

Booking Form

From:

Name:

Address:

Email Id:

Mobile No.:

To:

M/s Labh Promoters and Developers

Subject: Flat No.: _____ Building No/Wing: A of proposed building known as 33 Milestone Phase III Wing A of the said project at S. No.92, Tathawade, Behind Indira College, Opp. Akshara International School, Wakad, Pune - 411033.

Sir,

I Mr.

PAN:

Occupation:

Age:

Mrs./Miss

PAN:

Occupation:

Age:

Residing at

Contact No.

I/ we intend to purchase:

Flat No. Building / Wing: A. Carpet Area of _____ Sq.mtrs. i.e, on _____ floor, in the Project known as 33 Milestone Phase III Wing A at S. No.92, Tathawade, Behind Indira College, Opp. Akshara International School, Wakad, Pune - 411033. With Taxes as applicable.

I am /we are depositing herewith the amount of Rs. _____/-

(Rs. _____) by

Cheque No. _____ dated _____ drawn on _____ Bank

_____ Branch with this application as an application money.

We understand that the allotment/ agreement and /or booking of the _____ shall only be by the execution of agreement and passing of the receipt of the application money does not amount of the allotment/agreement of the said flat. The entire discretion to reject this application without any reasonable cause remains with M/s Labh Promoters and Developers.

If my offer is accepted by you I shall get the agreement in respect of the said apartment executed and registered from you within a period of 30 days from date hereof. In such event the deposit amount paid as above shall be adjusted towards the total purchase price of the said apartment.

However in the event you reject my offer or I fail to get the said agreement executed and registered within the stipulated period then you are entitled to sell / allot the said flat to any third person without taking any prior consent from me. In such event you will be entitled to refund the said amount without interest after deducting there from costs incurred by you, by issuing a cheque of the said amount in my name. After the stipulated period of 30 days I will not be entitled to make any claim in the aforesaid Flat No.: _____.

My Bank Account No. is _____ and Bank is _____.

I hereby authorize you to deposit my deposit refund to my above account.

The submission of this offer letter does not create my/ our rights or interest in any way in the said unit stated above. I/we shall have no claim against you M/s Labh Promoters and Developers in case my/our offer stated herein has not been accepted by you, except to the extent of refund of the amount paid to you for the purpose of booking.

Thanking you.

Yours Faithfully.

AGREEMENT

THIS AGREEMENT is made and executed at Pune on
this day of 2017.

BETWEEN

I) **M/S. LABH PROMOTERS AND DEVELOPERS**, a registered Partnership Firm, registered under Indian Partnership Act - 1932, having registration no. MPA-85148 dated 17/04/2012, having PAN NO. AAEFL0487C and having office at Survey No.92, Tathawade, Pune 411 033, through its authorised Partner **SHRI RAHUL BHAGWANDAS SANKLA**, Age about 40 years, Occu. Business, hereinafter referred to or called as **“THE PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns)

... PARTY OF THE ONE PART

AND

II)

Age: _____ **Occ.:** _____ **PAN:** _____

R/at : _____

Hereinafter referred to or called as **“THE ALLOTTEE/ PURCHASER”** (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she/ they/ himself/ herself / themselves, and his/her/their heirs, executors, administrators only).

... PARTY OF THE OTHER PART

WHEREAS

- (1) All that property, which is more particularly described in the Schedule-I written hereunder, hereinafter is referred as **"THE SAID LAND"** is owned and possessed by the Promoter herein, as the purchased property of the Promoter Firm and name of the Promoter Firm is shown in revenue record as the owner and possessor for said land.
- (2) As per sanction regional development plan, which is sanctioned on 25/11/1997 and came into force 10/02/1998 and further as per proposed development plan prepared by the Pimpri Chinchwad Municipal Corporation, for the extended village Tathawade the said land is shown within residential zone / Yellow zone. The Promoter herein has proposed to float ownership scheme on the said land under name and style **"33 MILE STONE"**. The Promoter had then proposed 1 residential building having 3 wings being A, B residential & C residential + commercial, A and B consisting of stilt parking and 7 upper floors consisting of all residential tenements at each floor of each wing 6 tenements and Building / Wing C consisting of ground commercial + parking and 7 upper floors consisting of all residential tenements at each floor of the wing 6 tenements and further on receipt of sanction to the proposed development

plan received from the Government of Maharashtra, there will be 18 mtrs. wide D.P.Road of northern side of the said land and in such circumstances the Promoter has proposed alternate 2 buildings out of that one residential building having 2 wings being A & B consisting of stilt parking and 12 upper floors at each floor each wing consisting of 6 residential tenements and another one separate building being commercial and or residential structure consisting of basement parking, ground parking and three upper floor, hereinafter aforesaid project is referred as "**THE SAID ENTIRE PROJECT**" and buildings are referred as "**THE SAID ALL BUILDINGS**".

- (3) The said project is sub-divided into 5 projects – **Phase I** Stilt Parking and above 6 floors of Building/wing “B” **Phase II** Stilt Parking and above 6 floors of Building/wing “A” **Phase III** 7th to 12th floors of Building/wing “A” **Phase IV** 7th to 12th floors of Building/wing “B” and **Phase V** Commercial and or residential Building/Wing “C”. For building/wing “A” & “B” common amenities as to Club House, Amphitheater, Gymnasium, Swimming Pool, Garden, etc. planning to be provided in Open Space within Said Land. The Project 7th to 12th floors of Building/wing “A” is hereinafter referred as “**SAID PROJECT**” and portion of the building in Said Project is referred as "**THE SAID BUILDING**". The Promoter herein further has decided to construct the building/wings out of the Said Project in phases, as aforesaid and accordingly the Promoter herein has completed Phase-I & Phase-II and construction of Phase-III, Phase-IV & Phase-V has to be completed.

- (4) The Promoter herein has entered into standard agreement with Architect Solespace, Liasoning & Consulting Architects, Mr. Shashank Phadke, having office at ION 7, First Floor, Opposite Shraddha Heritage, Morewadi, Pimpri, Pune 411019, Architect proprietorship firm registered with the Council of Architect of India having enrollment No.CA/92/14807, for preparation of the layout and drawing of the buildings. The Promoter also entered into standard agreement with structural engineer Structure Vizion, proprietor Aqueelur Rahman, structural designer Partnership Firm registered under the Indian Partnership Act, 1932 having Partnership Identity No. MPA-155 and also registered with the Council of Structural Engineers of India having enrollment No.155 and having office at having office at 389, Mahabali Puram, 2nd floor, Somwar Path, Pune 411011 for preparation of structural design and accepted the professional supervision of such Architect and Structural Engineer till the completion of the Said Project. The Promoter entered into standard Agreement with Project Engineer Mr Amarsingh J Patil (B.E. Civil, Sr No B-10 06874 dated May 2007) for Project Management Consultant including day to day Administration, Supervision, Estimation and Engineering Work at site and liasioning with other consultant involved in project. The Promoter also appointed Chartered Accountant Morab And Associates, proprietor registered with the Council of Chartered Accountant of India having enrollment No.107123 and having office at 1644, Somnath Smruti , Sadashiv Peth , Tilak Road, Pune 411030, for accounting, audit and compliances. The Promoter accepted the professional services, consultations, supervision, etc. of the aforesaid Consultants and Professionals

till the completion of the Said Project, subject to the Promoter has reserved right to change aforesaid Architect who is registered with the Council of Architect or Structural Engineer as the case may be before the completion of the Said Project and appoint new Architect or structural engineer for completion of the project as the circumstances may require.

- (5) The Promoter herein being land owner and developer of the Said Land alone has sole and exclusive right to sell the Apartments/Flats in the Said Building/wings to be constructed by the Promoter on the Said Land and entered into agreement/s with the Allottee / Purchaser of the Apartment/Flats and to receive the sale price in respect thereof. As per Development control rules applicable to the Said Project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the passages, staircases and considering this aspects, the Promoter herein has also sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein has also sole and exclusive right to lease, mortgage, etc. the flats. Since the Promoter is absolute owner and possessor, he has sole and exclusive right to enter into agreement/s with the Allottee / Purchaser, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.
- (6) The Allottee/Purchaser herein has shown willingness to purchase Apartment/Flat in the Said Project, and the representative of Promoter has disclosed all the required disclosures as well as informed the Allottee/ Purchaser that, the development of the Said Project is in phases, as per The

Real Estate (Regulation & Development) Act, 2016, hereinafter referred to as “**RE(R&D)A**” and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as “**MOFA**”) and rules made under RE(R&D)A and MOFA.

- (7) The Allottee / Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee / Purchaser of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee / Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee / Purchaser to carry out independent search by appointing his/her/their may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosers, documents, etc. and Said Project as well as apartments in the project, the Allottee/Purchaser has decided to have one Apartment/Flat in the Said Project and has made application dated _____ with required application amount for allotment of Apartment/Flat as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee/Purchaser and allotted

Apartment/Flat No._____ to the Allottee/Purchaser as per allotment letter dated _____. Aforesaid Apartment/Flat along with the appurtenances thereto is more particularly stated in Schedule-II written hereunder and hereinafter referred as “**THE SAID APARTMENT**”.

- (8) The Promoter herein has obtained sanctions, permissions etc. as disclosed in sub-clause no. 1.4, 1.5 & 1.6 hereunder written and further clearance from aforesaid authorities for the additional sanction, which will be obtained in due course of time. While sanctioning the said plan, concerned Development Controlling Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Land and the Said Buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building/s shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project.
- (9) The Said Land, with Said Layout Plan of the Said Entire Project is shown on the plan annexed hereto as Annexure-1. The Floor Plan of the building in which the Said Apartment is situated showing the Said Apartment by dark outline is annexed hereto as Annexure-2. The specifications for the buildings and specifications for the apartment therein is stated, in Annexure-3 annexed hereto. Common facilities along with the proportionate share for the Said Apartment is stated, in Annexure-4 annexed hereto. Copy of the sanction letter/

commencement certificate No. B.P./ TATHAWADE / 17 /2017 dated 14/8/2017 issued by PCMC is annexed hereto as Annexure-5. Copies of 7/12 extracts shown the name of the Promoter herein for the Said Land are annexed hereto as Annexure-6. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto, as Annexure-7.

(10) The Allottee / Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/is in respect of the other apartment/s in the projects.

(11) Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Apartment, and the parties hereto therefore, have executed these Agreement to Sell, to witness the terms and conditions thereof, in compliance of Sec.13 of RERA and Section No. 4 of the MOFA and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED, BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN:-

Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under :-

1.1 The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the Partnership registration certificate and which shows

that, the Promoter is registered Partnership Firm, Registered with the Registrar of Firms, Pune under Indian Partnership Act 1932 having Firm Identity No. MPA-85148 dated 17/04/2012, and for Permanent Income Tax Number as per section 139 A of the Income Tax Act 1961, PAN : AAEFL0487C having registered at office at Survey No.92, Tathawade, Pune 411 033.

- 1.2 The Promoter herein disclose to the Allottee/Purchaser herein that, the Promoter herein has made application for registration to the Real Estate Regulatory Authority, State of Maharashtra and received registration certificate having registration no. ----- dated -----.
- 1.3 The Promoter herein states that, the Said Land is owned and possessed by the Promoter free from all encumbrances, charges or claims and name of the Promoter is shown in revenue record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The Promoter has been got investigated the rights, authority and title of the Promoter towards the Said Land from Advocate and copy of the certificate title is annexed hereto as Annexure -7.
- 1.4 The Promoter herein has disclosed to the Allotte/Purchaser that, the Said Land will be developed by constructing three buildings as per layout as annexed hereto as Annexure-1. Project **“33 Milestone Phase-III”** further disclosed that, at present the sanction received for Said Layout Plan from the Pimpri Chinchwad Municipal Corporation for the Said Project as shown on the plan layout as annexed hereto as Annexure-2. As per present sanction received from Pimpri Chinchwad Municipal Corporation Pune vide commencement certificate dated 14/8/2017 bearing No.B.P./Tathawade

/17/2017 , for the said land along with sanction to the building layout and building plan. At Present sanction for residential building Wing A for Stilt Parking and upper 1st to 10th floor (4 flats on 10th floor) and building Wing B for Stilt Parking and upper 1st to 12th floor has been received and further sanction to above 10th floor (part) ,11th floor and 12th floor for Building/Wing “A” is yet to be received. Further construction of stilt parking and above 1st to 6th floor of building/wing A and building/wing B is completed. The construction of 7th floor to 10th floor(part) of building/wing A and 7th floor to 12th floor building/wing B is commenced. The said Project i.e.33 Milestone Phase III is consisting of 7th floor to 12th floor of "building/wing A.

- 1.5 The Promoter herein has disclosed to the Allotte/Purchaser that, at present sanction to the Said Project is received as stated Sub-Clause No.1.4 hereinabove written and further construction of common amenities is also commenced. Further since as per present sanction development plan, Said Land is shown within industrial zone and in proposed Development Plan for PCMC same is shown in residential zone and considering aforesaid situation to have the sanction of building/wing A & B, the Promoter require to provide 10% amenity space and same can be develop as per Development Control rules and if the aforesaid proposed development plan is sanction then the same amenity space can be developed being residential or commercial building. The Allotte/Purchaser with due diligence got conversant with the aforesaid situation and irrevocably consented for aforesaid revised sanction.

1.6 The Promoter herein informed and Allottee/Purchaser herein is well aware that, to Said Land is situated within the periphery of Pimpri Chinchwad Municipal Corporation. As per development control rules of the aforesaid authority, FSI for the Said Land is 1:1 and in addition to that, equivalent FSI for the amenity space area and area affected by road out of the said land and permissible additional FSI as per D.C. Rules applicable to the said land and further paid FSI, Fungible FSI, Permissible TDR including slum TDR and other buildable potential under whatsoever head which is to be allowed to use on the Said Land and also use the FSI on the Said Land permissible against the transfer of the said Road and Amenity space area to the Development Controlling Authority, in light of the Development Control Rule applicable for the properties situated within the periphery of Pimpri Chinchwad Municipal Corporation can be utilized for construction of the buildings on the Said Land. The Promoter herein state that, no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Promoter shall has right of pre-emptions or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the Said Land or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and allowed to use the same on the Said Land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Land. The Allottee / Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required

- 1.7 The Promoter herein state that, since at the time of commencement of said entire project which is commenced on 12/12/2011 having built-up area as defined for obtaining Environmental Clearance is less than 20,000 sq.mtrs. and hence in light of prior notification, the prior Environmental Clearance from State Level Environmental Impact Assessment Authority (SEIAA). Maharashtra is not required but considering Central Government Notification dated 09/12/2016, the Environmental Clearance has to be issued by concerned Development Controlling Authority in terms & conditions as stated in notification and accordingly since the built-up area of the Said Entire Project is more than 5000 sq.mrs., the Promoter herein has to comply the compliances in terms & conditions as stated in aforesaid notification and accordingly the Promoter undertake to comply the same.
- 1.8 The Said Project will be completed within 18 months from the commencement of construction of building of the said project provided the conditions stated in Clause No. 7 hereunder written shall be applicable Mutatis Mutandis to the aforesaid period.
- 1.9 The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewerage and waste water the Promoter has provided adequate capacity storm water drain discharge in recharge pits and grey water treatment plant of adequate capacity (WTP) as per conditions imposed Development controlling authority i.e. PCMC.
- 1.10 The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity transformer and

provided the transformer as per norms of Maharashtra Electricity Distribution Company Limited and the Promoter will apply for necessary electricity supply for the Said Project by paying necessary charges for the same. For common lights and energy required for common water supply pumps separate energy meter will be provided alongwith Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid discloser.

- 1.11 The Promoter herein state that, for the Said Project, there are common facilities and restricted common facilities and same are more particularly stated in Annexure - 4 annexed hereto.
- 1.12 The Promoter herein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each apartment in the building are more particularly stated in Annexure - 3 annexed hereto.
- 1.13 The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as stated in preamble paragraph No.4 hereinabove written.
- 1.14 The Promoter herein to disclosed and provided to the apartment Allottee/purchaser for inspection copies of demarcation plan, layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction as per master plan is yet to be receive and Promoter will obtain the same in due course by utilizing all type of buildable potential of the Said Land as per development

control rules and regulations applicable for the Said Land from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.

- 1.15 The Promoter herein has disclosed as to the date of delivery of possession of the Said Apartment to the Allottee/Purchaser as stated in Clause No.8 hereunder written.
- 1.16 The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottee/Purchaser of the apartments in the Said Project to be constituted and to which title is to be passed as stated in Clause No.11 hereunder written.
- 1.17 The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee / Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee / Purchaser the Promoter herein has given all information to the Allottee / Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee / Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.
- 1.18 The Promoter herein informed the Purchaser that during actual construction, the room sizes or the carpet area of the said

Tenement may or likely vary upto 3% than as stated in Annexure-1 annexed hereto and in such case neither Promoter nor Purchaser is entitled to demand or pay any amount to each other.

2. **ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION ACCORDINGLY:-**

In terms of sub-clause No.1.4, 1.5 & 1.6 of Clause No.1 hereinabove written, the Promoter has to obtain sanction to the layout and building plan and shall construct the Said Building/s on the Said Land in accordance with such sanction layout and building plan designs, specifications approved by the concerned development controlling authority. The Allottee/ Purchaser herein has seen sanctioned layout and building plan for the Said Land and with due diligence approved layout subject to further variation as may be considered necessary or as may be required by concerned development controlling authority / Government.

The Allottee/Purchaser herein is well aware that, as per sanction building plan the balconies are shown in Said Apartment but for convenient usefulness of the Said Apartment the balconies has to be enclosed and get amalgamated into adjacent study room or pooja as the case may be and which is permitted under development control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter and such modified amalgamated apartment floor plan is annex hereto as **Annexure-2A** and sanctioned apartment floor plan is annexed hereto as **Annexure-2** and the aforesaid changes are made as

per the request of the Allottee / Purchaser herein and hence hereinafter Allottee / Purchaser herein shall and will not raise any objection, complaint and query as the case may be for such changes and have given irrevocable consent with due diligence. If any variations or modifications which adversely affect the Said Apartment as shown in Annexure-2A are annexed hereto for which the Promoter shall have prior consent of the Allottee/Purchaser herein.”

The Allottee/Purchaser herein is well understood the facts that, to use balance FSI of Said Land, paid FSI and permissible TDR Said Land and FSI which will be received to the Promoter from the Development Controlling Authority receivable against handing over the amenity space & area affected by road out of the Said Land, considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the building/wings, construction of which yet to be commenced as per Said Master Layout Plan for the Said Land. For the aforesaid purpose the Allottee/Purchaser herein by executing these present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required.

Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee/Purchaser herein in respect of such variations or modifications which adversely affect the Said Apartment/flat which the Allottee/Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

3. **CONSIDERATION OF THE SAID APARTMENT:-**

- A. Considering the present status of the construction of the building/s at site in which the said tenement is situated and further in light of the Purchaser agreed to pay the consideration as stated sub-para 'B' hereunder written, the Promoter has agreed to sell at concessional rate and Purchaser herein has agreed to purchase, all that, residential / commercial tenement being Apartment/Flat/ Shop No._____, situated on _____ floor in the building / wing No._____, which tenement is more particularly described in the Schedule-II hereunder written and shown floor plan annexed hereto as Annexure-2 i.e. said Apartment, at or for total consideration of Rs._____/ - (Rupees _____ only) including price for proportionate of the common areas and facilities appurtenant to the said Apartment, the subject to the encumbrance of the limited areas and facilities but excluding all expenses of Stamp Duty, Registration Fee, Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST) and any other taxes, cesses etc. which may be imposed by the Central or State Government or Local Authority from time to time for the transaction in respect of the Said Apartment between the parties hereto and same have to be paid by the Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser. The nature extent and description of the common / limited common areas and further description of common / limited common facilities are more particularly described in the Annexure-4 annexed hereto.

The Promoter herein has agreed to provide the specification in the Said Apartment, which are more particularly described in the Annexure-3 annexed hereto.

It is specifically agreed and understood between the parties hereto that, the Allottee / Purchaser herein has agreed to purchase and Promoter herein has agreed to sell the Said Apartment on ownership basis at the rate on carpet area of the Said Apartment on lumpsum basis, at or for consideration as stated hereto before.

B. The Allottee / Purchaser herein is well aware that, the building / wing in which the Said Apartment is situated is under construction on the Said Land, construction of which is in progress and considering the present status of the construction of the same, the Allottee / Purchaser has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

- i) 10% On or before signing of this agreement.
- ii) 20% To be paid after execution of this Agreement and prior to Registration and Admission of execution before Sub-Registrar Haveli. (not exceeding 30% of the total consideration)
- iii) 15% Within 8 days of completion of plinth work of the building/wing in which the Said Apartment is located. (not exceeding 45% of the total consideration)
- iv) 25% Considering the building/wing in which the Said Apartment is located is having Stilt and Upper 12 Floors and hence this installments shall be paid by

the Purchaser to the Promoter in 5 Sub-Installment within 8 days, First on completion of 8th Slab, Second on completion of 9th Slab, Third on completion of 10th Slab, Fourth on completion of 11th Slab and Fifth on completion of 13th Slab. (not exceeding 70% of the total consideration)

- v) 05% Within 8 days from completion of walls, internal plaster, floorings, doors and windows of the Said Apartment. (not exceeding 75% of the total consideration)
- vi) 05% Within 8 days from completion of Sanitary Fittings, Staircases, Lift wells, Lobbies upto the Floor level of the Said Apartment. (not exceeding 80% of the total consideration)
- vii) 05% Within 8 days from the completion of external plumbing, external plaster, elevation, terraces with waterproofing of the building/wing in which the Said Apartment is located. (not exceeding 85% of the total consideration)
- viii) 10% Within 8 days from the completion of lifts, Water Pumps, Electrical Fittings, Electro, Mechanical and Environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in this Agreement for the building/wing in which Said Apartment is located. (not exceeding 95% of the total consideration)
- xi) 05% And other dues payable by the Allottee/Purchaser to the Promoter within 15 days from the receipt of

intimation letter alongwith the copy of the Occupation/Completion Certificate as to the take the possession of the Apartment or at the time of receiving the possession of the Said Apartment whichever is earlier, failing which Allottee/Purchaser shall be liable to pay the interest as stated in Clause No.----- hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.

The Promoter herein has informed to the Purchaser that, the Construction of the building/wing as well as apartments therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Purchaser shall be liable to pay the installment as per the work progress as stated hereto before.

The Allottee/Purchaser herein shall pay the aforesaid consideration alongwith the all applicable taxes, etc. to the Promoters herein on due date or within 7 days from the Allottee / Purchaser receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoters calling upon the Allottee/Purchaser to make the payment. **Payment in time is the essence of the contract.**

The Promoter herein informed to the Purchaser herein that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser by Cheques / Demand Draft/RTGS issued / drawn in the name of **“Labh P&D - 33 milestone Phase III RERA A/c No. _____** " and payment towards the taxes, etc. has to

be made by the Purchaser by cheque/Demand Drafts/RTGS issued /drawn in the name of “**Labh Promoters And Developers , A/C. No. 000885800002858**” should be made payable at Pune OR by direct transfer to the aforesaid account at IFSC Code No.YESB0000039

- C. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee / Purchaser which shall only be applicable on subsequent payments.
- D. The Allottee / Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee / Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the installments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or

bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, on all the amounts which become due and payable by the Allottee / Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay, by the Promoter against delay in payments by the Allottee / Purchaser.

5. TERMINATION OF AGREEMENT:-

- 5.1 Without prejudice to the right of the Promoter to charge interest in terms of Clause No.4 hereinabove written on Allottee / Purchaser committing any default in payment on due date of any amount due and payable by Allottee to the Promoter under this Agreement (including his/her proportionate share in taxes levied by concern local authority, State or Central Government and other outgoings) and on the Allottee/Purchaser committee three default of payment of installments/Sub installments or Allottee / Purchaser herein violates any terms and conditions of this agreement for whatsoever reason then, the Promoter herein shall have absolute right and authority to terminate this agreement by giving prior 15 days notice in writing to the Allottee by register post A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of his intention to terminate this agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and

the Allottee / Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee / Purchaser herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Allottee/Purchaser under this agreement towards the Said Apartment also stands cancelled and the Allottee/Purchaser shall have only right to have the refund of the amount without any interest subject to condition stated in Sub-Para No.5.4 hereunder written on execution and registration of Cancellation Deed.

- 5.2 For whatsoever reason if the Allottee / Purchaser herein desire to terminate this agreement / transaction in respect of the Said Apartment then, the Allottee / Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee / Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Apartment with prospective buyers.
- 5.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Apartment between the Promoter and Allottee / Purchaser herein terminated as stated in sub-para 5.1 and 5.2 hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee / Purchaser herein shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

- 5.4 On termination of transaction in respect of the Said Apartment as aforesaid the Allottee / Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Apartment by the Promoter as under :-
- 5.4.1 If the Promoter able to dispose off the Said Apartment for the same consideration or higher consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Allottee / Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head.
- 5.4.2 If the Promoter able to dispose off the Said Apartment for the lesser consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Promoter herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Allottee / Purchaser herein to the Promoter towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Allottee / Purchaser herein shall be entitled to receive the same.
- 5.4.3 The Allottee/Purchaser herein is not entitle to receive refund of amount paid by the Purchaser to the Promoter for payment of GST or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as stated in Clause No.15 & 29 hereunder written.

5.4.4 If the Allottee/Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Allottee/Purchaser herein is not entitle to received the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest thereon on Said Apartment.

5.4.5 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee/Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed, since his/her/their all other rights under this agreement automatically extinguished, on termination as stated in Sub-Clause-5.1 and 5.2 hereinabove written.

5.5 Notwithstanding any of the above clauses in the event of the Promoter unable to give possession of the Said Apartment on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Allottee / Purchaser will be entitled to terminate this agreement by issuing proper letter in writing and on such termination the Promoter shall within 60 days of such termination refund the entire amount received under this agreement with interest @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, at the time of the Allottee/Purchaser herein executing proper registered Cancellation Deed by producing dues payable to the financial institute against the mortgage of the Said

Apartment after deducting the amount payable by such financial institute by the Allottee/Purchaser herein and such due amount will be paid by cheque/demand draft by the Promoter to such financial institute on behalf of Allottee/Purchaser herein, on execution of proper Release Deed by such financial institute releasing the encumbrance on the Said Apartment. For aforesaid Release Deed, the Allottee/Purchaser herein at the time of execution and registration of Cancellation Deed, shall execute Special Power of Attorney, appointing Promoter herein as the constituted attorney to represent Allottee/Purchaser before aforesaid financial institute to repay loan along with interest and get executed Release Deed to release the mortgaged encumbrance of such financial institute.

- 5.6 Notwithstanding anything contents herein above written in this clause, it is specifically agreed and understood that, after issuing the notice and accepting by other party with specifying date for refund of amount and if the Allottee / Purchaser failed to present himself /herself/ themselves for execution and registration of Cancellation Deed on or before such specified date as called by the Promoter, then for the period from such date till Allottee/ Purchaser executing such Cancellation Deed, the Allotte /Purchaser is not entitled and the Promoter herein is not bound to pay the interest on the amount so-far paid by the Allottee / Purchaser to the Promoter.

6. OBSERVATION OF CONDITIONS IMPOSED BY DEVELOPMENT CONTROLLING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if

any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee / Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Apartment. The Allottee / Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter at the time of issuing completion/occupation certificate and further observe all development controlling rules applicable to the building in which the Said Apartment is situated.

7. SPECIFICATIONS AND AMENITIES:-

The Fixtures and fittings with regards to the flooring and sanitary fitting and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the Said Apartment and Building in which the Said Apartment is located as are set out in Annexure-3 annexed hereto. Common & restricted common amenities and facilities for the project on the Said Land are stated in the Annexure-4 annexed hereto. In the scheme multi storied high-rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chizeling walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument specifically instructed to the Allottee / Purchaser herein that,

his/her/their request to provide any shifting of walls, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

8. DELIVERY OF POSSESSION:-

- 8.1 The Promoter shall give possession of the Said Apartment to the Allottee/Purchaser on or before **31st March 2019**. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee/Purchaser herein on account of reasons beyond his control and of his agencies employed for construction, as per the provisions of section 8 of MOFA & Section 18 of RERA, by the aforesaid date or the date or dates prescribed in section 8 of the MOFA & Section 18 of RERA, then the Promoter shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by him in respect of the Said Apartment with simple interest pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee/Purchaser such amount shall subject to prior encumbrances if any, be a charge on the Said Apartment.

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

- i. War, civil commotion or act of God.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.
- iii. The Allottee / Purchaser has / have committed any default in payment of installment as mentioned in Clause No.3 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Apartment, in terms of these present.
- iv. Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.

8.2 After completion of construction of the Said Apartment and within 7 days from the receipt of completion/occupation certificate from concern competent authority and the payment made by the Allottee as per the Agreement the Promoter herein shall offer in writing the possession of the Said Apartment to the Allottee/Purchaser and after inspecting the Said Apartment in all respect and get satisfied according to the terms and conditions of this agreement within 15 days from the receipt of aforesaid offer in writing Allottee/Purchaser shall take the possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other

documents as prescribed in this Agreement and accordingly the Promoter shall give the possession of the Said Apartment to the Allottee/Purchaser by complying all compliances as agreed in this present.

8.3 The Promoter specifically informed the Allottee/Purchaser that, the Said Project is a large project consisting of various phases, common amenities like club house, landscaped garden, etc. and the construction of such common amenities will be completed in due course within 6 months of completion of Phase III, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan of the Said Land and considering this aspect, in light of written intimation as stated here to before issued by the Promoter to the Allottee/Purchaser herein, the Allottee/Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common amenities to the Said Project.

8.4 In case, the Allottee/Purchaser fails to take the possession within stipulated period as stated hereto before, since the occupation/completion certificate is received, the Allottee/Purchaser continue to be liable to pay maintenance charges and all other statutory payments to the concern authorities and interest being penal interest @ 1.25% per month or part thereof to the Promoter from the date of receipt of occupation/completion certificate.

8.5 If the Promoter herein, fails to complete the construction of the Said Apartment, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Allottee/Purchaser and the Promoter herein, if the

Allottee/Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Allottee/Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of Rs.50/- per sq.mtrs. of carpet area of the Said Apartment for per month, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the apartment is completed and ready for handing over the possession to the buyer of the apartment. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Apartment. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Allottee/Purchaser, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Allottee/Purchaser failed to pay the due installment on due date, amount to breach of aforesaid condition and Allottee/Purchaser will not entitled to receive the aforesaid compensation.

It is further agreed between the parties hereto that, after receiving the possession of the said residential unit by the Allottee/Purchaser in pursuance of this clause, the Allottee/Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

9. DEFECT LIABILITY:-

The Allottee/Purchaser herein shall take the possession of the Said Apartment within stipulated period as stated in Clause No.8.2 hereinabove written.

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

Provided that, defect liability of the Promoter for the standard fittings, machinery including generator set for backup, WTP, electric pumps, lift if any, security equipments if any, Solar System if any, will be as per the warrantee provided by the respective manufacturer /supplier.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee/Purchaser to take the possession of the Said Apartment or the Allottee/Purchaser took the possession of the Said Apartment whichever is earlier.

Provided however, that the Allottee / Purchaser shall not carry out any alterations of the whatsoever nature in the Said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee / Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works

are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

10. USE OF THE SAID APARTMENT:-

- 10.1 The Allottee / Purchaser herein shall use the Said Apartment or any part thereof or permit the same to be use only for purpose of residence. The Allottee / Purchaser shall use the Said Apartment or any part thereof or permit the same to be use only for residential purpose as shown in the sanctioned plan and owners/occupiers shall not use the same for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.
- 10.2 After receiving the possession of the Said Apartment, the Allottee / Purchaser herein for whatsoever reason desire to grant the use of the Said Apartment to any third party on leave and license basis or otherwise, than he should have prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee / Purchaser herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the Said Apartment.

10.3 The Allottee / Purchaser or occupant of the Said Apartment, shall use parking space only for parking his / her / their own vehicle only. The apartments holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any apartment holder / occupier in the project shall and will not entitle to park his/her/their any two / four wheeler vehicle in drive way.

11. FORMATION OF ORGANISATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND:-

11.1 The Said Project is having 3 Buildings/Wings, consisting of residential and commercial tenements and further having common amenities such as Club House, Garden, gymnasium, etc. and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form one Co-operative Society for the tenement holders in the such Buildings/Wings which are under construction or to be constructed on Said Land which the Promoter herein developing. Considering construction of Building/Wing A, Building/Wing B & Building/Wing C , will be completed at different time and hence after completion of construction of any one of the aforesaid building/wing the Co-Operative Housing Society under name “ **33 Milestone Co-Op. Housing Society Ltd.**” will be formed and as and when construction of another building/wing will be completed, such registered society shall have to admit Apartment Holders in such building/wing as members on receiving membership Application with share money and entrance fee through Promoter herein.

11.2 In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the apartments holders in the building which is under construction or to be constructed on the Said Land and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative society, has entered into this transaction.

11.3 To enable the Promoter to form the society as aforesaid, the Allottee / Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the society of the Allottee / Purchaser of the apartment/s in the project under section 10 of the MOFA and section 19 of the RERA, within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rule, 1964. No objection shall be taken by the Allottee / Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority..

12. CONVEYANCE DEED:-

The Promoter herein has made full and true disclosure as to how the Said Project on part of the Said Land is completed as

aforesaid and considering the provision Sec.-17 of RE(R&D)A,R.9 of RE(R&D)R, Sec.11 of MOFA R.9 of MOFR, the Promoter has decided after completion of construction of respective building/wing and formation of Co-Operative Housing Society as aforesaid and receipt of full consideration alongwith all dues from all Apartment holders in respective building/wing, the Promoter within 3 months will convey such building being structure on the part of the Said Land in favour of such society. Further, after conveyance of all 2 buildings/wings in the Said Project on part of the Said Land, the Promoter will convey the area admeasuring 6080 sq. mtrs. out of the Said Land being deducting area under amenity space i.e. 676 sq mtrs and area under nala i.e. 144 sq mtrs and common amenities which will be provided for the Said Project in favour of such Society which will be formed for Building/wing A, B, and C such conveyance will be executed within 3 months from the date of last receipt of Completion/Occupation Certificate for last tenements in aforesaid Buildings. The aforesaid stipulated period is stated subject to the co-operation from buyers of the Apartment and office bearers of the aforesaid society.

13. REGISTRATION OF THIS AGREEMENT:-

The Allottee / Purchaser herein shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with copy of registration receipt from the Allottee / Purchaser herein.

14. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:-

The Allottee / Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee / Purchaser will be member.

15. PAYMENT OF TAXES, CESSSES ETC:-

- 15.1 The Allottee / Purchaser herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST) with effect from 01/07/2017 and same has to collected by the Promoter from the buyer of the apartments and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made thereunder from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee/ Purchaser herein for the transaction in respect of the Said Apartment between the Promoter and Allottee /Purchaser. As per the provisions under the aforesaid Acts & Rules, whatever GST paid by the Promoter for completing the project on the Said Land or building/wing in which the said Apartment is situated, Chartered Accountant of the Project will determine total GST paid by the Promoter for the project on the said land or building/wing and determine the GST rate per sq.mter. carpet area and will issue the certificate to that effect on the

basis of such certificate, the total GST payable by the Allottee /Purchaser herein for the Said Apartment will be determine and whatever GST paid by the Allottee/Purchaser will be adjusted and if any defecate amount found, the same has to be paid by the Allottee/ Purchaser to the Promoter prior to taking the possession of the Said Apartment as aforesaid and if any access amount found the same will be adjusted against the part of amount of consideration payable by the Allottee/ Purchaser to the Promoter at the time of taking the possession as per Clause No.3 herein above written.

15.2 If at any time, Central, State Government, Development Control Authority or any other statutory authority under any law at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable for the transaction in respect of the Said Apartment between the parties hereto and construction of the Said Apartment which is to be carried out by the Promoter, shall exclusively be paid/borne by the Allottee / Purchaser. The Allottee / Purchaser hereby, always indemnifies the Promoter from all such levies, cost and consequences.

15.3 From the date of Completion/Occupation Certificate or Allottee /Purchaser starting the use of the Said Apartment, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Apartment and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-

agricultural assessment in respect of the Said Land to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee/Purchasers of apartments in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter from Allottee/Purchasers who are members for the society of such building which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building construction of which will be completed or under construction on the Said Land.

- 15.4 The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN AADCD4389F then only the Promoter will acknowledge receipt of part

consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee / Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee / Purchaser on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee / Purchaser.

- 15.5 Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. always on Allottee / Purchaser of the apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee / Purchaser along with interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such amount and the Allottee / Purchaser herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee / Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee / Purchaser herein with due-diligence has accepted the aforesaid condition.

16. COMMON MAINTENANCE:-

- 16.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that, the Said Apartment is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Said Land and building/s namely- maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co.Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s, but not covered the payment of taxes, being property tax payable to the concerned development controlling authority/Local Body in respect of the apartment, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual apartment as well as water meter bills for individual apartment and internal maintenance of the apartment.
- 16.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and

Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society for the building in which Said Apartment is situated is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter provisional monthly contribution of Rs 2000/- per month for 2 BHK and Rs 2600/- per month for 2.5 BHK towards the outgoings for the period of 12 months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of such society as aforesaid. On such conveyance being executed for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

17. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:-

- 17.1 The Promoter herein has specifically informed to the Allottee / Purchaser and Allottee / Purchaser herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee / Purchaser or any owner or occupier of the

apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee / Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Said Apartment to the Allottee / Purchaser herein on ownership basis, subject to the terms and condition of this Agreement.

17.2 In the Said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like elevators, electric rooms etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

17.3 The Promoter herein specifically informed to the Purchaser that, the Promoter will not entertain any request of the Purchaser as to the any extra work, alteration, modification,

additions in the Said Apartment and the Purchaser herein has agreed and accepted the condition.

18. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF RESTRICTED COMMON PARKING SPACES:-

As per the Development Control Rules applicable to the project on the Said Land, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the apartments holders in the Said Project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the apartments in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein has made arrangement not to provide separate scooter parking and cycle parking, on the contrary, to avoid dispute between the apartment holder in the project on parking issues, the Promoter have decided to provide parking space under stilt as well as within side margin etc. and to divide such parking area into two parts one for to allot being exclusive right to use to the apartment holders in the project being car parking space and other being common parking for the apartment holders to whom exclusive right to use car parking space are not allotted and control of such common parking spaces ultimately with the Co-Operative Society which will be formed as stated hereto before.

The Purchaser herein after going through the D.C. Rule as to required parking area and the Promoter proposed to arrange

parking area as shown in parking plan, the Purchaser herein by executing this present with due diligence has accepted the aforesaid arrangement and gave the consent for such parking plan.

19. ADJACENT TERRACES:-

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace flats / apartments in the Said Building, if any, shall belong exclusively to the respective buyer of such apartment and such terrace spaces are intended for the exclusive use of the respective such apartment buyer. The said terrace shall not be enclosed by such apartment buyer till the permission in writing is obtained from the concerned development controlling authority and the Promoter or society, or Association of Apartments as the case may be.

20. CONSENT FOR MORTGAGE ETC. :-

- 20.1 If the Purchaser/Allottee desire to have the housing loan against the security of the said Tenement then, the Purchaser/Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchaser/Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Tenement and Purchaser/Allottee alone shall be liable to repay the same.

20.2 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/ Purchaser herein who has agreed to purchase the Said Apartment in pursuance of this agreement.

21. SPECIFIC COVENANTS:-

21.1 The relation between Promoter and Allottee / Purchaser herein for the transaction in respect of the Said Apartment is seller and buyer respectively and the Promoter has agreed to sell the Said Apartment being constructed apartment on the terms and conditions set forth in this present. The Promoter herein is constructing the Said Apartment at its own cost and risk and has to deliver the possession in pursuance of this present to the Allottee / Purchaser being duly constructed apartment.

21.2 After the Promoter obtaining the completion / occupation certificate in respect of the Said Apartment the Allottee / Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.

21.3 The Allottee / Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Said Land and other adjacent land which the Promoter herein developing being one

project, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee / Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

21.4 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the Said Land and building/s / wing/s or any part thereof except the Said Apartment. The Allottee / Purchaser shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the Said Land and building is/are transferred to the society as hereinbefore mentioned.

21.5 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee / Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee / Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

21.6 In the event of the Society for the apartment holder in the buildings which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the apartments / units in the building/s which is/are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the apartments /units in such buildings, shall always be subject to the Promoter's over all right to dispose off unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Allottee / Purchaser or any other apartment holder in the building or ad-hoc committee or Societies as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flats /accommodations /apartments in the buildings, which are to be constructed on the Said Land and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

21.7 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall has all the rights under this agreement and other agreements in respect of the other apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the apartments in the building/s is received by the Promoter.

21.8 The Promoter herein has not undertaken any responsibility nor has he/they agreed anything with the Allottee / Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.

21.9 Adjacent terrace has / have allotted by the Promoter to the Allottee/Purchaser of such apartment to which the terrace is adjacent to that, the same terrace have to be used by the Allottee/Purchaser herein or any other occupier on his behalf shall use the same being terrace and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of the Allottee/Purchaser or occupier on his behalf and recover the cost of removal from Allottee/ Purchaser or occupiers, till the building is convey in favour of the society as aforesaid and after conveyance the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as a exclusive right to use the terrace, sitout, passages, open space, parking space etc. alongwith the Said Apartment, if any.

21.10 The Promoter herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Land

which Promoter herein is constructing, hence Allottee / Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchasers are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Apartment because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly, after completion of the project and conveyance in the name of society, the such society will have absolute authority to expel the member for the Said Apartment and dispose off such apartment in market and refund the amount paid by the Purchaser to the Promoter herein being consideration of the Said Apartment. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

21.11 The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the Said Land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Allottee / Purchaser herein that, any buyer of the any

apartment in the building shall and will not entitled to chiezel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Allottee / Purchaser herein undertake to abide this condition and if any owner or occupier of any apartment in the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the apartments holders in the building which are under construction under Said Land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the apartment.

21.12 The Promoter herein specifically informed to the Allottee / Purchaser that, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the apartment, if any owner or occupier of such apartment in the building/wing chisel the aforesaid works in any manner. Considering this aspect, the Allottee / Purchaser herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

21.13 The parties hereto are well aware that, the Flat Number is three or four digit, first one or two digits denote floor of the building / wing and last digit denote the flat number.

21.14 The parties hereto are well aware that, in sanction building plan floor height is shown bottom of the floor slab and top of the top slab of concern floor/apartment and considering masonry and flooring work, always height shall be less than the shown in the sanction plan and considering this aspect floor to top of the apartment, the height will be near about 8'9" to 9' and the Purchaser herein accepted the aforesaid calculation and height by executing this present.

21.15 The Promoter herein has disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewerage as stated in clause no. 1 herein above written and the Allottee/Purchaser herein with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Allottee/Purchaser herein accept that, the Promoter herein only responsible to provide the aforesaid facilities from concern authorities and not responsible for any shortfall of water, electricity and provision of drainage and sewerage, for the reason same is beyond the control of the Promoter.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

22.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual,

physical and legal possession of the project land for the implementation of the Project;

22.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

22.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report;

22.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

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

- 22.7 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- 22.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- 22.9 At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- 22.10 The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d 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;
- 22.11 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 land) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

23. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID APARTMENT ETC:-

The Allottee / Purchaser himself/ herself/ themselves with intention to bring all persons into whosoever hands the Said Apartment may come, doth hereby covenant with the Promoter as follows for the Said Apartment and also for the building in which the Said Apartment is situated.

- 23.1 To maintain the Said Apartment at the Allottee / Purchaser's own cost in good tenantable repair and condition from the date of possession of the Said Apartment is taken and shall not do or cause to be done anything in or to the Said Apartment or the building in which the Said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the Said Apartment and/or to the building in which the apartment is situated and in or to the Said Apartment itself or any part thereof.
- 23.2 Not to store in/outside the Said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Said Apartment

is situated on account of negligence or default of the Allottee / Purchaser in this behalf, the Allottee / Purchaser shall be liable for all the consequences of the breach.

- 23.3 To carry at his/her/their own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee / Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. But in the event of the Allottee / Purchaser committing any act in contravention of the above provisions, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- 23.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Said Apartment.

- 23.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 23.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Said Land and the building.
- 23.7 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the Said Apartment by the Allottee / Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 23.8 The Allottee / Purchaser shall not let, sub-let, transfer assign or part with Allottee / Purchaser interest or benefit factor of/under this agreement or part with the possession of the Said Apartment until all amounts payable by the Allottee / Purchaser to the Promoter under this agreement are fully paid up and only if the Allottee / Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee / Purchaser has intimated in writing to the Promoter and obtained written consent thereof.

23.9 The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee / Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

23.10 Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society as aforesaid and thereafter also till the expiry of defect liability period, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.

23.11 Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Co-operative society and thereafter also till the expiry of defect

liability period, the Allottee and co-operative society shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.

- 23.12 The Promoter herein is promoting the project on the Said Land having high value and having harmony in construction as well as colour combination and to maintain the same if any apartments holders in the project desire to have the any internal changes in his accommodation he shall obtain prior permission from the society and till the formation of society the Promoter herein, in writing by depositing the deposit amount of Rs.50,000/- or amount which will be decided from time to time by concern Co-Operative Society of the building in which such apartment is situated and such amount shall and will have no interest. The Purchaser herein shall store rubbish, require material etc. on his/her allotted parking area and after completion of internal work, the such apartment holder shall remove all rubbish etc. from the apartment as well as within the premises of the project elsewhere at his own cost and risk and clean the site at satisfaction of the Promoter or society has the case may be and thereafter on application, the society or Promoter as the case may be will refund the deposit amount without interest thereon to such apartment holder. On the contrary if the such apartment holder fails to clear the site as aforesaid then association will clear the such rubbish etc. by

deputing proper employees at the cost and risk of the such apartment buyer and deduct the amount of expenditure along with lump sum fine of Rs.25,000/- out of the deposit amount and refund the balance if any to the such apartment holder or recover the additional amount if recoverable.

24. NAME OF THE SCHEME AND BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **“33 Milestone”** and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee / Purchaser or other apartment holders in the building/s or proposed Society are not entitled to change the aforeSaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

25. MEASUREMENT OF THE AREA OF THE SAID APARTMENT:-

Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Allottee / Purchaser herein has agreed to purchase the Said Apartment alongwith appurtenances thereto on ownership basis for the lumsum consideration as stated in Clause No.3 hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the Said Apartment and further the carpet area

is calculated as defined in The Real Estate (Regulation and Development) Act 2016.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser 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/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser 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.

26. SERVICE OF NOTICES:-

All notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Promoter by Registered Post A.D. and notified email ID (if any) at the address and email ID specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee / Purchaser after execution of this Agreement. It

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

27. EFFECT OF LAWS:-

27.1 This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

27.2 Forwarding this Agreement to the Allottee/ Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/ Purchaser until, firstly, the Allottee/ Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/ Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) / Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee /

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

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

27.4 Any amendment required be carried out by authority or law or for whatsoever other reason the same shall be carried out by the parties hereto by proper registered Correction /Supplementary Deed to this Agreement.

27.5 It is clearly understood and so agreed between the parties hereto that, hereinafter subsequently after full payment of agreed consideration and other dues paid by the Allottee/ Purchaser to the Promoter and have the possession of the Said Apartment if Allottee/ Purchaser transfer /assign the right, title, interest under this agreement to any transferee /assignee with the prior consent of the Promoter till conveyance of the

building in which Said Apartment is situated executed and registered in favor of society which will be formed for apartment holders in such buildings and thereafter of such society, then all provisions and obligations arising under this agreement in respect of the Said Project shall equally applicable to and enforceable against such transferee/ assignee of Said Apartment since the said obligation go along with the Said Apartment for all intents and purpose.

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

28. DISPUTE RESOLUTION AND GOVERNING LAW :-

- 28.1 If any dispute arises between the parties hereto in pursuance of terms and conditions set-forth in this present and performance of the either party shall be settled amicably and in failure to settle the dispute amicably, which shall be referred by the concerned party who has grievance against other party to the Authority appointed under The Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

28.2 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 will have the jurisdiction for this Agreement, for the disputes, which not covered under Sub Clause 28.1 hereinabove written.

29. STAMP DUTY AND REGISTRATION FEE:-

29.1 The consideration of the Said Apartment as agreed between the Promoter and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Apartment is as stated in clause no.2 hereinabove written. This agreement is executed by the parties hereto under The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, and rules made thereunder. The Said Entire Property is situated within the influence areas as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence as per The Maharashtra Stamp Act, 1958, Schedule-I, Article 25(b)(ii) read with Explanation-I, attract the stamp at 5% on market value of the Said Apartment of the transaction is applicable. As per ready reckoner available with Sub-Registrar Haveli the value of the Said Apartment works out less than the aforesaid agreed consideration. The Purchaser/s herein has paid proper stamp-duty alongwith appropriate registration fees herewith. The

parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Purchaser/s will be the member in respect of the Said Apartment.

- 29.2 As per Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii) if the Purchaser herein transferred /assign the rights under this agreement to any subsequent Purchaser within a period of 1 year the Purchaser herein is entitle to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I Article 25 Explanation -1, the parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee / Purchaser will be the member in respect of the Said Apartment.

SCHEDULE-I

(DESCRIPTION OF THE SAID LAND)

All that property bearing Survey No.92 admeasuring 00 Hectare 69 Ares situated at Village Tathwade, within the Registration District Pune, Sub-registration District Haveli, Taluka Mulshi and within the limits of Pimpri Chinchwad Municipal Corporation, Pimpri and which area admeasuring 00 Hectare 69 Ares, i.e.6900 sq.mtrs. is bounded as follows:-

- On or towards the East - By Survey No.92 & 89/1A
- On or towards the South - By Survey No.92/1 & Road.
- On or towards the West - By Survey No.93
- On or towards the North - By Survey No.91/6 & 91/7

And alongwith all structures, edifices, trees, water, water courses etc. if any standing thereon and right to use permissible TDR and have all the buildable potential under whatsoever head, without reserving any rights, things etc.

(As per ready reckoner available with Sub-Registrar Haveli aforesaid property is situated within Division ----, -----, Pimpri Chinchwad Municipal Corporation, Pune Sub-division -----, Survey No.92).

SCHEDULE-II
DETAILS OF THE SAID APARTMENT

1. Name of the Project : **33 MILESTONE**
2. Apartment/Flat No.
3. Floor
4. Building / Wing No. -----,
5. Apartment consisting of, One Living, one kitchen/Dining, One Bedroom with attach Toilet, One Bedroom, One WC, One Bath and internal usable area.
6. Apartment Carpet Area admeasuring _____ Sq.mtrs. i.e. _____Sq.ft. including amalgamated the then balcony as per sanctioned plan in light of Development Control Rule.

OR

- Apartment Carpet Area admeasuring _____ Sq.mtrs. i.e. _____Sq.ft. excluding amalgamated balcony as per Development Control Rule. Balcony Carpet Area admeasuring _____ Sq.mtrs. i.e. _____Sq.ft.
7. Exclusive Adjacent Open Terrace/Varanda/Sit out Carpet Area admeasuring _____ Sq.mtrs. i.e. _____Sq.ft.
 8. Exclusive Right to use one Car Parking space out of the restrictive common area.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and sealed on the day month and year first hereinabove written.

I) **SIGNED, SEALED AND DELIVERED**
by within named the Promoter
**M/S. LABH PROMOTERS
AND DEVELOPERS,**
Through its authorised Partner
MR. RAHUL BHAGWANDAS SANKLA

II) **SIGNED, SEALED AND DELIVERED**
by within named the Purchaser/s

IN THE PRESENCE OF:-

- 1) Signature _____
Name _____
Address _____
- 2) Signature _____
Name _____
Address _____

ANNEXURE-1
(Present sanctioned Layout and
Building Plan of the Said Land)

ANNEXURE-2
(SANCTIONED FLOOR PLAN OF THE SAID
TENEMENT)

ANNEXURE-3

(Specifications of the Buildings and Apartments)

FOUNDATION :

Foundation as per the R.C.C. Consultant's recommendation.

STRUCTURE:

R.C.C. framed building structure with slabs and lintels.

WALLS:

External walls in 5" thick brick masonry and internal walls in 5" brick masonry work in cement mortar.

FLOORING:

Vitrified tile flooring in all rooms with skirting. Ceramic flooring in adjacent terrace and dry balcony.

DOORS:

Attractive Main Door with good fitting and night latch. All other doors will be commercial flush doors with laminate. Plywood/wood door frames with laminated. Granite Marble door frames for toilet and bath for internal side.

WINDOWS:

Two and Three track Aluminium sliding windows with safety M.S. Grill.

KITCHEN:

Granite kitchen platform with stainless steel sink and glazed tile dado up to the lintel level.

TOILETS, BATHROOM & W.C. :

Ceramic tile flooring, glazed tile upto the lintel level and Hot and Cold water mixer unit in bath.

ELECTRICAL:

Concealed copper wiring.

Good quality concealed electrical fittings.

Concealed T.V. point in living room.

PLUMBING:

Good quality concealed plumbing.

PLASTERING:

Gypsum finished internal wall and sand finished external wall.

PAINTING:

Oil Bond distemper on internal walls and acrylic paint on external walls.

NOTE :-

- 1. The aforesaid specifications are general and will be provided in the residential apartment as suitable in apartment as per the discretion of the Promoter.***
- 2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.***

ANNEXURE-4

(Common & Restricted Facilities and Amenities For the Project)

(A) Common Facilities and Amenities :-

1. Garden:- Landscaped Garden with children's play area.
2. Club House.
3. Systems :-
 - 3.1) Fire Fighting Installations
 - 3.2) Waste water treatment plant
 - 3.3) Rain Harvesting System
 - 3.4) Power back up for lifts, Pumps and partial common lighting
4. Road :- All internal roads concrete / paving block.
5. RCC Frame work structure of the buildings.
6. Drainage and water line work.
7. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
8. Light points outside the building and the staircase/s as well as those in the common parking space.
9. Water tank / tanks for the project alongwith water pump.
10. Lift / Elevator, lift well and elevator equipments for each wing / building.
11. Landscape garden, decorative entrance gate.

(B) Restricted Common Facilities & Amenities :-

1. The terrace/veranda/Sit-out in front of or adjacent to the apartment/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such apartment/flat.
2. The utility adjacent area adjacent to the kitchen of the apartment/flat in the Said Building/s if any, shall belong for

exclusive use to the respective Allottee / Purchaser of the such apartment/flat.

3. As stated in clause No.19, the parking area which is kept for allotting to apartment holders in the project being exclusive right to use car parking space shall be treated as restricted common parking space for such apartment holders. Similarly as stated in clause No.19 parking area which is kept for common parking for the apartment holders who have not got allotted exclusive right to use car parking space shall also be treated as restricted common parking space for such apartment holders.
4. For Apartment /Flat No.____ in Building /wing No.____ situated at ____ floor proportionate Carpet Area admeasuring --
----- sq. mtrs. i.e. ----- sq. ft. out of total area
admeasuring ----- sq. mtrs. i.e. ----- sq. ft. being
common area under staircases, lifts, staircase, lift, lift lobbies,
Fire escape, and common entrance and exit of the building, in
which apartment is situated.

ANNEXURE-5

(Copy of commencement certificate)

ANNEXURE-6

(7/12 extract for S No 92 Tathawade)

ANNEXURE-7
(Certificate of Title)