



"Buena Vista", Office No. 6-10, 58, Viman Nagar, Pune - 411014  
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### ALLOTMENT LETTER

Date-

To,

(Name of the Allottee/s)

Sir/Madam,

This is to confirm that we have provisionally allotted to you Apartment No. \_\_\_\_\_, admeasuring. \_\_\_\_\_ sq. mtrs. carpet area, on the \_\_\_\_\_ floor, in the Building/Wing \_\_\_\_\_ alongwith adjoining balconies admeasuring sq.mtrs and appurtenant terrace admeasuring \_\_\_\_\_ sq. mtrs. and \_\_\_\_\_ number of Covered Car Parking space of the Project/Scheme known as '**Bon Vivant**', situate at S. No. 33/3A/2, Near Orbis School, Mundhawa (Keshavnagar), Pune, Taluka Pune City, District Pune – 411036. for your exclusive use at or for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) including Rs. \_\_\_\_\_/- being the proportionate price of the common areas and facilities appurtenant to the premises, in respect of the Apartment and Rs. \_\_\_\_\_(\_\_\_\_\_) for the covered car parking space.

The total aggregate consideration amount for the apartment including covered parking spaces is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

We acknowledge the receipt of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as an interest free performance security deposit thereagainst.

The balance consideration shall be payable as under:

(a) Rs. \_\_\_\_\_ ( ) on execution of the Formal Agreement on / before \_\_\_\_\_.



(b) \_\_\_\_\_ on \_\_\_\_\_

(c) \_\_\_\_\_ on \_\_\_\_\_

(d) \_\_\_\_\_ on \_\_\_\_\_

The provisional allotment is subject to the terms and conditions stipulated on the Application for the provisional allotment submitted by you and requisite Agreement confirming such allotment as required under the Real Estate (Regulation and Development) Act 2016, shall be entered into in due course and duly executed upon your complying with the terms contained herein and thereunder.

All documents/clearances have been seen and inspected by you and you have satisfied yourself regarding the same.

All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority pertaining to the said property shall be binding on you.

All other expenses and outgoings such as stamp duty, registration, GST, M.S.E.D.C.L. legal charges etc. shall be to your account.

Thanking You

Yours faithfully,  
For Malkani Properties

(Authorised Signatory)

I agree to the above conditions.

ALLOTTEE

## ARTICLES OF AGREEMENT

**ARTICLES OF AGREEMENT** made and executed at Pune this ..... day of ..... 2018.

### BETWEEN

M/s. Malkani Properties, a registered partnership firm, having its Office at Office No. 6-10, Buena Vista, Viman Nagar, Pune 411014 and hereinafter referred to as the "**OWNERS/ PROMOTERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in title, administrators and permitted assigns) through its duly authorized Partner Mr. Haren S. Malkani, Age 46 years.

.... OWNERS/PROMOTERS  
.. OF THE ONE PART

### AND

1. MR.....

Age: ..... Occ: ..... P.A.N. No: .....

2. MRS.....

Age: ..... Occ: ..... P.A.N. No: .....

Residing at: .....  
.....

and hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS the Promoters abovenamed are the owners of and otherwise well and sufficiently entitled all that piece and parcel of land bearing S. No. 33/3A/2 (Old S. No. 33/3A/1/2), area admeasuring 00 Hectare 83 Ares (including 01 Are Potkharaba), situated at Village, Mundhwa (Keshavnagar), within the limits of Grampanchayat, Taluka Pune City, District Pune hereinafter referred to as the "**said entire land**" and more particularly described in Schedule IA written hereunder, having acquired the said project land from Mr. Kishor Mangaram Sonpar and others vide Sale Deed dated 24/07/2015 duly registered at the office of Sub-Registrar Haveli N o . 23 at Serial No. 6102/2015.

AND WHEREAS an area admeasuring 567.85 sq. mtrs. out of the said project land is earmarked for road widening.

The Owners/Promoters declare and record that there is a difference in the area of the said project land which as per 7/12 extract admeasures 8300 sq. mtrs. but which as per demarcation measurement plan of physical area on site is 7261.70 sq. mtrs. The Owners/Promoters have considered the lower area for obtaining the necessary sanctions /approvals to the project so as to avoid any ambiguity related therewith but in the event the additional area is somehow found /made available the Owners/Promoters shall be entitled to avail of the benefits thereof in the project as further Phase of the project.

AND WHEREAS thereby the Owner/Promoters are in possession of the land to the extent of the area admeasuring 7267.70 sq. mtrs. out of S. No. 33/3A/2 (Old S. No. 33/3A/1/2), totally admeasuring 00 Hectare 83 Ares (including 01 Are Potkharaba), situated at Village, Mundhwa (Keshavnagar), within the limits of Grampanchayat, Taluka Pune City, District Pune

AND WHEREAS on a part of the said entire land the Owners/Promoters have obtained sanction of building on the area earmarked as Amenity Space thereof admeasuring 1004.07 sq. mtrs. on which the Owners/Promoters propose to individually utilize under the provisions of the Development Control Rules for permissible user thereunder and which shall not constitute part of the project land as is detailed hereunder.

AND WHEREAS accordingly the Owners/Promoters is for the purpose of implementing the proposed building project contemplated hereunder of an area admeasuring 6257.63 sq. mtrs. out of S. No. 33/3A/2 (Old S. No. 33/3A/1/2), totally admeasuring 00 Hectare 83 Ares (including 01 Are Potkharaba), situated at Village, Mundhwa (Keshavnagar), within the limits of Grampanchayat, Taluka Pune City, District Pune hereinafter referred to as the **"said project land"** and more particularly described in Schedule IB written hereunder

AND WHEREAS by virtue of the aforesaid Sale Deed the Owners/Promoters as the owners alone have the sole and exclusive right to sell the residential/commercial units in the said building/s to be constructed by the Owners/Promoters on the said project land and to enter into Agreement/s with the allottee(s)/s of the units to receive the sale price in respect thereof;

AND WHEREAS the Owners/Promoters hereby declare that they have availed of Project Finance from HDFC LTD, Pune, for development on the said Project Land and the Owners/Promoters have created Mortgage Charge on the said Project Land in favour of the HDFC LTD and the Owners/Promoters shall duly obtain / procure No Objection Letter from the said financial institute for the said Apartment /Unit and shall provide the same to the Allottee/s herein after the execution hereof.

All advance payment/stage wise payment to be drawn in favour of HDFC Bank account of 'MALKANI PROPERTIES COLLECTION ESCROW A/C'.

AND WHEREAS originally the Pune Metropolitan Regional Development Authority (PMRDA) has sanctioned the building layout and the plans for construction of the buildings for residential/commercial units on the said project land vide Commencement Certificate No. DPO/ BHA/C.R. No. 3955, dated 19/01/2016 and thereafter sanctioned revised building layout plan vide Commencement Certificate No. BHA/ Moje Mundhwa/ S.No. 33/3A/2/ S.R. No. 324/ 17-18 dated 23/01/2018.

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated 04/04/2016 bearing No. PMRDA/NA/SR/21/2016, permitted non-agricultural use of the said Project land for residential/commercial purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Owners/Promoters being entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove in terms of the PMRDA sanctioned commenced upon the Project Land the construction and development of the proposed ;

building/s named and styled as "BON VIVANT" comprising of

- i. residential building No. Wing A comprising of Basement + Parking + Nine (9) upper floors consisting of 53 number of self contained residential units and consuming /having entitlement an aggregate FSI/FAR of 2702.66 sq. mtrs.,
- ii. residential building No. Wing B comprising of Basement + Parking + Ten (10) upper floors consisting of 59 number of self contained residential units and consuming /having entitlement an aggregate FSI/FAR of 2984.70 sq. mtrs.,
- iii. commercial building No. Wing C comprising of Lower Ground Floor + Upper Ground Floor + Three (3) upper floors consisting of number of 24 units and consuming /having entitlement an aggregate FSI/FAR of 965.10 sq. mtrs.,
- iv. Club House building comprising of Ground Floor + First Floor and consuming /having entitlement an aggregate FSI/FAR of 75.29 sq. mtrs.,

AND WHEREAS the Promoter registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at <https://maharera.mahaonline.gov.in> no P52100000944; authenticated copy is attached in Annexure 'F.'

AND WHEREAS the said project land meanwhile was encompassed within the jurisdiction of Pune Municipal Corporation and the Owners/Promoters thereafter applied and obtained sanction of the Pune Municipal Corporation vide revised Commencement Certificate No. CC/3619/17 dated 28/03/2018. The aforesaid sanction provides for permission for loading an additional floor on Building A and additional FSI on Building B and C comprising of additional units thereon as under :

- i. residential building No. Wing A comprising of Basement + Parking + Ten (10) upper floors consisting of 60 number of self contained residential units and consuming /having entitlement an aggregate FSI/FAR of 3168.32 sq. mtrs.,
- ii. residential building No. Wing B comprising of Basement + Parking + Ten (10) upper floors consisting of 60 number of self

contained residential units and consuming /having entitlement an aggregate FSI/FAR of 3079.41 sq. mtrs.,

- iii. commercial building No. Wing C comprising of Lower Ground Floor + Upper Ground Floor + Three (3) upper floors consisting of number of 24 units and consuming /having entitlement an aggregate FSI/FAR of 976.08 sq. mtrs.,
- iv. Club House building comprising of Ground Floor + First Floor and consuming /having entitlement an aggregate FSI/FAR of 75.29 sq. mtrs.,

AND WHEREAS the Owners /Promoters have accordingly uploaded the revised data on their registered rera website at <https://maharera.mahaonline.gov.in> no P52100000944;

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number **A/B-.....** on the **..... Floor**, (hereinafter referred to as the said "Apartment") in the **A/B-wing** of the Building called "BON VIVANT" (hereinafter referred to as the said "Building") being constructed on the said project land, by the Owners/Promoters;

AND WHEREAS the Owners/Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Owners/Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Owners/Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings or as may be mutually agreed provided, however, that the Owners/Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS on demand from the Allottee/s, the Owners/Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Cubix Architects and Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Allottee hereby acknowledges that,

- i. the Promoters have disclosed that all the necessary information at the time of booking by letter of allotment as well as by display at the site;
- ii. The Promoters have disclosed all the documents about title to the land, encumbrances, Search and Title Report.
- iii. The date of Delivery of possession of the Apartment/Unit has been disclosed in clause 7 hereunder as well as the date of delivery of possession of the amenities detailed in Annexure E hereunder and the facilities and common areas has been detailed in Second Schedule.

- iv. The disclosure regarding the utilization FSI, TDR according to sanctioned plans and future proposed plans are detailed in recitals above.

AND WHEREAS the facts and circumstances pertaining to the title of the Promoters as owners are set out / disclosed in the Certificate of Title dated 16/04/2016 issued by the Promoter's Advocates', Mr. Chandan M. Parwani, a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Owners/Promoters to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B'.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

AND WHEREAS the authenticated copies of the plans of the building/s as proposed by the Owners/Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked Annexure D.

AND WHEREAS the Owners/Promoters shall implement the construction of the said apartment in accordance with the sanctioned/revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in Annexure E written hereunder (the said "SPECIFICATIONS" for short).

AND WHEREAS 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 Owners/Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Owners/Promoters have accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the carpet area of the said Apartment is ..... square meter and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the Parties hereto relying on the respective 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 condition hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Owners/Promoters a sum of **Rs. ....../-** **(Rupees. .... only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Owners/Promoters to the Allottee as advance payment / Earnest Money Deposit / Holding Amount / Application Fee (the payment and receipt whereof the Owners/Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Owners/Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Owners/Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETHD AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Owners/Promoters shall now construct in terms of the abovementioned sanctioned building plan approved by Pune Municipal Corporation the building/s named and styled as "BON VIVANT" comprising of
  - i. residential building No. Wing A comprising of Basement + Parking + Ten (10) upper floors consisting of 60 number of self contained residential units and consuming /having entitlement an aggregate FSI/FAR of 3168.32 sq. mtrs.,
  - ii. residential building No. Wing B comprising of Basement + Parking + Ten (10) upper floors consisting of 60 number of self contained residential units and consuming /having entitlement an aggregate FSI/FAR of 3079.41 sq. mtrs.,
  - iii. commercial building No. Wing C comprising of Lower Ground Floor + Upper Ground Floor + Three (3) upper floors consisting of number of 24 units and consuming /having entitlement an aggregate FSI/FAR of 976.08 sq. mtrs.,
  - iv. Club House building comprising of Ground Floor + First Floor and consuming /having entitlement an aggregate FSI/FAR of 75.29 sq. mtrs.,

on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

**Provided** that the Owners/Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the

present Phase which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a)  
(i) The Allottee/s hereby agree/s to purchase from the Owners/Promoters and the Owners/Promoters hereby agree to sell to the Allottee/s Apartment No. A/B of the type 1/2-BHK of carpet area admeasuring ..... sq. mtrs., alongwith adjoining/enclosed balconies admeasuring .... sq.mtrs and eyelevel / appurtenant terrace admeasuring ..... sq.mtrs. on ..... Floor, in A/B-Wing of the project named and styled as “BON VIVANT” (hereinafter referred to as "the Apartment/Unit") and described in Schedule “A” attached hereto as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. ..../- including Rs. ..../- being the proportionate price 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 Second Schedule annexed herewith.

1(b) The total aggregate consideration amount for the apartment is Rs. ..../- (Rupees. .... only)

1 (c) The allottee/s hereby agrees to pay to the owners/Promoters the amount of purchase consideration of Rs. ..../- (Rupees. .... only) in the following manner :-

| Payment Schedule |                                                                                      |           |        |
|------------------|--------------------------------------------------------------------------------------|-----------|--------|
| Sr. No.          | Stages                                                                               | % Payment | Amount |
| 1                | On/Before execution of Agreement                                                     | 10%       |        |
| 2                | On execution of the Agreement                                                        | 20%       |        |
| 3                | On completion of Plinth of the building /wing in which the said Apartment is located | 15%       |        |
| 4                | On completion of 1st Slab                                                            | 2.5%      |        |
| 5                | On completion of 2nd Slab                                                            | 2.5%      |        |
| 6                | On completion of 3rd Slab                                                            | 2.5%      |        |
| 7                | On completion of 4th Slab                                                            | 2.5%      |        |
| 8                | On completion of 5th Slab                                                            | 2.5%      |        |
| 9                | On completion of 6th Slab                                                            | 2.5%      |        |
| 10               | On completion of 7th Slab                                                            | 2.5%      |        |
| 11               | On completion of 8th Slab                                                            | 2.5%      |        |
| 12               | On completion of 9th Slab                                                            | 2.5%      |        |
| 13               | On completion of 10th Slab                                                           | 2.5%      |        |
| 14               | On completion of the walls, internal plaster of the said Apartment                   | 2.5%      |        |

|              |                                                                                                                                                                                                                                                                                                                 |             |  |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--|
| 15           | On completion of the floorings doors and windows of the said Apartment                                                                                                                                                                                                                                          | 2.5%        |  |
| 16           | On completion of the Sanitary fittings of the said Apartment                                                                                                                                                                                                                                                    | 2.5%        |  |
| 17           | On completion of the staircases, lift wells, lobbies upto the floor level of the said Apartment                                                                                                                                                                                                                 | 2.5%        |  |
| 18           | On completion of the external plumbing and external plaster of the building or wing in which the said Apartment is located                                                                                                                                                                                      | 2.5%        |  |
| 19           | On completion of the elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located                                                                                                                                                                                     | 2.5%        |  |
| 20           | on completion of the lifts of the building or wing in which the said Apartment is located                                                                                                                                                                                                                       | 5%          |  |
| 21           | on completion of the water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located | 5%          |  |
| 22           | at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate                                                                                                                                                        | 5%          |  |
| <b>Total</b> |                                                                                                                                                                                                                                                                                                                 | <b>100%</b> |  |

**IT IS EXPRESSLY AGREED THAT FOR EACH OF THE ABOVE PAYMENTS, TIME IS THE ESSENCE OF THE CONTRACT.**

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

The parties agree & confirm that the GST benefit has been factored in to the consideration and the apportionment of the benefit accruable to the Allottee/s has been duly passed on and duly confirmed by the Allottee/s.

- 1d) It is confirmed by the Allottee/s that the Owners/Promoters have taken all requisite permissions, sanctions and approvals from

the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Owners/Promoters to the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Owners/Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms of and in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Owners/Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch. The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Owners/Promoters.

- 1(e) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owners/Promoters 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 Owners/Promoters) up to the date of handing over the possession of the Apartment.
- 1(f) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Owners/Promoters 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 Owners/Promoters 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.
- 1(g) The Owners/Promoters may in their sole discretion allow, a rebate for early payments of equal installments payable by the

Allottee/s by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Owners/Promoters.

1(h) The Owners/Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owners/Promoters. If there is any reduction in the carpet area within the defined limit then Owners/Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s.

1(i) The Allottee authorizes the Owners/Promoters 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 Owners/Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Owners/Promoters to adjust his payments in any manner.

2.

2.1 The Owners/Promoters 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 Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.

2.2 Time is of essence for the Owners/Promoters as well as the Allottee/s. The Owners/Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owners/Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3. The Owners/Promoters hereby declare that the Floor Space Index available as on date in respect of the said project land is 7224.89 sq. mtrs. only and Owners/Promoters have planned to utilize Floor Space Index of 1959.57 sq. mtrs. by availing of road widening FSI/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 residual FAR (FSI) in the plot/ the layout not consumed will be available to the Owners/Promoters only. It is further expressly agreed

by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Owners/Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Owners/Promoters may deem fit either on the said Project Land and /or any other land of the Owners/Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Owners/Promoters choose. The Owners/Promoters have accordingly disclosed the Floor Space Index of 9184.46 sq. mtrs. as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owners/Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Owners/Promoters only.

4. The Owners/Promoters hereby agree that they shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of Association of Allottees to be formed by the Owners/Promoters comprising of the Allottee/s of Apartments/shops/garages in the building/wing to be constructed on the said project land which may be a " Condominium of the Apartment Holders/ Co-operative Housing Society Ltd/ a Limited Company" as the Owners/Promoters may in their sole discretion opt (hereinafter also referred to as the Association of the Allottees ) make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Owners/Promoters have absolute, clear and marketable title to the said structure of the said building or wing.

5.

5.1 The Allottee/s (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the then prevailing maximum lending rate of State Bank of India plus 2% per annum on all the amounts 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) to the Promoters.

5.2 Without prejudice to right of Owners/Promoters to charge the interest in terms of sub clause (5.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Owners/Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of

installments, the Owners/Promoters shall be entitled at their own option, to terminate this Agreement:

- 5.3 Subject to force majeure circumstances or reasons beyond the control If the Owners/Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Owners/Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Owners/Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Owners/Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Owners/Promoters.

Provided that, Owners/Promoters 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/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectifies the breach or breaches mentioned by the Owners/Promoters within the period of notice then at the end of such notice period, Owners/Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Owners/Promoters, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Owners/Promoters may in their absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Owners/Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Unit (which shall stand forfeited)and to refund the balance (deducting the applicable Stamp Duty, GST, Government levies and relevant administrative charges therefrom) without interest to the Allottee/s.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Owners/Promoters in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

7. The Owners/Promoters shall give possession of the Apartment to the Allottee/s on or before **March 2019**. If the Owners/Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Owners/Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Owners/Promoters received the sum till the date the amounts and interest thereon is repaid.

The Owners/Promoters shall be entitled to grace period of 6 (six) months and further provided that the Owners/Promoters shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of –

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Owners/Promoters having complied with all requirements.
- (v) Delay by local authority in issuing or granting necessary plinth checking completion or Occupation Certificate, the Owners/Promoters having complied with all requirements.
- (vi) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Owners/Promoters to terminate this agreement under clause mentioned herein.

8.

8.1 Procedure for taking possession - The Owners/Promoters, upon obtaining the occupancy certificate\* from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Owners/Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owners/Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Owners/Promoters or association of allottees, as the case may be.

8.2 The Allottee shall take possession of the Apartment within 15 days of the Owners/Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation.

8.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Owners/Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Owners/Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owners/Promoters shall give possession of the Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall without prejudice to the Owners/Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay

maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession

- 8.4. The allottee shall at the time of receiving possession ;
- a. execute the acknowledgement of receipt of possession of the Unit, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 2% to 3% of fluctuation, if any.
  - b. Allottee/s shall also execute the necessary indemnities and undertaking regarding overall maintenance of the Unit and the building, payment of contributions to the condominium or Society of Allottee/s, maintenance and upkeep of the common amenities, facilities and areas.
- 8.5 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Owners/Promoters any structural defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Owners/Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding the above it is agreed between the parties that :

- (i) The Allottees' of the units in the building/wing/phase shall not carry out any alterations of whatsoever nature in the said apartment /wing/building/phase and in specific the structure of the said apartment/ unit/ wing/building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Owners/Promoters, the defect liability on the part of the Owners/Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Owners/Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Apartment/s by the respective Allottee/s/Occupants, vagaries of nature etc.
- (ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Apartment/ Unit in a diligent manner and

take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Apartment/s/ Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty as shown by the Owners/Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/ Unit/wing/ building/phase and should the annual maintenance contracts not be renewed by the Allottee/s and/or Association of Allottee/s the Owners/Promoters shall not be responsible for any defects occurring due to the same.

- (iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.
- (iv) That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more that 20 degrees Celsius and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.
- (v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing/building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

9. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking the Allottee's own vehicle.

10. The said unit is agreed to be sold subject to :

10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.

- 10.2. Its present permitted user as residential.
- 10.3. Any relevant and necessary covenants as may be stipulated by the Owners/Promoters for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Owners/Promoters to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
- 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Owners/Promoters shall not be required to show the creation of or define or apportion any burden.
- 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Owners/Promoters, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Owners/Promoters in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
- 10.6. The Owners/Promoters have intimated the Allottee/s that the project may at the Owners/Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Owners/Promoters from and against any loss or damage suffered by the Owners/Promoters as a consequence of the Owners/Promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the Owners/Promoters and Allottee/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All Allottee/s in all phases shall have free access to all phase's i.e. entire project.
- 10.7. The said Apartment/ Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)
- a. The access to the individual units/apartments shall be as per the sanctioned plan and/or revised plan from time to time.

- b. Air- Conditioners shall be fixed in the space provided by the Architect of the Owners/Promoters and location of the air-conditioners shall be restricted to the above-mentioned space only.
- c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
- d. The size of the board and lighting arrangements for residential /commercial units shall be restricted as per the floor-wise location, size and area of the tenements as prescribed by the Owners/Promoters.
- e. No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- f. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Owners/Promoters and the R.C.C Consultants.
- g. The Construction of chimneys, hanging telephone and telex wires, electric connections, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Owners/Promoters in writing.
- h. The installation of any grills or any doors shall only be as per the form prescribed by the Owners/Promoters Architect in writing.
- i. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle. viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area;
- j. No clothes shall be hanged out for drying by the Allottee/s except within the Service Terrace.
- k. The Owners/Promoters shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.

10.8. It is clarified between the Owners/Promoters and the Allottee/s that the title to the common areas shall vest with the Association of Allottees, it is the necessity and requirement of the Allottees

that various open parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Owners/Promoters, on the request of the Allottee/s (and also at the request of the other Allottees) herein is keeping a register /record of such allocations/designation/selections of parking to be effected by the Allottee/s from the Association of Allottees to be formed by them. The Owners/Promoters have not taken any consideration for such allocation. It is specifically agreed by the Allottees that if for any reason it be held that such allocation/designation of open parking/s by the Allottees of the Apartment among themselves is not proper then the Allottee/s(including Allottee herein) shall be entitled to use entire open parking area in common with others and the Allottee 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 Apartment alone.

11. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Condominium, Society or a Limited Company to be known by such name as the Owners/Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Condominium, Society or Limited Company and for becoming a member, including the bye-laws of the proposed Condominium or Society and duly fill in, sign and return to the within seven days of the same being forwarded by the Owners/Promoters to the Allottee, so as to enable the Owners/Promoters to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12. The Owners/Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of either a Condominium of the Apartment holders or a Co-operative Housing Society or a Company or any other legal entity of allottees for a single building or building/s or a wing of one building in the layout, submit the application in that behalf to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority, within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a building or a wing, have booked their apartment or alternatively the Owners/Promoters shall, where applicable, and at his sole discretion form and register separate co-operative society/condominium/limited company for each class of units or building in the scheme for better and smooth and proper administration (and each co-operative society/ condominium/limited company shall maintain the units and the buildings of the respective class of units or buildings) within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a building or a wing, have booked their apartment and thereafter the co-operative society/condominium/limited company of individual class of units or buildings shall form and register an Apex or Federal

Society/Legal Body/Limited Company in which all the co-operative society/ condominium/limited company formed for individual class of units or buildings shall be inducted. The Owners/Promoters shall make an application for formation and registration of such Apex or Federal Society/Legal Body/Limited Company within a period of three months from the date of the receipt of the occupancy certificate of the last of the building/s which was to be constructed in the Layout.

It is further specifically agreed and clarified between the parties hereto that notwithstanding anything contained to the contrary herein it is stipulated that :

- i. the Owners/Promoters may form and register separate co-operative society/condominium/limited company for each class of units or building in the scheme for better and smooth and proper administration and each co-operative society/ condominium/limited company shall maintain the units and the buildings of the respective class of units or buildings;
  - ii. the co-operative society/condominium/limited company of individual class of units or buildings shall form and register an apex or federal society/limited company in which all the co-operative society/ condominium/limited company formed for individual class of units or buildings shall become members and the Owners/Promoters shall get the conveyance executed in favour of the apex and or the federal society/limited company or in the name of each individual co-operative society/condominium/limited company as permitted under law;
  - iii. in case if such apex or federal society /limited company/condominium is not permissible or practicable then in such an event the Owners/Promoters shall get conveyance executed in favour of each individual co-operative society/ condominium/limited company, but for the common administration and expenses the co-operative society/ condominium/ limited company shall form an association of persons/suitable legal entity and the Allottee hereby agrees to accept the same.
13. The Owners/Promoters shall convey /lease the said structure of the said building **(excluding basements and podiums)** in a Layout with absolute, clear and marketable title thereto (subject to his right to dispose of the remaining unsold Apartments, if any and to receive entire consideration in respect thereof) in favor of Condominium/Society/Limited Company of the Allottee/s within one month from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the allottees is duly constituted or within a period of three months from the date of issue of occupancy certificate to the last of the building or wing in the layout , or within two months from the completion of sale of all the Apartments/Units in the last of the building or wing in the layout and receiving the full consideration in respect of all the Apartments whichever is later.

**OR**

the entire undivided or inseparable land underneath all buildings/ wings **along with structures of basements and**

**Podiums** constructed in a Layout jointly or otherwise with absolute, clear and marketable title thereto (subject to his right to dispose of the remaining unsold Apartments, if any and to receive entire consideration in respect thereof) in favor of the said Condominium/Society/Limited Company of the Allottee/s within a period of three months from the date on which the Co-operative society or the company or the Apex Body or Federation or Holding Company is registered or, as the case may be, the association of the Allottee/s is duly constituted or within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout, or within two months from the completion of sale of all the Apartments/Units in the last of the building or wing in the layout and receiving the full consideration in respect of all the Apartments, whichever is later.

14. Within 15 days after notice in writing is given by the Owners/Promoters to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land and building/s. Until the Condominium, Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Owners/Promoters such proportionate share of outgoings as under :
  - a. The Allottee shall pay the maintenance amount for 24 months in advance shall be paid at **Rs. ..../-** per month or as may be decided by the Owners/Promoters at the time of possession to the Owners/Promoters / “Property Maintenance Services” an agency which is a professional maintenance company appointed by the Owners/Promoters for the benefit of the project.
  - b. The above arrangement/s will be applicable till the date of handing over the charge of the said building/s to the Adhoc Committee / Association of Allottees OR 24 months from the date of possession /occupation whichever is earlier and therefore any excess or deficit amount for the actual period as the case may be shall be payable or receivable by the Allottee /s on pro-rata basis and Allottee/s herein agree/s to and confirm/s to adhere to the same.
  - c. The amounts so paid by the Allottee to the Owners/Promoters shall not carry any interest and remain with the Owners/Promoters until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the Condominium, Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing

the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Owners/Promoters to the Condominium, Society or the Limited Company, as the case may be. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Owners/Promoters to terminate this agreement in accordance with the terms and conditions contained herein.

15. The Owners/Promoters reserve their right :
  - a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
  - b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
  - c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.
16. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Owners/Promoters, the following amounts :-
  - (i) Rs. 660/- for share money, application entrance fee of the Condominium, Society or Limited Company/Federation/ Apex body.
  - (ii) **Rs. ....../-** for formation and registration of the Condominium, Society or Limited Company/Federation/ Apex body. As mentioned in the clause 17.
17. The Allottee shall pay to the Owners/Promoters a sum of **Rs. ....../-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Owners/Promoters in connection with formation of the said Condominium, Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
18. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Owners/Promoters, the Allottees' share of stamp duty and registration charges payable, by the said Condominium, Society or Limited Company on such conveyance or lease 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 or Lease of the said Project Land, the Allottee shall pay to the Owners/Promoters the Allottees' 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 Project Land to be executed in favour of the Apex Body or Federation.

19. Since the price of said Apartment/Unit has been agreed upon as price of bare Apartment/Unit and does not include any of the taxes, duties payable on the transaction the Allottee hereby agrees to pay the taxes such as GST, and cess or any other similar taxes which may be levied in connection with/ to construction / carrying out the project payable either by Promoters or the Allottee/s up to the date of handing over the possession of the Apartment/Unit, the Allottee/s shall bear the cost and charges for execution and registration of Conveyance Deed of Deed of Apartment/Unit. The total price (consideration) mentioned in clause 1(b) above has been arrived after transferring all the credit benefits accrued to the Promoters due to implementation of Goods and Services Tax Act 2017 (GST) and the price is in compliance with section 171 of the Central Goods and Services Tax Act and Section 171 of the State Goods and Services Tax Act (together known as GST). The Allottee/s hereby confirm/s that he/she/they has/have been informed and also had understood about all the details of the benefits and the computation of the total price is arrived after consideration of the benefits under GST. The Allottee/s confirm/s that he/she/they will not be claiming any further transfer of benefits under the “Anti-Profitteering” measures of the GST Act. The Allottee/s shall make payment of GST/ Service Tax or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc.

Amenity Space (if any) in the layout shall solely belong to the Owners/Promoters and the Owners/Promoters in their discretion shall decide to develop or transfer the same or to deal with the same as it deems fit. If required the Owners/Promoters may give the Amenity Space to the Government/Corporation or concerned Competent Authority and avail of benefits/compensation by way of Monitory Compensation / Transferable Development Rights / FSI/FAR, therefore. The Allottees or the said Society/ Limited Company/ Condominium of Apartment Holders/ Apex Body shall not be entitled to claim any interest therein or any part thereof. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Owners/Promoters at their discretion,

subject to liability of payment of contribution towards maintenance thereof.

#### **20.1 REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTERS**

The Owners/Promoters hereby represent and warrant to the Allottee as follows:

- i. The Owners/Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Owners/Promoters 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;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Owners/Promoters 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 and common areas;
- vi. The Owners/Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Owners/Promoters 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 Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Owners/Promoters confirm that the Owners/Promoters are not restricted in any manner

whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Owners/Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Owners/Promoters 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 upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Owners/Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Apartment Allottee/s.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iv. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Owners/Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Apartment Allottee/s with the written consent and the supervision of the Owners/Promoters and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/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.

v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Paradi or other structural members in the Apartment without the prior written permission of the Owners/Promoters and/or the Society or the Limited Company or Condominium of Apartment Holders.

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

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

viii. Not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.

ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Owners/Promoters shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.

x. Pay to the Owners/Promoters within fifteen days of demand by the Owners/Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection to the

building in which the Apartment is situated. Such deposits will lie with the Owners/Promoters interest free for the utilization of above purposes.

xi. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Owners/Promoters.

xii. 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 Apartment until all the dues payable by the Allottee/s to the Owners/Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Owners/Promoters and obtained the written consent of the Owners/Promoters for such transfer, assign or part with the interest etc.

xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, 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 Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xiv. Till a conveyance of the structure of the building in which Apartment is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Owners/Promoters 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 to view and examine the state and condition thereof.

xv. Till a conveyance of the said Project Land on which the building in which Apartment is situated or the Deeds of Apartment (as the case may be) is executed in favour of Apex Body or Federation, the Allottee shall permit the Owners/Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter

into and upon the said Project Land or any part thereof to view and examine the state and condition thereof.

xvi. The Owners/Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Owners/Promoters for these unsold units shall pay to the Condominium of Apartment Holders/Association of the Allottees /Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.

20. The Allottee/s hereby irrevocably consent/s and authorize/s the Owners/Promoters to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Owners/Promoters in this regard shall be binding on the Allottee/s. The Owners/Promoters may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Owners/Promoters on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

21. The Owners/Promoters shall maintain a separate account in respect of sums received by the Owners/Promoters from the Allottee 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.

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

**23. OWNERS/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :**

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

**24. COST OF PROVISION OF WATER TO THE SAID BUILDING:**

The said project Land has been recently merged within the limits of the Pune Municipal Corporation (PMC) and consequentially the area is not fully developed with all infrastructure and also there is natural /seasonal shortfall of water supply to such areas and, in the circumstances, The Owners/Promoters have in fact paid to the sanctioning authority the necessary development charges applicable for development of such infrastructure and the authorities are making the effort to improve the infrastructure. However, until such time as such water connections are provided by the local /sanctioning authority and the same become operational and until such time as the water supply through such connections is adequate for the needs of the Allottees/ occupants of Shops / Commercial Premises / Apartments in the said Project, the Owners/Promoters propose/may be required to procure water for the requirement of the holders/ occupants of Apartments/ Units in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Shops / Commercial Premises / Apartments in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other Shops / Commercial Premises / Apartments in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Owners/Promoters shall defray the costs of making provision for water.

## **25. CLUB HOUSE :**

The Owners/Promoters plan to construct a club house on a pre designated area on the said Project Land. The under mentioned terms and conditions are essential terms and conditions on the basis of which the Allottee/s has/have agreed to purchase from the Owners/Promoters the said unit under and in pursuance of this agreement.

- 25.1. The Owners/Promoters shall be entitled to retain with themselves or to transfer the title/possession/use of the said club-house (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Owners/Promoters may from time to time decide.
- 25.2. Access to and the facility for the use of such club house and the appurtenant land shall be regulated by the Owners/Promoters and/or their successors-in-title but on condition that such access and facility will be available only to the Allottees in the building/s and other premises in the layout and to the Allottees in the building/s which may be developed by the Builders and/or associate concerns of the Owners/Promoters.
- 25.3. The facility to the members for use of the Club House shall be subject to the Rules and Regulations as may be framed by the Owners/Promoters and the Allottee/s shall abide by the same.
- 25.4. Notwithstanding anything to the contrary written hereinabove the facility to the members for use of the Club House shall be restricted to the Allottees of the residential apartment/unit only. The Allottee/s of the commercial unit duly confirms that

he/she/they have been duly intimated of the above restrictive user of the Club House and the said Allottee/s declare/s and undertake/s that he/she/they shall not raise any claim thereto or thereupon.

**26. BINDING EFFECT :**

Forwarding this Agreement to the Allottee/s by the Owners/Promoters do not create a binding obligation on the part of the Owners/Promoters or the Allottee/s until, firstly, the Allottee/s sign/s and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Owners/Promoters. If the Allottee(s) fails to execute and deliver to the Owners/Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owners/Promoters, then the Owners/Promoters shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**27. ENTIRE AGREEMENT :**

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

**28. RIGHT TO AMEND :**

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

**29. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES :**

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

**30. 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.

**31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT :**

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

**32. 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.

**33. PLACE OF EXECUTION :**

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

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

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

MR. ....  
.....  
.....  
.....

Notified Email ID : .....@gmail.com

M/s Malkani Properties  
Office No-6-10, “Buena Vista”,

Near Datt Mandir Chok,  
Viman Nagar, Pune-411014.

Notified Email ID: [sales@malkanigroup.com](mailto:sales@malkanigroup.com)

It shall be the duty of the Allottee and the Owners/Promoters 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 Owners/Promoters or the Allottee/s, as the case may be.

**36. JOINT ALLOTTEES :**

That in case there are Joint Allottees all communications shall be sent by the Owners/Promoters 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 Allottees.

**37. GOVERNING LAW :**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website ) Rules 2017, respectively as applicable.

**38.** The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Apartment/ Commercial Unit/ Shop/ Office as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set of/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

**39. STAMP DUTY:**

- 39.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.
- 39.2 Stamp duty amounting to Rs. ....../- is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

**THE SCHEDULE IA ABOVE REFERRED TO :**

**ALL THAT PIECE AND PARCEL OF LAND** bearing S. No. 33/3A/2 (Old S. No. 33/3A/1/2), area admeasuring 00 Hectare 83 Ares

(including 01 Are Potkharaba), situated at Village, Mundhwa (Keshavnagar), within the limits of Grampanchayat, Taluka Pune City, District Pune and bounded as under:-

ON OR TOWARDS THE :

- NORTH : Property owned by Dharma Dagdu Lonkar
- SOUTH : Property owned by Mr. Jagannath Lonkar
- EAST : Road
- WEST : Property owned by Murlidhar Pandurang Lonkar

**THE SCHEDULE IB ABOVE REFERRED TO :**

**ALL THAT PIECE AND PARCEL OF THE LAND** being an area admeasuring 6257.63 sq. mtrs. out of S. No. 33/3A/2 (Old S. No. 33/3A/1/2), totally admeasuring 00 Hectare 83 Ares (including 01 Are Potkharaba), situated at Village, Mundhwa (Keshavnagar), within the limits of Grampanchayat, Taluka Pune City, District Pune.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

Description of common/limited areas and facilities:

- 1) Gate is located towards the South- East corner.
- 2) Underground Tank is placed towards the East side.
- 3) Stilt Parking is located under stilts of the each building.
- 4) Open parking is located toward the East/west/North/South side along the compound wall.
- 5) Entrance lobby is situated under the stilts having entry from South side.
- 6) Overhead water tank is situated above the staircase.
- 7) Vermi-compost pits are located toward the North Side.
- 8) Security Cabin is placed toward the South- East corner.
- 9) Club House, garden and Children’s play area is located towards the North- East Corner.
- 10) Genset is placed towards the East Side.
- 11) Lifts and Lifts well are near each staircase.
- 12) Staircases are situated on East and West side which are connected by a lobby and a passage on either side from which lobby leads to the entrance of the individual flats.
- 13) MSDCL room and Transformer are placed towards the East Side.
- 14) Common ducts situated at various places for ventilation, air circulation & Drainage.

**SCHEDULE ‘A’ –**

Apartment / Unit bearing No. A/B-... admeasuring ..... sq.mtrs. carpet area subject to variation on account of internal plaster and finishing on the ..... Floor, in the A/B-Wing, alongwith adjoining balconies admeasuring .... sq.mtrs and eyelevel / appurtenant terrace admeasuring ..... sq.mtrs. in the building known as “Bon Vivant” situate on the land described in Schedule IA and Schedule IB hereinabove and bounded as under:-

ON OR TOWARDS THE :

- NORTH : .....
- SOUTH : .....

EAST : .....  
WEST : .....

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, signing as such on the day first above written.

SIGNED SEALED AND DELIVERED  
by the abovenamed OWNERS/PROMOTERS

Mr. Haren S. Malkani

OWNERS/PROMOTERS

SIGNED SEALED AND DELIVERED  
by the abovenamed ALLOTTEE/S

1. ....

2. ....

ALLOTTEE/S

WITNESSES :

1.

2.