

AGREEMENT OF SALE

This AGREEMENT OF SALE is executed here at Pune, on this _____ day of _____ month of the year _____,

BETWEEN

M/S. VTB REALITIES (PAN AXQPB 4901 L), A Proprietary firm having its address at: Borhadewadi, Haveli, Mulshi, Pune Through its Proprietor:

MR. TANOJ DIGAMBAR BORATE,

Age: 34 Years, Occ: Business,

Office/At: Borhadewadi, Haveli, Mulshi, Pune.

Hereinafter called as the “BUILDER/PROMOTER”, which expression shall, unless repugnant to the context or meaning thereof, mean and include the promoter, his heirs, successors, survivors, executors, administrators and assigns;...PARTY OF THE ONE PART

AND

1. Mrs. _____

Age: ____ years; Occupation: _____

PAN NO: _____

Email ID: _____.

2. Mr. _____

Age: _____ years; Occupation: _____

PAN No: _____

Email ID: _____

Both R/At: _____

Hereinafter called as the “ALLOTEE/S”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its plural (if any) and his/ her/ their respective heirs, successors, survivors, executors, administrators and assigns;.... PARTY OF THE OTHER PART

WHEREAS,

The Promoter is entitled, as the owner to the various pieces of land situated at village Borhadewadi of Taluka Haveli, District Pune, within the limits of the Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, Pune more particularly described in SCHEDULE-1 given hereto (hereinafter collectively referred to as the said “SAID ENTIRE LAND”), under the instruments as mentioned below,

Gat No. and Purchased Area	Particulars		
	Type of document	Reg. no and date	Office of Sub-Registrar
Gat No. 238 Area 00 H. 8.50 R	Sale Deed	13805/2020 19.12.2020	Office of Sub-Registrar Haveli - 14
Gat No. 242 Area 00 H. 3.74 R	Sale Deed	3342/2021 23.02.2021	Office of Sub-Registrar Haveli - 14
Gat No. 240 Area 00 H. 11.266R	Sale Deed	12386/2020 03.10.2020	Office of Sub-Registrar Haveli –23
Gat No. 240 Area 00 H. 33.80 R	Sale Deed	3346/2021 24.02.2021	Office of Sub-Registrar Haveli – 14

AND WHEREAS the Promoter is entitled, as the owner of the said entire land and entitled to construct building/s on the Entire Land in accordance with the recitals hereinabove;

AND WHEREAS Pimpri Chinchwad Municipal Corporation, (PCMC), presently approved and sanctioned the plans for amalgamation, the building layout and the plans for construction of the building on the part of the said Entire Land, vide the following commencement certificate (subject to revision thereof from time to time).

Gat No. And Area Under Project	Commencement Certificate No.	Date
Gat No. 238 Area 00 H. 8.50 R (Out of which area admeasuring 00 H. 5.03 R handed over to PCMC from and out of Gat No.238) hence the land area 00 H. 3.47 Are remained with promoter for development.	B.P./Borhadewadi/31/2024	24/04/2024
Gat No. 242 Area 00 H. 3.74 R		
00 H. 3.96 R out of purchased Area 00 H. 11.266 R from Gat No. 240		
Gat No. 240 Area 00 H. 33.80 R		

Out of the said Entire Land which is more particularly described in **SCHEDULE - 2** given hereto (hereinafter collectively referred to as the said “**SAID PROJECT LAND**”), under the instruments as mentioned above,

AND WHEREAS the Collector of Pune, vide its Order No. , dated, passed under section of the Maharashtra Land Revenue Code,1966, presently permitted Non-Agricultural use of the Land bearing Survey no. 42/2,42/3 and 42/4 part.

AND WHEREAS the Promoter is in possession of the Project Land;

AND WHEREAS the Promoter herein decided to develop the Project “**VTB CROWN**” hereto (hereinafter referred to as the said “**PROJECT**”)consisting of Buildings containing Residential Flats/ Commercial Units/ Premises together with the incidental Structures and Common Areas and Facilities thereto on the said the said Project Land in Various phases/stages;

AND WHEREAS the Promoter registered a **Phase** of the said project called as “**VTB CROWN**” consisting of A Building having Two Wings i.e. Wing - A and Wing - B with the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made thereunder under Bearing Registration No. Dated/2024;

AND WHEREAS the Promoter has proposed to construct Project namely “**VTB CROWN**” on the part of the Project Land (Hereinafter referred to as Said Project) consisting of A Building having Two Wings i.e. Wing - A and Wing - B with as per the following manner:

Wing No.	Type	Particulars
WING – A	Residential	G+PODIUM + 13 FLOORS
WING – B	Residential	G+PODIUM + 13 FLOORS

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect **MRS. KEYSTONE ARCHITECTS (MR. SHRINIWAS PANDIT)** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____; authenticated copy is attached in Annexure ‘ _____’;

AND WHEREAS the Promoter has appointed a structural Engineer **MATRIX ENGINEERS (SACHIN YADHAV)** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Unit in the building/s to be / being constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the said Unit to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **MRS. KEYSTONE ARCHITECTS** (Shriniwas Pandit 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 Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

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 Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of **UNIT** of the said Project more particularly described in **SCHEDULE – 3** being constructed by the Promoter on a project Land;

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

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS the copies of the certificate of title issued by the Advocate is at Annexure –I, Extract of 7/12 is at Annexure–II Commencement certificate is at Annexure –III, the concerned extract of the floor plans is at Annexure –IV, Specifications and amenities is at Annexure- V, Registration Certificate with RERA Authority is at Annexure- VI, the Copy of Non Agriculture use of the said land is at Annexure-VII, the copy of sanctioned layout plan Annexure VIII attached herewith with this agreement.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Unit) And the garage/covered parking (if applicable)

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

1. The Promoter shall construct the said Project in following manner:

Wing No.	Type	Particulars
Wing - A	Residential	G+ Podium + 13 FLOORS
Wing – B	Residential	G+ Podium + 13 FLOORS

On the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee UNIT No. _____ more particularly described in **SCHEDULE – 3** (hereinafter referred to as "the UNIT/APARTMENT") as shown in the Floor plan thereof hereto annexed and marked as **Annexure IV** for the lump sum consideration of Rs. _____/- (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent. ~~The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to allot to the Allottee an open car parking space without consideration bearing No. _____ admeasuring _____ Sq.Ft. having _____ ft. length x _____ ft. breadth. " situated at _____ stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-.~~

1(b) The Allottee hereby pays to the promoter the purchase price of the said Unit, as detailed herein under.

(PAYMENT SCHEDULE)

State of Construction & Percentage	%	Amount in Rs.
Advance given at the time of booking	10%	Rs. _____/-
At the time of execution of Agreement	10%	Rs. _____/-
At the time of plinth completion	10%	Rs. _____/-
At the time of podium completion	10%	Rs. _____/-
At the time of completion of 1st slab	10%	Rs. _____/-
At the time of completion of 3rd slab	5%	Rs. _____/-
At the time of completion of 5th slab	5%	Rs. _____/-
At the time of completion of 7th slab	5%	Rs. _____/-
At the time of completion of 9th slab	5%	Rs. _____/-
At the time of completion of 11th slab	5%	Rs. _____/-
At the time of completion of 13th slab	5%	Rs. _____/-
At the time of completion of Internal plaster	5%	Rs. _____/-
At the time of completion of flooring, doors and windows ,Sanitary Fittings, Staircases, Lift wells, Floor lobbies	5%	Rs. _____/-
At the time of completion of external Plumbing, External Plaster, top terrace water proofing	5%	Rs. _____/-
At the time of possession or on receipt of occupation certificate whichever is earlier	5%	Rs. _____/-
Total	(100)%	Rs. _____/-

~~Out of the said purchase price, the Allottee/s partly paid an amount of Rs. _____/- (Rupees _____ Only) out of the said consideration to the promoter. The payment and receipt whereof are hereby admitted and acknowledged by the promoter.~~

~~The payment has to be made by A/c. payee Cheque /DD in the name of~~
~~" A/c No. " having~~

The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____.) And shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Unit.

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1(g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Unit to the Allottee and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above in **“Payment Plan”**.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 4903.99 Sq. Mtrs.. After handing over the Amenity Space plot of 503.39 Sq.Mtrs the promoter got the FSI of 999.54 Sq. Mtrs. The total permissible/proposed FSI (inclusive of TDR/Paid & Ancillary FSI) will be available of 14887.65 Sq.Mtrs. Out of the total permissible/proposed FSI the Promoter has planned to utilize Floor Space Index of 3575.95 Sq.Mtrs for the first sanction of building Nos. (A & B) being constructed in Phase-I. The Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the basic FSI and paid FSI.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Unit to the Allottee, the Promoter agrees 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 Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail 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 fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) Within A Period Of Thirty Days Of The Termination, The Instalments Of Sale Consideration Of The Unit which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Unit as are set out in Specifications.

6. The Promoter shall give possession of the said Unit to the Allottee on or before **23rd day of March 2028**. If the Promoter fails or neglects to give possession of the said Unit to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Unit with interest at the same rate as may mentioned in the **clause 4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of **UNIT** on the aforesaid date, if the completion of building in which the **UNIT** is to be situated is delayed on account of –

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

7.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Unit, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottee shall not be entitled to claim possession, allotment and transfer of the said Unit until the Allottee has paid the entire dues under these presents unto the Promoter. So also, the Allottee shall not be entitled to sell, assign, transfer and convey his/her/their rights under these presents in any manner whatsoever till he/she/they has/have paid entire consideration under these presents to the Promoter

If the Allottee fails to take the possession of the said Unit within the stipulated time then the Allottee/s is/are liable to pay lumpsum amount of amount of Rs.3000/- per month towards internal Unit maintenance charges from the date of the intimation of completion of construction of the said

Unit till the date of receipt of actual possession of the said Unit. The Promoter will hand over the possession of the said Unit only when the said amount is recovered by the Promoter from the Allottee

7.2 The Allottee shall take possession of the Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Unit is ready for use and occupancy:

7.3 Failure of Allottee to take Possession of Unit: Upon receiving a written intimation from the Promoter, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 4.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Unit To the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Unit Or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

8. The Allottee shall use the Unit or any part thereof or permit the same to be used only for purpose of for which it is sanctioned. He/She/It shall use the garage or parking space only for purpose of keeping or parking vehicle (if allotted).

9. The Allottee along with other allottee(s) of Unit In the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter 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 registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the 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.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Unit is situated.

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

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

10. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional **lumpsum contribution of Rs. _____ /- +GST for initial _____ months** towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the 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 Promoter to the Society or the Limited Company, as the case may be.

11.

a) The amount of the maintenance can be changed for maintaining the amenities, common areas etc. whenever found necessary to do so. Irrespective of the Allottee not taking possession of the said Unit within the stipulated time called upon by the Promoter, the Allottee/s shall be liable to pay the routine maintenance and other maintenance deposit amount from the date of the intimation of completion of construction of the said Unit.

b) The said amount shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter only for common maintenance of the buildings being constructed on the said Land. If the said amount is insufficient to meet the common maintenance expenses (as mentioned below), the Allottee/s hereby agrees to pay such additional amount within 7 days towards additional maintenance as and when demanded by the Promoter. The Allottee/s agrees to pay the maintenance amount till actual handover of the maintenance work to the proposed society. The Allottee/s agrees to pay/reimburse the differential maintenance amount in the event Promoter pays the differential amount and maintain the society.

c) The promoter shall apply for water connection to the concerned authority/body as per its norms, and it shall not be the responsibility of the Promoter, in case delay on part of the concerned authority/body to issue water connection or water supply or inadequate water supply. In such a case water shall be purchased by the tankers from the maintenance funds deposit. Even though

the Promoter has to provide NOC to the concerned authority as per norms in that case also Promoter shall not responsible to pay charges towards water arrangement.

d) The Allottee/s shall maintain at his/ her own cost the said Unit, facades, fittings, pipes, fittings, pipes, elevation, water supply connections or any of the erections in the bathroom as this may result in seepage of water and / or affect the strength of the structure.so also exclusive rights relating to landscaped open space and other exclusive area/s and/or facility/ties, sold and granted specifically, if any. If any of such works are carried out without the written consent of the Promoter / Developer, the Allottee/s shall not be entitled to the warrantee regarding the defect liability as mentioned hereinabove and the alleged defect liability of the Developer shall automatically stand extinguished.

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

f) If any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ sales tax/ transfer tax/ turnover tax/ works contract tax/ service tax/ value added tax/GST, penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Land or the said Unit or the said agreement or the transaction herein, shall exclusively be borne and paid by the Allottee/s. If however, the Promoter is constrained to pay such amount, Allottee/s shall reimburse it to the Promoter together with interest @ 18% thereon to the Promoter. There shall always be a charge of such amount on the said Unit.

g) The Allottee/s hereby, indemnifies the Promoter and the Unit purchase organization from all such levies, cost and consequences arising there from at any point of time. In the event of the Promoter being constrained to pay any goods and service tax or any such levy referred to above, the Allottee/s shall reimburse the same to the Promoter immediately. The Promoter shall be entitled to claim interest @ 18% on such amount from the Allottee/s, if the Allottee/s fails to reimburse the same to the Promoter immediately. There shall be a charge of such amount on the said Unit till its receipt by the Promoter.

h) The Allottee/s shall on demand, deposit with the Promoters his/her/their proportionate share towards the deposits and other miscellaneous expenses for installation of gas meter and/or for any other deposit / expenses to be paid by the Promoters to the Local Authority or Body concerned, including the MNGL or any other energy/gas company and/or Corporation/ PMRDA and It is clarified to Allottee/s that whenever the product regarding insurance of project and insurance of title will be available in the market or with the banks or with the financial institutions then in that circumstances the proportionate share towards the said insurance cost will be borne by the Allottee/s.

12. 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 Promoter, the Allottee's' share of stamp duty and registration charges payable, by the said 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 project land, the Allottee shall pay to the Promoter, 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 land to be executed in favor of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project;

v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said project land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i) To maintain the said Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- ii) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other

authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situated, including entrances of the building in which the said Unit is situated and in case any damage is caused to the building in which the said Unit is situated or the said Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii) To carry out at his own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Unit is situated or the said Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, sewers, drains and pipes in the said Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the project land and the building in which the said Unit is situated.
- vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said Unit is situated.
- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Allottee for any purposes other than for purpose for which it is sold.
- ix) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

- x) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Unit 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 Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit 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 said Unit.
- xi) Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii) Till a conveyance of the project land on which the building in which said Unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- xiii) The Allottee/s shall not, without the written permission of the Promoter/proposed society, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Unit or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Unit and any other money payable by the Allottee/s under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- xiv) It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to grant and allot right to exclusive use any open space for garden; under stilt or open in the marginal open space, to any said Unit owner in the project, and the such said Unit Allottee/s shall be entitled for exclusive use thereof. The Allottee/s hereby irrevocably granted and shall be deemed always to have granted his/ her consent for the same.
- xv) All payments agreed to herein and otherwise required to be made by the Allottee/s otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the Allottee/s.

xvi) It is hereby agreed that the Promoters shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted said Unit. The Promoters will be liable to bear the Municipal Assessment, if any, payable and that too only if the PCMC refuses to grant the benefit of non-occupancy in respect of such unsold said Unit, but nothing else, till all such unsold un-allotted said Unit in the said buildings are sold and disposed off/allotted by the Promoters and the Allottee/s thereof is/are put in possession thereof. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Allottee/s by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by this Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

xvii) The Allottee/s hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Allottee/s and the Allottee/s has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper, without any prior notice/intimation in any form to the Allottee/s.

xviii) Before taking possession of the said Premises, the Allottee/s will be liable to inspect the said premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Allottee/s will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said premises.

xix) The Promoter herein has made full and true disclosures to the Allottee/s as to the title of the Promoter in respect of the said Land, construction of the building on the said Land, consumption of basic FSI and additional FSI by way of TDR and payment or otherwise (if any), sanctioned plans for construction of the building on the said Land and such other matter relating thereto.

xx) As required by the Allottee/s the Promoter herein has supplied all information to the Allottee/s herein and he/ she is acquainted himself/ herself with all the facts as to the marketable title of the Promoter to the said Land, and the rights of the Promoter to develop the said Land, and after satisfaction and acceptance of title has entered into this agreement.

xxi) The Promoters in its sole discretion shall be entitled to provide and grant a right of way over the said project land or any part thereof for the beneficial enjoyment of any other adjoining property or properties and the Allottee hereby give his/her/their irrevocable consent for the same and agree and undertake that he/she/they shall not at any time raise any objection and/or obstruction thereto.

xxii) The Promoter herein has specifically informed to the Allottee/s and the Allottee/s herein is also well aware that the Promoter herein is developing the scheme on the said Land, with an intention to have the homogeneity in the scheme as to landscaping, height, façade, elevation of the buildings, outer colour scheme, terrace, windows, grills et cetera. The Allottee/s or any owner or occupier of the tenement/s in the building/s or scheme shall not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/s also shall not obstruct by act and/or omission any outlet of rain or drain or water or sewage in any manner.

xxiii) The Allottee/s are aware of the construction of the said Unit type. The Allottee/s shall not make any structural changes or alteration or modification or cutting or chasing or core in any reinforced concrete structural member for any purpose in the said Unit and shall not alter or remove any RCC structure of said Unit, and the building in which the same is situated. Similarly, the Allottee/s shall not change or alter or modify or remove elevation of the building. No changes in concealed electrical and plumbing work shall be done by the Allottee/s herein.

xxiv) Any such changes made in the said Unit shall be the sole responsibility of the Allottee/s himself and the promoter shall be nowhere liable for any such changes done by the Allottee/s.

xxv) The Allottee/s agreed to put all outdoor AC of the said Unit only on a service platform provided in toilets shaft by promoter.

xxvi) The Allottee/s herein declares that in the project, the Promoter herein are providing advance technology/ amenities/ material/ plant and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety.

xxvii) If any of such works, modifications, alterations or rectifications are carried out without the written consent of the Promoters /Developer, the Allottee/s shall not be entitled to the warrantee regarding the defect liability and the alleged defect liability of the Promoters /Developer shall automatically stand extinguished.

xxviii) The Promoter has a right to and shall install at appropriate place at its discretion, a signage of the project name "**VTB CROWN**." along with the company's or brand name as per its own choice and at suitable place in the entrance of the building the names of the said Unit owners.

xxix) It is hereby expressly agreed that the Promoters shall be entitled to sell all other premises in the said Buildings as also in the other structures that may hereafter be constructed on the said project land for any user as may be permitted by the PCMC or other concerned authorities and the Allottee/s thereof shall be entitled to use the said Premises agreed to be

purchased by him/her/them accordingly. The Allottee/s shall not object to the user of the other premises in the said Buildings or in any other structure on the said project land for the aforesaid purposes by the respective Allottee/s thereof.

xxx) Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Allottee/s hereunder granted in respect of the said Premises, the Promoters shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their right, title or interest in the said project land and the said building/s and structure/s thereon at their sole discretion. The Allottee/s shall not interfere with the said rights of Promoters in any manner whatsoever. The Promoters shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said project land.

xxxi) The Promoters shall be entitled to construct additional structures like fitness center, Electric Sub-station/s, office/s for Society, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s toilet said Unit for staff and domestic servants, septic tank/s soak pits, rainwater harvesting system etc. on the said project land. Subject however, to the permissions and sanctions for the same being granted by the PCMC. The Allottee/s hereby gives irrevocable consent and no objection to the Promoters for carrying out all the said constructions on the said project land. All such additional constructions shall be carried out by the Promoters in accordance with and in conformity with the building plans as may be approved by the PCMC from time to time.

xxxii) Notwithstanding anything contained anywhere in this agreement, the Allottee/s shall not:

- make any holes/ cuts/ breakages/ chiseling or any other damage of whatsoever nature to structural walls, columns, beams, slabs etc. that will in any way affect the structural stability and integrity of the building,
- make any change in the external color scheme of the building/ wing in which the said Unit is located,
- extend the said Unit or make any external attachments to the walls of the said Unit like enclosing grills, clothes drying lines, stands for potted plants, outdoor said Unit of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the Unit.,
- cover, fully or partially, any terrace or other projection with any structure,
- use common passages staircases and lobbies and other such spaces for storage or reposition of any goods or garbage of any kind or to keep potted plants of any sort, or whatsoever other items that may in any way hamper or otherwise reduce the usability of these spaces in any manner,
- obstruct in any manner by any act or omission, sewer, drains, pipes, passages and common area prohibiting or blocking common use and access thereto,
- raise any wall, window, grill or shutter or enclosure of any nature whatsoever, in or relating to the parking space allotted,
- use or permit any user of the parking space other than parking of the vehicles,

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of 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.

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

17. MORTGAGE OR CHARGE:

a) The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said Land, for which the Promoter shall be entitled to create security either by way of mortgage or otherwise, on the said Land in favor of such bank/s and/or financial institute and/or person for the loan.

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

c) In the event of the Promoter availing such loan, the Promoter shall not be bound to send written intimation about availing of any such loan to the Allottee/s.

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

18. BINDING EFFECT

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

19. 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 **Unit**, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

22. 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.

23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

24. 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.

25. PLACE OF EXECUTION

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

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

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

Purchaser's/allottees's details

_____ Name of Allottee

_____ (Allottee's Address)

Notified Email ID: _____

Promoter's details

M/s VTB Realities

Borhadewadi, Haveli, Pune

Notified Email ID: _____

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

28. JOINT ALLOTTEES

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

29. STAMP DUTY AND REGISTRATION: - The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

31. GOVERNING LAW

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

32. MISCELLANEOUS:

- a) The agreed consideration of the present transaction is Rs. _____/-The Government cost of the said **Unit** comes Rs. _____/- as per Ready Recknor. The Allottee/s has paid Stamp Duty of Rs. _____/- along with Registration Charges of Rs. _____/- on the said Agreement.
- b) Except otherwise provided herein, or the next context otherwise requires, this agreement shall always be subject to the provisions of the real estate regulation Act, 2016.

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SCHEDULE – 1

(Description of the said **ENTIRELAND** above referred to)

All those pieces of land, bearing

Gat No.	Area
Gat No. 238	Area 00 H. 8.50 R out of the total area 00 H. 74 R
Gat No. 242	Area 00 H. 3.74 R out of the total 00 H. 75 R
Gat No. 240	Area 00 H. 11.266 R out of the total area01 H. 69 R
Gat No. 240	Area 00 H. 33.80 R out of the total area 01 H. 69 R

Thus, aggregating to “Hectare 0.57.306 Are” i.e.5730.60 Sq.Mtrs. situated at village Borhadewadi, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration District Taluka Haveli and within limits of Pimpri Chinchwad Municipal Corporation and which are collectively bounded by as under:

East : Gat No. 240 (Part)

South : Gat No. 240 (Part)

West : Gat No. 231

North : Gat No. 238 (Part)

SCHEDULE – 2

(Description of the said **PROJECT LAND** above referred to)

All those pieces of land, bearing

Gat No.	Area
Gat No. 238	Area 00 H. 8.50 R out of the total area 00 H. 74 R
Gat No. 242	Area 00 H. 3.74 R out of the total 00 H. 75 R
Gat No. 240	00 H. 3.96 R out of the land area 00 H. 11.266 R out of the total area01 H. 69 R
Gat No. 240	Area 00 H. 33.80 R out of the total area 01 H. 69 R

Thus, aggregating to “Hectare 0.50.00 Are” i.e. 5000.00 sq.mtrs out of the said entire land described in the Schedule – 1 written herein above situated at village Borhadewadi, Taluka Haveli, District Pune, within the limits of Registration District of Pune, Sub-Registration District Taluka Haveli and within limits of PimpriChinchwad Municipal Corporation and which are collectively bounded by as under:

- East : Gat No.240 (Part)
- South : Gat No.240 (Part)
- West : Gat No.231
- North : Gat No.238 (Part)

SCHEDULE - 3
(Description of the said “UNIT”)

All that;

Unit No.	
Area	(sq.mt.) carpet area
Floor	_____th
Open Balcony area	(_____sq.mt.)
Building Name	
Project Name/Phase No.	
Allotted Parking Space	TOGETHER WITH the exclusive right of user of the car parking space/s as mentioned below:- ONE Covered Car Parking Space bearing No. _____admeasuring_____ sq.mtrs. i.e. equivalent to _____Sq.Ft. having _____Sq.Ft. length x _____Sq. Ft. breadth x _____Sq. Ft. vertical clearance” OR One Stack/Mechanized Car Parking Space (to accommodate 2 Cars) bearing No. _____admeasuring_____Sq.Mtrs. I.e. equivalent to _____ Sq.Ft. Having Sq.Ft. length x _____Sq.Ft. breadth x _____Sq. Ft. vertical clearance,

Being constructed on the land more particularly described in the "SCHEDULE – 2” written hereinabove.

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SPECIFICATIONS AND COMMON AMENITIES	
Please note that marble and granite are natural stone materials containing veins in totality difference. There will be colour and marking caused by the complex mineral composition and incorporated impurities in it. While such material can be pre-selected before installation, this non-conformity cannot be totally avoided. Granite tiles are pre-polished before laying and care has been taken for their installation. Hence some differences can be felt at the joint.	
Where warranties are given by the manufacturers and/or contractors and/or suppliers for any of the equipment and/or appliances installed by the promoter in the unit or building, the promoter will assign such warranties at the time of possession to the purchaser and thereafter the promoter shall not be answerable for failure of these manufacturers, contractors or suppliers to honour any warranty.	
SPECIFICATIONS	
1) Earthquake resistant RCC Framed structure	
2) External/internal premium quality AAC(Siporex) Block work	
3) External double coat sand faced plaster.	
4) Gypsum finish to all internal wall & ceiling	
5) 600mm*600mm double charged vitrified tiles in all rooms and Anti-skid tiles in bathrooms and balcony	
6) Granite used in kitchen top.	
7) Ceramic tiles in kitchen wall/above kitchen platform up to 7' height	
8) Paint quality apex paint in exterior, Oil bond for internal wall.	
9) Decorative laminated in main door.	
10) Internal flush door with cylindrical lock.	
11) Windows three track powder coated aluminum sliding window with mosquito net with safety grill.	
12) Premium quality CP and sanitary also plumbing fittings.	
13) Designer tiles (300mm*450mm) tiles in wall up to lintel level.	
14) All electrical wiring is concealed with pvc fire rated insulation wires and branded modular switches.	
15) provision for DTH and Wifi connections in living room	
16) MS Railing for hall balcony and dry balcony	
17) MS Railing for staircase	
COMMON AMENITIES	
1) Sufficient light points and power outlets provided.	
2) All floor lobby in vitrified tiles (600mm*600mm).	
3) High speed lift of premium brand.	
4) provision of STP	
5) LED street lights for entire project	
6) Society office	
7) Solar water heater	
8) Rain water harvesting	
9) Generator backup for common area	
10) MS Railing for staircase	

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ANNEXURE ‘1’						
The facilities/amenities provided in the building and / or provided in the common areas and / or in the layout as the case may be, shall be specifically listed/mentioned in the Third Schedule at the model form of agreement provided at Annexure ‘A’ under Rule 10 of the Rules in the manner as enumerated hereunder						
THIRD SCHEDULE ABOVE REFERRED TO						
A)Description of the common areas provided:						
	Type of Common areas provided	Proposed Date of Occupancy Certificate	Proposed Date Of handover for use	Size /Area of the Common areas provided		
ii.	Open Space Area	20-03-2028	25.06.2028	Approx 176.63m2		
iii.	Club House	20-03-2028	25.06.2028	Approx 200m2		
iv.	Gajaboo	20-03-2028	25.06.2028	Approx 70m2		
B)Facilities/amenities provided/to be provided within the building including in the common area of the building:						
	Type of facilities /amenities provided	Phase name /number	Proposed date of Occupancy certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/amenities	FSI Utilized or free of FSI
i.	Entrance Lobby (Below Bldg)	PHASE 1	20-03-2028	25.06.2028	Approx 35.59m2	Free Of FSI
ii.	Toilet (Parking Area)		20-03-2028	25.06.2028	Approx 6.66m2	
iii.	Kids Play Area (Top Terrace)		20-03-2028	25.06.2028	Approx 33.60m2	
iv.	Seating Area (Top Terrace)		20-03-2028	25.06.2028	Approx 27m2	
v.	Stage(Top Terrace)		20-03-2028	25.06.2028	Approx 55.85	
vi.	Pathway/ Jogging (Top Terrace)		20-03-2028	25.06.2028	Approx 200m2	
vii.	Planter (Top Terrace)		20-03-2028	25.06.2028	Approx 45m2	
viii.	Open sky Terrace(Top Terrace)		20-03-2028	25.06.2028	Approx 752.55m2	
C)Facilities/amenities provided/to be provided within the Layout and/or common area of the Layout:						
	Type of facilities/amenities provided	Phase name	Proposed date of Occupancy certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities/amenities	Utilized or free of FSI
i.	Club House(Open Space Area)		20-03-2028	25.06.2028	Approx 200m2	Free Of FSI
ii.	Gajaboo(Open Space Area)		20-03-2028	25.06.2028	Approx 70m2	
iii.	Entrance Lobby(Below Bldg)		20-03-2028	25.06.2028	35.59m2	
iv.	Toilet(Parking Area)		20-03-2028	25.06.2028	Approx 6.66m2	
v.	Kids Play Area(Top Terrace)		20-03-2028	25.06.2028	Approx 33.60m2	
vi.	Seating Area(Top Terrace)		20-03-2028	25.06.2028	Approx 27m2	
vii.	Stage(Top Terrace)		20-03-2028	25.06.2028	Approx 55.85	
viii.	Pathway/Jogging (Top Terrace)		20-03-2028	25.06.2028	Approx 200m2	
ix.	Planter(Top Terrace)		20-03-2028	25.06.2028	Approx 45m2	
x.	Open sky Terrace (Top Terrace)		20-03-2028	25.06.2028	Approx 752.55m2	
xi.	Club House(Open Space Area)		20-03-2028	25.06.2028	Approx 200m2	
xii.	Gajaboo(Open Space Area)		20-03-2028	25.06.2028	Approx 70m2	
D) The size and the location of the facilities/amenities in form of open spaces (RG/PG etc.) provided/t o be provided with in the plot and/or within the layout.						
	Type of Open Spaces (RG/PG) to be provided	Phase name and number	Size of Open spaces to be provided	Proposed date of availability for use	Proposed Date of handing over to the Society/common organization	
i.	Club house/Gajaboo (Open space Area)	PHASE 1	446.63m2	20-03-2028	25.06.2028	
E)Details and specifications of the lifts:						
	Type Lift(passenger/service/stretchers/goods/fire evacuation/anyother	Total no. of Lifts provided	Number of passenger or carrying capacity in weight(kg)	Speed (mtr/sec)		
i.	Reputed Brand Passenger Lift(A and B bldg)	2	13 Passenger 884kg	1.25Mtr/sec		
ii.	Reputed Brand Fire Lift(A and B bldg)	2	10 Passenger 680kg	1.25Mtr/Sec		

In witness whereof, the parties hereto have signed and executed this Agreement to Sell on the date and at the place herein before first mentioned.

MR. TANOJ DIGAMBAR BORATE, (Duly Proprietor of M/S. VTB REALITIES; the Promoter)	
Photograph	LHTI and signature
(the Allotte/s)	
Name of the Allotte/s 1. _____ 2. _____	
Photograph/s	LHTI and signature
Photograph/s	LHTI and signature
Witness 1	Witness 2

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ANNEXTURE - I

**DhanrajChavan,
Advocate**

Date: 19.07.2024

CERTIFICATE OF TITLE

I Have Caused Search To Have Been Taken Relating To, And Investigated The Title Of The Promoter To The Said Land (Described In SCHEDULE- 1 Above) By Perusing Relevant Documents Relating Thereto, And Furnished Title Report Dated 19.07.2024.

As Stated In the Said Title Report and Additional Title Report, I Am Of the Opinion That

- (a) The Promoter Is The Owner Of The Respective Pieces Of Land As Enumerated In The Said Title Report And Also In The Table Given In The Recital Above,
- (b) The Said Land Is Free And Marketable,
- (c) The Promoter Is Entitled To Develop The Said Land By Constructing A Building/S Thereon, Comprising Of Independent Units For Residence And Commerce, And To Enter Into This Agreement To Sell With The Intending Purchaser.

Sd/-

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