may be to the said federation or Apex Society but shall be retained and manage and maintain by the Promoter. The said Promoter shall be entitled to own, retain, manage and maintain the Optional Facilities and shall be entitled to convey, transfer Optional Facilities, township green, internal roads, open specs to any constituents of the township either for consideration or otherwise.
- 17.4 The Allottee/s or the said Society shall not have any right, title or interest of any kind on the property to be conveyed to the other entities in the Township Land/ Integrated Township Policy.
- 17.5 The Allottee/s confirms that he has read and accepted certain specific bye laws which are in conformity with the objective of township and which would be incorporated as additional bye laws and same shall be read with model bye laws provided under societies Act of proposed society. By this agreement to indenture the Allottee/s has given his No Objection and clearance to Promoter to change or modify draft bye laws of the said Society as may be required by Promoter or concerned authority from time to time. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Allottee/s shall observe all the rules and regulations of bye laws of the said Society, including the amendments made thereto from time to time.
- 17.6 All the expenses relating to the conveyance in favour of the said Society or Apex Society/Federation such as stamp duty, registration fees, legal fees and other incidentals, if any, other than stamp duty and registration charges paid for these present, shall be borne and paid by all the Allottee/s in proportion to the sharing areas of their respective Flats.
- 17.7 The Promoter hereby agrees that he/she/it/they shall, before handing over possession of the said Flat to the Allottee/s ensure that the title of Flat is free from all encumbrances and is marketable and in any event before execution of a conveyance to the Apex society/ federation make full and true disclosure of the nature of his title to the said project Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said project Land / Building/s and shall as far as practicable, ensure that the said project Land / Building/s are free from all encumbrances and that the Promoter have absolute, clear and marketable title to the said project Land so as to enable him to convey the same to the ultimate Allottee/s.
- 18 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**
The Promoter hereby represent and warrant to the Allottee/s as follows:
- 18.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and the Promoter also has actual, physical and legal possession of the project land for the implementation of the Project.
- 18.2 The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- 18.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report and in this agreement.
- 18.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said Building/Wing/Tower are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said Building/Wing/Tower shall be obtained by following due process of law and the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/Wing/Tower and common areas.
- 18.5 The Promoter have 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/s created herein, may prejudicially be affected.
- 18.6 The Promoter have 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 Flat which will, in any manner, affect the rights of Allottee/s under this Agreement.

- 18.7 The Promoter confirm that the Promoter are not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement.
- 18.8 At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s .
- 18.9 The Promoter have 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 date of receipt of completion certificate.
- 18.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 18.11 The Promoter herein have made full and true disclosure to the Allottee/s as to the title, rights and authorities of the Promoter in respect of the said land and TDR as well as the encumbrances, if any, known to the Promoter. The Promoter herein have also requested to the Allottee/s to carry out the search and to investigate the marketable title and the rights and authorities of the Promoter in respect of the said land by appointing his/her/their own Advocate/s. As required by the Allottee/s the Promoter herein have given all information to the Allottee/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title, rights and authorities of the Promoter herein in respect of the said property and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoter in respect of the said land / larger land and further Promoter's rights and authority as to enter into this agreement.
- 19 **EXCLUSIVE FACILITY OF OPEN SPACES:-**
- 19.1 It is clarified by the Promoter that till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body
- 19.2 It is the necessity and requirement of the flat Allottee/s that various parking space be distributed / allotted among them being restricted common area, to have orderly and disciplined use and to avoid confusion, disputes and differences among them.
- 19.3 For the effective management of parking spaces, the Allottee/s along with other unit Allottee/s hereby requested the Promoter to earmark parking spaces (open or in the stilt) being restricted common area, of the Proposed buildings for exclusive use thereof by certain acquirers of premises in the proposed buildings depending on availability. The Allottee/s hereby authorized and give permission to the Promoter to do such earmarking of parking space being restricted common area, at its sole discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces.
- 19.4 The Allottee/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Allottee/s to the said Body as a member thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking being restricted common area, as done by the Promoter so that the respective person/s in whose favour the Promoter has/have earmarked the parking spaces, being restricted common area, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof being restricted common area.
- 19.5 The Allottee/s herein has/have granted his/her/their free and, express permission and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or

- obstruction to the allotment of parking spaces being restricted common area, made by the Promoter to any intending Allottee/s.
- 19.6 The Promoter have not taken any consideration for such allocation. It is specifically agreed by the Allottee/s that if for any reason it be held that such allocation/ designation of parking/s by the Allottee/s of the flats among themselves is not proper then the Flat/unit Allottee/s (including flat Allottee/s herein) shall be entitled to use entire parking area in common with others and the Allottee/s herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said unit/unit alone.
- 19.7 The Allottee/s herein has/have granted his/her/their free and express permission and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of covered and/or open parking spaces being restricted common area, made by the Promoter to any intending allottee/s.
- 20 **THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE SAID FLAT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:**
- 20.1 To maintain the said Flat at the Allottee/s ' own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.
- 20.2 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 20.3 To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 20.4 Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 20.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Flat is situated or any part thereof or whereby any increased 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 Flat in the compound or any portion of the project land and the building in which the said Flat is situated.

- 20.7 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- 20.8 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 20.9 The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 20.10 Till a conveyance of the structure of the building in which said Flat is situated is executed in favour of Society/Limited Society, the Allottee/s 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 buildings or any part thereof including the said Flat to view and examine the state and condition thereof.
- 20.11 It is hereby agreed that, the time for the payment as specified above is the essence of the contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that, the Allottee/s has/have committed breach of any condition of this agreement and the Promoter herein shall be entitled to take such action as they/it's is/are entitled to take in case of breach of any conditions of this agreement, including termination of the agreement.
- 20.12 Not to install any satellite TV Dish or TV Antenna, broad band antenna or any similar device in the balconies or terrace attached to the said Flat or, in the Ducts. Prior written permission for installation of such devices shall have to be obtained from the Promoter or ultimate organization of tenement Allottee/s as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- 20.13 Not to enclose niches or balconies or attached terrace of the unit at any time by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Promoter have the right to take the appropriate action and remove such enclosure at the cost of the Allottee/s. The Allottee/s alone shall be solely responsible for any damage/loss caused to him/her/ them or his/her/their units in any event on account of such act and that the Promoter shall not be held responsible for the same.
- 20.14 Not to extend the said Unit or make any external attachments to the walls of the Unit like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the said Flat, as also the car parking space/s, if any.
- 20.15 If the Allottee/s wishes / desires to transfer or assign the Allottee/s interest or benefit under this Agreement or part with the possession of or interest in the said Flat, the same will be subject to the prior written consent of the Promoter. In the event of any transfer or assignment of the Allottee/s interest or benefit under this Agreement or the Allottee/s part with the possession of or interest in the said Flat, without the prior written consent of the Promoter, such Transfer/ Assignment shall not be valid and binding upon the Promoter. The term 'transfer' shall mean and include, handing over possession of the said Flat to a third party, assignment of the interest and benefits under this Agreement/rights to the said Flat, sale of said Flat, license/lease of said Flat.
- 20.16 If the Allottee/s is/are obtaining a loan from any bank or financial institute for purchase of the said Flat, then it will be the sole responsibility of the Allottee/s

- to complete the formalities to obtain the loan and the Promoter are not concerned for any reason whatsoever with such a procedure/formalities as well as the Promoter shall not be responsible for any loan amount, installment, interest, charge, etc. or any kind of dues arising out of such loan or loan proposal or compensation for losses sustained by the Allottee/s on any account or for whatsoever reasons. The Allottee/s may obtain the loan from bank or financial institute at his/her/its/ their own risk and cost with prior written permission of the Promoter.
- 20.17 There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allottee/s in the manner as stated in this agreement and the Allottee/s after taking possession thereof shall permit the Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance and for the same the Allottee/s shall temporary remove his/her/their vehicles from the car parking for carrying on maintenance works and repairs.
- 20.18 After the Promoter hand over possession in respect of the said Flat to the Allottee/s, the Allottee/s shall execute such other document such as Supplementary Agreement, Possession Receipt, Indemnity Declaration, Undertaking, and any other related documents, as might be required by the Promoter from time to time.
- 20.19 The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which includes operation of the gensets, rain water harvesting, etc. The Allottee/s hereby gives his/her/their permission and no objection to the Promoter and/or the ultimate organization of tenement Allottee/s or the maintenance company to operate, maintain and run facilities such as rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.
- 20.20 The Allottee/s is/are aware that some or all of the attached terraces/balcony/dry balconies of certain floors may directly be exposed to sky and the Allottee/s are prohibited from hanging anything from the same.
- 20.21 The Allottee/s is/are aware that, he/she/they shall not be allowed to visit the site during the time of building under construction in order to ensure safety of workmen and Allottee/s and the Promoters shall provide photographic periodical updates of construction progress of building/project
- 20.22 The Allottee/s is aware that certain common facilities and common amenities would be developed at the end of the project and that the same may take additional time even if the possession of the said Flat is handed over to the Allottee/s and the Allottee/s herewith gives his/her/ their permission to the same.
- 20.23 In case after the possession of the said Flat is handed over to the Allottee/s and the Allottee/s let out or rent or lease or give on leave and license basis the said Flat, then in such an event, the Allottee/s shall inform in writing to the Promoter or the ultimate organization the details of such tenant or licensee or care takers. All the terms and conditions of this present Agreement shall subsist over and be applicable to any such agreement that the Allottee/s may enter into with while letting out or renting or giving out the said Flat on lease or leave and license basis and any condition contradictory to this present Agreement shall deemed to be void.
- 20.24 Forwarding this Agreement to the Allottee/s by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s and secondly, the Allottee/s appears for the registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s , application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be

returned to the Allottee/s without any further notice which shall be paid without any interest or compensation whatsoever.

20.25 This Agreement is on the express condition that certain of the Flat comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Allottee/s with regard to open space and / or provisionally allocated parking space as aforesaid (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) and that the user of each of such flat/s and the rights in relation thereto of each Allottee/s shall be subject to all the rights of the other Allottee/s in relation to his flat/s. None of the Allottee/s of the said remaining flat shall have any right whatsoever to and shall not use and / or occupy the open space and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company), acquired by any Allottee/s, as aforesaid nor should he do or cause to be done anything where by such Allottee/s if concerned is prevented from using and occupying the said open spaces and / or car parking space (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid or the rights of such Allottee/s if concerned, to the same are in any manner affected or prejudiced.

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

20.27 The said flat shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated parking space (which is subject to ratification by the ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the Allottee's own vehicle.

21 **MORTGAGE OR CHARGE OVER THE SAID UNIT:**

After the Promoter execute this Agreement they shall not mortgage or create a charge on the said Unit and, if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Unit.

The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institutions for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter. For the said purpose the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project Land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institutions and/or person.

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

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

If the Promoter avail any project finance from any financial institution by creating charge on the said land then such encumbrance shall be disclosed on MahaRERA portal of the Project.

22 **TERMINATION OF AGREEMENT:**

22.1 Without prejudice to the right of the Promoter to charge interest in terms of clauses herein, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of instalments, the Promoter shall at their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

22.2 If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s , upon the Allottee/s to execute and register a Deed of Cancellation, without interest thereon within a period of 60 (Sixty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the promoter.

22.3 Liquidated damages shall mean and include that promoter shall refund to the Allottee/s after deducting (i) adjustment and recovery of an amount of equivalent to 10% of agreement value or any other amount which may be payable to the Promoter by the Allottee/s ; (ii) cost of extra works, etc. (iii) registration and stamp duty charges, amount charged towards GST, VAT, Service Tax, LBT and/or any other taxes by the Promoter and paid to the Governmental authorities, the instalments of sale consideration of the said Flat which may till then have been paid by the Allottee/s to the Promoter. Thereafter, the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer.

22.4 In the event of termination of Agreement as aforesaid, the Allottee/s will not be entitled to claim/demand any interest and/or compensation from the Promoter.

22.5 Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/s on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.

22.6 The refund shall be subject to a deduction of 10% of the consideration of the Flat, which shall be forfeited by the Promoter as liquidated damages. The refund shall be strictly restricted and shall not include any amount paid towards stamp duty, registration charges, LBT, electricity charges, deposits paid to anybody / or authority, GST, or any other tax whatsoever, or any amount not received by the Promoter towards the consideration of the said Flat payable to and paid to the Promoter and retained by them.

22.7 The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Flat and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Flat (including rights incidental thereto) or any part thereof and/or against the Promoter.

22.8 The amount stated in this clause shall be paid by the Promoter to the Allottee/s, within 60 (Sixty) days from the date of termination, by cheque/transferred directly to the account of the Allottee/s herein by RTGS/NEFT transfer along with notice in writing by Registered Post A. D. immediately, prior to resale of the said Flat and on such condition the Promoter shall be entitled to resale the said Flat and/or dispose of or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit.

22.9 Cancellation by Allottee – The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the RER Act. Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Promoter, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said Unit with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Allottee/s shall be entitled to receive the refund of the instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter, excluding all the Government Taxes, Stamp Duty & Registration fees and subject to adjustment and recovery of an amount equivalent to 10% of the total Unit cost and/ or any other expenses incurred by the Promoter for such unit as requested by the allottee/s or any other amount which may be payable to Promoter, within a period of 45 days of the Deed of Cancellation. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

23 **SPECIFICATIONS AND AMENITIES:**

The specifications of the said Flat and fixtures, fittings and amenities to be provided by the Promoter to the said Flat or to the said building being in which said Flat is situated are described in the **Annexure – “4”** annexed hereto. It is specifically agreed by and between the parties hereto that no internal modifications and/or changes shall be permitted in the said Flat including its layout, shape or masonry work. If any extra fittings, fixtures, and/or amenities are required by the Allottee/s, then the Allottee/s shall inform in writing to the Promoter and if it is possible for the Promoter, then the Promoter herein at his/its/their sole discretion may provide the same, provided the Allottee/s accepting the cost/price of such extra Facilities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions.

24 **SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:**

24.1 The Promoter herein have reserved the right to amalgamate or sub-divide the said land/larger land. The Allottee/s shall not raise any dispute thereto nor shall object to the same.

24.2 The Promoter herein have specifically informed to the Allottee/s and Allottee/s herein is/are also well aware that, the Promoter herein have developed the entire scheme with intention to have the homogeneity as to height and elevation of the building, outer color scheme, terraces, windows and grills etc. and hence the Allottee/s or any owner or occupier of the unit/s in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein have agreed to allot and sell the said Flat to the Allottee/s herein on ownership basis, subject to the terms and condition of this Agreement.

24.3 The Promoter herein have provided advanced technology amenities/materials/plants and equipment's in common areas/facilities which may include genset, elevators, electric rooms, etc. for the tenement holders in the building in the said project. The said plants and equipment's are to be operated and/or used and/or maintained by authorized persons with due care and

diligence taking into consideration all safety guidelines and measures and in compliance of local, state or central Government regulatory agency. It is specifically agreed between the parties hereto that, the Promoter shall not be responsible for common areas/ facilities after handing over of said Flat to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities in compliance to any applicable law and rule in force. It is further agreed that the Promoter shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property.

25 **PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:**

- 25.1 From the date of possession in respect of the said Flat the Allottee/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Flat and non-agricultural assessment in respect of the said property to the respective authorities or/and to the ad-hoc committee appointed by the Promoter authorized committee of the Association or Society which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the parties hereto that, the Promoter are not responsible/liable to pay or share in the aforesaid expenses in respect of unsold said Flat in the building, which is under construction on the said property.
- 25.2 If at any time, after execution of this agreement, any additional tax /duty /charges/ premium/cess/surcharge etc. such as GST, Service Tax, Sales Tax, VAT, Work Contract Tax, Additional premium, penalty etc. or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said Flat or this Agreement or the transaction herein, retrospectively or prospectively, shall exclusively be paid/borne by the Allottee/s along with interest, if any. The Allottee/s shall pay within 7 days to the Promoter the amount towards such tax / duty/charges/ premium/ cess/surcharge/penalty etc. as and when charged and demanded by the Promoter. The Allottee/s hereby indemnifies and undertakes and agrees to always keep the Promoter indemnified from all such levies, cost and consequences.
- 25.3 The stamp duty is to be paid by the Allottee/s on the amount as per the Ready Reckoner rate or the consideration cost, whichever is higher. The Allottee/s is also aware, that in case of increase in the market value as per the Ready Reckoner, the Allottee/s may have to pay additional stamp duty and the Allottee/s has agreed to pay stamp duty on such higher value. Also if in case there is delay in registration of Agreement by the Allottee/s and the Ready reckoner rate at the time of registration of Agreement is higher than the agreed consideration cost, then, the Allottee/s shall be liable to pay stamp duty on higher cost and also shall also be liable to pay the Income Tax occurred to the Promoter as mentioned in section 43CA of the Income Tax Act 1948. The Allottee/s will be informed about it and the Unit Allottee/s will deposit the same within 7 days of receipt of intimation of such dues and if the Allottee/s fails / neglects to make payment thereof he will have to pay interest at the rate of 18% p.a. on the delayed period and charge of this amount will remain on the said flat till such amount along with the interest due remains unpaid for by the Allottee/s.
- 25.4 Within 15 day after notice in writing is given by the Promoter to the Allottee/s that the said Flat is ready for use and occupancy, the Allottee/s herein shall be liable to bear and pay the proportionate charges (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the said Project namely the local taxes, betterment charges, water charges, insurance, common lights, repairs and salaries of chowkidars, sweepers, etc., and all other expenses towards the common areas and amenities, as specified in Annexure written hereunder.
- 25.5 The Promoter shall either by themselves or by appointing a facility management agency provide for the maintenance of the building/s and common amenities in order to provide standards services as per the industry. The Allottee/s has/have no objection for the Promoter appointing a third party facility management agency. The said maintenance services shall be only towards such items as is more particularly stated in **Annexure - "5"** hereunder written.

- 25.6 The Promoter shall offer in writing the possession of the said Flat to the Allottee/s in terms of this Agreement. The Allottee/s shall also pay to the Promoter an amount of **Rs. _____/- (INR _____ Only)** for his/her/their Premises as maintenance of the common areas and facilities of the building /wing /cluster @ rate of Rs. 3.5 per Sq. Feet on total area of the said Flat for initial period of 12 months from the date of receipt of such notice for possession by the Promoter. The Promoter shall use and utilize the said amount towards the maintenance of common area and facility of the said Project till the handing over of the building to the Association of Allottee/s to be formed as per the legal norms.
- 25.7 Apart from the aforesaid charges the Allottee/s shall be liable to pay maintenance charges for the Township amenities @ rate of Rs. 3/- per Sq. feet on Carpet area for initial period of 12 months. An amount of **Rs. _____/- (INR _____ Only)** which shall be the paid for 12 months before delivery of possession of the said flat. This amount also liable to pay by the Allottee/s from the date of receipt of notice for possession from the Promoter.
- 25.8 In order to provide continuous and consistent maintenance of the said Project, it has been agreed that all the said Flat Allottee/s including the Allottee/s herein, shall pay corpus fund for the cluster/Building/Wing/Tower, which will be calculated @ rate of Rs. 50/- per Sq. Feet on total area of the said Flat amounting to **Rs. _____/- (INR _____ Only)**. (Hereinafter referred to as the "Corpus Fund"), *at the time of possession of the said Flat by the Promoter to the Allottee/s.
- 25.9 The Corpus Fund so collected or the balance thereof, after deducting expenses as stated below, will be transferred to and be held by the society/condominium/company that would be formed by the premises holders in the said Project in such proportion as the Promoter deem fit, so that ultimately the management of these funds will be controlled by the premises holders through their respective Ultimate Body/member Society of which they will be members.
- 25.10 The Allottee/s provide permission to the Promoter to take any maintenance decisions regarding the said project. In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter, failing which the Promoter shall charge interest @ 18% pa on such amount as is due. Upon failure of the Allottee/s to pay such amount as per the demand raised as aforesaid within 30 days of the demand raised, the Promoter will be entitled to deduct the said amount from Corpus Fund and appropriate the same towards the maintenance charges or even terminate the maintenance arrangement/agreement.
- 25.11 The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Allottee/s even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottee/s till then. No accounts thereof shall be furnished by the Promoter or the said Facility Management Agency to the Allottee/s or ultimate organization of the tenement Allottee/s.
- 25.12 It is further specifically agreed that the Allottee/s shall contribute and pay to the Promoter and/or the said maintenance company such additional sums as may be determined by the Promoter or the said maintenance company having regards to inflation from time to time.
- 25.13 The Allottee/s will be liable to pay additional amount over the above mentioned charges at actual on request of the Promoter or the Maintenance Agency. The Allottee/s shall also be liable to pay any taxes such as Goods and services tax or any other tax or levy, etc., if applicable as regards to the said maintenance service to be provided. It is specifically agreed and covenanted that the Allottee/s or the ultimate organization of the tenement Allottee/s shall not raise any dispute as regards the maintenance to be carried out or aforesaid maintenance amount charged by the Promoter and/or the said maintenance agency.
- 25.14 The Promoter shall use and utilize the said amount towards the maintenance of common facility of the Entire Township of and in the said Project on the said Property till the handing over of the building to the

Association/Society/Federation/Apex Body of Allottee/s to be formed as per the legal norms. The Allottee/s provide express permission to the Promoter to take any maintenance decisions regarding the said project. In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter, failing which the Promoter shall charge interest @ 18% pa on such amount as is due. Upon failure of the Allottee/s to pay such amount as per the demand raised as aforesaid within 30 days of the demand raised, the Promoter will be entitled to deduct the said amount from Corpus Fund and appropriate the same towards the maintenance charges or even terminate the maintenance arrangement/agreement.

25.15 The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for the common maintenance of the Project. The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s hereby agrees to enter into a maintenance/facility management agreement with the Promoter and the Facility Management Agency at the time of taking possession of the said Flat. Similarly at the time of taking possession of the said Flat for fit-out purposes, the Allottee/s hereby agrees and gives his permission to sign off and abide strictly by the Fit-out Manual of the Promoter. The Allottee/s admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of payment or nonpayment by the Allottee/s.

26 **OTHER COVENANTS:**

(A) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S -

- i. The Allottees or his assignees or representatives shall not make any false, unethical and unprivileged statement in writing or orally, deliberately, intentionally, knowingly causing annoyance, inconvenience, insult, injury, criminal intimidation, enmity, hatred, malicious representations to public at large with an intention to spreading offensive messages or to mislead about the Promoter and its organization, property and employees and dishonestly and/or fraudulently commit defamation or any act or omission which is prohibited under any law for the time being in force and offences cognizable and punishable under Bhartiya Nyaya Sanhita, 2023, Information Technology Act, 2000 etc.
- ii. The Allottees or his assignees or representatives shall not threaten or speak in abusive, menacing, language with representatives of the Promoter on telephone, on social media, computer resources or communication devices through Whatsapp, Instagram, Facebook and other applications of social media vide text, image, audio, video and other electronic record which may be transmitted with the annoying messages, and by using words or by signs or by visible representations makes or publishes any imputations concerning the Promoter threatening with any injury to the reputation or property of the Promoter.
- iii. In the event, the Promoter finds that such illegal activity has been committed by the Allottees or his assignees or representatives then the Promoter shall be entitled to take lawful actions against the Allottees including filing of criminal complaints with appropriate authorities and the Allottees shall be liable to pay damages for such act and shall be liable to undergo penal prosecution under the provision of various applicable laws.
- iv. 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 Allottee/s of the said Flat, in case of a transfer, as the said obligations go along with the said Flat for all intents and purposes.

(B) SEVERABILITY:

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

applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

ior to such prohibition or unenforceability.

26.1 The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demand, proceedings, costs, damages, expenses, losses and liabilities (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter, directly or indirectly in connection with (a) the enforcement of or preservation of any rights of the Promoter under this Agreement (b) any breach and/ or default by the Allottee/s in the performance of any and/or all of his/its obligations under this agreement (c) any injury to any property(ies) or person (s); or death of persons or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Unit(s) and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/its agents, servants, tenants, guests invitees and/or any person or entity under his/her/their/ its control and (d) Allottee/s non-compliance with any of the instructions regarding the use and/or occupation of the said Unit.

26.2 The Promoter reserves its right to place signage on the top terrace of the building. The Promoter may give up its reserved rights at the time of Conveyance of the said building in favour of the Society. The Society shall have the right to lease or give on leave and license the right to signage on the top terrace to the Promoter only and not to any Third Party.

27 **SUPPLY OF UTILITIES:**

27.1 The Promoter shall arrange to supply water and shall provide fire brigade services to the Integrated Township Policy, and to all the residents therein, at cost/usage fees/consumption charges as decided by the TMA / relevant authority from time to time, payable by the Allottee/s and / or the entities as the case may be to the TMA.

27.2 The Promoter may enter into an agreement with the relevant authority of Government of Maharashtra for provision of fire brigade services. The Promoter will bear one time investment for infrastructure for the said fire brigade services. In such case the Allottee/s or the said Society as the case may be, shall pay proportionate recurring expenses in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra; otherwise to the TMA.

27.3 The Promoter shall install the water sewage treatment plant and arrange for solid waste management and the TMA shall be responsible for maintenance of the same.

27.4 The Promoter shall arrange that Maharashtra State Electricity Distribution Company Ltd. ('M.S.E.D.C.L.') or any other Power Utility shall directly provide electricity to Allottee/s of each flat, to all the entities in the Integrated Township Policy, and electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the TMA shall not be responsible for short supply of electricity. The said society in the said Project shall be supplied with a generator set back up for common areas, which shall be exclusively maintained by that apex society.

27.5 The Promoter shall make necessary arrangement for providing sufficient water supply to the building/s in the Said Project. However in case the non-availability of water or insufficient water supply from the concern water department & if necessary the water required to be obtained from outside sources, such as tankers or otherwise, then in such case the Allottee/s /Occupants shall bear all costs and expenses for such expense which shall be added in the Maintenance charges on pro-rata basis of such purchase, treatment and distribution of such water. The Promoter shall not be liable to pay towards expenses for the additional water procured.

28 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT-**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the said Flat in the Project.

29 **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.

30 **PLACE OF EXECUTION-**

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

31 **SERVICE OF NOTICE-**

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

NAME OF ALLOTTEE/S :-

1. _____
2. _____

R/At: _____
Email ID: _____

PROMOTER NAME:-

ASHDAN DEVELOPERS PRIVATE LIMITED

Address: "Solitaire World", Level 8, Survey No.36/1/1, Opposite Regency Classic, Mumbai Bangalore Highway, Baner, Pune 411045
Email ID: crm@vtprealty.in

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

32 **JOINT ALLOTTEE/S -**

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s .

33 **RESERVATIONS**

33.1 All payments agreed to herein and otherwise required to be made by the Allottee/s otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this Agreement, committed by the Allottee/s.

33.2 Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Flat or of the said property

and the building or any part thereof. The Allottee/s shall have no claim save &except in respect of the said Flat hereby agreed to be sold to the Allottee/s, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said property and the building save and except any part reserved by the Promoter, is transferred to the Allottee/s or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parkings, and garden space *et cetera*, to any Allottee/s for which the Allottee/s hereby grants and is always deemed to have granted the consent.

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

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

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

34 **ENTITLEMENT OF PROMOTER-**

The Promoter shall be entitled to sell any Unit, tenements and to allot the exclusive right to use garage, terrace/s, garden space/s, or any others space/s whether constructed or not and called under whatsoever name, etc. that has been or will be permitted by law or by local authority in the concerned locality to any person/s. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their permission and for this reason a separate permission for the same is not required.

34.1 In the event of any ultimate organization of tenement Allottee/s s being formed and registered before the sale and disposal of all the Unit in the Building/Wing/Tower, all the power, authorities and rights of the Unit Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, or other space/s, etc. and all other rights thereto. The Allottee/s or any other tenement holder in the building or ad-hoc committee or Association of Unit or Society or the maintenance agency as the case may be shall have no right to demand any amount from the Promoter herein in respect of the unsold tenements/Unit towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

34.2 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other Unit /tenements shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the Unit in the building is received by the Promoter.

34.3 The Promoter herein have not undertaken any responsibility nor have they agreed anything with the Allottee/s 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.

34.4 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoter to the Allottee/s of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or

Occupier of tenement holders in the building commits breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any Unit being allotted as exclusive right to use the terrace, open space, parking space etc. along with the said Unit , if any.

34.5 The Allottee/s is/are aware that the perspectives/ elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoter at its sole discretion may think fit and proper or as may be required by the concerned Authorities/ Government. The Allottee/s shall have no objection/ complaints of whatsoever on that account and hereby give his/her/their permission for such changes.

34.6 It is specifically understood that the Brochures, Compact Disc, advertising and marketing material i.e. Audio or video, tangible or intangible, which is published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. The Brochure/Master Plan is the tentative projection of the whole plan of the said Project. There may/will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the said Project shall not/may not be the same as in the brochure/master plan. The Promoter shall not be liable for such variations nor shall the Allottee/s question the same in any manner.

35 **NAME OF THE SCHEME AND BUILDING/S-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein have decided to have the name of the Project / Scheme “**VTP EUPHORIA PHASE 5**” and further erect or affix Promoter name board and writing at suitable places as decided by the Promoter herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank or in the lifts or any other place/s in any building/s. The Allottee/s or other tenement holders in the building or proposed ultimate organization of tenement Allottee/s or its successors are not entitled to change the aforesaid project / scheme name / name of the ultimate organization and remove or alter Promoter’s name board or writing in any circumstances. This condition is essential condition of this Agreement.

The Promoter herein shall have liberty to change the name of the Entire Project & the Building for betterment of the Entire Project & the Building/Towers, hence the name of the Entire Project & the Building/Towers shall always be as desired by the Promoter, this covenant shall be binding upon the Allottee/s, successors in title of the Allottee/s, including the Society and the Ultimate Body/Federation in perpetuity.

36 **DISPUTE RESOLUTION-**

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

37 **CAR /TWO WHEELER PARKING:**

37.1 The Allottee/s for more beneficial use and enjoyment of the unit shall be entitled to the exclusive right to use of allotted _____ parking within the Premises of “**VTP EUPHORIA**” which may be either under the stilt or on the podium or in the basement. However, the parking will be at Allottee/s risk and Allottee/s shall not hold responsible the Promoter for any damage/loss to his/her/their vehicle. The Promoter shall allot the car parking space at its own option for which the Allottee/s shall not take or raise any objection.

- 37.2 For the effective management of parking spaces, the Allottee/s along with other unit Allottee/s here by requested the Promoter to earmark parking spaces being restricted common area, (open or in the stilt/Podium) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Allottee/s hereby authorize and give permission to the Promoter to do such earmarking of parking space being restricted common area, at its sole discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spaces.
- 37.3 Car Parking shall be subject to the rules framed by the Promoter to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties.
- 37.4 Cars will be washed and/or cleaned in the designated Cars Washing Areas.
- 37.5 No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- 37.6 The Allottee/s shall park his/her/its vehicles in the said Car Park Spaces for their individual use.
- 37.7 No commercial vehicles shall be allowed to be parked within the said premises.
- 37.8 Since the Allottee/s have opted for _____ parking and since there are limited number of Car parking, the Allottee/s would only exercises to use the common area parking once the right to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the Allottee/s who have opted for _____ parking.
- 37.9 The Allottee/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Allottee/s to the said Body as a member thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.
- 37.10 The Allottee/s herein has/have granted his/her/their free, express and permission and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of Covered &/or Open parking spaces made by the Promoter to any intending Allottee/s.
- 37.11 Any Allottee/s who has purchased covered parking being restricted common area, will not park his/her/their vehicle in common area.

38 **ENTIRE AGREEMENT-**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials, brochures etc.

39 **GOVERNING LAW-**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction on all matters arising under this Agreement.

40 **ALLOTTEE/S 'S UNDERTAKING -**

The Allottee/s confirms that he has fully read and understood the terms and conditions of this Agreement and agrees to abide by the same at all times. The Allottee/s further confirms of being fully conscious that it is not incumbent on the part of the Promoter to send him reminders/notices in respect of his obligations as set out in this Agreement and he shall be fully liable for any consequences in respect of defaults committed by him in not abiding by the terms and conditions contained in this Agreement. The Allottee/s further confirm having sought detailed explanations and clarifications from the Promoter and that the Promoter have readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Promoter the Allottee/s herein has/have signed this Agreement and has paid the money (ies) hereunder being fully conscious of his liabilities and obligations.

41 **BINDING EFFECT, REGISTRATION AND STAMP DUTY:-**

41.1 Forwarding this Agreement to the Allottee/s by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s 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/s 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/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s , application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

41.2 The Allottee/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the registration act and Promoter after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereof.

41.3 The Allottee/s herein shall bear and pay stamp duty, if any and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, or any final sale deed which is to be executed by the Promoter in favor of the Allottee/s The parties herein 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 favor of the Allottee/s or in the name of the Society in which the Allottee/s will be the member in respect of the said Flat.

FIRST SCHEDULE
DESCRIPTION OF THE LARGER LAND

As per plan approved by PMRDA, the contiguous block of land admeasuring 66 Hectare 65.75 Are formed of the lands bearing Gat Nos. Survey No. 124, 125, 127 to 132, 137 (Part) to 142, 144, 145, 146 (Part), 147 to 153, 155 to 159 (Part), 160, 162 to 164, 166, 167, 169 (Part), 170 (Part), 194 (Part) situate, lying and being at Village Manjri Khurd within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Manjri and Gat No. 1255/14, 1255/17, 1255/18, 1255/28, 1255/65, 1255/66, 1255/67, 1255/69, 1255/70, 1255/71, 1255/72 (Part), 1255/73, 1265, 1267 (Part), 1273, 1276/2, 1276/3, 1276/5, 1276/6, 1276/26, 1276/27, 1276/28, 1276/1A/2, 1276/34, 1276/37(Part), 1255/29, 1255/31, 1255/33, 1255/38, 1255/46, 1255/47, 1255/48, 1255/72(Part), 1269, 1276/13, 1276/15, 1276/16, 1276/30 situated at village Wagholi, Taluka Haveli, District Pune, within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Gram Panchayat of Wagholi.

SECOND SCHEDULE
DESCRIPTION OF THE SAID LAND ABOVE REFERRED TO

All that piece and parcel of land admeasuring 60,899 sq. mtrs. being Sector R3+R4 comprised of lands out of the sanctioned layout pertaining to the Larger Land as described in FIRST SCHEDULE, situated at Village Manjari Khurd, Taluka Haveli, District Pune:

THIRD SCHEDULE
DESCRIPTION OF THE SAID PROJECT LAND ABOVE REFERRED TO

All that portion of land admeasuring **1156** sq. mtrs. out of the said land mentioned in SECOND SCHEDULE above on which the Promoter are developing the project under name **“VTP EUPHORIA PHASE 5”**, and bounded as follows:

On or towards the East : By Drive way + 15 m wide Road
On or towards the South : By Drive way compound wall + 12 m wide Road
On or towards the West : By Tower 2
On or towards the North : By Parking + Central Amenities

FOURTH SCHEDULE
(DETAILS OF THE SAID FLAT BEING SUBJECT MATTER OF THESE PRESENTS)

All that;

Residential said Flat No.	
Carpet Area	_____ sq. mtrs.
Enclosed Balcony Area	_____ sq. mtrs.
Open Balcony/Terrace Area	_____ sq. mtrs.
Garden Area	_____ sq. mtrs.
Floor	
Building/Wing/Tower	
PROJECT NAME	VTP EUPHORIA PHASE 4

Being constructed on the said Project Land, more particularly described in THIRD SCHEDULE written above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and delineated in the floor Plan annexed hereto, along with exclusive facility to use One _____ Parking Space.

FIFTH SCHEDULE

above Referred to

A) Description of the common areas provided:

Sr. no.	Type of common areas provided	Proposed Date of Occupancy Certificate	Proposed Date of handover for use	Size/area of the common areas provided
i	Transformer Room	31.12.2028	30.09.2029	386 sq.m.
ii	Sewage Treatment Plant	31.12.2028	30.09.2029	961 sq.m.
iii	Underground Water Tank	31.12.2028	30.09.2029	864 sq.m.
iv	Organic Waste Converter	31.12.2028	30.09.2029	109 sq.m.

v	Diesel Generator	31.12.2028	30.09.2029	61 sq.m.
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B) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

Sr. no.	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/ common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i	Lobby		31.12.2028	30.09.2029	79.80 sq.m.	Fsi to be utilized
ii	Meter Room		31.12.2028	30.09.2029	37.22 sq.m.	
iii	Drivers Toilet		31.12.2028	30.09.2029	5.07 sq.m.	
iv	Drivers Room		31.12.2028	30.09.2029	14.50 sq.m.	
v	Garbage Collection Room		31.12.2028	30.09.2029	9.57q.m.	

C) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

Sr. no	Type of facilities / amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/ amenities	FSI Utilized or free of FSI
i	Swimming Pool	5	31.12.2028	30.09.2029	549 Sq.m	Free of FSI
ii	Jogging Track	5	31.12.2028	30.09.2029	503 Sq.m	Free of FSI
iii	Kids Pool	5	31.12.2028	30.09.2029	81 Sq.m	Free of FSI
iv	Jacuzzi	5	31.12.2028	30.09.2029	32 Sq.m	Free of FSI
v	Children's Play Area	5	31.12.2028	30.09.2029	112 Sq.m	Free of FSI
vi	Toddlers play area	5	31.12.2028	30.09.2029	350 Sq.m	Free of FSI
vii	Covered heated leisure pool	5	31.12.2028	30.09.2029	81.54 Sq.m	Free of FSI
viii	Cycling Track	5	31.12.2028	30.09.2029	472 m	Free of FSI
ix	Multi fit theme with sensory play equipment	5	31.12.2028	30.09.2029	368 Sq.m	Free of FSI
x	Tennis Court	5	31.12.2028	30.09.2029	459 Sq.m	Free of FSI
xi	Outdoor Gym	5	31.12.2028	30.09.2029	42.89Sq.m	Free of FSI
xii	Yoga lawn	5	31.12.2028	30.09.2029	43.94 Sq.m	Free of FSI
xiii	Acupressure Pathway	5	31.12.2028	30.09.2029	70m	Free of FSI

xiv	Herbal garden	5	31.12.2028	30.09.2029	38 Sq.m	Free of FSI
xv	Climbing wall	5	31.12.2028	30.09.2029	3.30m	Free of FSI
xvi	Swing Plaza	5	31.12.2028	30.09.2029	70 sq,m	Free of FSI
xvii	Futsal Court	5	31.12.2028	30.09.2029	495 sq.m	Free of FSI
xviii	Basket Ball	5	31.12.2028	30.09.2029	360 sq.m	Free of FSI

D) The size and the location of the facilities/ amenities in form of open spaces (RG /PG etc.) provided/ to be provided within the plot and/ or within the layout.

Sr. no	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	Gymnasium	5	157.84 sq.m.	31.12.2028	30.09.2029
ii.	Entrance lobby	5	57.79 sq.m.	31.12.2028	30.09.2029
iii.	Multipurpose /Community Hall	5	163.01 sq.m.	31.12.2028	30.09.2029
iv.	Changing Room – Her	5	39.98 sq.m.	31.12.2028	30.09.2029
v.	Changing Room - His	5	43.29 sq.m.	31.12.2028	30.09.2029
vi.	Party Lawn 1+2	5	2008 sq.m.	31.12.2028	30.09.2029

E) Details and specifications of the lifts:

Sr. no.	Type Lift (passenger/ service /stretcher/goods/fire evacuation/ any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Fire Lift	1	15 persons / 1020 kgs	2.5 mps
ii.	Passenger Lift	3	10 persons / 680 kgs	2.5 mps

Tower & Flat No. _____ in Project VTP EUPHORIA PHASE 5

IN WITNESS WHEREOF THE PROMOTER AND PARTIES WITH FREE CONSENT, COMPLETE KNOWLEDGE & IN COMPLETE PRESENCE OF MIND, GIVE THIS DOCUMENT IN WRITING TO THE ALLOTTEE/S & SIGN, SEALED & DELIVERED BY THE PARTIES HERETO IN PRESENCE OF:-

SIGNED SEALED AND DELIVERED by the above named PROMOTER		
ASHDAN DEVELOPERS PRIVATE LIMITED through authorized signatory MR BHUSHAN VILAS PALRESHA and/or MR. NILESH VILAS PALRESHA		
PHOTO	THUMB	SIGNATURE

SIGNED SEALED AND DELIVERED by the above named ALLOTTEE/S		
1. _____		
PHOTO	THUMB	SIGNATURE

2. _____		
PHOTO	THUMB	SIGNATURE

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