

AGREEMENT TO SALE

This Articles of Agreement is made and executed at Pune on this ____ day of June, in the year of 2017.

BETWEEN

M/S. WHITE PROPERTIES & VENTURES,
A Partnership Firm,
Registered under the Indian Partnership Act, 1932,
(PAN :AABFW 5328G)
Having it's office at : 'B' Block, 21/1,
Main Bazar, Pimpri, Pune – 411 017.
Through its Partner,
M/s Legacy Lifespaces LLP
Through its Partner
Mr. Kundan Ramchandra Jachak
Age about : 33 Years, Occupation : Business,

Hereinafter referred to as the "PROMOTER", (which expression shall unless be repugnant to the context or meaning thereof shall mean and include its present and future partners, their heirs, survivors, executors, administrators, representatives, assigns etc.) OF THE FIRST PART;

AND

1) MR. _____,
Age about : ____ years, Occupation : _____,
(PAN : _____)

2) MRS. _____,
Age about : ____ years, Occupation : _____,
(PAN : _____)

Both Residing at : _____,
_____.

Hereinafter referred to as the "ALLOTTEE/S", (which expression shall unless be repugnant to the context or meaning thereof shall mean and include his / her / their heirs, administrators, executors, representatives and assigns) OF THE SECOND PART;

WHEREAS all that piece and parcel of the land, an area admeasuring 4047 sq.mtrs., carved out of the Plot, bearing No. 2, totally admeasuring 4575sq.mtrs., comprising of (a) Survey No. 45/2A/4 (Part), an area admeasuring 302 sq.mtrs., (b) Survey No. 45/4 (part), an area admeasuring 145 sq.mtrs., and (c) Survey No. 47/3/4, an area admeasuring 3600 sq.mtrs., all are lying, being and situated at revenue Village – Punawale, Taluka - Mulshi, District - Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub - Registrar Haveli (Pune), which plot is more particularly described in the Schedule – I written hereunder; Hereinafter for the sake of brevity and convenience jointly referred to as the 'said land/project land';

AND WHEREAS the Promoter herein has purchased the land, bearing Plot No. 2, an area admeasuring 4575 sq.mtrs., comprising of (a) Survey No. 45/2A/4 (Part), an area admeasuring 302 sq.mtrs., (b) Survey No. 45/2A/4 (Road), an area admeasuring 528 sq.mtrs., (c) Survey No. 45/4 (part), an area admeasuring 145 sq.mtrs., and (c) Survey No. 47/3/4, an area admeasuring 3600 sq.mtrs., of revenue Village – Punawale, Taluka - Mulshi, District – Pune from its erstwhile owner M/s. Siddhashila Builders and Developers, through its Partners (a) Mr. Pritam Vilas Rathod and (b) Mr. Pravin Manilal Saghavi by virtue of Deed of Sale dated 02/07/2014, which is registered in the office of Sub Registrar Haveli No. 18 (Pune), at Sr.No. 4547/2014;

AND WHEREAS the Promoter herein has appointed Mr. Avinash Koti as their Architect to sanction building plan on the project land. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter has accepted the professional services of the said Architects till the completion of the buildings / project. However the Promoter has reserved the right to change said Architect before the completion of the buildings / project if the Promoter so decide.

AND WHEREAS the Promoter has appointed Mr. Parag Chopada as their Structural Consultant. The Promoter has accepted the professional services of said Structural Consultant till the completion of the buildings / project. However the Promoter has reserved the right to change said Structural Consultant before the completion of the buildings / project if the Promoter so decide.

AND WHEREAS the Promoter herein has appointed Mr. Narendra Chauhan as their Mechanical, Electrical and Plumbing Consultant. The Promoter has accepted the professional services of said Consultant till the completion of the buildings / project. However the Promoter has reserved the right to change said Structural Consultant before the completion of the buildings / project if the Promoter so decide.

AND WHEREAS the Promoter herein has decided to construct residential building on the project land. Considering the desire and requirement of the Promoter herein, the Architect prepared layout and design for residential building to be constructed on the project land and submitted it for approval before the Pimpri Chinchwad Municipal Corporation. The said Pimpri Chinchwad Municipal Corporation has sanctioned the said layout and building plan and also obtained Commencement Certificate, bearing No. B.P./Punawale/38/2014 on 26/12/2014.

AND WHEREAS the Collector (Revenue Branch) Pune, vide Order No. PMA/NA/SR/427/14, dated 04/06/2015 granted Non Agriculture permission in respect of the said land.

AND WHEREAS Pimpri Chinchwad Municipal Corporation has extended the sanction permission by order No. BP/Punawale/244/2015 dated 30/12/2015 and owner have also obtained revised Commencement Certificate, bearing No. B.P./Punawale/21/2016 on 9/6/2016 and revised Commencement Certificate, bearing No. B.P./Punawale/18/2017 on 31/3/2017

Based on the revised Commencement Certificate mentioned above, the following Apartments are currently sanctioned:-

Total Floors : 12
Ground Floor : 0,
First to Seventh Floor &
Ninth to Eleventh Floor : 10 Apartments on each Floor,
Eighth and Twelfth Floor : 7 Apartments on each Floor,
Total Number of
Apartments : 114

AND WHEREAS the Promoter shall construct additional floors on the existing building on the project land by utilizing TDR of 18sq.mtrs.and remaining FSI of 454.47,. The Promoter will apply for revision of plans and proposed potential building plan may contain building having following configurations:-

Total Floors : 13
Ground Floor : 0,
First to Seventh Floor &
Ninth to Eleventh Floor : 10 Apartments on each Floor,
Eighth and Twelfth Floor : 7 Apartments on each Floor,
Thirteenth Floor : 8 Apartments,
Total Number of
Apartments : 122

AND WHEREAS the Promoter herein has sole and exclusive right to sell the Apartments in the buildings constructing/to be constructed by the Promoter on the project lands and to enter into Agreement/s with the Allottee/s of the Apartments and to receive the sale consideration thereof.

AND WHEREAS on demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architect and all other concern papers, orders etc.. The Allottee/s / have has carried out independent search and investigated the title of the Promoter by appointing his / her / their own Advocate. The Allottee/s having acquainted and satisfied himself/herself/themselves with all the facts and nature of right of the Promoter and has/have decided to acquire Apartment in the said project.

AND WHEREAS the authenticated copies of Search and Title Report issued by Adv. Dilip Athawale the Advocate of the Promoter, along with the authenticated

copies of 7/12 extract showing the nature of the title of the Promoter to the project land on which the Apartments are constructing have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the building(s) and open spaces are proposed to be provided for on the said project have been annexed hereto.

AND WHEREAS the authenticated copies of the plans of the Apartment agreed to be purchased by the Allottee/s as sanctioned and approved by the local authority have been annexed hereto.

AND WHEREAS the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand to be provided by the Promoter in the said building/s and the Apartment as are set out in Schedule – III written hereunder.

AND WHEREAS the Promoter has obtained necessary approvals from the concerned local authority / authorities for causing construction of the Apartments on the project land. The Promoter shall obtain all the necessary permissions / approvals which are required for securing completion and occupancy certificate/s in respect of the Apartments constructing / to be constructed on the project land.

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 building in accordance with the plans approved by the concerned Local Authority on the project land.

AND WHEREAS after entire satisfaction about the marketable title of the Promoter in respect of the project land, the Allottee/s has/have applied to the Promoters for allotment of following Residential / Commercial Apartment:-

Building No.	Apartment No.	Floor	Carpet Area in sq. mtrs.,	Enclosed Balcony in sq.mtrs.,	Terrace - 01	Terrace - 02	Utility Terrace in sq.mtrs.,
C							

Total area admeasuring ----- sq.mtrs carpet + ---- sq.mtrs. enclosed balcony totally _____ sq.mtrs., (hereinafter for the sake of brevity and convenience referred to as the "said Apartment") in the project known and styled as 'TWIN ARCS' C building , (hereinafter for the said of convenience and brevity referred to as the "said Project").

AND WHEREAS the "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/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Apartment.

AND WHEREAS the Promoter has disclosed and made the Allottee/s well aware that, as per sanctioned building plan, the balconies are shown in the Said Apartment but for convenient usefulness of the Said Apartment the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter and such modified amalgamated apartment floor plan is annexed. The aforesaid changes are made as per the request of the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and have given irrevocable consent with due diligence. If any variations or modifications which adversely affect the Said Apartment as shown in. Promoter shall have prior consent of the Allottee/s herein.

AND WHEREAS relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, the Promoters have agreed to allot the said Apartment to the Allottee/s and to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS after due discussions and negotiations by and between the parties hereto; the consideration of the said Apartment has been finalized at Rs. _____/- (Rupees _____ only). Prior to the execution of these presents, the Allottee/s has / have paid to the Promoter a lump sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS under section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter for the sake of brevity and convenience referred to as the "said Act"), the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment with the Allottee/s, 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 agree to sell and the Allottee/s hereby agree/s to purchase the said Apartment.

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

1. CONSTRUCTION OF THE PROJECT/APARTMENT:

- a. The Promoter has sanctioned building plan and obtained revised Commencement Certificate bearing B.P./Punawale/18/2017 on

31/3/2017. On the basis of said Commencement Certificate, the following Apartments are currently sanctioned:-

Total Floors	:	12
Ground Floor	:	0,
First to Seventh Floor &		
Ninth to Eleventh Floor	:	10 Apartments on each Floor,
Eighth and Twelfth Floor	:	7 Apartments on each Floor,
Total Number of		
Apartments	:	114

b. The Promoter shall construct additional floors on the existing building on the project land by utilizing TDR of 18 sq.mtrs.and remaining FSI of 455.02,. The Promoter will apply for revision of plans and proposed potential building plan may contain building having following configurations:-

Total Floors	:	13
Ground Floor	:	0,
First to Seventh Floor &		
Ninth to Eleventh Floor	:	10 Apartments on each Floor,
Eighth and Twelfth Floor	:	7 Apartments on each Floor,
Thirteenth Floor	:	8 Apartments,
Total Number of		
Apartments	:	122

Provided that no separate consent of the Allottee/s is / are or shall be required for other variations or modifications, if the Promoter is not changing location and area of the said Apartment. It is also made clear by the Promoter that, any alteration or addition required by any Government authorities or due to change in law shall be permissible to the Promoter without obtaining consent from the Allottee/s herein.

2. CONSIDERATION:

- a) The Allottee/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s the following Apartment:-

Buildi ng No.	Apartm ent No.	Floor	Carpet Area in sq. mtrs.,	Enclose d Balcony in sq.mtrs. ,	Terra ce - 01	Terra ce - 02	Utility Terrace in sq.mtrs. ,
C							

Total area admeasuring ----- sq.mtrs carpet + ---- sq.mtrs. enclosed balcony totally _____ sq.mtrs., (hereinafter for the sake of brevity and convenience referred to as the "said Apartment") in the project known and styled as 'TWIN ARCS' in C building, constructing / to be constructed on the project land as shown in the floor plan thereof hereto annexed hereto at and for the total / lump sum consideration of Rs. _____/- (Rupees _____ only), which includes amount of society registration charges, water meter charges, MSEDCL meter charges, proportionate price of the common areas and facilities, but excludes the amounts of stamp duty, registration fee, GST and all the taxes,cesses, levies which are and shall be applicable from time to time.

b) The Allottee/s has / have paid on or before execution of this Agreement a lump sum of Rs _____/- (Rupees _____ only) as advance payment or application fee and hereby agree/s to pay to that Promoters the balance amount of Rs. _____/- (Rupees _____ only) in the following manner:-

i) PARTICULARS OF PART CONSIDERATION PAID:-

Amount	Particulars

ii) PARTICULARS OF CONSIDERATION TO BE PAID:-

No	Amount	Particulars
1	10%	Advance payment or application fee
2	35%	To be paid on completion of plinth work
3	10%	To be paid on completion of first Slab
4	10%	To be paid on completion of forth Slab
5	5%	To be paid on completion of tenth Slab
6	5%	To be paid on completion of walls brick work,
7	5%	To be paid on completion of external wal plaster
8	5%	To be paid on completion of internal wall plaster or POP of walls
9	5%	To be paid on completion of tiles and windows fitting
10	5%	To be paid on completion of the lifts, water pumps, electrical fittings.
13	5%	To be paid on possession

* Stamp Duty, Registration fee, Service tax + VAT or GST or all the applicable taxes from time to time shall be paid by the Allottee/s separately.

That the Allottee/s herein is/are aware that as per the provisions of Section 194IA of the Income Tax Act 1961, he/she/they is / are required to deduct tax @1% of the consideration paid/payable as above and deposit the same to the government within prescribed time. The Allottee/s herein further declare/s that he/she/they is/are not aware of the procedure laid down regarding tax deduction, deposition of payment and other related compliances, therefore the Allottee/s has / have authorized the Promoters to deduct the tax amount from the above mentioned consideration and to deposit the same with concerned government office and also comply with the process as laid down under Section 194IA of the Income Tax Act 1961. The Promoters herein are complying with all the formalities on behalf of the Allottee/s herein; therefore they shall not raise any sort of objection regarding the same in future.

The consideration of the said Apartment is also arrived on the assurance of the Allottee/s to abide by the above payment schedule only and it will not be altered by the Allottee/s. The Allottee/s shall make all the payments to the Promoter by Cheque, Demand Draft, NEFT, RTGS or otherwise. If the Allottee/s makes the payment by outstation cheque/s then the date of payment 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. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above as the same has been fixed by giving discount at the time of booking of the said Apartment by the Allottee/s. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or Housing Finance Companies / Banks etc. It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has / have committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach/default of this agreement, including termination of this agreement. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said Apartment and the Allottee/s has/have agreed to pay the same before possession of the said Apartment.

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.

- c) The Total Price is escalation-free, save and except escalations / increases due to increase on account of development charges payable

to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. It is specifically agreed that if the Promoter decide to insure the said project relating the proposed development done or to be done or relating to the title of the project land, then the Allottee/s shall pay the proportionate share of the premium within 7 days from the demand made by the Promoter in this behalf and nonpayment thereof shall amount to willful default caused by the Allottee/s as contemplated under this Agreement.

- d) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the 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 5% (five 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/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate, which is mentioned in consideration clause.
- e) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his / her / their payments in any manner.

- f) The Allottee/s shall not directly or indirectly cause obstruction to the development of the said project as desired by the Promoter for any reason whatsoever.

3. TAXES AND OTHER LEVIES:

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

4. COMPLIANCE OF LAW RELATING TO REMITTANCE:

It is specifically agreed that all amounts due and payable under this Agreement shall be paid by the Allottee/s in Indian currency. However in case of foreign remittances by the Allottee/s it shall be accepted at the sole risk and responsibility of the Allottee/s and the Allottee/s shall

solely responsible for payment of taxes thereon and consequences of any breach of the laws and rules in this behalf.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY:

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 Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

6. TIME IS ESSENCE OF THIS CONTRACT:

Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s and the common areas to the association of the Allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be.

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

It is made clear that the chronology of the work may change as per convenience and in such case the Allottee/s cannot refuse to pay the installment which he supposed to pay after completion of the said work. In case the Allottee/s fail/s to pay any such installment in time, the same shall be considered as failure to pay in time. The Allottee/s agree/s to pay to the Promoters, interest as specified in the Rule i.e. State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% and in case it is not in use then it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this

Agreement from the date the said amount is payable by the Allottee/s to the Promoter. If the Promoter fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee/s, the Promoter agree to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession of the said Apartment agreed to be purchased by the said Allottee/s.

7. DISCLOSURE AS TO FLOOR SPACE INDEX:

The Promoter hereby declare that the Floor Space Index available as on date in respect of the project land is 6056.25square meters only and Promoter has planned to utilize Floor Space Index of 472.47sq.mtrs., by availing of TDR, and balance FSI thus the entire FSI of the said project shall be 6528.72sq.mtrs, which are applicable to the said Project till the conveyance of the project is executed in favor of the Association of the Allottees. In that event remaining unutilized FSI (if any) shall belong to the Promoter. The Promoter shall be entitled to make use of the same on any other project or otherwise.

The Allottee/s have agreed to purchase the said Apartment on the understanding that the declared proposed FSI shall belong to Promoter only and in case for any reason whatsoever the FSI is increased and the same could not be consumed on the said project the Promoter shall be entitled to make use of the same on any other project or otherwise.

8. TERMINATION OF AGREEMENT:

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

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s of his / her / their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to 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/s (subject to adjustment and deduction of twenty percent amount of the total agreed consideration or the customers own contribution excluding the bank's disbursement towards administration charges, opportunity loss, liquidated damages and all other expenses incurred by the Promoters in respect of the said Apartment, without recourse and intimation thereof shall be sent to the Allottee/s by Registered Post or E-mail) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter. In case the customers own contribution is less than the twenty percent amount of the total agreed consideration then the Promoter shall be entitled to recover the deficit with interest at the aforesaid rate. It is made clear that while taking into consideration the amount paid by the Allottee/s to the Promoter the amount of contribution towards taxes, stamp duty, registration fees or any other government dues shall be excluded.

In case of termination of this Agreement by the Promoter herein, the Allottee/s shall have no claim except for repayment of the amounts payable as mentioned above. The Allottee/s hereby agree/s that in that event all of his/her/their claims in the said Apartment stands extinguished.

9. POSSESSION:

The Promoter shall hand over possession of the Apartment to the Allottee/s on or before 31 December 2019 and the Promoter shall complete the said project on or before 31 December 2019. If the Promoter fails to hand over possession of the Apartment to the Allottee/s due to negligence and deliberate delay by the Promoter herein, the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment along with the interest mentioned in the said Act and Rules there under 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 -

- a. Non availability of steel, cement, other building material, water or electricity supply.
- b. War, Civil Commotion or act of god.
- c. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/ tribunal/authority.
- d. Any stay or injunction order from any Court.
- e. Pendency of any litigation.
- f. Delay or default in payment of any installment or other dues, outstanding by the Allottee/s of this Agreement and/or of contract of extra work.
- g. Delay by local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate or any other Certificates which are necessary for completion of the said project.
- h. Any other circumstances beyond the control of the Promoter or by force majeure.
- i. Changes in any rules, regulations bye-laws of various statutory bodies and authorities from time to time affecting the development and the project.

- j. Delay in grant of any NOC / permission / license / connection installment of any service such as elevators, electricity and water connection and meters to the scheme / apartment / road etc.

It is made clear that the Common Amenities of the entire project shall be developed by the Promoter before completion of the entire project and the Allottee/s shall not insist otherwise.

10. PROCEDURE FOR TAKING POSSESSION:

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the Agreement, shall offer within 7 days in writing the possession of the said Apartment to the Allottee/s in terms of this Agreement to be taken within the time specified in the said letter and the Promoter shall hand over possession of the said Apartment to the Allottee/s. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be from the date the Promoter has offered the Allottee/s possession of the said Apartment.

11. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoter herein, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall hand over possession of the said Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the specified time, such Allottee/s shall continue to be liable to pay maintenance charges as applicable. Thereafter the Promoter shall not be liable and responsible for any damage or otherwise to the said Apartment and the equipment's attached thereto.

12. DEFECTLIABILITY:

If within a period of five years from the date of offering possession of the said Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of

workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under 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, 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 become void and due to the same, 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. The word defect here means only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Promoter and shall not mean defect caused by normal wear and tear and by negligent use of Apartment by the occupants, vagaries of nature etc.

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 equipments 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.

13. USE OF THE SAID APARTMENT AND THE PARKING SPACE:

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

14. FORMATION OF ORGANISATION OF APARTMENT HOLDERS:

That the Promoter shall form Society of Apartment holders, exclusively as per their own wish. However the Promoter shall execute and register Deed of Conveyance of the project land, along with the buildings thereon in favor of all the said Society/Federation/Apex Body of the tenement/unit holders. The Allottee/s along with other Allottee/s of Apartments in the building/s shall join in forming and registering the Society 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 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/s, so as to enable the Promoters to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s 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 Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15. CONVEYANCE IN FAVOR OF ORGANISATION OF APARTMENT HOLDERS:

The Promoter shall, within twelve months, after receipt of completion certificate of the entire project from the competent authority and after utilizing the entire FSI and TDR which may be permissible to be used on the said project land and subject to the receipt of all sums due and receivable from all the allottees and subject to the sale of all the apartments etc., cause to be transferred to the Society / Federation / Apex Body all the right, title and the interest of the Promoter in the entire or any part of the land with the Building in which the said Apartment is situated. If the Allottee/s fail/s to get executed the deed of conveyance from the Promoter in respect of project land and the buildings standing thereon, the Promoter herein shall issue Letter to the Society of the Allottee/s calling upon them to execute and register Deed of Conveyance of the said project land, along with the building thereon within 15 days from the date of receipt of said Letter. Even after receipt of such letter, if the Society of Allottee/s fails to execute and register the said Deed of Conveyance in its/their favor, 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 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.

16. MAINTENANCE:

Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for use and occupancy, the Allottee/s 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 namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, electricity consumption charges and cost of maintaining electricity fittings relating common areas, parking etc., repairs and salaries of clerks bill collectors, chowkidars, security, housekeeping and sweepers, maintenance and repairs of drainage line, water line, all other facilities but not restricted to water pumps, lifts, solar panels, generators, fire equipment's, and all types of machineries, equipment's provided or available in the said project and all other expenses necessary and incidental to the management and maintenance of the project land and building. It is further agreed that, if the Promoter provides water by tanker or any other source, the Allottee/s shall have to pay for the water charges immediately after raising demand by the Promoter. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly in case any infrastructure related facility is provided to the Allottee/s, the Allottee/s shall pay separately for the same and shall also be liable to pay taxes thereon, if any. Until the Society is formed and the said structure of the building is transferred to it, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter provisional contribution of of Rs. 40,000/- for 1 BHK, Rs. 60,000/- for 2 BHK and 70,000 for 2.5 BHK towards the outgoings for the maximum period of two years. The Promoter / Society is entitle to demand the deficit of the contribution from the Allottee/s. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of the structure of the building is executed in favour of the Society as aforesaid. On such conveyance / assignment being executed for the structure of the

building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be. 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.

That in case the amount of maintenance mentioned above is found less to maintain the said project, in that event it shall be the responsibility of the Allottee/s to pay the said deficit amount within 7 days from the date of raising demand by the Promoter. In case of any delay beyond a period of 7 days, then interest charges as per Rules will be applicable. While charging the said deficit amount, the Promoter shall provide the audit report to the Allottee/s.

It shall be the liability and responsibility of the Allottee/s and their Association to maintain at their own cost all the equipment's, machineries, plants, fittings etc. provided by the Promoter. They shall also be liable and responsible to maintain the buildings and structures by periodically painting, filling of cracks etc. at their own cost. The Allottee/s is/are aware that all the facilities, amenities, plants, solar heating system, etc. shall be used and the same may get damaged if the same remain unused. The Promoter shall not be liable and responsible for the consequences arising out of failure, negligence or incompetency in operating and maintaining the aforesaid equipment's etc., and the Allottee/s and their Association shall be solely liable and responsible for its consequences including payment of fine, penalty etc., which may be imposed by the competent authority.

17. EXPENSES RELATING TO FORMATION AND REGISTRATION OF ASSOCIATION, ALONG WITH THE CONVEYANCE:

All legal costs, charges and expenses, including professional costs of the Advocate/s of the Promoter in connection with formation of the said Society or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of the project land, along with the structure standing thereon are included in the consideration of the said Apartment.

At the time of registration of conveyance of the structure of the building/s, the Allottee/s 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/s or wing/s of the building/s. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the said Apex Body or Federation on such conveyance or any document or instrument of transfer in respect of the structure of the project land to be executed in favour of the Apex Body or Federation.

18. THE PROMOTER RELYING UPON THE AVAILABLE RECORD AND DOCUMENTS HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE/S 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 have the requisite rights to carry out development upon the project land and also have 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 on 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/s or wing/s 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/s or wing/s 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/s or wing/s and common areas;

- vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s 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/s 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/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the Conveyance of the structure to the Society of the Allottees, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the said Society of the Allottee/s;
- 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 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.

19. The Allottee/s for himself / herself / 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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his / her / their 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/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be

responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 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, parris or other structural members in the Apartment without the prior written permission of the Promoters and/or the Society.
- 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 Promoters within fifteen days of demand by the Promoters, his / her / their 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 / shall be 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/s for any purposes other than for purpose for which it is sold.

- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society 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/s 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/s shall also observe and perform all the stipulations and conditions laid down by the Society / Apex Body / 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 the end of defect liability, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, along with the material, 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 and to rectification of work or otherwise. He / She / They shall not cause any hindrance, obstruction / objection to the movement of men and machineries required for the same.
- xii. To bear and pay all the taxes, cesses, levies in respect of the said Apartment and the said Project to the Municipal Corporation or any other Local Body / Government from the date of obtaining Occupation Certificate / Occupancy Certificate.
- xiii. The Allottee/s and / or the Society / Apex Body, at their own cost and expenses, shall sign and execute all the Annual Maintenance Contracts with the vendors of all the equipment's, machineries etc., lying in the said project.

xiv. The Allottee/s undertake/s that if any Certificate, Order, No Objection etc., is required to be produced by the Allottee/s herein under any law and rules in force in any time, the same shall be produced by the Allottee/s herein within the stipulated time.

20. SEPERATEACCOUNT:

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

21. CLAIM OF THE ALLOTTEE/S:

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/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him / her / them 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 or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

22. PROMOTER SHALL NOT CREATE CHARGE ON THE APARTMENT:

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

23. SPECIAL COVENANTS

The Promoter shall initiate proceedings of formation of an integrated Society of all the Apartments for the project. All the Apartments coming under this project are legally bound to share all Services such as, DG sets, , all Green / Open Area provided collectively for the project and any other facility given / provided. All Members of the Society / Societies / Federation shall share costs of maintenance and upkeep of the Infrastructure that is provided by the Promoter in the said Project.

It is further made clear that all the members of the said project may use the common services like DG set, any other facility given / provided by the authority and shall share the maintenance cost of the same to avoid future conflicts between them. The Allottee/s herein further declares that he/she/they shall co-operate all the society members regarding the common use of the same and shall not raise any sort of objection against the Promoters for any reason whatsoever. However maintenance of the same shall be made by the Allottee/s and members of the proposed Society / Societies / Ultimate Body at his / her/ their own cost and expenses since beginning. The Promoter herein shall co-operate the Allottee/s and / or proposed Society / Ultimate Body to cure / solve the issues regarding the said DG set and any other facility given / provided by the authority/Promoter.

24. ENTIRE AGREEMENT:

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

25. RIGHT TO AMEND:

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

26. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S AND/OR 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.

27. 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.

28. FURTHERASSURANCES:

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

29. PLACE OF EXECUTION:

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

30. PLACE OF REGISTRATION:

The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance / assignment 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.

31. SERVICE OF NOTICES:

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

The Allottee/s:

- 1) Mr. _____,
E-mail ID :
- 2) Mrs. _____,
E-mail ID :
Both Residing at : _____,
_____.

The Promoter:

M/S. WHITE PROPERTIES & VENTURES,
Having it's office at : 'B' Block, 21/1,
Main Bazar, Pimpri, Pune – 411 017.
Through its Partner,
M/s Legacy Lifespaces LLP
Through its Partner,
Mr. KundanRamchandraJachak
Age about : 33 Years, Occupation : Business,
E-mail ID :postsales@legacylifespaces.com

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which all

communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

32. JOINT 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/them which shall for all intents and purposes to consider as properly served on all the Allottees.

33. EXPENSES:

All the charges towards stamp duty, registration fee and other incidental expenses and taxes concerning this Agreement of this Agreement shall be borne by the Allottee/s.

34. DISPUTE RESOLUTION:

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

35. 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.

36. STAMP DUTY AND REGISTRATION FEES

- a. Total Consideration of the said Apartment :Rs. _____/-,
- b. Stamp Duty Paid :Rs. _____/-,
- c. Registration Fee Paid :Rs. _____/-,

This agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is paid as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d).

The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter herein in favour of the Allottee/s herein.

The Allottee/s herein has / have agreed to purchase the said Apartment as investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 and hence it is entitled to adjust the stamp duty to the Agreement against the duty payable to the Agreement by the Allottee/s herein to the subsequent Allottee/s or Purchaser/s as per provision of the said clause.

37. 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.

SCHEDULE - I

(Description of the project Land)

All that piece and parcel of the land, an area admeasuring 4047 sq.mtrs., carved out of the Plot, bearing No. 2, totally admeasuring 4575 sq.mtrs., comprising of (a) Survey No. 45/2A/4 (Part), an area admeasuring 302 sq.mtrs., (b) Survey No. 45/4 (part), an area admeasuring 145 sq.mtrs., and (c) Survey No. 47/3/4, an area admeasuring 3600 sq.mtrs., all are lying, being and situated at revenue Village – Punawale, Taluka - Mulshi, District - Pune, within the local limits of PimpriChinchwad Municipal Corporation and within the jurisdiction of Sub - Registrar Haveli (Pune), which plot is bounded as follows:-

On or towards the East : Survey No. 47 part,
On or towards the South : Survey No. 47 part,
On or towards the West : Survey No. 45 part,
On or towards the North : Survey Nos. 45 & 47 part (18 M. Road),

SCHEDULE - II

(Description of the said Apartment)

Building No.	Apartment No.	Floor	Carpet Area in sq. mtrs.,	Enclosed Balcony in sq.mtrs.,	Terrace - 01	Terrace - 02	Utility Terrace in sq.mtrs.,

Total area admeasuring ----- sq.mtrs carpet + ---- sq.mtrs. Enclosed balcony totally _____ sq.mtrs., in the project known and styled as 'TWINARCS' building C, constructing / to be constructed on the project land mentioned in Schedule – I written hereinabove.

SCHEDULE - III

Nature, extent and description of common areas and facilities

A. Common areas and facilities

1. Common Overhead & Underground water tank (S) pump (S), meter(S)
2. Common electric and water meter/s
3. Common Passages, staircases, lift, lift well/s machine room/s if provided.
4. Drainage, waterlines and electrical network
5. Building Roof Terrace of Building

B. Limited/Restricted areas and Facilities

1. Parking Spaces
2. Terraces
3. Open Spaces
4. Generally all premises and facilities other than those mentioned in Schedule II. The Promoter reserves exclusive right to allot these restricted areas/facilities to any of the apartment allottee/s or retain them for its own benefit.

SCHEDULE IV

Structure

- Strong RCC structure
- Lift with machine room or machine room less

Walls and Ceilings

- Gypsum-finish surface to inner walls in the entire apartment and sanla finish in common lobbies.
- All ceiling in the apartment patra finished in POP
- Oil-bound Distemper (OBD) to all inside walls
- Weather proof acrylic good quality external paint

Kitchen

- Granite kitchen platform with SS sink
- Glazes tiles up to 2 ft. From platform
- Adequate electrical points for microwave, fridge, and exhaust fan
- Washing machine, plumbing and electrical point in dry terrace

Doors

- Elegant both-side laminated main door & night latches
- All internal doors with both side laminates
- Toilet door frames with polished granite
- All door fittings in chrome plated & cylindrical locks for internal doors

Electrical

- Branded copper wiring with ELCB
- Modular sockets and switches of reputed brand
- TV and telephone point in living and master bedroom
- DG backup for building common area

Flooring

- 24x24 inch vitrified tiles with matching 3 inch skirting in the entire apartment
- 16x16 inch ceramic tiles in dry balcony, terraces

Toilet

- CPVC/UPVC,SWR plumbing and branded sanitary ware
- Glazed tiles up to 7 feet height with premium CP fittings
- Exhaust fan and electrical boiler points
- Solar water heater supply in common toilets

Windows

- Sliding 3-track, aluminums, power – coated along with mosquito mesh
- 2 track sliding windows in kitchen and louvers in bathroom
- MS safety grills with oil paint to all windows except bathrooms
- Good quality granite windows sills from inside.

Eco –friendly Features

- AAC block walls /flyash for lower heat transmission and prevention of pollution and erosion of Fertile soil (No red bricks)
- Rainwater harvesting
- Plumbing for water usages
- Flush tank in toilets for water conservation

NOTE: The promoters reserve the rights to change / modify any of the above contents as And when required based on market availability of raw materials, finished goods, etc.

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

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROMOTER,
M/S WHITE PROPERTIES & VENTURES,
Through its Partner,
M/s Legacy Lifespaces LLP
Through its Partner
Mr. Kundan Ramchandra Jachak

PHOTO

Thumb impression

(THE FIRST PART)

SIGNED SEALED AND DELIVERED BY
THE WITHINNAMED ALLOTTE/S,

PHOTO

Thumb impression

(THE SECOND PART)

IN PRESENCE OF THE WITNSSES:-

- 1. SIGNATURE :
NAME :
ADDRESS :

- 2. SIGNATURE :
NAME :
ADDRESS :

Date:

ALLOTMENT LETTER

To,
Mr.....
Mrs.....
Address.....
.....
E-mail address.....
Mob. No.

Dear/Madam,
You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described herein below) in our project `-----, situated at Survey No. ----- At village -----, Taluka -----, District Pune .We have accepted your offer on following terms and conditions;

APARTMENT NO.	
FLOOR	
CARPET AREA	sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	sq. mt.
USABLE FLOOR AREA OF ATTACHED BALCONY	sq. mt
USABLE FLOOR AREA OF TERRACE	Sq. mt
TOTAL USABLE FLOOR AREA OF APARTMENT	sq.mt
COVERD PARKING SPACSE for 4 wheeler	No.....,

Price of Apartment	Rs.
Price of covered car parking /Infra charges	Rs.
Agreement Cost	

Payment schedule

OTHER CHARGES PAYBLEBY AOOTTEE ON OR BEFORCE EXECUTION OF AGRREEMNT	
Stamp Duty -6%	
Registration Charges-1%	
GST-	
Miscellaneous registration expenses	
Legal cost, charger and expenses	
Share money, application entrance fee of the society	
Charges for formation and registration of the society	
Deposits of electrical receiving and transformer /Substation provide in layout	
Total	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT
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No	Amount	Particulars
1	10%	Advance payment or application fee
2	35%	To be paid on completion of plinth work
3	10%	To be paid on completion of first Slab
4	10%	To be paid on completion of forth Slab
5	5%	To be paid on completion of tenth Slab
6	5%	To be paid on completion of walls brick work,
7	5%	To be paid on completion of external wall plaster
8	5%	To be paid on completion of internal wall plaster or POP of walls
9	5%	To be paid on completion of tiles and windows fitting
10	5%	To be paid on completion of the lifts, water pumps, electrical fittings.
13	5%	To be paid on possession

Deposit towards provisional monthly contribution towards outgoing of Society	
And maintenance charger Rs..... For 2 years or 24 months.	
GST on the maintains charges (or as applicable)	
Total	

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable allotment letter to the Allottee(s) by the promotes does create a binding obligation on the part of the promoters or the Allottee(s) until, firstly, the Allottee sings and delivers the agreement with all the schedule (copy attached) along with the payments due as stipulated in the above payment plan within 30 (thirty) days from the date of this Allotment Letter; and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the promoters. This Allotment Letter is not meant or be treated or deemed to be as agreement as contemplated under provisions of law.
- 2) If the Allottee(s) fails to execute and deliver to the promoters Agreement within 30 (thirty) days from the date of this Allotment letter and / or appear before the Sub-Registrar for its registration as and when intimated by the promoters within the aforesaid 30 days, then the promotes shall serve a notice to the Allottee by email/by hand /by post/ by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application / Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned after deduction Rs. 50,000/- (Rs. Fifteen thousand only) towards the administrative charges to the Allottee without any interest or compensation whatsoever.
- 3) Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this letter on the applicant.
- 4) All taxes, cess, GST charger or levies under any concerned statute shall be borne by the purchaser, over and above price of the Apartment.

- 5) The Purchaser has received the floor plan & specification, of the said flat at the time of booking and has no confusion what so ever and would not change the option confirmed by us on the date of booking.
- 6) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned after deduction Rs. 50,000/- (Rs. Fifteen thousand only) towards the administrative charges within 30 days from date of cancellation of booking.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment plan, terms and conditions.

Allottee's Signature 1) ----- 2) -----

For

Mr.....

Senior Executive / Assistance Manager – Sales sign: -----