

ARTICLE OF AGREEMENT

| This Agreement is made at Pune this th-day of July in the year 2018.

BETWEEN

M/s. RAINBOW REALTY, a partnership firm registered under the Indian Partnership Act, 1932, having its office at: Plot No- 60 ‘Kedar’, Mitramandal Colony, Parvati Pune 411009.

PAN. AAKFR9145H

Through its Partner & authorized signatory;

[1] Mr. Anup Harshkumar Mehta.

Age: 45 years; Occupation: Business; Adhar No. :- 311098107285

[2] Mr. Vikas Kumarpal Shah.

Age: 45 years; Occupation: Business; Adhar No. :- 300855610009

Hereinafter referred to as the " PROMOTER/DEVELOPER"Which expression shall mean and include the said Partnership Firm, its partners,assigns and heirs, executors, administrators of the partners etc. ---PARTY OF THE FIRST PART.

And...

1) MR.

Age: - Years; Occ.:- Service/Business;
PAN:- Adhar No. :-

2) MRS.

Age: - Years; Occ.:- Service/Business;
PAN:- Adhar No. :-

Both Residing at :-

Hereinafter referred to as the "ALLOTTEE/S / ALLOTTEE/S" Which expression shall mean and include his/ her/ their respective assigns and heirs, executors, administrators etc. --PARTY OF THE SECOND PART.

And...

1.

A) Mr. Bhaskarao Kisanrao Mhaske

Age:75 Years, Occupation: Agriculturist;

B) Mr. Rahul Bhaskar Mhaske,

Age:41 Years, Occupation: Business;

C) Mrs. Sunita Bhaskar Mhaske

Age:70 Years, Occupation: Household;

D) Miss. Vandana Bhaskar Mhaske

Age:43 Years, Occupation: Household;

All R/at : Seema Apartment, 9/3/1, Erandwana, Pune 411004.

E) Mrs. Seema Prasad Thakar (Miss. Seema Bhaskar Mhaske),

Age:39 Years, Occupation: Household;

R/at 9/3/1, Seema Apartments Erandwana Pune 411004.
2.

A) Noordin Karmali Mulani

Age:70 Years, Occupation: Business;

B) Nizar Noordin Mulani

Age: 51 Years, Occupation: Business;

C) Amin Noordin Mulani

Age:43 Years, Occupation: Business;

All R/at:103 Shivaji Nagar, Chunwala Chambers Pune 411005.

Through their Constituted Attorney Holder;

Mr.Anup Harshkumar Mehta

Age: 45 years, Occupation: Business,

OR

Mr. Vikas Kumarpal Shah

Age: 45 years, Occupation: Business,

Hereinafter called and referred to as “THE OWNER” the Consenting Party (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, and administrators) ...OF THE THIRD PART;

WHEREAS all that piece and parcel of land admeasuring 00-Hectors 75-Ares, equivalent to **7500 sq. mtrs.** out of all that piece and parcel of land bearing Gat no. 559 hissa no. 1 totally admeasuring about 13-Hectors 39-Ares + pot kharaba 00-Hector 19-Ares, situated within the registration District-Pune sub-district taluka Haveli and revenue village Wagholi (which is more particularly described in the **scheduled IA** herein below and herein after referred to as the said property No.1) is presently owned by Mr. Bhaskar Kisanrao Mhaske and their family members (herein after referred to as the owners No.1A to 1E)

AND WHEREAS by Sale Deed dated 30/12/1972, Mr. Pandharinath Tukarama Shinde, Mr. Anandrao Pandharinath Shinde, Mr. Rohidas Anandrao Shinde and Mr.Ramdas Pandharinath Shinde absolutely conveyed an area 24-Acre 12-Guntha equivalent 09-Hector 83-Ares out of Survey no.78 to and in favour of Mr. Bhaskarrao Kisan Mhaske i.e. the Owner No.1. The said Sale deed was duly registered in the office of Sub Registrar, Haveli No.2, Pune at Sr. No.2976/1972. The effect of the said transaction was given to the revenue record of the aforesaid land vide M.E. No 7547.

AND WHEREAS in the year of 1973 and thereabout, the Consolidation officer implemented scheme for the consolidation of holdings in village Wagholi, Taluka Haveli, Dist. Pune under section 15A of The Bombay Prevention of the Fragmentation and Consolidation Act 1947, whereby the Survey No. 78 and other Survey Numbers converted in to Gat No.559 totally admeasuring about 14-Hector 27-Ares including Pot kharaba admeasuring about 00-Hector 19-Ares. The effect of the said consolidation was given to the revenue record by mutation entry No.1 of the aforesaid property.

AND WHEREAS Mr. Bhaskarrao Kisan Mhaske & others sold out, a separated area admeasuring 00-Hectare 16.75-Ares, out of Gat No. 559/1 to Mr. Noordin Karamali Mulani i.e. Owner No.2A herein, through Sale Deed No.945 dated 11/04/2000. Accordingly an effect has been given on revenue record vide mutation entry No.8247.

AND WHEREAS Mr. Bhaskarrao Kisan Mhaske & others sold out, a separated area admeasuring 00-Hectare 15.34-Ares, out of Gat No. 559/1 to Mr. Noordin Karamali Mulani through Sale Deed No.3170 dated 11/12/2000. Accordingly an effect has been given on revenue record vide mutation entry No.8522.

AND WHEREAS Mr. Bhaskarrao Kisan Mhaske & others sold out, a separated area admeasuring 00-Hectare 13.1580-Ares, from and out of Gat No. 559/1 to Mr. Nizar Noordin Mulani i.e. Owner No.2B herein, by Sale Deed No.2543 dated 13/10/2000. Accordingly an effect has been given on revenue record vide mutation entry No.8523.

AND WHEREAS Mr. Bhaskarrao Kisan Mhaske & others sold out, a separated area admeasuring 00-Hectare 10.4916-Ares, from and out of Gat No. 559/1 to Mr. Amin Noordin Mulani i.e. Owner No.2C herein by Sale Deed No.2544 dated 13/10/2000. Accordingly an effect has been given on revenue record vide mutation entry No.8524.

AND WHEREAS thus the said property particularly mentioned in Schedule IA and IB, finally devolved upon Consenting Party No.1 and 2 respectively as the sole and absolute owners of the said property and are entitled to deal with and to dispose ~~off~~of the said property in any manner.

AND WHEREAS the Owner No.1 A to E entrusted the development rights with the Party of the First Part i.e. M/s. Rainbow Realty by executing Agreement for Development dt.21/12/2012 in respect of land admeasuring about 7500 sq. mtrs. out of the land bearing Gat No.559/1, situated at village Wagholi, Pune on the terms and conditions particularly mentioned therein. In support of the said Development agreement, Owner No.1A to E have jointly executed General Power of Attorney in favour of the partners of M/s. Rainbow Realty. The aforesaid Development agreement and Power of Attorney both dt.21st December 2012, are duly registered in the office of Joint Sub Registrar, Haveli No.II, Pune at Sr. No. 297 and 298 on dt.08/01/2013 respectively. The aforesaid property particularly mentioned in the **Schedule A-I** written hereunder.

AND WHEREAS all that piece and parcel of land admeasuring 00-Hectors 55.53-Ares, equivalent to **5553 sq. mtrs.** out of all that piece and parcel of land bearing Gat no. 559 hissa no. 1 totally admeasuring about 13-Hectors 39-Ares + pot kharaba 00-Hector 19-Ares, situated within the registration District-Pune sub-district taluka Haveli at revenue village Wagholi (which is more particularly described in the **scheduled A-II** herein below and herein after referred to as the said property No.1) is presently owned by Mr.Noordin.K.Mulani, Mr.Nizar.N.Mulani and Mr.Amin.N.Mulani (herein after referred to as the owners No.2A to 2C)

AND WHEREAS the Owner No.2 A to C entrusted the development rights with the Party of the First Part i.e. M/s. Rainbow Realty by executing Agreement for Development dt.25/02/2013 in respect of land admeasuring about 5553 sq. mtrs. out of the land bearing Gat No.559/1, situated at village Wagholi, Pune on the terms and conditions particularly mentioned therein. In support of the said Development agreement, Owner No.2A to C have jointly executed General Power of Attorney in favour of the partners of M/s. Rainbow Realty. The aforesaid Development agreement and Power of Attorney both dt.25th February 2013, are duly registered in the office of Joint Sub Registrar, Haveli No.I, Pune at Sr. No.1775 and 1776 on dt.26/02/2013 respectively. The aforesaid property particularly mentioned in the Schedule A-II written hereunder.

By virtue of the aforesaid Development Agreements interest between the Party of the First Part and Owners, the Developer alone has the sole and exclusive right to develop and construct the building/s and implement housing project on the consolidated blocks and book, sell or otherwise alienate in whatsoever manner the flats, tenements, parking spaces, garages etc. and to receive the sale price and deposits thereof as per the terms and conditions mentioned in the agreements dt. 21/12/2012 and 25/02/2013.

AND WHEREAS the present Promoter/Developer have floated the residential CUM commercial project on the said land in the name and style (“RAINBOW CROSSROAD” For commercial showrooms & offices and “RAINBOW GRACE” for residential premises) consisting of Commercial Showrooms & offices /residential flats in High-Rise Building and appurtenant common amenities in the project and that they have an absolute right and authority / rights to develop the said land, by constructing multi-storeyed buildings, Flats, etc. thereon and has exclusive right to sell, lease, mortgage, etc. thereon in the building/s, which is under construction or to be constructed on the said land by Promoter/Developer and to enter into agreements with the Allottee/s, Mortgagees, lessees, allotted etc. and to receive sale price and deposit and other charges in respect thereof.

AND WHEREAS the Promoter/Developer had submitted the layout of the said land & plans of the buildings on the said land to the Assistant Director of Town Planning, Pune for its approval and the same is approved by its letter no.Layout/NABP/Village Wagholi/Taluka Haveli/Gat No.559/1part/5393 dt.10/09/2013. The aforesaid plan further forwarded to the Collector, Pune for sanction and permission of Non agriculture use of the said land. The Collector Pune (Revenue branch) has issued their permission under section 44 of the Maharashtra land revenue code 1977, for non-agricultural use of the said land and the said permission is granted by the additional collector Pune vide order no PMH/NA/SR/1076/12 dated 31/12/2013.

AND WHEREAS the Promoter/Developer had further submitted said building plan for revision after some changes to the PUNE METROPOLITIAN REGION DEVELOPMENT AUTHORITY, Pune and the same sanctioned vide its letter No. 623/16-17 dated 29/12/2016.

A) According to the above mentioned sanctioned/revised plan the area of the property has been earmarked/ utilized as under:-

Sr. No.	Use	Area	Remark
<u>1.</u>	<u>Net Plot Area</u>	<u>13053 sq.mtrs.</u>	
<u>2</u>	<u>Total Permissible Area (FSI)</u>	<u>14650.36 Sq. Mtrs.</u>	
3	Road Widening	774.83 Sq. Mtrs.	FSI not availed
4	Under Service & R.P. Road	1544.22 Sq. Mtrs.	FSI utilized
5	Open Space (to be developed)	1073.39 Sq. Mtrs.	
6	Amenity Space	1610.09 Sq. Mtrs.	FSI in lieu to be availed

a) The promoters have sanctioned the plans of ‘A & B Building having two Wings each A & B and C & D respectively. The Parking on lower ground + upper ground & Ground floor. The residential units on Stilt + 12 floors on A and B wing. The B Building having C & D wings having residential units on Stilt + 11 floors.

~~b)~~
b) The amenity space adm.1610.09 Sq. Mtrs. has been divided in to two separate plots earmarked as per sheet attached.

~~c)~~
c) The promoters have already disclosed to the Allottees the said amenity space shall be developed by promoter themselves for the users permissible under Development Control Regulation (DCR) and/or to utilize the FSI in lieu of said Amenity Space for the construction of additional floors on building A in the layout.

| ~~e)d~~ The marginal open space in front of the Commercial building shall always kept open and exclusive use for the respective commercial shops.

| ~~f)e~~ S.T.P. Plant, electricity Transformer shall always be common for Wing A, B, C, D and for commercial. The common amenities provided on Podium and terrace shall common for Wing A,B,C and D wing only. The open space in front of commercial units shall always use by the respective Commercial owners

The Promoters has entered into a standard Agreement with the Architect of the Said Scheme M/s. Ankur Associates, c/o Arch Prakash Kulkarni Pune, who are duly registered with the Council of Architects,

- | B) The Promoters has also appointed the structural Engineer M/s P. S. Kulkarni,(Reg.No.96/88) for structural designs and drawings of the building/s and the Promoters has accepted the professional supervision of the Architect and the structural Engineer till the completion of the building,
- C) The Promoters has obtained the title certificate in respect of the said Property and the said Scheme thereon, from advocate ADVOCATE JITENDRA PAWAR;
- D) The Promoters, herein, is absolutely entitled to implement the said Scheme and to sell the proposed units therein on ownership basis;
- E) The Allottees is/are aware of the fact that the promoter has entered or will enter into similar and / or separate Agreements with several other Allottees, person and parties in respect of flats in the said building/ project;
- F) On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Ankur Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- | G) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII-A and XII or any other relevant revenue record showing the nature of the title of the Owners and rights of the Promoters to the project land on which the buildings are constructed or are to be constructed have been annexed hereto and marked as Annexure A and B, respectively.
- H) The Allottee has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the Allottee strictly.
- I) The Allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall be binding on the allottee and that the allottee shall not hold the Developer/Promoter responsible for such contrary conditions, except for any fault attributable to the Promoter.

- J) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C’.
- K) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for in the said project have been annexed hereto and marked as Annexure ‘ E’.
- L) The authenticated copies of the plans showing said Flat to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure ‘D’ .
- M) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building.
- v) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- w) The allottee herein being interested to acquire a residential/ commercial unit applied to the promoter for allotment of the same by an Application to Purchase.
- x) The promoters disclosed all the necessary information to the allottee as contemplated by provisions of Sec. 11 (3) of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as ‘**RERD Act**’) such as sanctioned plans, layout plans, specifications, stage wise time schedule of completion of project and civic infrastructure like water, sanitation and electricity.
- y) The allottee also conveyed by said application that, allottee is interested for allotment of the said Flat on the basis of personal inquiry at the site.
- z) It is also clarified between promoter and allottee that there is no agency for the present transaction between the parties except sales team &/Or direct selling agents working exclusively for developer.
- aa) The promoters have also disclosed the necessary documents and details throughout the present agreement, Annexed hereto as required by the provisions of Chapter III of the RERA Act.
- bb) The Promoter has completed the construction work of Wing No. C and D prior to commencement of the said act and the PMRDA also issued completion Certificate No.623/2016-17 dt.31/07/2017 for the said wings and therefore the registration for the said wing No. C and D is not mandatory. The Promoter has further registered the said Project for remaining wings under the

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provisions of the Real Estate (Regulation & Redevelopment) Act, 2016, with the Real Estate Regulatory Authority and the RERA Reg. No. is [P52100008364](#).

- cc) unless otherwise provided the definitions of the terms used in this agreement shall be as under –
- (i) **‘ACT’** :- Real Estate (Regulation and Development) Act, 2016
 - (ii) **‘RULES’**:- Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017
 - (iii) **‘AUTHORITY’**:- Real Estate Regulatory Authority established under Sec. 20 (1) of RERD Act.
 - (iv) **‘CARPET AREA’**:- Net usable floor area of the said Flat, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, appurtenant to the said Unit for exclusive use of the Allottee but includes the area covered by the internal partition walls of the said Flat.
 - (v) **‘INTEREST’**:- @ 2% more than the highest marginal cost of lending rate of State Bank of India.
 - (vi) Each of the provisions of these Covenants, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
 - (vii) The remaining terms used in the agreement shall have same meaning as defined by RERD Act and Rules thereunder.

- dd) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.
- ee) Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-

- 1) PRINCIPAL COVENANT BY THE PROMOTER :-**
- a) The promoter shall carry out the construction of building and the said building as described in **‘Schedule I’** hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
 - b) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act. In event of any other addition or alteration the promoter shall have to obtain prior consent in writing of the

allottee in respect of variation or modification which may adversely affect the allotment of the allottee.

- 2) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the **Flat No._____**, on the **____th floor** of **wing No.____** and area is as under –

Carpet Area	_____sq.mtrs.	_____sq.fts.
Adjoining Terrace	_____sq.mtrs.	_____sq.fts.
Enclosed Balcony	_____sq.mtrs.	_____sq.fts.
OTTA area	_____sq.mtrs.	_____sq.fts.
Dry Balcony	_____sq.mtrs.	
Enclosed Cupboard	_____sq.mtrs.	_____sq.fts.
Garden area (exclusive right to use)	_____sq.mtrs.	_____sq.fts.

For the purposes of this Clause and this Agreement, “carpet area” shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any), exclusive balcony, dry balcony and open terrace area but includes the area covered by the internal partition walls and internal columns of the said Unit. The carpet area of the said Unit shall be subject to a variation of 3%.

Hereinafter referred to as "**the Flat**" and more particularly described in '**Schedule II**' hereunder.

The nature, extent and description of the common areas and facilities are described in **Schedule IV** hereunderand external and internal development works are described in **Schedule V** while the specifications are described in '**Schedule III**'.

3) **CONSIDERATION AND MANNER OF PAYMENT :-**

That the total consideration / price of the said flat has been agreed upon Rs. _____/- (Rupees _____ Lakh _____ Thousand only), from and out of said total consideration the allottee has already paid to the promoter a sum of Rs. _____/- prior to the execution of this Agreement.

Rs._____-/- Paid through cheque No. _____dt._____/2018 drawn on _____, _____, Pune.

_____Rs. _____/- Paid through cheque No. _____ dt. ____/2018 drawn on _____, _____, Pune.

- 3.1) **MANNER OF PAYMENT:** That the allottee/**s** shall pay the abovementioned consideration amount in the following manner:

No.	Description of stage	Amt Rs.
1	45% upto plinth work	
2	20% of agreement value on completion of roof Slab of 4 th floor	
3	5% of agreement value on completion of roof Slab of 8 th floor.	
4	5% of agreement value on Brick work and internal Plaster of respective flat/ Unit	
5	5% of agreement value on completion of flooring of respective flat/Unit	
6	5% of agreement value on completion of staircase/ lobby/ lift well of respective floor	
7	5% of Agreement value on completion of External Plumbing, Electrical Wiring Etc of respective flat/unit.	
8	5% agreement value on completion of Lift /water Pump/ Electrical fitting	
9	5% of agreement value on handling on or before of Possession	

Rs. _____/- (Rupees _____ only)

- 3.2) It has been expressly agreed and confirmed by the Allottee that the above said lump-sum agreed consideration is inclusive of Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017 only and arrived at after considering the benefits arising out of input tax credit. In addition to the above said lump-sum agreed consideration, the Allottee shall separately bear and pay all the amounts towards Stamp Duty, Registration Fees, legal Charges, and the amounts paid against the Maintenance charges and any other taxes duties imposed by government except Central & State Goods & Service Tax. The promoter shall not demand or refund any amount in case of change in Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017 by authorities considering this as a lump sum contract.
- 3.3) **ESCALATION**:-The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand. The

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promoter may charge the allottee separately for any up gradation/ changes/ extra work specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Authority.

- 3.4) **APPROPRIATION OF RECEIPTS-** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 3.5) **DELAY IN PAYMENT AND CONSEQUENCES-** Without prejudice to the right of promoter to charge interest in terms detailed hereunder, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement;

Provided that, Promoter shall issue to the allottees such notice demanding the outstanding within fifteen days of the receipt/ deemed receipt thereof, by Registered Post AD at the

Mail address _____

Email Address:

provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period the agreement shall stand terminated by operation of the notice itself and no separate order, notice etc. be required.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amount received under the agreement subject to deduction of

- (a) administrative charges of Rs. 10% of agreement value /-,
(b) the amounts actually incurred by promoter for execution and registration of agreement,
(c) the amount incurred for Taxes, Stamp Duty, Registration, LBT, GST etc.,
(d) Charges of notice within a period of thirty days of the termination.
(e) Brokerage or incentive paid to sales team.

Upon such refund or attempts for refund and deposit of amount in separate account as detailed hereunder the promoters shall be entitled to carry out another booking of the Flat and to execute necessary agreement and incidental documents for sale of such Flat.

- 3.6) **INTEREST ON UNPAID DUE AMOUNT:-**

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest at MCLR (as per SBI) + 2%per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal 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 delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/Flat, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Flat.

~~3.7)~~

~~3.8)~~

~~3.9)~~**3.7) MODUS TO PAY INSTALLMENTS:-**

The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the Service Tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

3.9) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of Allottee.

3.10) FORM OF PAYMENT:- Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of ‘ M/s. RAINBOW REALTY ’ payable at Pune.

3.11) MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT:-

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any deficit in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days without interest. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan at the same rate and without any interest. All these monetary adjustments shall be made at the same rate as per square meter rate as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated

surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

Notwithstanding anything contrary contained herein, the allottee shall not be entitled to claim possession of the said Flat until the completion certificate is received from the local authority and the allottee has paid dues payable under this agreement in respect of said Flat to the promoter and has paid the necessary maintenance amount/ deposit and other taxes payable under this agreement in respect of said Flat to the promoter.

4. **ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES :-**

Allottee hereby acknowledges that,

- a) The promoter has disclosed the necessary information at the time of booking by letter of allotment as well as by display at the site
- b) The promoters have disclosed all the documents about title to the land, encumbrances, search and title report,
- c) The date of delivery of possession of the Flat has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in schedule IV (A).
- d) The disclosure regarding the utilization FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

5. **DELIVERY OF POSSESSION AND TERMS INCIDENTAL –**

- a) Time is essence for the Promoter as well as the Allottee as far the delivery of possession and payment of instalments is concerned. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allottee and the common areas to the association of the allottees after receiving the Occupancy/ Completion Certificate from the concerned Planning Authority.

b) **POSSESSION:-**

- (a) The promoter shall complete the construction of the Flat and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said Flat to the allottee on or before 31st day of March, 2020.

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

- (i) War, Civil commotion or act of God
- (ii) Any notice, order, rule, notification of the Government and /or other public or competent authority /court.
- (iii) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carry by the promoter as per sanction plan due to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power

Committee etc. or due to such circumstances as may be decided by the Authority.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or

(ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason;

the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest at MCLR(as-perSBI)+2% per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest MCLR (as per SBI) + 2%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Flat.

That the details of the time schedule for completion of the various stages of construction and development of external and internal development works shall be as detailed in Schedule V (A) and V (B) .

Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co - habit in the unit'. While the other works shall be carried out in due course. However in event the allottee creates any hurdle to complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

c) **PROCEDURE FOR TAKING POSSESSION –**

- (i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment from Allottee as per the agreement shall offer in writing the possession of the Flat, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice;
- (ii) the Promoter shall thereafter handover the possession of the Flat to the Allottee on the appointed date and time conveyed by the notice mentioned above.
- (iii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

(i) THE ALLOTTEE SHALL AT THE TIME OF RECEIVING POSSESSION –

- (a) Execute the acknowledgment of receipt of possession of the Flat, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- (b) Allottee shall also execute the necessary indemnities and undertakings regarding overall maintenance of the Flat and the building, payment of contributions to the Condominium or society of Flat allottees, maintenance and upkeep of the common amenities, facilities and areas.
- (ii) In event of failure by allottee to take possession by executing the above documents shall make allottee liable for payment of maintenance, charges, contributions to the organization of unit holders as well as the taxes and outgoings as applicable from time to time.

6) MAINTENANCE:-

- (a) That the allottee and organization of allottees in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the Flats and building
- (b) Such maintenance shall be taken over by the organization of unit holders after final conveyance of the building to the organization
- (c) However during the period i.e. from delivery of possession of the Flat till final conveyance/ handing over possession of all unit holders of the building the maintenance shall be looked after by the promoters from contribution to be received from allottees.
- (d) The allottee shall at the time of delivery of possession of the Flat pay to the promoter the advance maintenance @ Rs. -----/- per Sq. Ft. per annum.
- (e) The promoter shall deposit the entire amount of maintenance in a separate account open for that purpose and shall utilize the same for maintenance of the building till final conveyance. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount. Thus the amount received for advance maintenance is not the amount for 'one time maintenance'
- (f) As detailed above the entire project comprises of 4wings and some of the amenities and facilities are common for all the four wings, the maintenance affairs in respect of common amenities and facilities shall be handed over to associations of 4 wings jointly.
- (g) The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of

the structure of the building or wing is executed in favour of the proposed society or a limited company or Condominium as aforesaid.

- (h) The promoter shall incur the expenses for the amount for the maintenance from such separate maintenance account and shall furnish the accounts to the organization at the time of final conveyance.

7) FORMATION OF ORGANIZATION AND FINAL CONVEYANCE-

- 7.1 The Promoter proposes to form three Co-Operative Housing Society of the Flat/Unit Allottees of the said entire project under section 9(1) of the Maharashtra Co-Operative Housing Society Act 1960 and rules thereunder. One separate common society for Wing No.A and B (Residential) and another common society for Wing No. C & D (Residential) & Third separate society for Commercial premises owners and to execute and register common deed of Conveyance in favour of the all three Co-Operative Housing Society jointly.
- 7.2 After booking of more than 51 % of Flats/Units in each building/ Wing the promoter shall apply for formation of society of the flat/Unit holders in that individual building/ wing under provisions of Maharashtra Co-Operative Housing Society Act 1960.
- 7.3 The final Conveyance deed shall be executed i) after completion of entire sale of flats/Units of all four wings ii) the society of last wing is registered iii) all the Flat/Unit Allottees have paid all the amounts due and payable by them to the Promoter and iv) have complied with all their obligations towards the Promoter. The Land and other common structures and facilities will thereafter be commonly conveyed in favour of the proposed Society as per and in accordance with the terms of this Agreement.
- 7.4 The Common amenities and facilities in the project shall be looked after by all Society jointly. There shall be the Apex Body / Management Committee represented by All society for maintenance of common amenities and facilities for all 4 wings.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER-

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. 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;
- v. 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;
- vi. 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 Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat] to the Allottee in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the association of allottees or Society the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

XI. COMPLIANCE OF RULES AND PLANS: The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of

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

xii. DEFECT LIABILITY:-

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

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. The Allottee/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members , Nailing on wall instead of using proper screws & plugs etc or damage water proofing or the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the defect liability under Real Estate (Regulation & development)Act 2016 to rectify defects automatically shall become void and Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. The word defect here means only the manufacturing and workmanship 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 and by negligent use of Flat by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage, ventilation, regular Usage & maintenance of Sanitary & Plumbing fittings. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lift, Sewage Treatment Plant, to be provided by the Promoter in the said Project and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and by the entity prescribed by such Manufacturer is not attended to by the Society formed of the allottees of Units in the said Project **“Rainbow Grace”** and or the Apex Society as the case may be.

Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period and such warranties are covered under the

maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

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

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

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

9. FIXTURE AND FITTING- The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the promoter in the said building and the Flat as are set out in **Schedule II** hereto.

10. Covenants as to usage and maintenance of flat:

The Allottee/s or himself or themselves with intention to bring all persons into whatsoever hands the premises may come both hereby covenant with the Promoter/Developer as follows:

- a. To maintain the said flat at Allottee's own cost and any goods therein in tenantable repair and condition from the date of possession of the said Flat is taken and shall not do or suffered to be done anything in or to the building in which the premises is situated, staircase or any passage which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building/s in which the said Flat is situated and the premises itself or any part thereof.
- b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or the lift or structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage the staircase, common passages or any other structure of the building in which the said Flat is situated, including the entrances of the building in the

premises is situated and also the said Flat itself and in case any damage is caused to the building in which the flat is situated or the said Flat on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c. To carry at his/her own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions, state and order in which it was delivered by the Promoter/Developer to the Allottee and shall not do or suffering to be done anything in or to the building in which the said Flat is situated or the premises which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.
- d. Not to do or permit to be done any act or thing which may render void or void able any insurance of the said property and the building thereupon in which the premises is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- e. Not to throw dust, dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property, common area and the building in which the premises is situated.
- f. Payment to the Promoter/Developer within 8 days of demand by the Promoter/Developer, his share of security deposit demanded by concerned local authority or government or giving electricity or any other service connection to the building in which the premises is situated.
- g. To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned local authority, and/or government and/or other public authority, on account of change of user of the premises by the Allottee viz. user for any purposes other than of residential purpose.
- h. The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of this agreement or part with the possession of the premises until formation of Apartment condominium or Society and all the dues payable by the Allottee to the Promoter/Developer under this agreement are fully paid up and only if the Allottee had not been guilty of breach or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter/Developer.
- i. The Allottee shall observe and perform all the rules and regulations which the Society/Apartment Condominium or the limited company may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building

and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The premises Allottee shall also observe and perform all stipulations and conditions of the Society/Apartment Condominium /limited company regarding the occupation and use of the premises 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.

- j. Till a conveyance of building in which premises is situated is executed the Allottee shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others at all reasonable times, to enter into and upon the said property and buildings or any part thereof to visit and examine the state and condition thereof.
- k. The Allottee shall be fixed the Air- Conditioners and their compressor in the space provided by the Architect of the Promoter/Developer and location of the air-conditioners shall be restricted to the above-mentioned space only.
- l. There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
- m. The Construction of chimneys, hanging telephone and telex wires, electric connections, fax, tele printer, computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoter/Developer and their Architect in writing.
- n. The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/Developers Architect in writing.
- o. Not to establish or operate in the said unit/Shop any liquor shop butcher shop, mechanic shop or Garage.

xiii) PERMISSIBLE USE- The Allottee shall use the said Flat/shop/office or any part thereof or permit the same to be used only for purpose as per sanction plan and municipal rules. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

xiv) In the project multi-storeyed high rise buildings/ wings are under construction and considering maintaining the stability of the building/ wings and internal structures herein specifically informed by the consultant of the promoter not to allow any internal changes. Hence there shall not be any customization permitted inside the said Flat. Changes such as Civil, Electrical, plumbing etc. shall not be allowed even during construction and till delivery of possession.

xv) shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.

xvi) The responsibility of the promoter regarding title of the land shall be till the final conveyance.

xvii) That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of

any breach, non observance or non – performance of such obligations given specifically herein to the allottee.

xviii) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee.

xix) That nothing herein contained shall construe as entitling the allottee any right on any of adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

xx) It is agreed by the allottee/s that the said Scheme/ Project has been sanctioned by Environmental Authority and Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the allottees and organization of allottees undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the society and unit holders and the promoters shall never be held responsible for the same.

xxi) Allottee/s is/ are aware that the project situates within the limits of Wagholi Grampanchayat and there are no adequate facilities for water supply from Public/ Local/ Government Authority. Hence the promoters shall be required to purchase the water tankers for water supply to the occupants of the project. Even after inclusion of the project within limits of Pune Municipal Corporation or such other body/ authority, the provisions of adequate water supply are not expected for a long stretch of time. Hence the allottees shall never object the supply of the water through paid water tankers. After hand over of the maintenance affairs to the Association of Flat or Co Operative Society and the entire liability towards such supplies shall be with the Association/society of Flat of each wing. While obtaining permissions from Authority, Promoter has given undertakings, affidavits, promises about water supply & Drainage facility from local Government body, Sewerage treatment, effluent management, Energy Conservation, Rainwater Harvesting, Disposal of Organic & E Waste, Trees Etc. It is accepted by allottee & will be legal binding on Allottee & OR Society to follow, observed & maintained commitments given by Promoter after conveyance of building, Land, tools & plants etc at their own cost & consequences.

11) PAYMENT OF TAXES, CESSSES, AND OUT GOINGS ETC:-

11.1 The Allottee/s herein is well aware that, the Central and State Government has imposed Goods and Services tax (GST) on the agreed consideration, for

the transaction for sale of Flat by the Promoter to the Allottee of the Flats under the Goods and Services Tax Act 2017 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government.

- 11.2 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) etc, but excluding Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017, is imposed/increased under respective statute by the central and state government respectively and further 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 under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 11.3 Notwithstanding anything contained or stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Flat 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/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

12) NAME OF THE PROJECT/ 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 **“RAINBOW GRACE”** and building will be denoted by letters or name or as decided by the promoter 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 Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances.

13) SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said Flat. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made there under.

14) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The allottee hereby agreed to purchase the Flat on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given (limited) common areas/ facilities, the use of the Common Areas/ Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association/society of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure G.

15) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

16) WAIVER NOT A LIMITATION TO ENFORCE :

- 16.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

16.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

17) PROVISIONS FOR PARKING SPACES -Considering the need of the Promoter to regulate the parking, in the interest of flat allottees, the Promoter has informed to the allottees, as under:-

- a. The promoters have not sold any covered or open parking spaces.
- b. Promoters shall facilitate the allocation of parking spaces to unit allottees.
- c. The respective unit holder having allocated particular parking space shall park his/her/their private vehicle in the respective parking lot only.
- d. The visitors shall on first-cum-first-served basis park their vehicles in the areas car-marked for Common Parking and not elsewhere.
- e. The Promoter shall regulate the entry and exit of the Allottee/s and visitors, inter alia, for security and parking purposes till final conveyance of all the buildings and the land underneath the building as well as common amenities and facilities.
- f. Car Parking shall be subject to the rules to be framed by the organization to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties visiting the Project. Street parking shall be strictly prohibited in all parts of the Project.

18) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

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

However, in the event the mortgage bank compels to create charge on the entire project then in such event the no dues no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.

19) BINDING EFFECT -

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in

connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

20) The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, and rules and regulations made there under or any statutory amendment (s) modification (s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the promoter with such permission, approvals which would enabled the Promoter to full fill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable.

21) Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

22) This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

23) That the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

24) ENTIRE AGREEMENT -

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

25) RIGHT TO AMEND

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

26) SEVERALBILITY

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

27) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

28) FURTHER ASSURANCES

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

29) PLACE OF EXECUTION

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

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

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

32) JOINT ALLOTTEES

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

33) STAMP DUTY AND REGISTRATION:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

34). The Allottee/s has/have informed the Promoter that the Allottee/s is/are an investor/s and hence the Allottee/s reserves his/her/its/their right to claim Stamp Duty set off/adjustment of Stamp Duty paid by the Allottee/s on this presents in terms of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 in the event the Allottee/s assigns, transfers the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent allottee/s.

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

36) GOVERNING LAW

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

37) Details of Schedule and Annexures to this Agreement

SCHEDULE	PARTICULARS
Schedule I	Said project/ Scheme
Schedule II	Said Flat
Schedule III	Specification
Schedule IV (A)	Amenities and Facilities
Schedule IV (B)	Limited Common Areas and facilities
Schedule V	Internal and External Development Work
Details of Annexure	
Annexure A	7/12 Extract of the land
Annexure B	Title Report
Annexure C	Sanction Plan
Annexure D	Floor Plan showing said Flat
Annexure E	Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

M/s. RAINBOW REALTY,
Through its Signatory,
Anup Harshkumar Mehta / Vikas Kumarpal Shah
Developer.

MR.

Allottee

Through their constituted attorney holder;

Mr.

WITNSSES:

1. Sign:	2. Sign:
Name :	Name :
Add:	Add:

DECLARATION

I/We,**Mr. Anup Harshkumar Mehta/Mr. Vikas Kumarpal** Partner of M/s. Rainbow Realty hereby declare that, the owner Mr.Bhaskar Kisanrao Mhaske & others have executed a power of Attorney on dated _8/1/2013 in favour of us. The said power of Attorney has been duly registered in the office of Sub Registrar, Haveli No.2 at serial No.298/2013. On the basis of the said attorney I/We have executed this declaration. The said Power of attorney is valid and in full force and the same is not been cancelled till date.

If I/We have furnished any wrong information I/We will be liable to be punished under section 82 of the Registration Act 1908.

Mr. Anup Harshkumar Mehta

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SCHEDULE I
(Of the ‘ENTIRE PROJECT’)

All those piece and parcel of land bearing

A] **Gat No.559, Hissa No.1**, area admeasuring 01-Hector 30.53-Ares out of totally admeasuring about 13-Hector 58-Ares assessed at Rs.44=56ps.,

situated at village _Wagholi,Taluka Haveli, Dist. Pune, within the limits of ZillaParishad Pune, TalukaPanchayatSamitee_ Haveli, Grampanchayat_____ Wagholi and in the registration Sub-District, Taluka Haveli, District Pune, which land is collectively bounded as follows :

On or towards East : Road

On or towards South : Pune Ahmednagar Highway

On or towards West : Property belonging to Mhaske Family.

On or towards North: Remaining property of Owner & Of Mr. Anil Mhaske.

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SCHEDULE II
(Of the ‘SAID FLAT’)

Wing No.	
Flat No.	
Floor	----- Floor
Carpet Area	
Sq. Mtrs.	
Sq. Ft.	
Area of adjoining terrace	
Sq. Mtrs.	
Sq. Ft.	
Adjoining Dry Balcony Area	
In Sq. Mtrs.	
In Sq. Ft.	

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**SCHEDULE III
(SPECIFICATION)
SPECIFICATIONS/AMENITIES**

STRUCTURE: - The building structure will be of RCC frame structures as per RCC consultant’s advice.

WALLS: - All the external walls will be 6” thick brick masonry walls. The internal walls will be 6" thick brick masonry with cement plaster for internal faces with smooth finish and externally sponge finish.

FLORING:-Vitrified flooring in all rooms & anti-skid flooring for terrace & bathroom.

KITCHEN:- LPG gas connection.
Granite kitchen platform with Stainless steel sink.
Designer wall tiles up to lintel level.

TOILETS:- Branded sanitary ware.
Concealed plumbing with branded C.P. fittings.
Designer wall tiles up to lintel level.

DOORS & WINDOWS:- Laminated/Molded main entrance door.
Internal water proof flush doors in every room With elegant handles and locks.
Powder coated aluminium sliding windows with mosquito mesh.
Granite/Marble door frames for toilet and wooden door frames for main door & bedroom.

WALLS & PAINTS:- Gypsum finished internal walls.
Premium quality paints on internal & external walls.

ELECTRIFICATION:- Concealed FRLS copper wiring.
Branded electrical fittings.
Telephone and T.V. point in living and master bedroom.
Provision for inverter connection.
Solar system.
Video door phone.

Note: The aforesaid specifications are general and will be provided in the residential accommodation as suitable and as per the discretion of the Developer.

**SCHEDULE IV (A)
(COMMON AMENITIES AND FACILITIES)**

- 1. Power backup for lifts and common area lighting.
- 2. Fire fighting system.
- 3. Decorative name board and entrance lobby.

**SCHEDULE IV (B)
(LIMITED COMMON AREAS AND FACILITIES)**

- 1. Partition walls between the two units shall be limited common property of the said two units.
- 2. Passages
- 3. Marginal spaces of respective Wing

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SCHEDULE V

(EXTERNAL AND INTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Water Supply	On dt.
Sewers	-----
Drains	-----
Parks	-----
Drainage Connection	-----
Fire protection and fire safety requirements	-----

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