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|| SHREE GAJANANA PRASANNA ||

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS --DAY OF ----
IN THE YEAR 2017

BETWEEN

YOGESH ENTERPRISES, A PROPRIETORSHIP FIRM

Having its Registered Office at:
Shop no. 12 shopping complex,
Gandharva nagari, Opp. Kendriya Vihar,
Pune Nasik Highway, Moshi, Pune - 412105
Through its Proprietor

MR. VINAYAK PANDHARINATH BHONGALE

Age: 57 Years Occupation: Business
R/at: Row House No.7 & 8, Radhanagri Housing Society,
Dighi Road, Bhosari, Pune-411039
PAN No: ABEPB 4335 N

----Hereinafter called as "THE OWNER / PROMOTER /"
(which expression shall unless it be repugnant to the context or meaning thereof be
deemed to mean and include their successor/s, survivors, legal representatives,
administrators, executors and assigns etc.)

.... THE PARTY OF THE FIRST PART.

AND

1) MR. -----
Age - ---- Years, Occupation -----,
I.T. PAN. -----
Add. : - -----
-----,

....Hereinafter referred to as "THE ALLOTTEE'S/ PURCHASER'S "
(Which expression shall unless it be repugnant to the context or meaning thereof be
deemed to mean and include its present directors, his / her / successor/s, survivors,
legal heirs, representatives, administrators, executors and assigns etc.)

.... THE PARTY OF THE SECOND PART

- A. **WHEREAS**, All that piece and parcel of the land bearing Gat no. **160**, (Old Gat no. 1280 at village Moshi) totally admeasuring an area of about **00 H. 96 R.** assessed at Rs. 06.19 Paise and Gat no. **161** (old Gat no. 1281 at village Moshi) totally admeasuring area about **02 H. 08 R.** assessed at Rs 13.75 Paise both the properties at Village "BORHADEWADI" Taluka Haveli, District Pune within the limits of PCMC and within the jurisdiction of Sub Registrar Haveli Pune and District Registrar Pune., both adjacent lands total admeasuring area **03 H. 04 R**, hereinafter collectively referred to as "**The Entire Layout**" which is more particularly described in the **Schedule – I** written hereunder, is owned by the promoter herein, out of which land of **11434.02** sq.mtrs as shown in the plan annexed, is hereinafter referred to as "**PROJECT II**" which is more particularly described in the **Schedule – II** written hereunder.
- B. **AND WHEREAS** by virtue of a Sale Deed dated 30/10/2010, registered in the office of Sub-registrar Haveli No. 14 at Sr. No. 9449/2010, Mr. Prakash Rangnath Jadhav & others through Power of Attorney holder Mr. Vinayak Pandarinath Bhongale have sold, transferred and conveyed all their rights, title and interest in the said Gat No. 161(Old Moshi Gat no. 1281) in favour of Mr. Vinayak Pandarinath Bhongale. By this sale deed, Mr. Vinayak Pandharinath Bhongale has become full & absolute owner of the said total land & has enjoying vacant & peaceful possession of the said property & his name recorded into 7/12 extract by mutation entry no. 4268 .
- C. **AND WHEREAS** That by virtue of a Sale Deed dated 04/02/2011, registered in the office of Sub-registrar Haveli No. 14 at Sr. No. 1480/2011, Mr. Bajirao Ganpat Borate (H.U.F.) & others through power of attorney holder Mr. Vinayak Pandharinath Bhongale have sold, transferred and conveyed all their rights, title and interest in the said Gat No. 160 (Old Moshi Gat no. 1280) in favour of Mr. Vinayak Pandarinath Bhongale. By this sale deed, Mr. Vinayak Pandharinath Bhongale has become full & absolute owner of the said total land & has enjoying vacant & peaceful possession of the said property & his name recorded into 7/12 extract by mutation entry no. 4333.
- D. **AND WHEREAS** That Pimpri Chinchwad Municipal Corporation acquired land admeasuring area 189 sq.mtrs out of gat no.160 & 356.25 sq.mtrs out of gat no.161 for road purpose. Accordingly the name of Pimpri Chinchwad Municipal Corporation was mutated to the 7/12 extract on receipt of letter dt.10/02/2012 of Mr.Vinayak Pandharinath Bhongale with possession Deed, Demarcation Map M.R.No.749/2009 & 747/2009, of the said property.
- E. And whereas Mr. Vinayak Pandharinath Bhongale Prop. M/s. Yogesh Enterprises the owner promoter, party of the first part, have availed the facility for term loan amount of Rs. 20,00,00,000/- (Twenty Crore) from Bajaj Finance Ltd – "Lender" having office at Mumbai Pune Road Akurdi, Pune – 25

- F. That pursuant of a rupee term loan agreement dated 16/02/2018 entered into amongst inter alia, the Borrower Mr. Vinayak Pandharinath Bhongale and the lender (The Facility Agreement) the Borrower has availed of a rupee facility from lender Bajaj Finance Ltd, having office at Mumbai Pune Road, Akurdi, Pune – 35 in accordance with the terms set out in the facility agreement(“The Facility”) for a loan amount of Rs. 20,00,00,000/- (Twenty Crore only)
- G. AND WHEREAS, Mr. Vinayak Pandharinath Bhongale have availed the facility and have repaid entire loan amount of Abhudaya Co-operative Bank Ltd., Bank Deccan, Pune and said Abhudaya Co-operative Bank Ltd. Had executed and registered Deed of redemption of Mortagage dated 12/02/2018 and said Abhudaya Co-operative Bank has released all claims on said loan.
- H. That Mr. Vinayak Pandharinath Bhongale has Mortagage property bearing Gat No. 160 and 161 of village Borhadewadi, Tal. Haveli, Dist. Pune along with unsold units in wing B, F and I by executing and registering Mortagaged dated 16/02/2018 bearing registration No. 1805/2018 Haveli No. 26, Dist. Pune

Except above mentioned Rupee Facility, there is no encumbrance on above mention property.

AND WHEREAS the promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS the Owner/Promoter is in possession of the project land.

AND WHEREAS SHRI. VINAYAK PANDHARINATH BHONGALE has commenced the development of the said land through a proprietary firm named and styled as "**YOGESH ENTERPRISES**".

AND WHEREAS the Promoter has proposed to construct on the “PROJECT II” consisting of 3(Three) buildings /wings having **parking plus 12 (Twelve) floors**.

AND WHEREAS the Allottee is offered an Apartment bearing number **203** on the **Second floor**, (herein after referred to as the said “Apartment”) in the **F** wing (herein after referred to as the said “Building”) being constructed in the **project II** of the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect viz. **Mr. Rahul Wedpathak** registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. Thereafter Owner/ Builder herein have entered into a standard agreement with an Architect viz. **Mr. Kiran Kale** registered with the council of Architects & such agreement is as per the Agreement prescribed by the council of Architects.

AND WHEREAS, AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in **Annexure 'E'**;

AND WHEREAS the Promoter has appointed **Mr. Deepak Nalawade & Asso.** as structural Engineer 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 the Promoter has sole and exclusive right to develop, construct and sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments 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 Messrs. Ingrain Architect 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 there under.

AND WHEREAS the authenticated copies of Certificate of Title issued by the Adv. M. A. Raut, authenticated copies of extract of Village Form VII and XII showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively.

That the Collector Pune by Order No. PMH/NA/SR/680/2012, dated 31/12/2012 granted permission to use the said property for Non-Agricultural Purpose.

AND WHEREAS, the promoter has obtained Environmental Clearance Certificate issued by Member Secretary, Environment Department & MS, SEIAA on 25/01/2016 under no. SEAC-III 2212/C.R.-82/TC-2.

AND WHEREAS the Promoter has got approved from Pimpri Chinchwad Municipal Corporation the layout and Building plans, specifications, elevations, section and detail of the building/s of the said land vide Commencement Certificate No. BP/ LAYOUT/ MOSHI/ BORHADEWADI/16/2012, DATED 31/05/2012. The promoter submitted the revised layout and building plan

which was approved and sanctioned by P.C.M.C. vide commencement certificate bearing no. BP/LAYOUT/ BORHADEWADI/ MOSHI/ 10/ 2013, DATED 08/03/2013. Thereafter the promoter submitted the revised layout and building plan which was approved and sanctioned by P.C.M.C. vide commencement certificate bearing no. BP/Moshi- Borhadewadi/71/ 2016, DATED 28/07/2016 & the authenticated copies of the plans of the Layout as approved by PCMC have been annexed hereto and marked as **Annexure C-1.**

Though the promoter herein has right to develop the said entire land, bearing gat no. 160 & 161, Mouje Borahadewadi, Tal-Haveli, Dist-Pune, admeasuring 03 H.04 R, the promoter has decided to carry out development in various projects and accordingly portion identified as said "Project II" admeasuring 11434.02 sq.mtrs. is only subject matter of this agreement and the same is more particularly described in **schedule II** hereunder written and plan annexed.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings on Project II and open spaces are proposed to be provided for on the entire land have been annexed hereto and marked as **Annexure C-2,**

AND WHEREAS the authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

AND WHEREAS the said sanctioned layout consists of 10 (Ten) Buildings containing Residential Flats & Commercial Units/Shops.

AND WHEREAS the promoter proposes to develop the said Land in "Phases" and each of which "Phases" shall be deemed to be a "Project" within the meaning of the said Act;

AND WHEREAS the said "Phases" or "Projects" to be implemented by the promoter on the said Land as part of the said sanctioned layout shall be as under;

Project I - Buildings/Wings – D, G, J

Project II - Buildings/Wings – B, F, I

Project III - Buildings/Wings – A, C, E, H & Commercial Units/ Shops

That project phase III may be modified/ amended at the time of registration with regulatory authority as per law and specifications of the building plan may modified and amended as when require.

The Owner/Builder herein have accordingly commenced the construction of the said building/s namely "**Gandharva Excellence Project II**" in accordance with the said plans.

The name of the project on entire land shall be 'GANDHARVA EXCELLENCE' and the name of the buildings on the said 'Project II' as per sanctioned layout, shall be B, F, I and for the sake of convenience this buildings will be called "**Gandharva Excellence Project II**". The name of clubhouse shall be **Gandharva Excellence Clubhouse**. All these names shall not be changed at any time. The name of the Common Association/ Apex Body/ Federation and buildings of other projects shall be decided by the Promoter.

The Allottee has before the execution of these presents independently scrutinized all the relevant documents with the help of his advocate and has completely satisfied themselves in respect of the rights and title of the promoter to the said property and the rights of the promoter to construct a building project thereon the same and due compliance by the promoter of the relevant provisions contained in the said Acts and Rules. The allottee have inspected and satisfied for layout and building plan.

AND WHEREAS the Promoter has got some of the approvals from the Pimpri Chinchwad Municipal Corporation 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 Pimpri Chinchwad Municipal Corporation 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/ Pimpri Chinchwad Municipal Corporation.

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 an Apartment No. ---- on ----- floor in **building/wing** ----- being constructed in the **project II** of the said Project, (Which is more particularly described in **Schedule III** hereunder written)

AND WHEREAS the carpet area of the said Apartment is ----- **square meters** and "**carpet area**" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive 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 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, prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs.-----/- (Rupees -----)** only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at---- no-----. ;

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

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 Apartment.

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

	is located.
5 %	On or before completion of the walls, internal plaster, External plaster, doors and Grills of windows of the said Apartment.
5 %	On or before completion of the external plumbing and flooring, elevation, terraces with waterproofing, sliding windows of the building or wing in which the said Apartment is located.
5 %	On or before completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
10 %	on completion of the lifts, 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 %	On or before handing over of the possession

The Allottee shall pay each installment as above in time is the essence of the agreement. The Allottee shall make all the payments to the Promoter by Demand Draft or by local (Pune) cheques only. No cash payments will be accepted. If the Allottee makes the payments by outstation cheques then the date of payments shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank.

If payment is to be made by electronic transfer then the same shall be made only after obtaining prior written consent of the Promoter for each payment. Also unless Promoter gives receipts of such electronic payment the same shall not be deemed as received.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Cess and GST 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 Apartment and conveyance deed.

The Allottee/s shall separately pay the amounts of taxes as demanded by the Promoter in addition to the consideration mentioned above. The said amounts of taxes shall be paid by the Allottee/s to the Promoter within 7 days

from the date of demand raised by the Promoter herein. It is made clear that the Allottee/s shall not be entitled to claim refund of any amount of taxes paid by him / her / them to the Promoter. It is also made clear that the rate of tax may vary as per government policy therefore the tax may vary from stage to stage or person to person or the consideration or the type of unit/tenement. The Allottee/s hereby indemnifies and keep indemnified the Promoter from all such levies, cost and consequences arising out of the said Agreement. In the event, the Promoter constrained or shall constrain to pay any such amount/s, the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter.

It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee/s.

Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law (as per the provisions of the Income Tax Act 1961) for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with the Annual Tax Credit Statement in form 26AS on the Income Tax Department site.

The Allottee shall submit the said certificate to the Promoter before taking the possession of the said apartment / unit or earlier when demanded by Promoter. The Allottee is well-aware and understands that this is his own sole responsibility and should do as aforesaid within the stipulated time.

- 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.

If the Promoter complete the construction before time, then the Allottee/s hereby agree/s and accept/s to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on

demand. No Early payment discount will be offered in such case where construction has been completed before agreed time.

- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 0.50 % per annum for the period by which the respective instalment has been preponed.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in **Clause 1(a)** of this Agreement.
- 1(h) 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 Pimpri Chinchwad Municipal Corporation at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the Pimpri Chinchwad Municipal Corporation occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 20084.24 square meters only and Promoter has planned to utilize Floor Space Index of 20084.24 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 20084.24 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 3.1 The apartment/unit Allottees hereby agree and irrevocably empower the Promoter as power of attorney holder of the apartment/unit Allottee to execute any document, letter etc. hereby permitting the Promoter to utilize balance or additional FSI of the said entire land and TDR, paid FSI, premium FSI, or FSI obtained in any form and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI and get the building plan sanctioned, to give consent for formation of society and deed of conveyance of building and rules and regulation of federation/Apex Body and to execute the conveyance thereof, to register the above documents, to and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest 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 instalments, 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 Apartment which may till then have been paid by the Allottee to the Promoter subject to following;

- a) If the allottee has taken loan from any bank, financial company, institute, etc. then in case of termination/cancellation of the apartment by promoter, the consent from the said bank , financial company, institute, etc. for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the promoter directly shall be paid by the promoter (without any interest or penalty thereon), to the bank, financial company, institute, etc directly. The allottee shall make aware of this clause to the financial company by separate letter.
- b) The promoter shall deduct the amount towards damages, administration charges, other expenses etc, equivalent to 10% of the sale amount, from and out of the amount so far then paid by the allottee to the promoter and the promoter shall be liable to repay only the balance amount(after deducting above amount) from the amount received by the promoter. In

this case reduction in price of the apartment will also be considered as damages/loss of the promoter in addition to other loss and expenses.

- c) In case of termination of this agreement for any reason, taxes such as Stamp Duty, Registration fee, LBC/LBT, Service tax, GST (CGST, SGST, IGST), VAT etc. already paid/ reimbursed or otherwise shall not be refunded by the promoter to the allottee.
- d) In case of the cancellation of the said apartment, the promoter shall not be responsible and not be liable for refund of stamp duty, Registration fee, LBC/LBT, Service tax, GST (CGST, SGST, IGST), or any charges paid to the government against this apartment. The allottee irrevocably agrees to the same.

Except the aforesaid amount, the allottee will have no right on the said apartment, nor will he/she/they claim any right on the same in future also and allottee hereby agrees for the same.

- 5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts to be provided by the Promoter in the said building and the Apartment as are set out in **ANNEXURE-E**
- 6. It is also understood and agreed by and between the parties hereto that part portion of the terrace space above the said building shall be common for the use of all the Allottees and the remaining part portion of the said terrace will be used for solar purpose etc.
- 7. The Promoter shall give possession of the Apartment to the Allottee **on or before 10th day of September 2019**. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the **clause 4.1** herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

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

- 7.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the Pimpri Chinchwad Municipal Corporation shall offer in writing to the Allottee intimating that, the said apartment is ready for use and occupation. The Allottee herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/total price and dues to the promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of provisions, formalities, documentation on part of the promoter. The Allottee agrees to pay the maintenance charges as determined by the promoter/association of allottee/s, as the case may be.
- 7.2 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.
- 7.3 Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoter as per clause **7.1**, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause **7.1** 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 Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however that the Allottee/s shall not carry out or caused to be carry out any alterations of the whatsoever nature in the said Apartment or in the said building, without written consent of the promoter even after execution of conveyance and with prior permission of society (if any), which shall include but not limit to column, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections

or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, in that event the defect liability automatically shall come to an end, if any damage is caused to any other Apartment or Building, the same shall be rectified by the said Allottee/s at his / her / their own cost and consequences arising out of the same.

That it shall be the responsibility of the Allottee/s to maintain his / her / their said Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his / her / their said Apartment are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacture warranty as shown by the Promoter to the Allottee/s ends before the defect liability period and such warranties are covered under the maintenance of the said building / unit and if the annual maintenance contract are not done / renewed by the Allottee/s the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranty given by the vendors / manufacturers that all equipment's fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable in proper working condition to continue warranty in both the apartments and the common project amenities wherever applicable.

That the Allottee/s has / have been made aware and that the Allottee/s expressly agrees that the regular wear and tear of the unit / building / phase includes minor hair line cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 Degree Celsius and which do not amount to structure defect and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to be surveyed by the Project Architect, who shall submit a report to state the defects in materials used, in the structure built of the unit / building and in the workmanship executed keeping in the mind the aforesaid agreed clauses of this Agreement.

- 7.5. After the possession of the apartment/premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the

Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

- 7.6. It is specifically agreed between the Parties hereto that even if before completion of the entire scheme or sale of all apartments/units, should the Association/ Society be registered/formed and or conveyance is executed, then for the unsold apartments the Promoter herein shall not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable or require to contribute towards the common expenses / outgoing / maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. Also the allottees of such apartments shall be liable to pay outgoing / maintenance from the date of allotment and delivery of possession.
- 7.7 The Purchaser/s is/are fully aware that, if applicable as per MHADA, the Developer may have to construct some units in the project for MHADA and the Occupants/Purchaser/s of the MHADA units shall be member of the Society formed by the Developer for the entire project. Also the Occupants/Purchaser/s of the MHADA units shall be entitled to use and enjoy all the common areas and amenities provided by the Developer. The Occupants/Purchaser/s of the MHADA units shall be liable to bear necessary maintenance charges along with the other Flat/Unit Purchaser/s.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
9. It is agreed that a separate Co-op Housing Society shall be formed for each residential buildings and Commercial Units/shops within three months from the date on which fifty one percent (51%) of the total number of allottees in such a residential building have booked their apartment. However, any delay towards affixing signature of Allottee's on such society formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. As far as conveyance of individual building is concerned, the plinth area below building shall convey to that respective society and common area, amenities, open space and utilities etc. shall be conveyed to the Federation of Society, as as per Real Estate Act 2016 and rules

made there under including notification if any issued by Competent Authority/Regulatory Authority as the case may be. The Promoters may decide the name of Society and the steps for the same being taken by the promoters, for this purpose he/she shall execute the application for registration and /or membership and other papers and documents necessary for the formation and registration of the Co-operative Housing Society, including the bye – laws of the proposed Co-operative Society as would be decided by the members of proposed Society & the promoter mutually and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Purchaser/s. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye – laws, as may be required by the competent authority/Owners /Promoters as the case may be. In the event the Promoters retain, purchase/get allotted any unit, space etc. in the scheme the Promoters and /or their nominees shall also become the member of such organization.

9.1 The Promoter hereby assures to convey the respective building structure to the respective society on or before a period of 3 (Three) months after occupancy certificate/completion certificate from Pimpri Chinchwad Municipal Corporation, subject to receipt of entire consideration and dues as per agreement from all allottees in the project of the land.

9.2 The Promoter further assures that the entire undivided land underneath all residential buildings jointly along with amenities, utilities and services will be conveyed to the federation within a period of 3 (Three) months upon obtaining full and final occupation certificate as per future potential layout as mentioned as **Annexure C1** from the local authority. The conveyance boundaries for the federation of residential buildings are as per layout annexed herewith as **SCHEDULE I**

If the Allottee/s and / or Society formed by the Allottees fail/s to get executed the deed of conveyance from the Promoter in respect of project land and the buildings standing thereon, within 15 days from receipt of intimation from the promoter to execute and registered conveyance, it shall not be presumed that the Promoter has violated the term and condition of this Agreement, along with the said Act and Rules made there under.

The Promoter shall be entitled to allot for benefit of the Allottees in the project, by way of lease or license any portion of the project land to any

government / semi-government / local authority / electricity department or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., fire brigade station/s etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

- 9.3 Though the open parking areas on common area of projects shall be common of the allottees or their organization, it is the necessity and requirement of the allottee/s that various open parking spaces be got, specific/ distributed/ selected for allotment of exclusive use on the basis of first come first serve, among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the promoter, on the request of the Allottees herein is keeping a register/record of such designations/ selections of parking's to be done by the Allottees among themselves which selections will be subject to rules and regulations of the association to be formed by them. The Allottee agrees to the same. The promoter has not taken any consideration for such selection. It is specifically agreed by the allottee herein that the above work is being done by the promoter ex-gratia on the request of the allottees and the same is not to be deemed as allotment by the promoter and that if for any reason it be held that such selection/ designation of open parking/s by the allottees of the apartment among themselves is not proper then the allottees (including allottee herein) shall be entitle to use entire parking area in common or as may be decided amongst them. In this arrangement of parking, those allottees that have covered parking shall not be allowed for such type of arrangement.

The Allottee have consented to this arrangement by which the earlier allottees have also selected the open parking. The allottees are also aware that the said open parking area is part of the common area in which all the allottees of the project shall have undivided share. Thus accordingly the allottee has selected one car parking for exclusive use on open area.

- 9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all

other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society 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. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. ----- /-(Rs. ----- Only)** per month 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 of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance 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.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- (i) Rs.-----/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. -----/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs.-----/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (iv) Rs. -----/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (v) Rs. -----/- For Deposit towards Water, Electric, and other utility and services connection charges & other charges.
- (vi) Rs -----/- for deposits of electrical wiring and cabling, Installation of transformer and DP (switch gear) /electrical receiving and Switching station /Sub Station provided in Layout .

11. The Allottee shall pay to the Promoter a sum of Rs.----- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said

Society, Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.

12. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Federation on such conveyance or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Federation.
13. The Allottee/s agrees that in case the Allottee/s is an NRI or Non-Resident / Foreign National of Indian origin/foreign nationals/foreign companies, then in that event, the Allottee/s shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and rules/guidelines made / issued there under and all other applicable laws including that of remittance of payments acquisition / sale transfer or immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms thereof. The Allottee shall indemnify the Promoter regarding the same. Also, if any documents etc are required from the Promoter, the Allottee will intimate to the Promoter for the provision of the same and the Promoter at its discretion will provide, but will not be responsible for anything.

14. **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 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. 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 property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
 - xii. That considering the benefits of GST to promoter, the price of flat fixed and benefits are included in flat cost. Hence promoter is entitled to receive GST at 12 % or as per govt. rules as may be applicable & no benefit (extra) will be given to allottee.
15. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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

authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
 - x. The Allottee shall observe and perform all the rules and regulations which the Society 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 Society/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
 - xi. Till a conveyance of the structure of the building in which Apartment 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. That considering the benefits of GST to promoter, the price of flat fixed and benefits are included in flat cost. Hence allottee is liable to pay GST at 12 % or as per govt. rules as may be applicable & no benefit (extra) will be claimed by allottee.
16. The Allottee has been made aware that as per PCMC rules the Allottees of the project will be liable to undertake maintenance of the Sewage Treatment Plant and Organic Waste Converter at their cost. The Allottee/s and/or its Association shall also be liable to get the license of the Maharashtra Pollution Control Board renewed from time to time and to pay requisite charges for the same, from the date of Occupancy Certificate of the building.

17. Before delivery of possession of the said Apartment the Allottee shall get satisfied himself/herself/themselves about the correctness of the carpet area of the said Apartment and about the quality of construction work and specifications/amenities provided in the apartment, building & project. After delivery of possession the Allottee shall not be entitled to make any complaint therefor and all the rights regarding the same shall be deemed to have been waived.
18. The Promoter will be applying to the concerned authorities for giving separate water connection for the building/s and electricity meters and connections for the apartment of the Allottee/s. If there is a delay in obtaining the water and electricity connections from the concerned departments after obtaining occupancy certificate, then in that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same (at the cost of Allottee) from the market as per availability, the Promoter may provide electrical connections / water supply at the cost of the Allottee through any other temporary arrangement due to which if there is improper / insufficient / irregular supply of water / electricity, the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. All costs thereof shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements at the cost of Allottee/s. The Allottee/s has agreed not to raise any complaint regarding the same against the Promoter and the Promoter has executed this agreement relying upon the said assurance given by the Allottee for himself/herself/themselves and as a member of the proposed organization/association.
19. The Allottee shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Promoter (and service tax, GST – CGST, SGST IGST, and any tax if applicable thereon). Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/ maintenance charges for which the Allottee hereby gives his / her consents. The Promoter is entitled to demand charges for such temporarily arrangement in advance, for 12 months, on giving possession of the said apartment.

20. 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 towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
21. 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 raised open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, main entrance and exist gate etc. will remain the property of the Promoter until the said structure of the building is transferred to the Society or other body and until the project land is transferred to the Federation as hereinbefore mentioned.
22. The Allottee hereby irrevocably authorizes & empowers the Promoter to represent him by executing such documents and forms as may be found necessary, for procuring electricity connection and meter from the MSEB/MSEDCL, water connection from PCMC, municipal property tax assessment and re-assessment, for the said apartment in the name of the Allottee, and for such other record as may be found required to be in the name of the Allottee, before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter shall till the execution of the final conveyance represent the Allottee by signature or otherwise to do all the necessary things/acts in all the departments of the P.C.M.C., Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSEB/MSEDCL, ULC official, Environment, pollution board, Corporation etc. and the same shall stand ratified and confirmed by the Allottee herein.
23. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes 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. 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 SubRegistrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT

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

26. RIGHT TO AMEND

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

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

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

28. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

30. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. 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, 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 Pune.

32. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
33. 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:

The Allottee/s:

- 1) **MR.** -----
E-mail ID :-----
- 2) **MRS.**-----
Both Residing at : -----

Mobile No- -----

The Promoter:

YOGESH ENTERPRISES, A PROPRIETORSHIP FIRM

Having its Registered Office at:

Shop no. 12 shopping complex,
Gandharva nagari, Opp. Kendriya Vihar,
Pune Nasik Highway, Moshi, Pune - 412105

Through its Proprietor

MR. VINAYAK PANDHARINATH BHONGALE

Notified Email ID: yogeshenterprises.gn@gmail.com

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.

34. **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.

35. Stamp Duty and Registration :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

36. 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 Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

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 Court of Pune shall have exclusive jurisdiction to try, entertain and decide any dispute arising out of this Agreement.

38. DECLARATION:

The Allottee/s hereby declare/s that, the Allottee/s has / have read and fully understood all the contents of this Agreement and thereafter the same has been executed by the Allottee/s.

DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule-I	Description of The Entire Layout
Schedule-II	Description of The Project II
Schedule-III	Description of The Said Apartment
Schedule-IV	Common Area and Facilities Common Amongst All The Buildings In The Entire Layout of the Project

DETAILS OF ANNEXURE

ANNEXURE	PARTICULARS
ANNEXURE-A	Title Report
ANNEXURE-B	7/12 Extract
ANNEXURE -C-1	Authenticated copies of the plans of the Layout as approved by the Pimpri Chinchwad Municipal Corporation.
ANNEXURE-C-2	Copy of the Layout plan as proposed by the promoter.
ANNEXURE-D	Authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee as approved by the Pimpri Chinchwad Municipal Corporation.
ANNEXURE-E	Common area & facilities common among flats/units in buildings
	Specification and amenities of the Flats/Units
ANNEXURE-F	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority
ANNEXURE-G	Commencement Certificate
ANNEXURE-H	NA Order

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 mentioned above.

SCHEDULE – I

DESCRIPTION OF THE ENTIRE LAYOUT

All that piece and parcel of the land bearing **Gat no. 160**, (Old Moshi Gat no. 1280) totally admeasuring an area of about **00 H. 96 R.** assessed at **Rs 06.19 Ps & Gat no. 161** (Old Moshi Gat no. 1281) totally admeasuring area about **02 H. 08 R.** assessed at **Rs 13.75** Paise, both adjacent lands total admeasuring area **03 H. 04 R.** at Village **“BORHADEWADI”** Taluka Haveli, District Pune within the limits of PCMC and within the jurisdiction of Sub Registrar Haveli Pune at Pune, which is combine bounded as under:

On or towards the East	:	Gat no. 165
On or towards the South	:	Gat no. 158,159,162 to 165
On or towards the West	:	Gat no. 157
On or towards the North	:	12 mtr. D.P. Road

SCHEDULE – II

DESCRIPTION OF THE PROJECT II

(Which is subject matter of this agreement)

All that piece and parcel of the land out of gat no 160 & 161 situated at Village **“BORHADEWADI”** Taluka Haveli, District Pune within the limits of PCMC and within the jurisdiction of Sub Registrar Haveli Pune at Pune, called as **PROJECT II** admeasuring an area **11434.02 Sq.mtrs.** approx out of total area of 03 H. 04 R., as shown in the plan annexed, which is combine bounded as under:

- On or towards the East : Gat No 165
- On or towards the South : Wing G & Transformer, Gat No. 162 to 165
- On or towards the West : Wing A, C, E, H, Transformer & RES. CCL
- On or towards the North : Shops and 12 Mtr.D.P Road

SCHEDULE – III

DESCRIPTION OF THE SAID APARTMENT

TO be constructed upon the said land which is described in the Schedule II above as a part of project II of the project named as Gandharva Excellence

- a) Apartment Number :
- b) Floor No. :
- c) Wing/Building :
- d) Carpet area :
- e) Balcony/
Enclosed balcony area :
- f) Open Terrace area :
- g) Covered parking :

SCHEDULE – IV

**COMMON AREA AND FACILITIES COMMON AMONGST
ALL THE BUILDINGS IN THE ENTIRE LAYOUT OF ALL PROJECT**

- 1. Raised Open Space/ Podium Garden, Club house/ Community Hall, & Children play area
- 2. Sewerage treatment plant,
- 3. Underground water tank (Capacity as per PCMC norms)
- 4. Internal road/ Drive way
- 5. street lights
- 6. Electricity supply transformers with room
- 7. Common drainage lines, water and electrical cable lines with water and electrical meters.
- 8. fire fighting lines, fire hydrant, Hose Pipes, Fire room, Fire electrical pumps
- 9. Compound wall, Main gate and security cabin.
- 10. OWC (Organic waste converter)
- 11. Diesel Genset
- 12. EPBX system

SIGNED AND DELIVERED BY THE WITHIN NAMED

Sign	Thumb Impression	Photo

SIGNED, SEALED AND DELIVERED by
The within named Owner/Promoter
YOGESH ENTERPRISES
Through its Proprietor
MR. VINAYAK PANDHARINATH BHONGALE

THE OWNER/PROMOTER
PARTY OF THE **FIRST** PART

SIGNED, SEALED AND DELIVERED by
The within named Allottee's/Purchaser's

Sign	Thumb Impression	Photo

1) MR. -----

Sign	Thumb Impression	Photo

2) MR. -----

THE ALLOTTEE'S/ PURCHASER'S
PARTY OF THE **SECOND PART**

In the presence of **WITNESSES:**

1. Signature	: -----	2. Signature	: -----
Name	: -----	Name	: -----
Address	: -----	Address	: -----

=====

ANNEXURE 'A'

TITLE REPORT

ANNEXURE-B

7/12 Extract

ANNEXURE -C-1

(Authenticated copies of the plans of the Layout as approved by the
Pimpri Chinchwad Municipal Corporation.)

ANNEXURE-C-2

(Copy of the Layout plan as proposed by the promoter.)

ANNEXURE-D

(Authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee as approved by the Pimpri Chinchwad Municipal Corporation.)

ANNEXURE -E

**COMMON AREA AND FACILITIES COMMON AMONG
FLATS/UNITS IN BUILDINGS**

- 1. The “Project II” described above in Schedule II
- 2. The footings, RCC structures and main walls of the building.
- 3. Entrance lobby , Staircase, passages, columns, ducts, refuge area and lifts with generator backup (Kone Make) in the building.
- 4. Garbage chute,
- 5. fire fighting system
- 6. CCTV for Entrance lobby
- 7. Solar water heating system(Provided in single attached toilet & bathroom)
- 8. Rain water Harvesting system
- 9. Common entrance and exit of building
- 10. Common overhead water tank (Capacity as per PCMC norms) and Plumbing Machinery, pumps etc
- 11. Common toilet and common electrical meter

SPECIFICATION AND AMENITIES OF THE FLATS/UNITS

STRUCTURE	Earthquake resistant R.C.C. Structure with5” thick Ecolite AAC blocks (Fly Ash Bricks and Blocks) for external & internal walls.
PLASTER	a) Internal : - Gypsum / Neeru finish cement plaster.
	b) External : -Sand face Cement Plaster.
FLOORING	Vitrified Tiles in living, dining, Bed rooms and kitchen with skirting.
	Glazed dado tiles in attached toilet
KITCHEN	Straight cooking platform in Granite with Stainless Steel sink and upto sill Level Glazed Dado tiles on adjacent wall. Provision for Exhaust Fan & 16 A. Freeze point.
TOILETS	Bathroom:- Glazed Ceramic tiles, dado up to Lintel Level.
	W.C. :- Glazed Ceramic tiles, dado up to Windowsill level.

	Basin :- One wash basin on appropriate place with Glazed Ceramic tiles dado.
DOORS	Main Door :- Wooden Ply Frame with both side laminated Video door bell, Eye Hole, Night Latch, tower bolt, tadi patti, Handles and door stopper.
	Other Door :-Internal flush doors with premium quality fitting, With Frames and laminated both sides, Powder Coated Sliding Door For Terrace.
	W. C. Door : - Granite Frame with PVC Door
	Bath Door : - Granite Frame with PVC Door
WINDOWS	Three track aluminum sliding windows with Mosquito Mesh & M. S. Safety grills.
ELECTRICAL	Concealed copper wiring, adequate points.
	Cable and telephone point in living and master bedroom.
	Inverter Point Provision.
	AC(Air Conditioner) Point in master bedroom
	Intercom System for each flats
PLUMBING	Concealed Plumbing with standard quality pipes and accessories with excellent bath fittings & Diverters.
PAINT	Oil Bond Distemper (O.B.D.) for internal wall and Semi acrylic paint for external walls .
	Semi Acrylic paint for over head water tank, parapet walls

ANNEXURE –F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

ANNEXURE –G

Commencement Certificate

ANNEXURE –H

NA Order

Received of and from the Allottee above named the sum of Rupees --
----- (Rs. ----- Only) on execution of this agreement towards
Earnest Money Deposit or application fee.

I say received.

The Promoter /s.