

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this ____ day of _____ 2022.

BETWEEN

M/s. Rashmi Commercial Company Ltd., a limited Company registered under the Companies Act, 1956 having its registered office at 7th floor, Vasundhara, 2/7, Sarat Bose Road, Kolkata 700 020, and Pune Office at A-313 & 314, City Point, 17, Boat Club Road, Pune 411 001 and hereinafter referred to as the **“PROMOTERS/OWNERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators & successors-in title and assigns) through any of its authorized Directors Mr. Basant Kumar Almal, Age 72 years or Amit Almal, Age 46 years.

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

AND

Mr./Mrs. M/s. _____, Age ____ years, PAN : _____,
Mr./Mrs. M/s. _____, Age ____ years, PAN : _____,
residing at _____ and hereinafter referred to as the **“ALLOTTEE/S”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

....ALLOTTEE/S
.. OF THE OTHER PART

WHEREAS the Promoters abovenamed are the owners of and otherwise well and sufficiently entitled to the property admeasuring 00 Hectares 46 Ares i.e. 4600 sq. mtrs. (Inclusive of an area admeasuring 1000.08 sq. mtrs. subsequently surrendered to Pune Municipal Corporation under road widening and amenity space) out of land bearing S. No. 36, Hissa No. 4 (part), totally admeasuring 00 Hectare 91.23 Ares, situated at Village Balewadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune hereinafter referred to as **“the larger land”** and more particularly described in the Schedule IA hereunder written.

AND WHEREAS the Promoters abovenamed have acquired the said larger land from its erstwhile owners Mr. Sadashiv Shripati Balwadkar and others vide Sale Deed dated 26/09/2008 registered at the Office of the Sub-Registrar Haveli No. 11 at Serial No. 9508/2008 and the names of the Promoters/Owners has been duly mutated on the revenue records vide Mutation Entry No. 6354 dated 01/01/2009. However, the said mutation entry was not eventually finally certified. The same has been since recorded on the name of Promoter/ Owners herein vide Mutation Entry No. 8672 dated 06/10/2017.

AND WHEREAS thereafter an area admeasuring 1,000.08 sq. mtrs. out of the Promoters' holding of 00 Hectare 46 Ares was surrendered to the Pune Municipal Corporation as recorded vide mutation entry no. 7784 dated 25/09/2013. Consequently, the name of M/s. Rashmi Commercial Company Limited i.e. the Promoters (after deducting the said area of 1,000.08 sq. mtrs. mentioned above) has been duly recorded on the 7/12 extract for an area admeasuring 00 Hectare 36 Ares vide Mutation Entry No. 8672 dated 06/10/2017 which has been duly certified on 07/04/2018.

AND WHEREAS as per Sale Deed dated 13/09/2013 registered at the Office of the Sub-Registrar Haveli No. 10 at Serial No. 10590/2013, a portion of land totally admeasuring 1000.08 sq. mtrs. comprising of an area/land admeasuring 635.28 sq. mtrs. earmarked for Amenity Space and an area/land admeasuring

364.80 sq. mtrs. earmarked for D.P. Road out of the said larger land has been handed over by the Promoters/Owners to the Pune Municipal Corporation and the same has been duly recorded on the revenue record vide Mutation Entry No. 7784 dated 25/09/2013.

AND WHEREAS accordingly the Promoters/Owners had for the purpose of implementing the proposed building project contemplated an area admeasuring 3599.92 sq. mtrs. (inclusive of FSI/FAR availed of in lieu of the area earmarked for D.P. Road, Amenity Space and the right of way granted therefrom being the 2.25 mtr. internal road on the north abutting the 9 mtr. road shown in sanctioned plan) out of the said larger land hereinafter referred to as the **“said entire project land”** and more particularly described in Schedule IB written hereunder.

AND WHEREAS the Promoters are in possession of the entire project land.

AND WHEREAS the Pune Municipal Corporation (PMC) has sanctioned the building layout and the plans for construction of the buildings for residential units on the said larger land vide initial sanction vide Commencement Certificate bearing No. CC/3711/07 dated 05/03/2008 duly revised vide Commencement Certificate No. CC/2430/10 dated 26/10/2010 and further under Commencement Certificate No. CC/2093/14 dated 13/10/2014 and further under Commencement Certificate No. CC/1436/21 dated 27/08/2021 pursuant to Unified Development Control and Promotion Regulations for Maharashtra State.

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated 26/10/2010 bearing No. PRH/NA/SR/401/2005, permitted non-agricultural use of the said larger land for residential purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Promoters propose to construct on the entire project land in multiple phases the project named and styled as **“The Terraces” as under:**

- A]** “**The Terraces Phase 1**” comprises of Wing A having Basement + Ground/Stilt Floor + Eleven (11) Upper Floors consisting of 10 self contained residential units/duplex on a portion of land admeasuring 440.30 sq. mtrs. consuming an aggregate FSI/FAR/TDR of 2,282.56 sq. mtrs. alongwith entitlement to all the committed common amenities in common with buyers in subsequent phases including Phase 2 including Lawn, Swimming Pool, Electrical Transformer, Generator, Gym with Washrooms on the First Floor of Wing A & Multipurpose Hall on the First Floor of the Wing B and the same is duly completed and a Completion Certificate for Wing A (Phase 1) therefor has been issued by the Pune Municipal Corporation bearing No. OCC/1508/14 dated 12/03/2015
- B]** “**The Terraces Phase 2**” shall comprise of the Wing B shall have 11 floors with 20 residential units having presently sanctioned Basement + Ground/Stilt Floor + Seven (7) Upper Floors consisting of 12 self contained residential units/Apartments utilizing a presently sanctioned FSI/FAR of 2,874.76 sq. mtrs. with a proposed potential to construct/develop/additional upper storeys upto the Eleven (11) floors having 8 additional units or as may be as permissible and sanctioned vide the revised plans by consuming and utilizing the proposed FSI / FAR / Potential of 4,585.90 sq. mtrs. more or less in terms of the Unified Development Control and Promotion Regulations for Maharashtra State and shall also further include the allowable/unconsumed/unutilized potential of FSI/FAR for construction in such phase or in further phase/s thereafter as may be subsequently registered (alongwith entitlement to all the committed common amenities of the Project in common with Allotees of Phase 1 and all further phases including Lawn, Swimming Pool, Electrical Transformer, Generator, Gym with Washrooms on the First Floor of Wing A & Multipurpose Hall on the First Floor of the Wing B.

Allotees are made aware that the permissible FSI for entire Project land is currently 14,399.68 sq. mtrs. which is over and above the permissible FSI being

consumed in the Phase 1 and 2 including the sanctioned and proposed upper floors of The Terraces Phase 2 being 6,868.46 sq. mtrs.

Each phase will constitute a separate independent project with only sharing of common lobbies, areas and facilities of the Project “**The Terraces**” developed on the **Entire Project Land** eventually to be transferred to an Apex Body /such legal entity constituted of the Association of Allottees of all phases or jointly or collectively to the Association of Allottees (such as Co-operative Housing Society /Condominium /Limited Company) formed of all the phases in the project or in such manner as may be permissible in law and upon completion of the Entire Project, the land under the buildings of all the phases will also eventually be conveyed to the said Apex Body or collectively to the Association of Allottees of all the phases in the project.

It is also reiterated, confirmed and declared by the Promoters/Owners that provisions have been made under the Agreement with the Allottees of the Phase 1 of the Project that the amenities and facilities made available for the project (Phase 1), such as Lawn, Swimming Pool, Electrical Transformer, Generator, Gym on the First Floor of the Wing A & Multipurpose Hall on the First Floor of the Wing B, etc. shall be made available to and utilized by the Allottee/s of Phase 2 and further phase if any in common.

AND WHEREAS accordingly the Promoters/Owners now propose to implement the proposed The Terraces Phase 2 contemplated herein on an area admeasuring 440.30 sq. mtrs. constructed upon a common basement and Ground Floor having the common entrance lobby and the common spaces of Phase 1 and 2 out of the said entire project land and which current The Terraces Phase 2 land is hereinafter referred to as the “**said project land**” is more particularly described in Schedule IC written hereunder.

AND WHEREAS the Promoters/Owners are entitled and enjoined upon to construct building/wings on the said project land in accordance with the sanctioned layout and recitals hereinabove;

AND WHEREAS the Promoters have registered the Project "The Terraces Phase 2" as an ongoing project under the provisions of the Act with the Maharashtra Real Estate Regulatory Authority registration No. P52100004039 dated 07/08/2017 with mandated extension granted pursuant thereto due to force majeure circumstances. However due to market conditions and subsequent pandemic conditions the Promoters did not commence the project nor they did enter into any sale for any unit with any Allottee / third party nor have they create any rights of third party in respect of the project in any manner. The Promoters have thereafter revised / propose to revise the entire project The Terraces Phase 2 in terms of the current Unified Development Control and Promotion Regulations for Maharashtra State and the same has been duly modified with the Maharashtra Real Estate Regulatory Authority bearing registration No. P52100004039 dated _____ - the self-attested copy of which has been annexed hereto and marked as **Annexure F**.

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number _____ on the _____ floor, (hereinafter referred to as the said "**Apartment / Unit**") in the Wing B (hereinafter referred to as the said "**Building**") being constructed in the project named and styled as "**The Terraces Phase 2**" by the Promoters/Owners;

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 appointed a structural Engineer Shri Sunil Mutalik of M/s. Sunil Mutalik & Associates for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional

supervision of the Architect and the structural Engineer till the completion of the building/buildings or as may be mutually agreed provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS by virtue of the Sale Deed dated 26/09/2008 the Promoters / Owners alone have the sole and exclusive right to sell the units in the said building/Wing to be constructed by the Promoters/Owners on the said project land and to enter into Agreement/s with the allottee(s)/s of the units to receive the sale price in respect thereof.

AND WHEREAS on demand from the Allottee/s, the Promoters/Owners have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's Architects Architect Vikas Bhandari (CA/83/7858) and Liaison Architect Architect Abhijit Konde of M/s Crystal Arch (CA/98/23233) and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;

AND WHEREAS the Allottee hereby acknowledges that,

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

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

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

AND WHEREAS the self-attested 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 Promoters/Owners to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure B**.

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

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

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

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

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

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

AND WHEREAS the carpet area of the Apartment/ Unit in the Project shall mean the net usable floor area of an apartment, measured from the unfinished surface of walls, 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.

Explanation: The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars.

For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.

AND WHEREAS, the Parties hereto relying on the respective confirmations, presentations and assurances of each other to faithfully abide by all the terms,

conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and condition hereinafter;

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

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

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

1. The Promoters shall construct "**The Terraces Phase 2**" as per the current sanction shall comprise of the Wing B having presently sanctioned Basement + Ground/Stilt Floor + Seven (7) Upper Floors consisting of 12 self contained residential units / Apartment utilizing a presently sanctioned FSI/FAR of 2,874.76 sq. mtrs. with a proposed potential to construct/ develop 20 units by constructing additional upper storeys upto Eleven (11) floors or as may be as permissible and sanctioned vide the revised plans by consuming and utilizing the proposed FSI/ FAR/ Potential of 4,585.90 sq. mtrs. more or less in terms of the Unified Development Control and Promotion Regulations for Maharashtra State and shall also further include the allowable /unconsumed / unutilized potential of FSI/FAR

for construction in such phase or in further phase/s thereafter as may be subsequently registered on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The said unit is allotted to the Allottee/s herein alongwith entitlement to all the amenities of the Project in common with all the Allottee/s of Phase 1 and all further phases including Lawn, Swimming Pool, Electrical Transformer, Generator, Gym with Washrooms on the First Floor of Wing A & Multipurpose Hall on the First Floor of the Wing B.

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

1(a)

- (i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Apartment / Unit No./ _____ of the type _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in Wing B of the project named and styled as **“The Terraces Phase 2”** (hereinafter referred to as **"the Apartment / Unit"**) and described in Schedule “A” attached hereto alongwith the usable floor of the attached exclusive balcony admeasuring _____ sq. mtrs. and attached exclusive terrace admeasuring _____ sq. mtrs as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2/ D for the lump sum consideration of Rs. _____/- inclusive of 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 Schedule II annexed herewith.

- (ii) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s ____ Nos. covered parking spaces (comprising of __ Single and __ Double/Tandem) bearing Nos. ____ and ____ situated at Basement and/or ground 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 covered parking spaces is thus Rs. _____/-.

The Allottee/s hereby agree and affirm that he/she/they have no objection to the allocation of the open parking space, if any, to him/her/them and/or to the other Allottees in the said project subject to the applicable rules & regulations as may eventually be framed and implemented by the Association of Allottees with reference thereto.

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

Payment Schedule		
Stages	% Payment	Amount
On Booking	10%	-
On/after execution of Agreement	20%	-
On completion of Plinth of the building /wing in which the said Apartment is located	15%	-
On completion of the 4 th (fourth) Slab of the Building or Wing in which the said Apartment is located	7%	
On completion of the 7 th (seventh) Slab of the Building or Wing in which the said Apartment is located	6%	
On completion of the 10 th (tenth)	6%	

Slab of the Building or Wing in which the said Apartment is located		
On completion of the 13 th (thirteenth) Slab of the Building or Wing in which the said Apartment is located	6%	
On completion of the internal walls of the said Apartment	5%	
On completion of the flooring of the said Apartment	5%	
On completion of the electrical wiring and concealed plumbing work of the said apartment	5%	
On completion of the external plaster, terraces with waterproofing, of the building or wing in which the said Apartment is located	5%	
on completion of the lifts, water pumps, entrance lobby/s of the building or wing in which the said Apartment is located	5%	
against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
Total	100%	-

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE PAYMENTS PAYABLE TO THE PROMOTER ON ANY ACCOUNT WHATSOEVER, TIME IS THE ESSENCE OF THE CONTRACT.

It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective

stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The time lines prescribed are tentative and notwithstanding anything contained to the contrary the Allottee will not be entitled to claim relief from payment of any instalment if completed prior to the stipulated date on such ground.

the aforesaid installments of payments are modified by mutual consent of the parties hereto in view of the rebate in the consideration offered by the Promoters and accepted by the Allottee/s thereagainst and therefore henceforth cannot be disputed or disclaimed by either party

- 1(d) As the agreed sale price of the said Apartment is more than Rs.50,00,000/-, the Allottee/s herein shall be obliged to deduct "TDS" @1% or as then applicable, and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.
- 1(e) Provided however that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged/credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4

months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.

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

the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.
- 1(h) 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 Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(i) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet

area allotted to Allottee/s, the Promoters 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 per square meter as agreed in Clause 1(a) of this Agreement.

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

2.

- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.

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

3. The Owners/Promoters hereby declare that the Floor Space Index available as on date in respect of the said entire project land is 14,399.68 sq. mtrs. and Promoters have planned to utilize Floor Space Index of 4,585.90 sq. mtrs. more or less by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI / ancillary FSI as permissible in the Unified Development Control and Promotion Regulation for Maharashtra state 2020 or any increased FSI which may be available in future on modification to Unified Development Control and Promotion Regulation for Maharashtra state 2020 which are applicable to the said Project. The residual FAR (FSI) in the Project land/Entire Project Land not consumed will be available to the Owners/Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the building/wing B being put-up and / or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the right to put additional storeys and / or consume the balance Floor Space Index in any manner the Owners/Promoters may deem fit either on the said Project Land and /or any other land of the Owners/Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Owners/Promoters choose. The Owners/Promoters have accordingly disclosed the Floor Space Index/Area of 4,585.90 sq. mtrs. more or less as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owners/Promoters by utilizing the proposed FSI and on the understanding that the remaining FSI shall belong to Owners/Promoters only.

4. The Promoters/Owners hereby agree that they shall, before handing over possession of the Apartment to the Allottee/s and in any event before execution of a conveyance of the said structure of the said Wing B with respect to the Phase 2 (excluding the basement, ground floor and common areas on 1st floor of Wing B) in favour of Association of Allottees to be formed by the Promoters/Owners comprising of the Allottee/s of Apartments/Units in the

building/Wing B constructed on the said project land which may be a "Condominium of the Apartment Holders/ Co-operative Housing Society Ltd/ Limited Company" as the Promoters/Owners may in their sole discretion opt (hereinafter also referred to as the Association of the Allottees) make full and true disclosure of the nature of his title to the said structure of the said Building/Wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/Wing B, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Promoters/Owners have absolute, clear and marketable title to the said structure of the said building or wing.

5.

- 5.1 The Allottee (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.
- 5.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (5.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing default of payment of installments, the Promoters shall be entitled at their own option, to terminate this Agreement:
- 5.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project due

to such delay as provided herein, 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.

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

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

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

7. The Promoters shall give possession of the Apartment to the Allottee/s on or before _____ day of _____ 20____. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of

reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Apartment to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.

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

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

Notwithstanding anything contained to the contrary herein it is hereby stipulated and agreed that due to the force majeure circumstances occasioned by the COVID 19 situation ongoing in the country there are certain entitlement & extensions available/granted under the various applicable laws and statutes and/or ordained from time to time and which the Promoters shall, if warranted and applicable, avail.

8.

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

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

8.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and

duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession.

- 8.4. The allottee shall at the time of receiving possession ;
- a. execute the acknowledgement of receipt of possession of the Unit, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any, in terms of the meaning of the carpet area hereinabove enumerated.
 - b. Allottee/s shall also execute the necessary indemnities and undertaking regarding overall maintenance of the Unit and the building, payment of contributions to the condominium or Society of Allottee/s, maintenance and upkeep of the common amenities, facilities and areas.
- 8.5 If within a period of five years from the date of completion certificate of the Unit, the Allottee brings to the notice of the Promoters any structural defect in the Unit or the building in which the Unit is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of completion Certificate of the Unit, on payment of such fee as may be determined by the Regulatory

Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

The Allottee has been made aware that the Common Areas / Amenities have been completed and are being used and utilized by the allottees / occupants of the units in Phase 1 since 1st July 2015.

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

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

(ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

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

(iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Units and the common project amenities wherever applicable.

(iv) That the Allottee/s has/have been made aware and the Allottee/s expressly agree/s that the regular wear and tear of the unit / wing / building / phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

(v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing/building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

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

10. The said unit is agreed to be sold subject to :
- 10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
- 10.2. Its present permitted user as residential and/or other permissible users.
- 10.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
- 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall not be required to show the creation of or define or apportion any burden.
- 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters/Owners, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the

Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.

- 10.6. The Promoters have duly intimated to the Allottee/s that as per prevailing Development Control Rules and Regulations, mandatory REFUGE AREAS are marked in each Building and the said spaces are kept open for assembly of all residents from floors from the building in case of unexpected accidental or troublesome incidences or casualty. Such assembly areas / points are at all times required to be kept open and unoccupied by all Allottees, including Allottee/s under this Agreement. The Allottee/s along with other Allottees shall maintain these spaces at their own responsibility and efforts. Immediately after formation of the Unit association and / or after formation of the Ad-HOC Body / Management Body for the said condominium /association / society, the responsibility of management and maintenance of these spaces shall vest upon the Unit association / society and such Association of Allottees shall be solely responsible to manage and maintain the spaces at their own cost, responsibility and risks, without making the Promoters anyway liable or responsible for the same. No Allottee is allowed or permitted to dump or store any material in these areas and the Refuge Areas of prescribed floors from the said Building has to be vacant and open for all time.
- 10.7. The Allottee/s is/are made aware that the Promoters have unutilized /unconsumed FSI/FAR beyond the proposed 11th floor on the Wing B and shall be entitled to utilize for the same as they deem fit and the Promoters may at the their discretion consume and utilize the balance FSI/FAR by construction of additional upper floors in the Wing being constructed and/or proposed to be constructed and will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that the Allottee/s shall have no entitlement whatsoever

against the Promoters if the Promoters desirous /deem fit to utilize the same in the current phase/further phase upon the said building/wing B. The Allottee/s agree and consent that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the Promoters/Owners and Allottee/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All Allottee/s in all phases shall have free access to all phase's i.e. entire project.

- 10.8. The said Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)
- a. The access to the individual apartments shall be as per the sanctioned plan and/or revised plan from time to time.
 - b. Air-Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only.
 - c. There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
 - d. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
 - e. Construction of lofts and other civil changes done internally (including and not limited to drilling, core cutting, chasing, etc) shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be

implemented only after prior written consent of the Promoters/Owners and the R.C.C Consultants.

- f. The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler. It is specifically made clear that any 3-wheelers/tempo/commercial vehicle of any kind, shall not be parked in the said residential parking area.
- g. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
- h. No sign board/s, neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- i. The Construction of chimneys, hanging telephone wires and broadband connections, electric connections, connections for computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the manner prescribed by the Promoters/Owners in writing.
- j. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.
- k. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace / Service Balcony / Utility Areas.

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

12. The Promoters shall, as aforesaid, for the formation and registration of the said legal entity (Association of Allottees) comprising of either singular or multiple (as per discretion of the Promoter) Condominium of the Unit holders or a Co-operative Housing Society or a Company or any other legal entity of allottees for a single building or building/s or wing or phase of the said building in the layout, submit the application in that behalf to the Registrar for registration of the Co-operative Societies under the respective applicable laws i.e. the Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co-operative Societies Act, 1960 or the Companies Act, 2013 or any other Competent Authority as the case may be, within three months from the date on which 51% (fifty one per cent) of the total number of allottees in such a building or a wing or a phase, have booked their Unit and thereafter the co-operative society/condominium/limited company/other legal entity of phase or wing or building shall form and register a Co-operative Housing Association /Association of Society /Apex or Federal Society/Legal Body/Limited Company in which all the co-operative society/

condominium / limited company/Other legal entity formed for Phase/s /Building/Wing shall be inducted. The Promoters shall make an application for formation and registration of such Co-operative Housing Association /Association of Society / Apex or Federal Society/Legal Body/Limited Company within a period of three months from the date of the receipt of the occupancy certificate of the last of the Phase/s /Building/Wing which was to be constructed in the Layout.

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

- i. the Owners/Promoters may form and register separate co-operative society/condominium/limited company/other legal entity for each Phase /Building/Wing in the scheme for better and smooth and proper administration and each co-operative society/ condominium/limited company/other legal entity shall maintain the units and the Phase or Building or Wing;
- ii. the co-operative society/condominium/limited company/other legal entity of phase or wing or buildings shall form and register a Co-operative Housing Association / Association of Society / Apex or Federal Society/Limited Company in which all the co-operative Society/ Condominium/Limited Company/other legal entity formed for individual phase or wing or buildings shall become members and the Owners/Promoters shall get the conveyance/lease executed in favour of the Co-operative Housing Association / Association of Society / apex or the federal society/limited company or in the name of each individual co-operative society/condominium/limited company as permitted under law;
- iii. in case if such a Co-operative Housing Association / Association of Society / apex or federal society / limited company/condominium is not permissible or practicable then in such an event the Owners/Promoters shall get conveyance executed in favour of each individual co-operative society/ condominium/limited company/other legal entity, but for the

common administration and expenses the co-operative society/ condominium/ limited company/other legal entity shall form an association of persons/suitable legal entity and the Allottee hereby agrees to accept the same.

13. The Promoters shall convey the said super structure of the said Phase 2 in the building/wing B (excluding basement and ground floor and common areas on 1st floor of Wing B) in a Layout with clear and marketable title thereto (subject to his right to dispose of the remaining unsold Units, if any and to receive entire consideration in respect thereof) in favor of Condominium/Society/Limited Company of the Allottee/s within a period of three months from the date of issue of occupancy certificate.

The Promoters shall convey the entire undivided or inseparable land underneath building in the Layout in proportion to their respective share and interest in Phase 1 and Phase 2 and further Phases if any jointly with clear and marketable title thereto (subject to his right to dispose of the remaining unsold Apartments/Units, if any and to receive entire consideration in respect thereof) in favor of the Apex Body or Jointly in favour of the Condominium/Society/Limited Company of the Allottee/s of Phase 1 and 2 and further phases if any as the case may be within three months from the date of issue of occupancy certificate to the last of the last Phase.

The Association of Allottee/s and/or Apex Body as the case may apply is obliged without charge or consideration to admit all such Allottee/s of unsold units sold/transferred by the Promoters in the said Project.

14. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Unit is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Unit) of outgoings in respect of the said Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority

and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Project Land and building/s. Until the Condominium, Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoters such proportionate share of outgoings as under :

- 14.1. Maintenance amount for 12 months at Rs. _____/-per month, or such increased amount as maybe decided by the Promoter at the time of possession, to the Promoters/Owners/"Property Maintenance Services" an agency which is a professional maintenance company appointed by the Promoters/Owners for the benefit of the project.
- 14.2. This maintenance amount will be applicable for first 12 months only and it may be revised by the Promoters / said agency for further period. The Allottee herein agree that they will not demand any account of the same.
- 14.3 The above arrangements will be applicable till the date of handing over the charge of the said building/s to the Adhoc Committee/Association of Allottees OR 12 months from the date of possession /occupation whichever is earlier, and therefore any excess or deficit amount for the actual period as the case may be shall be payable or receivable by the Allottees on pro-rata basis and Allottees herein agree to and confirm to adhere to the same.
- 14.4. It is also agreed by the Allottees that they will, in addition to the amount stipulated hereinabove, pay a sum of Rs. _____/- towards the pro-rata security / maintenance deposit/ sinking fund.
- 14.5 The Promoters/Owners shall keep this deposit by way of Fixed deposit in the bank and shall spend for maintenance or shortfall in maintenance from

this deposit and interest accrued from such deposit until a conveyance / assignment of lease of the structure of the building or wing is executed in favour of the Condominium, Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters/Owners to the Condominium, Society or the Limited Company, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoters/Owners to terminate this agreement in accordance with the terms and conditions contained herein.

15. The Promoters reserve their right :
 - a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
 - b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
 - c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.
16. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters/Owners, the following amounts :-
 - (i) Rs. 600/- for share money, application entrance fee of the Condominium, Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. 25,000/- for formation and registration of the Condominium, Society or Limited Company/Federation/ Apex body.

- (iii) Rs. _____/- towards provisional monthly contribution towards outgoings of the Condominium, Society or Limited Company/Federation/ Apex body for 12 Months.
- (iv) Rs. _____/- towards the pro-rata security / maintenance deposit / sinking fund.

17. The Allottee shall pay to the Promoters a sum of Rs. 25,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with the cost of preparing and engrossing the conveyance or assignment of lease.

18. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters/Owners, the Allottees' share of stamp duty and registration charges payable and incidentals by the said Condominium, Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the land and structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said Project Land, the Allottee shall pay to the Promoters/Owners the Allottees' share of stamp duty and registration charges payable and incidentals, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project Land to be executed in favour of the Apex Body or Federation.

19. All the liability of GST or other levy /cess applicable or imposed by any government authority on this contract shall be entirely borne and paid/reimbursed by the Allottee/s to the Promoters/Owners immediately on demand, time being of the essence. The Allottee/s shall make payment of GST and/or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased

by the Government, the amount payable by the Allottee/s to the Owners / Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc.

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

20.

20.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :

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

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Project Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land, Building/wing and common areas;

- vi. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- ix. Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the Allottee/s that the common areas, facilities and amenities situated either in the project land and/or in the entire project land and/or in the layout are for the common use and enjoyment of all the allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas, facilities and amenities will stand transferred to an Apex Body constituted of all the Association of Allottees of all wings/buildings /phases (as the case may be) on completion of all the wings/buildings/phases in the entire project land.
- x. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to

the said project to the competent Authorities upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;

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

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

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

which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit 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. The Allottee/s shall not use the lift for carrying heavy material, packages, furniture or construction material.

- iv. To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Unit Allottee/s with the written consent and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which

the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Promoters and/or the Society or the Limited Company or Condominium of Unit Holders.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Project Land and the building in which the Unit is situated and ensure segregation and disposal of all waste as per the prevailing laws.
- viii. Without prior approval from all sanctioning authorities as well as the Promoters not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- x. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the

concerned local authority or Government or for giving water, electricity or any other service connection to the building in which the Unit is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.

- xi. To maintain his/ her/ their Apartment/ Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Apartment/s/ Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.
- xii. To bear and pay applicable and any increase in local taxes. water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Unit by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xiii. 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 Unit until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.

- xiv. The Allottee/s shall observe and perform all the rules and regulations which the Condominium, Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xv. The Allottee may with prior permission of the Promoters install Electric Car Charger Port connected to the Allottee's electric meter in his/her/their respective parking in compliance with all the applicable norms in the manner and location prescribed/approved by the Promoters/Association of Allottee/s. The Electric Car Charger Port shall be installed and maintained at the sole cost, risk and responsibility of the Allottee. The Allottee shall adhere to all applicable permissions, compliance, norms and charges related to the said Electric Car Charger Port now and in the future and will solely be responsible and liable for the same. All permission/s, as required, from the electric supply company Etc. as applicable will be taken by Allottee/s at his/her/their cost and responsibility. The Allottee/s shall also indemnify and keep indemnified the Promoters /Association of Allottees and ensure that no damage to the project and/or the infrastructure takes place at any time on account of the said Electric Car Charger Port.

- xvi. Till a conveyance of the land and structure of the building in which Unit is situated or the Deeds of Apartment (as the case may be) is executed in favour of Condominium/Society/Limited Society, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings / project land or any part thereof to view and examine the state and condition thereof.
- xvii. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Unit Holders / Association of the Allottees / Society the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.
- xviii. It is agreed by Purchaser/s that the Promoters/Owners have used/ propose to use the materials as per the availability in the market. Purchaser/s further agree/s that Promoters/Owners shall have right to change quality of materials, size, colour, brand, amenities of an equivalent brand colour etc. at sole discretion of Promoters/Owners and purchaser shall not take any objection for the same.
- xix. The Promoters/Owners shall not be held responsible for any shade variation, colour variation, natural cracks, size variation in the use of marble, granite or any type of stone, or ceramic tiles, porcelano, granamite, other tiles etc. or wood or other natural materials used

in the apartment on account of climatic changes and variance due to time on account of the nature of these materials – Natural aging, cracks, colour variation, etc. and purchaser shall not take any objection for the same.

xx. The Promoters/Owners shall execute works such as electrical / substation / elevators / generator / fire fighting system / plumbing and drainage system, gas pipeline and other works as per required specifications of local /government authorities and shall hand over the same to the Association of Allottees in good working condition alongwith relevant warranties provided by the manufacturer. It is clarified however that any mishap / accident of any nature due to improper maintenance or negligence in any manner whatsoever by the Allottee/s / Association of Allottees, shall not be the responsibility /liability of the Owners/Promoters shall not be held responsible on any account for the same.

xxi. Any delay tolerated or indulgence shown by the Promoters/Owners in enforcing the terms of this agreement or any forbearance or giving of time to the Allottees by the Promoters/Owners shall not be construed as a waiver on the part of the Promoters/Owners or any breach or non-compliance of any of the terms and conditions of this agreement by the Allottees nor shall the same in any manner prejudice the right of the Promoters/Owners.

21. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters/Owners to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters/Owners in this regard shall be binding on the Allottee/s. The Promoters/Owners may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give

consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters/Owners on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

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

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

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings or for access to any of the areas acquired /surrendered by the Promoters and/or the Owners for availing of FSI/FAR etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ said Limited Company/ Society / legal entity shall not be entitled to raise any objections in this regard.

24. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

25. COST OF PROVISION OF WATER TO THE SAID BUILDING:

As mentioned above, the said project Land is situate within the limits of the Municipal Corporation and, in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the Municipal Corporation, the Municipal Corporation has, as a pre-condition for grant of such sanction, required the Promoters to submit an undertaking stating that it shall be the responsibility of the Promoters to make provision of supply of water to the Project to be implemented on the said Project Land and which undertaking has been taken by the said Corporation from the Promoters. The allottees confirm that they are aware of this undertaking and have no objection to the same. The Promoters shall at the appropriate time, make application to the Municipal Corporation for Municipal water connections of the requisite capacity for the said Project and the Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the Allottees/ occupants of Units in the said Project, the Promoters propose to procure water for the requirement of the holders/ occupants of Units in the said Project through water tanker agencies and other sources. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Units in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be

deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other Units in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters shall defray the costs of making provision for water.

26. SWIMMING POOL AND CLUB HOUSE :

The Promoters/Owners have provided a club space on the first floor of Wings A & B comprising of a Gymnasium, Multi Purpose Hall, Washrooms, etc. and a swimming pool area with a main pool and a splash pool on a pre designated area on the said entire Project Land duly completed since July 2015 which shall however be available for the unobstructed and unhindered use of the occupants / allottees of the entire project land. The under mentioned terms and conditions are essential terms and conditions on the basis of which the Allottee/s has/have agreed to purchase from the Promoters/Owners the said unit under and in pursuance of this agreement.

26.1. The Promoters/Owners shall be entitled to retain with themselves or to transfer the title/possession/use of the said club-house/space and the said swimming pool (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoters/Owners may from time to time decide.

26.2. Access to and the facility for the use of such club house and swimming pool and the appurtenant land shall be regulated by the Owners/Promoters and/or their successors-in-title but on condition that such access and facility will be available only to the Allottees in the building/s and other premises in the entire layout and to the Allottees in the wing / building/s / phases which may be developed by the Builders and/or associate concerns of the Owners/Promoters.

26.3. The facility to the members for use of the Club House/space and Swimming Pool shall be subject to the Rules and Regulations as may be framed by the Promoters/Owners and the Allottee/s shall abide by the same.

27. BINDING EFFECT :

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

28. ENTIRE AGREEMENT:

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

29. RIGHT TO AMEND:

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

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

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

31. 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.

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

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

33. FURTHER ASSURANCES:

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

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

34. PLACE OF EXECUTION:

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

35. The Allottee 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 Promoters will attend such office and admit execution thereof.

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

Name of Allottee

(Allottees' Address)
Notified Email ID: _____
Mobile / Contact Number:

M/s _____ Promoters name

(Promoters' Address)
Notified Email ID: _____

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

37. JOINT ALLOTTEES:

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

38. GOVERNING LAW:

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

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

40. STAMP DUTY:

40.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.

40.2 Stamp duty amounting to Rs. _____/- is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

**THE SCHEDULE IA ABOVE REFERRED TO :
[LARGER LAND]**

ALL THAT PIECE AND PARCEL of property admeasuring 0 Hectare 46 Ares i.e. 4600 sq. mtrs. (inclusive of an area admeasuring 1000.08 sq. mtrs subsequently surrendered to Pune Municipal Corporation under D.P. Road widening and amenity space) out of land bearing S. No. 36, Hissa No. 4 (part), totally admeasuring 0 Hectare 91.23 Ares, situated at Village Balewadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and is bounded as under:

ON OR TOWARDS THE :

NORTH	:	Road / S. No. 36 Hissa No. 4
SOUTH	:	S. No. 36 Hissa No. 5
EAST	:	D.P. Road & thereafter S. No. 4
WEST	:	S. No. 36 Hissa No. 4

**THE SCHEDULE IB ABOVE REFERRED TO:-
[ENTIRE PROJECT LAND]**

ALL THAT PIECE AND PARCEL OF THE LAND being an area admeasuring 3599.92 sq. mtrs. (together with the FSI/FAR availed of in lieu of the area earmarked for D.P. Road widening, Amenity Space and the right of way granted therefrom being the 2.25 mtr. internal road on the north abutting the 9 mtr. road

shown in sanctioned plan) out of the said larger land described in the schedule IA above situated at Village Balewadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and bounded as under :

ON OR TOWARDS THE :

NORTH : Road / S. No. 36 Hissa No. 4
SOUTH : S. No. 36 Hissa No. 5
EAST : D.P. Road & thereafter S. No. 4
WEST : Amenity Space handed over to Pune Municipal Corporation / S. No. 36 Hissa No. 4

THE SCHEDULE IC ABOVE REFERRED TO :

[PROJECT LAND]

ALL THAT PIECE AND PARCEL OF THE LAND being an area admeasuring 440.30 sq. mtrs. out of the said entire project land described in the schedule IB above situated at Village Balewadi, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune.

THE SCHEDULE II ABOVE REFERRED TO :

Common Amenities for Entire Project Land

- 1) Entrance Gate with Guards Cabin and Vehicle Movement Areas / Internal Roads
- 2) Double Height Entrance Lobby with Passages / Drivers Waiting area / Meter Space / Common Washroom and Changing Room / Garden Seating Area and other common areas on the Ground Floor.
- 3) Landscaped Garden including Swimming Pool, Splash Pool and allied equipment / spaces

- 4) Basement comprising of Lobbies, Parking Spaces, Ramps / Driveways, Water Tanks, Water Treatment Plant, Fire Fighting Equipment, Pumps, etc.
- 5) Gym and Washrooms on the first floor of Wing A and Multipurpose Hall on the first floor of Wing B and other common areas on the First Floor (both wings)
- 6) Security System with CCTV Cameras & Access Control System
- 7) Transformer & Distribution systems alongwith Panels, etc.
- 8) Generator Backup alongwith Changeover panels, etc.
- 9) Septic Tank, Plumbing / Drainage / Sewage lines, etc.
- 10) Automatic Lifts / Lobbies / Passages / Staircases for access to common areas / amenities / Top Terrace / Refuge Area.

Common Areas for Phase 2 / Wing B

- 1) 2 Nos. Automatic Lifts
- 2) Lobbies / Passages
- 3) Common Staircases
- 4) Overhead Water Tank/s
- 5) Garbage Chute
- 6) Solar Water Heater
- 7) Refuge Area

SCHEDULE 'A'

Apartment / Unit No. _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor in the Wing B of the project named and styled as “**The Terraces Phase 2**” alongwith the usable floor area of the enclosed balcony admeasuring _____sq. mtrs. Usable floor area of the attached exclusive balcony admeasuring _____ sq. mtrs. and attached exclusive terrace admeasuring _____ sq. mtrs and alongwith allocated right of use of _____ parking space/s [comprising of __ Single and __ Double/Tandem] bearing nos. ____ and ____ on the basement/ground/stilt floor in the Building/Wing situate on the land described in Schedule IC hereinabove.

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

SIGNED SEALED AND DELIVERED
by the abovenamed PROMOTERS
for themselves and as duly Constituted
Attorney of the Owners abovenamed

PROMOTERS

SIGNED SEALED AND DELIVERED
by the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

1.

2.

ANNEXURE A

Name of the Attorney at Law/Advocate,

Address :

Date :

No. :

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated _____ day of _____ 20____

(Signed)

Signature of Attorney-at-
Law/Advocate

ANNEXURE B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Owner/Promoters to the said Project Land).

ANNEXURE C-1

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

ANNEXURE C-2

(Authenticated copies of the plans of the Building/s as proposed by the Promoters and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE D

(Authenticated copies of the layout plan of the Apartment agreed to be purchased by the Allottee, as proposed by the concerned local authority)

ANNEXURE E

(Specification and amenities for the Apartment),

RCC:	RCC Frame Structure
Walls:	AAC Blocks, Bricks Internal - Single Coat Plaster with Pop/Gypsum, External – Double Coat Plaster
Ceilings:	Pop/Gypsum/Putty
Paint:	Internal - Lustre / Plastic Paint External – External Grade Paint
Doors:	Veneered Polished Flush Doors Electronic lock on Main Door
Windows:	Anodised Aluminium Windows with Tinted Glass Nylon Mosquito Mesh in Bedrooms & Living Room
Grills:	Painted MS Grills on Windows of three Bedrooms
Railings:	Stainless Steel & Glass in Balconies
Flooring / Tilling:	▪ Living/Dining/Bedrooms/Passage : Imported Marble ▪ Bath / Kitchen / Utility / Balcony : ○ Tiles (with / without Spacers) ○ Bathroom Dado - upto Lintel level ○ Kitchen Dado - above counter on 2 walls upto Lintel level ○ Utility Dado - upto Sill level

- Bathrooms:** Chrome-Plated Single Lever Fittings
White Sanitaryware, Floor Mounted WCs
Wet and Dry Areas, Glass Partition for Shower
Exhaust Fan in All Bathrooms & Kitchen
Provision for Boilers for all Bathrooms
- Electrical:** Concealed Copper Wiring with Premium Modular Switches,
Distribution Board with ELCB, Entire electrical wiring with Earthing
Provision for internet connectivity (Cat 6 Cable) to Bedrooms and
Living Room
Provision for Cable TV and Telephone Line in Living Room
Provision for installation of Air-conditioners with Core Cuts
Access Control System
Partial Generator Backup for unit with load limiter [___ kVa]
EV Charging Port can be installed by individual owner, subject to
norms
- Kitchen:** Modular Kitchen with Hob & Chimney
L shaped counter with one Tall Unit and upper cabinets
Granite Counter top, SS Double Bowl Sink with Drainboard
Provision for Water Filter, Boiler, Dishwasher, Micro/Oven, Gas
Cylinder
Piped Gas availability subject to MNGL, alongwith its applicable
norms and conditions

No rebate will be given for cancellation or omission of any item.

ANNEXURE F

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

RECEIPT

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

We/I say received.

The Promoter/s.

\\\\A\\ALMAL\\Balewadi\\RERA\\2022\\Mail recd 2022_05_09_-_for_Adv_CP_to_finalise_-_RERA_Agreement_TT2.doc_____RP