

RERA – Amit Rathi – Wakad - 21-06-2017

AGREEMENT MADE AND EXECUTED AT PUNE

ON THIS -----TH DAY OF ----- 2017

B E T W E E N

M/S. WAKADKAR PATIL AND RATHI ASSOCIATES

**A Joint Venture by and through
its Associates / Members**

1. SHRI. SHYAM HANUMANT WAKADKAR
Age about – 36 Years, Occupation – Business
PAN: AAQPW 3367 A

2. SHRI. HANUMANT NAMDEO WAKADKAR
Age about – 62 Years, Occupation – Business
PAN: AABPW 2231 L

No. 1 & 2 Residing at – Wakad,
Taluka – Mulshi, Dist - Pune

3. M/s. RATHI DEVELOPERS
A Proprietary Concern having its
Office at – Rajaram Apartments,
1246, Kasba Peth, Pune - 411011

By and through its proprietor -
SHRI. AMIT JUGALKISHOR RATHI
Age about: 31 Years Occ.: Business
R/at: 1246, Kasba Peth, Pune 411 011
PAN NO. AGSPR 8264 M

**Hereinafter called & referred to as "THE PROMOTERS" (Which
expression unless repugnant to the context or meaning thereof shall mean
and include the joint venture, its associates / members and their
respective heirs, executors, administrators, successors in title and
assigns).....OF THE ONE PART.**

A N D

SHRI. _____

Age about: ____ Years Occ.: _____

R/at: _____

PAN NO. _____

Hereinafter called and referred to as "THE ALLOTTEE" (which expression unless repugnant to the context or meaning thereof shall mean and include the Purchasers only as far as the obligations on the part of the Owner and / or Promoters are concerned and purchaser/s shall not be entitled to assign or transfer his/her/their rights under this Agreement) OF THE OTHER PART.

WHEREAS All that piece & parcel of property bearing S. No. 86 Hissa No. 1 of Village Wakad, Taluka Mulshi, Dist - Pune and more particularly described in the Schedule (I) written hereunder and hereinafter called & referred to as "THE PROJECT LAND NO. 1" is owned by No. 1 and 2 of the party of the one part (herein after called and referred to as "THE OWNERS").

AND WHEREAS by an agreement dated 30/05/2014 the Owners have agreed to develop the said The Project Land No. 1, as and by way of joint venture, along with No. 3 of the party of the one part i.e. M/s. Rathii Developers and under the name and style of M/s. Wakadkar Patil and Rathii Associates i.e. the Promoters herein.

AND WHEREAS the said Agreement is duly registered at the office of the Sub Registrar Haveli No. 19 at Serial No. 5020 on the same day.

AND WHEREAS as per the terms and conditions of the aforesaid Agreement on 30/05/2014, No. 1 and 2 out of the party of the one part have also executed the necessary Power of Attorney in favour of No. 3 out of the party of the one part.

AND WHEREAS the said Power of Attorney is also duly registered at the office of the Sub Registrar Haveli No. 19 at Serial No. 5021 on the same day.

AND WHEREAS the Promoters have also obtained the necessary Commencement Certificate for the construction of the proposed building/s in and upon the said The Project Land No. 1 from Pimpri Chinchwad Municipal Corporation under Commencement Certificate No. BP/WAKAD/132/2014 dated 14/11/2014.

AND WHEREAS all that piece & parcel of property admeasuring an area of H. 00 Aars 04.63 out of S. No. 86 Hissa No. 2B of Village Wakad, Taluka Mulshi, Dist - Pune and more particularly described in the Schedule (II) written hereunder and hereinafter called & referred to as "THE PROJECT LAND NO. 2" is also owned by No. 1 and 2 of the party of the one part (herein after called and referred to as "THE OWNERS").

AND WHEREAS thereafter the said The Project Land No. 1 and The Project Land No. 2 are amalgamated and the revised plans for the proposed building to be constructed in and upon the said properties are also approved by Pimpri Chinchwad Municipal Corporation under its layout/ Commencement Certificate No. BP/WAKAD/16/2016 dated 27/01/2016.

AND WHEREAS thereafter by an agreement dated 29/02/2016 the Owners have agreed to develop the said The Project Land No. 2, as and by way of joint venture, along with No. 3 of the party of the one part i.e. M/s. Rathi Developers and under the name and style of M/s. Wakadkar Patil and Rathi Associates i.e. the Promoters herein.

AND WHEREAS the said Agreement is duly registered at the office of the Sub Registrar Haveli No. 19 at Serial No. 2842 on the same day.

AND WHEREAS as per the terms and conditions of the aforesaid Agreement on 29/03/2016, No. 1 and 2 out of the party of the one part have also executed the necessary Power of Attorney in favour of No. 3 out of the party of the one part.

AND WHEREAS the said Power of Attorney is also duly registered at the office of the Sub Registrar Haveli No. 19 at Serial No. 2843 on the same day.

AND WHEREAS the properties described in the Schedule (I) and (II) written hereunder are hereinafter jointly called and referred as "THE SAID PROJECT LANDS".

AND WHEREAS thereafter the Promoters acquired a TDR /DRC of an area of 445 sq.mtrs from M/s. Om Sai Constructions.

AND WHEREAS thereafter the plans for the constructions of the building/s in and upon the said project land are revised and approved by Pimpri Chinchwad Municipal Corporation under its Commencement Certificate No. BPWAKAD/ 152/2016 dated 21/09/2016.

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said project lands in accordance with the recitals hereinabove.

AND WHEREAS the Promoters are in possession of the said project lands.

AND WHEREAS the permission for use the said property for Non Agricultural purposes is also granted by The Collector, Pune under No. ---
----- dated -----.

AND WHEREAS the promoters have proposed to construct on the said project lands two multistoried building consisting of 8 (Eight) Floors (Basement + Ground + ____) each i.e. two buildings being Building No. A and B .

AND WHEREAS the Promoters have completed the construction of the proposed Building No. A and have also obtained the Completion Certificate in respect thereof from Pimpri Chinchwad Municipal Corporation under its Part Completion Certificate No. 131/2017 dated 18/04/2017 which is effective from 21/03/2017.

AND WHEREAS the promoters have entered into a standard Agreement with an architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

AND WHEREAS the Promoters have accordingly appointed Shri. Manik Buchade (Kimaya Associates) an Architect;

AND WHEREAS the Promoters have also appointed Shri. G. A. Bhilare as Structural Engineer for the preparation of the structural designs and drawings of the said building/s to be constructed on the said property;

AND WHEREAS the said Structural Engineer and Architect have been appointed by the Promoters for the supervision purposes, till the completion of the said building/s. However, the Promoters have reserved the right to change the said structural Engineer and Architect, at any time as per their desire and choice;

AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Pune under no _____, The authenticated copy of the same is attached herewith as Annexure 'F'.

AND WHEREAS by virtue of the Development Agreement / Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter in 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 the Allottee demanded from the Promoters and the promoters have given inspection to the Allottee of all the documents of title relating to the said land, the development Agreements and the plans, designs, and specifications prepared by the Promoters Architect, and of such other documents as are specified under The Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) (Registration of Real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 (hereinafter referred to as "THE SAID ACT") and the rules made thereunder;

AND WHEREAS after the Allottee enquiry, the Promoters have requested the Allottee to carry out independent necessary search of the said

property by appointing his/her/their own Advocate and to submit any queries, he/she/they have regarding the title and the nature of the title and get himself/ herself/ themselves satisfied in respect of the marketable title of the Owners to the said project lands and the rights of the Promoters in relation thereto;

AND WHEREAS the Allottee/s has/have satisfied himself/herself /themselves about the same and applied to the Promoters for allotment, to the Allottee, the said Apartment.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the 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.

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

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 and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS the authenticated copies of the plans and specifications 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 Promoter has got some of the approvals from the concerned local authority (s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from the various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said Plans;

AND WHEREAS after scrutinizing of all the documents and after having satisfied about the title of the owners to the said project land as well as about the authority of the Promoters, the Allottee applied to the Promoters for allotment of Apartment No. ----- on the ----- of the Building No. B being constructed by the Promoters in and upon the said project lands.

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 the Promoters have offered to sell the said Apartment to the Allottee at and for a total consideration of Rs. -----/- (Rs. ----- Only), which is also accepted by the Purchaser and on the terms and conditions hereinafter appearing;

AND WHEREAS at the time of execution of these presents, the Allottee has paid to the Promoters a sum of Rs. -----/- (Rs. ----- Only) by cheque No. ----- dated ----- and drawn on -----
----- Being the part payment of the sale price of the Apartment agreed to be sold by the Promoters to the Allottee as an advance payment, subject to realisation of the same the payment & receipt whereof the Promoters do hereby admit and acknowledge and the Allottee have agreed to pay to the Promoters the balance of the sale price in the manner hereinafter appearing;

AND WHEREAS under Section 13 of the said Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Promoters is required to execute a written agreement for sale of the said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act;

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

1. The Promoters herein shall construct the said building no. B consisting of -----floors (----- +-----) on the said project land in accordance with the plans, designs and specifications approved by the concerned Local Authority, from time to time and which have been seen and approved by the Allottee, subject to such alterations and modifications as are necessary or may be required by the concerned local Authority/ Government to be made in them or any of them.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of the type of carpet area admeasuring _____sq.mtrs on _____

floor in the building _____/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. _____/- including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. _____ situated at _____ Basement and/or stilt and/or _____ podium being constructed in the layout for the consideration Rs. _____/-

(iii) The Allottee hereby agree to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. - _____/-

1 (b). The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-

1 (c). The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____ only), being 10 % of the agreed consideration, as advance payment or application fee and hereby agrees to pay that Promoter the balance amount of Rs. _____/- (Rs. _____ Only) in the following manner -

INSTALLMENTS:

Rs. _____/- (Rs. _____ Only) being 20% of the agreed consideration, to be paid by the Allottee to the Promoters at the time of execution of these present.

Rs. _____/- (Rs. _____ Only) being 15% of the agreed consideration, to be paid by the Allottee to the

Promoters on completion of the plinth of the Building No. B, in which the said apartment is located.

Rs. -----/-

(Rs. ----- Only) being 25% of the agreed consideration, to be paid by the Allottee to the Promoters on completion of the slab of the Building No. B, in which the said apartment is located.

Rs. -----/-

(Rs. ----- Only) being 5% of the agreed consideration, to be paid by the Allottee to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the Building No. B, in which the said apartment is located.

Rs. -----/-

(Rs. ----- Only) being 5% of the total consideration, to be paid by the Allottee to the Promoters on completion of the Sanitary fittings, staircase, lift wells, lobbies upto the floor level of the Building No. B, in which the said apartment is located.

Rs. -----/-

(Rs. ----- Only) being 5% of the total consideration, to be paid by the Allottee to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building No. B, in which the said apartment is located.

Rs. -----/-

(Rs. ----- Only) being 5% of the total consideration, to be paid by the Allottee to the Promoters 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 No. B, in which the said apartment is located.

Rs. -----/- (Rs. ----- Only) against and at the time of handing over of the possession of the apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

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, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter) up to the date of handing over the possession of the Apartment.

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 subsequent payments.

1(f). The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments@____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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 variation cap of three percent. The total price payable for 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 Promoters hereby agree to observe, perform and comply with all the terms, conditions, restrictions and stipulations if any which may have been or which may be imposed by local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the apartment to the Allottee, obtain from the concerned local authority 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 installment 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 . ("Payment Plan")

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize floor space Index of _____ by availing of TDR or FSI available on payment of premium 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 _____ 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.

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 installments, the Promoter shall at his own option, may terminate this agreement.

Provided that, Promoter shall give notice of fifteen day 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 installments of sale consideration of the apartments which may till then have been paid by the Allottee to the Promoter.

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

6. The Promoter shall give possession of the apartment to the allottee on or before ____ day of ____ 2017. If the Promoter fails or neglects to give possession of the Apartment to the allottee on account of reason 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 -

(ii) War, Civil Commotion or Act of God.

(iii) Any notice, order rule, notification of the Government and / or other public or Competent Authority,

7.1 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the (Apartment) to the Allottee in terms of this Agreement to be taken

within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the (Apartment) to the Allottee . The Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The allottee agree (s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

7.2 The Allottee shall take possession of the apartment within 15 days of the written notice from the promoter to the allottee intimating that the said apartments are ready for use and occupancy.

7.3 Failure of Allottee to take possession of (Apartment): Upon receiving a written intimation from the Promoter as per clause 8.1, 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 8.1 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. The allottee/s shall not, without the prior written consent of the Promoter to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water

proofing of the flooring of the said unit and do or omit to do any act which may result in damage to the said unit. If any of such works are carried out without the written consent of the Promoter, the liability of the promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards items/ Goods/ systems such as lifts, fire- fighting Equipment, solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary fittings and C.P. fittings to be provided by the Promoter in the said project and / or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the manufactures of such items/ goods/ systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ units in the said project.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which his not applicable) He shall use the garage or parking space only for purpose of keeping or parking vehicle.
9. The allottee along with other allottee (s) of apartments in the building shall join in forming and registering the society or association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society or association or Limited Company and for becoming a member, including the bye-laws of he proposed Society and duly fill in sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and /or

Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months from the date of procuring occupation/ completion certificate of the said Building No. B cause to be transferred to the society or Limited Company all the right, title and interest of the Vendor/ Lessor/ Original / Owner/ Promoter and / or the owners in the said structure of the Building or wing in which the said apartment is situated.

9.2 The Promoter shall within three months from the date of procuring occupation/ completion certificate of the said Building No. B cause to be transferred to the Federation/ Apex body all the right, title and the interest of the Vendor/ Lessor/ Original Owner/ Promoter and / or the owners in the project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the allottee that the 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 or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. 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. _____/- per month towards the outgoings. The amount so paid by the

Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance. Assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/ assignment of lease being executed

for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be.

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 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 &

vi) Rs. -----/- for deposits of electrical receiving and Sub Station provided in layout.

11. The Allottee shall pay to the Promoter a sum 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 or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/ wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges

payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER-

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

- i) The Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual physical and legal possession of the project land for the implementation of the Project.
- ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii) There are no litigations pending before any Court of law with respect to the project land or 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 time, 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/Plot) 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/plot) to the Allottee in the manner contemplated in the 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 duty paid and shall continue to pay and discharge undisputed Government 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.
14. 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 -
- (A) To maintain the Apartment at Allottee's own cost in good tenantable repair and condition from the date 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, staircase or any passages which may be against the rules, regulation or bye-laws of the concerned local authority 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.

(B) Not to store in the Apartment any goods which are hazardous, combustible or of 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 not carry or caused to be carried heavy packages to the upper floors 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 the entrance 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.

(C) To carry at their own costs all the internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters 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 given the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the concerned local authority and/or other public authority.

(D) 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 whatsoever nature in or to the Apartment or any part thereof, nor any alternation in the elevation and outside colour scheme of the Building in which the Apartment is situated and shall keep the portions, sewers, drain pipes, in the Apartment and appurtenances

thereto in good tenantable repair & 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 damage to columns beams, walls, slabs on RCC parts or other structural parts in the Apartment without the prior written permission of the Promoters and/or the Society or the Limited company or an Association of Apartment owners.

(E) Not to do, or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the building in which the Apartment is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

(F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the buildings in which the Apartment is situated.

(G) Pay to the Promoters within seven days of the demand by the Promoters, his share of security deposit demanded by concerned local authority or government for giving water, electricity, or any other service connection to the building in which the Apartment is situated.

(H) 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 the user of the Apartment by the Allottee viz- user for any purpose other than for residential purpose.

(I) The Allottee shall not let, sublet, transfer, assign or part with the Store purchaser/s interest or benefit factor of this Agreement or part with the possession of the Store without the prior written consent of the Promoters

(J) The Allottee shall observe and perform all the rules and regulations which the society or the limited company or the association of apartment owners 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 buildings and the Apartment therein and for the observance and performance of the building Rules, Regulations and the bye-laws for the time being of the Concerned Local authority and of the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the society/Limited Company/Association of Apartment Owners regarding the occupation and the use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this agreement.

(K) Till a conveyance of Building in which the Apartment is situated is executed in favour of Society / Limited Society, the Allottee shall permit the Promoters and their surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and the Buildings or any part thereof to view and examine the state and condition thereof.

(L) Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purpose for which they have been received.

16. Nothing contained in this agreement is intended to be nor shall be construed as a grant demise or assignment in law, of the said apartments or of the said plot and building or any part thereof. The allottee shall have no claim save and except in respect of the apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies staircase,

terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the society/ limited Company or other body and until the project land is transferred to the Apex Body / Federation as hereinbefore mentioned.

17. 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 not withstanding 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).

18. BINDING EFFECT

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

19. ENTIRE AGREEMENT

This agreement along with its schedules and annexures, constitutes the entire agreement between the parties with respect to the subject matter

hereof and supersedes any and all understandings , any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the parties in regard to the said apartment/plot/building as the case may be.

20. RIGHT TO AMEND

This agreement may only be amended through written consent of the parties.

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

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

22. SEVERABILITY

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

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

Wherever in this agreement it is stipulated that the Allottee has to make any payment in common with other allottee(s) in project the same shall be in proportion to the carpet area of the (apartment) to the total carpet area of all the (apartment) in the project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee and the promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the allottee or the promoter by registered post A.D. and notified Email ID/ Under Certificate of Posting at their respective address specified below :

____ Name of Allottee
____ (Allottee's address)

Notified Email ID:

M/s. ____ Promoter name
____ (promoter's address)

Notified Email ID:

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration: The charges towards stamp duty and registration of this agreement shall be borne by the allottee.

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

31. GOVERNING LAW

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

32. RESTRICTIONS ON THE ALLOTTEE

i) It is hereby specifically recorded and agreed by the Allottee/s that the Allottee/s shall not let or give on leave and license basis or on cot basis to any student/s as the same may cause nuisance or annoyance and any act in contravention of this clause by the Allottee shall be deemed and treated as breach of the terms and conditions of this agreement by the Allottee and the promoters shall be entitled to terminate this agreement in terms of the aforesaid terms and conditions.

ii) It is hereby specifically recorded that the Allottee shall not be entitled to and shall have no right or authority to complain about the use of the commercial premises/shops from the said project/building for the purposes of Hotel/Restaurant/Bar etc.

33. ALLOTTEE AS INVESTORS

That the Allottee/s is/are the Investor/s and have agreed to purchase/acquire the said Apartment from the Promoters as investors.

34. DAMAGES IF THE ALLOTTEE CANCELS THE AGREEMENT

That if the Allottee/s cancel the said agreement, without any lawful reason i.e. without any fault of the Promoters, then, while returning the amount paid by the Allottee/s to the Promoters, till then, the Promoters shall be entitled to and shall have every right and authority to deduct an amount of Rs. _____/- (Rs. _____ Only) from the payable amount, as damages of the Promoters on account of cancellation of the agreement by the Allottee/s.

35. DISCLOSURE BY THE PROMOTER

It is hereby specifically recorded and disclosed to the Allottee that an area of 228 sq.mtrs out of the Ground Floor Parking Space is reserved for BRT Parking, which shall be handed over by the Developers to PCMC, in near future and the Allottee shall neither claim any right over the said reserved

parking space, reserved for BRT parking nor shall object /restrict/prevent the developers from delivering the vacant and peaceful possession of the said reserved parking space to PCMC.

36. VALUATION FOR THE PURPOSES OF PAYMENT OF STAMP
DUTY

The agreed consideration of Rs. -----/- (Rs. ----- Only) is the true and correct market value of the said Apartment. As per the guide lines issued by the State Government for the purposes of levy of stamp duty the valuation of the said Apartment is ascertained as follows:-

A. Location: Zone No. ----- of -----

B. Valuation of the said Apartment = ----- X -----/- = Rs. -----/-

C. Valuation of the said attached terrace: --- X -----/- X 40% = Rs. -----/-

D. Valuation of the said parking: --- X -----/- X 40% = Rs. -----/-

Hence the total valuation comes to Rs. -----/- (Rs. ----- Only). Hence the stamp duty is paid upon Rs. -----/- (Rs. ----- Only) being the higher amount.

SCHEDULE (I) ABOVE REFERRED TO

a. All that piece and parcel of property bearing S.No. 86 Hissa No. 1, admeasuring an area of 00 H. 26 R of Village Wakad and lying being and situate at Village Wakad, Taluka Mulshi, Dist. Pune within the registration District Pune, Sub District Haveli, Taluka Pune and also within the limits of Pimpri Chindhwad Municipal Corporation and bounded as under:-

ON OR TOWARDS EAST	: By S. No. 87/1+2/A.
ON OR TOWARDS SOUTH	: By Road
ON OR TOWARDS WEST	: By S. No. 86
ON OR TOWARDS NORTH	: By S. No. 91/1

Together with all the heridetament and rights attached thereto.

b. All that piece and parcel of property admeasuring an area of H. 00 Aars 04.63 i.e. 463 sq.mtrs out of S.No. 86 Hissa No. 2B of Village Wakad and lying being and situate at Village Wakad, Taluka Mulshi, Dist. Pune within the registration District Pune, Sub District Haveli, Taluka Pune and also within the limits of Pimpri Chindhwad Municipal Corporation and bounded as under:-

ON OR TOWARDS EAST	: By S. No. 86/1
ON OR TOWARDS SOUTH	: By Road
ON OR TOWARDS WEST	: By part of S. No. 86/2B
ON OR TOWARDS NORTH	: By part of S.No. 86/2B

Together with all the heridetament and rights attached thereto.

SCHEDULE (II) ABOVE REFERRED TO

COMMON AREAS AND FACILITIES

(A) COMMON AREAS:

- (1) Open space adjacent to the building.
- (2) Open space marked for Cycle parking situated towards the Compound wall, for all the Allottee, who have not purchased any type of parking spaces.
- (3) Staircase/s landings of all buildings is for the common use of the occupants and/or the Allottee in the respective buildings.
- (4) Overhead Terrace

(B) RESTRICIED AREAS:

Parking spaces/terrace or part thereof allotted to any Allottee.

(C) COMMON FACILITIES:

- (1) RCC frame work structures of the building/s.
- (2) Drainage and water line network.
- (3) Plants or trees planted or to be planted in the open space around water connections, pump sets, etc.,
- (4) Light points on the internal road, light points outside the buildings and in the staircase/s as well as in Car Park and the lights on the terrace.
- (5) Electric meters and Water meters connected to common lights Water connections, pump sets etc.
- (6) Overhead water tank and under ground water tank shall be common alongwith the one pump sets.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY, MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED)
 AND DELIVERED BY)
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 PROMOTERS IN)
 PRESENCE OF.)
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SIGNED, SEALED)
 AND DELIVERED BY)
 THE WITHIN NAMED)
 ALLOTTEE IN)
 PRESENCE OF.)
) ALLOTTEE

WITNESSES:

1.

NAME :

ADDRESS :

2.

NAME :

ADDRESS: