

AGREEMENT

This **AGREEMENT** made at Pune this _____ day of **July** in the year **Two Thousand and Seventeen.**

B E T W E E N

M/S. B-Orbit Amparo Constructions Pvt. Ltd.,
PAN NO. AAFCB 2994 Q

A company registered under The Indian Companies Act, having it's registered office at – 6, Arihant Co.-Op. Hsg. Society Ltd., Patil Lane No. 3, College Road, Nashik - 422 005,

Through its authorized Director/s

1] MR. BAJIRAO DADAJI SURYAWANSHI

Age: 48 years, Occ.: Business & Agriculture,
R/at –Ashwmegh, Baner, Tal.-Haveli, Dist.- Pune 411 007.

2] MR. ABHISHEK PANDIT BIRARI

Age: 32 years, Occ.: Business & Agriculture,
R/at – D/903, Park Royal, Rahatani Pune 411 017.

Hereinafter referred to as "**THE PROMOTER**"

[Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns etc.]

... .. PARTY OF THE FIRST PART

A N D

1] Mr./Mrs. _____
Pan No. _____
Age_____ years, Occupation _____
Residing at _____

2. Mr./Mrs. _____
Pan No. _____
Age_____ years, Occupation _____
Residing at _____

Hereinafter referred to as "**THE ALLOTTEE/S**"

[Which expression shall unless repugnant to the context or meaning thereof shall mean and include all his/her/their legal heirs, executors, administrators and assignees etc.]

... .. PARTY OF THE SECOND PART

A N D

1) MR. GANESH BABAN SASTE

Age – Adult, Occupation – Agriculture

2) MR. HANUMANT BABAN SASTE

Age – Adult, Occupation – Agriculture

3) SMT. LAXMIBAI BABAN SASTE

Age – Adult, Occupation – Household
1 to 3, Resi. at – Moshi, Tal.- Haveli, Dist.- Pune

4) MRS. SITA RAM GAVHANE

Age – Adult, Occupation – Housewife,
R/at – Alandi (Devachi), Tal.- Khed (Rajgurunagar), Dist.- Pune.

Through their constituted Power of Attorney holder –

1) MR. BAJIRAO DADAJI SURYAWANSHI

Age: 48 years, Occ.: Business & Agriculture,
R/at –Ashwmegh, Baner, Tal.-Haveli, Dist.- Pune 411 007.

2) MR. ABHISHEK PANDIT BIRARI

Age: 32 years, Occ.: Business & Agriculture,
R/at – D/903, Park Royal, Rahatani, Pune 411 017.

Hereinafter referred to as "**THE OWNERS/CONFIRMING PARTY**"
[Which expression shall unless it is repugnant to the context or meaning thereof shall mean and include, their legal heirs, successors, legal representatives, in-interest-attorneys, nominees, legatees, executors, administrators, assignees etc.]

.....PARTY OF THE THIRD PART

- A. WHEREAS,** All that piece and parcel of a separated portion of land having an area admeasuring 00 Hectors 40 Ares from and out of 1/3 rd joint ownership share of the Confirming Party herein admeasuring about 00 Hectors 61.66 Ares, from and out of the entire land bearing Gat No.41 (new) (old Gat No.42) totally admeasuring about 01 Hectors 85 Ares, assessed at Rs. 00-78 Paise, situated at village Moshi, Taluka Haveli, Dist. Pune. within the local limits of Pimpri Chinchwad Municipal Corporation& within the Revenue Jurisdiction of Sub-Registrar, Haveli, Pune and more particularly described in the Schedule I written hereunder and for the sake of convenience hereinafter referred to as the said Project land/property is jointly owned and possessed by the Confirming Party herein i.e. Party of the Third Part namely Mr. Ganesh Baban Saste, Mr. Hanumant Baban Saste, Smt. Laxmibai Baban Saste & Mrs. Seeta Ram Gavhane.
- B. AND WHEREAS,** that the Confirming Party herein decided to develop and construct the residential and commercial project on said Project land in joint venture with promoter i.e. M/s. B-Orbit Amparo Constructions Pvt. Ltd. through its Director Mr. Bajirao Dadaji Suryawanshi & Mr. Abhishek Pandit Birari. Accordingly Confirming Party went through the Joint Development Agreement dated 31/12/2012, registered vide regd. No.367/2013 at the office of the Sub Registrar, Haveli No.17, Pune however after completion of building/wing A in the said project land confirming party/owner requested for the Area shared Agreement instead of Revenue Sharing Agreement. Hence confirming party executed Supplementary Development Agreement dated

26/12/2016 registered vide regd. No.14677/2016 at the office of the Sub Registrar, Haveli No.04, Pune the Confirming Party herein entrusted to the Promoter herein all the rights of Development of the said Property, whereas B-Orbit Amparo Constructions Pvt. Ltd., i.e. Party of the First Part herein as a Promoter agreed to carry out development of the said Project Land jointly with the Owners i. e. the Confirming Party herein by utilizing the maximum Floor Area Ratio and TDR potential of the said Project Land as the Co-Promoter as specified in the said Joint Development Agreement. Subsequent to the said Joint Development Agreements the original owners i. e. the Confirming Party herein have executed Power of Attorney in favour of the Developer & Promoter herein, which is registered in the Office of the Sub-Registrar, Haveli No.17, Pune at Sr. No. 368/2013 on 31/12/2012. By deed of transfer dated 15/05/2015 which is duly registered at the Office of the Sub-Registrar Haveli No. 18 at Serial No. 3698/2015. Promoter has purchased TDR admeasuring 550 Sq. Mtrs by PCMC vide DRC No. 1415 dated 29/01/2015 from Mr. Vijay Raskar & Mr. Tanaji Talekar with a view to construct additional apartment in the building on the entire land. However consideration given by the Promoters is adjusted towards the confirming parties share as per the terms of Revenue Share Agreement I,e Development Agreement No. 368/2013 on 31/12/2012.

- C. On the basis of the said registered documents, the Promoter has acquired right, title and interest in the said Project Land for development.
- D. The details pertaining to the title/rights/entitlement of the Promoter to the Project Land is as follows-
 - i) There are no Covenants affecting the Project Land,;
 - ii) There are no Impediments attached to the Project Land,;
 - iii) There are no tenants / occupants on the Project Land and nothing is occupied by tenants / occupants on Project Land; for the Promoter to acquire clear possession of the Project Land;
 - iv) There is no illegal encroachments on the Project Land,;
 - v) No permission is required from any Government or Authority which affects the title to the Project Land,;
 - vi) There is no mortgage or lien or charge on the said Project Land.
- E. The Promoter is entitled and enjoined upon to construct buildings on the Project Land in accordance with the recitals hereinabove.
- F. The Owner / Promoter are in possession of the Project land.
- G. **AND WHEREAS**, the Promoter and the Owners/ Confirming Party jointly prepared layout for area **3599.12** Sq. Mtrs. or thereabout and such layout is duly approved by Pimpri Chinchwad Municipal Corporation vide its Commencement Certificate No. BP/Moshi/47/2013 dated 29/10/2013, Revised under no. BP/Moshi/86/2014, dated 31/12/2014 and Revised under no. BP/Moshi/54/2015, dated 30/09/2015 and also obtained NA Permission

from Collector (Revenue Branch), Pune vide its order no. PMH/NA/SR/1108/2013, dated 18/09/2014.

H. WHEARAS as per the terms and conditions of the Supplementary Development Agreement dated 26/12/2016 the Promoter herein has to allotted, certain Apartments/Flats to the Said Owners/Confirming Party.

I. As a result of the aforesaid, the Promoter is seized and possessed of and otherwise well and sufficiently entitled to undertake the construction and development of all those piece and parcels of said Project land.

J. Nature and Particulars of the entire project are as under –

- i. The total layout is sanctioned for the project area of 3599.12 Sq. Mtrs. The Promoter will revise the said layout in future and it will be sanctioned when permitted by availing paid FSI or TDR. The entire project is divided in three phases called Phase I, II & III [hereinafter called as entire project or “ORBIT BONNEVILLE”].
- ii. The Promoter has completed the construction of the building/Wing “A” and has obtained occupation certificate 309/2017 dated 20/06/2017 from PCMC. The present Agreement pertains to building/wing no. “B”, which is under construction and hereinafter referred to as the “said Real Estate Project”. Since, the said Entire Project is being developed on the said Project Land.
- iii. This agreement pertains to Phase No. II only which consists of presently sanctioned Wing No. B, having potential of ground plus seven floors out of which building plan till fourth floor and part of fifth floor i.e. 1609.71 Sq. Mtrs. are sanctioned and & remaining floor area i.e. 891.90 Sq. Mtrs. is yet to be sanctioned. Copy of the said sanctioned plan is annexed herewith as ANNEXURE C-1. Copy of the said proposed plan is annexed herewith as ANNEXURE C-2. All the terms mentioned below pertain to Phase No. II only. The Promoter shall be entitled to form the society with respect to the Real Estate Project of all the Allottes/Purchasers of the Apartment in the Real Estate Project.
- iv. As per Annexure C-2 in addition to floors / Apartments mentioned in Annexure C-1 following shall be additionally constructed as and when permitted by Concerned Authorities –

Apartments	Floors	Area in Sq. Mtrs	Parking
20 Nos	Part of Fifth, Sixth and Seventh Floor	891.90	20 Nos

- v. The development of a wing/building known as ‘B’ is proposed as a real estate project by the Promoter and has been registered as a ‘real estate project’ (“the Real Estate Project”) with the Maharashtra Real Estate Regulatory Authority (“Authority”), under the provisions of

Section 5 of the Real Estate (Regulation and Development) Act, 2016 (“RERA”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 and any amendment thereto (“RERA Rules”). The Authority has duly issued the Certificate of Registration No. _____ dated _____ for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as Annexure “A” hereto.

- vi. The Promoter has planned to utilize additional Floor Space Index of 891.90 sq.mtrs. by availing of TDR or FSI available on payment of premiums implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index/TDR of 891.90 sq.mtrs. as proposed to be utilized by him on the part of 5th, 6th and 7th floor of the ‘B’ wing for construction of residential units in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong to Promoter only.
- vii. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written (“**Real Estate Project Amenities**”).
- viii. The common areas, facilities and amenities in the entire Project that may be usable by the Allottee/s are listed in the **Fifth Schedule** hereunder written (“**Entire Project Amenities**”).

- K. The Allottee/s has/have, prior to the date hereof, been informed by the Promoter about the registration certificate. The Allottee/s has/have agreed and consented to the development of the Whole Project. The Promoter has/have uploaded of all documents and information on the website of the Authority as required by RERA and the RERA Rules and the Allottee/s has/have understood the documents, information, plan/s, measurement, specifications in all respects.
- L. The Allottee/s/Purchaser/s is/are desirous of purchasing and applied for the allotment of a residential Apartment bearing number _____ in Building No. “B ” on the _____ Floor in the said real estate project as per sanctioned plan which is more particularly described in the Second Schedule and hereinafter aforesaid premises is/are referred to or called as “the said Apartment”.
- M. AND WHEREAS, the Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS, the Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS, by virtue of the Joint Venture Development Agreement, Supplementary Development Agreement /Power of Attorney, the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale consideration in respect thereof.

AND WHEREAS, on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects **M/s. TANISHQA ARCHITECTS AND PLANNERS** and of such other documents as are specified under the Real Estate [Regulation and Development] Act, 2016 [hereinafter referred to as "**the said Act**"] and the Rules and Regulations made thereunder.

AND WHEREAS, the authenticated copies of Certificates of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'B' and 'D'**, respectively.

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

AND WHEREAS, the authenticated copy of the building plans as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-2**.

AND WHEREAS, the authenticated copy of the floor plan of the said apartment have been annexed hereto and marked as **Annexure C-3**.

AND WHEREAS, the authenticated copies of commencement certificate/s have been annexed hereto and marked as **Annexure-D** and the authenticated copy of NA order has been annexed and marked as **Annexure-E** herewith.

AND WHEREAS, the specifications and amenities of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been mentioned in Third **Schedule (III)** hereunder written.

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

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

AND WHEREAS, The carpet area of the said Apartment is _____ Sq.mtrs. **“carpet area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, the parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS, prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of Rs. _____/- [Rs. _____ Only], being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act, the Promoter is required to execute a written agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the Apartment and the covered parking.

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

1. The Promoter shall construct the said residential building as mentioned above, on the Project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Apartment bearing no. _____, **BHK** in Building No. “ **B** ” on the _____ **Floor in the real estate project** as per sanctioned plan and having carpet area admeasuring about _____ **sq. mt.** (_____ **sq. ft.**) (subject to fluctuation of not more than 3%) as per RERA, which does not include enclosed balcony admeasuring _____ **sq. mt.** (_____ **sq. ft.**) and Terrace admeasuring _____ **sq. mt.** (_____ **sq. ft.**) i.e. the said apartment, as more particularly described in the **Second Schedule** and as shown in the floor plan annexed and marked **Annexure “C-3”** hereto, at and for the consideration of Rs. -----/- (Rupees ----- Only).

- 1(b) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____ stilt, being constructed in the layout for the consideration of Rs. _____/- (Rupees _____ only).

The total consideration amount for the apartment including covered parking space is thus Rs. _____/- (Rupees _____ Only), which shall be subject to tax deducted at source (‘TDS’) at applicable rates (Hereinafter referred as “Total Consideration”).

The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) as advance payment or application fee and hereby agrees to pay to

that Promoter the balance amount of Rs. _____/-
(Rupees _____ Only) in the following manner :-

- i. Amount of Rs. _____/- (Rupees _____ Only) (20% of the total consideration) to be paid to the Promoter immediately after the execution of this Agreement.
- ii. Amount of Rs. _____/- (Rupees _____ Only) (15% of the total consideration) to be paid to the Promoter on completion of the plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs. _____/- (Rupees _____ Only) (25% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
- v. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- vi. Amount of Rs. _____/- (Rupees _____ Only) (05% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs. _____/- (Rupees _____ Only) (10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs. _____/- (Rupees _____ Only) (5% of the total consideration) against and at the time of handing over the possession of the

Apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

- 1(c) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project payable by the Promoter) up to the date of handing over the possession of the Apartment.
- 1(d) 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/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 1(e) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 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/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.
- 1(f) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s

not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.

- 2.1 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 plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as mentioned herein above. **[Payment Plan]**
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of Real Estate Project **is 1609.71** Sq. Mtrs. only and Promoter has planned to utilize Floor Space Index **of 850.00** Sq. Mtrs. by availing of TDR or FSI available on payment of premiums or FSI as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index **of 850.00** Sq. Mtrs. as proposed to be utilized by him/her/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his/her/their own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee/s to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/Allottee.

- 4.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any

reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and **forfeit a minimum amount of Rs.100,000/- from** and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are mentioned in **Schedule (III)** hereunder written.
6. The Promoter shall give possession of the Apartment to the Allottee/s on or before 31st day of December 2018. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date, then the Promoter shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Apartment with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (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) non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and

water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.

- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labour for any reason.
- (x) Force-Majeure

- 7.1 **Procedure for taking possession:-** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee/s. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the project.
- 7.2 The Allottee/s shall take possession of the Apartment within 15 (fifteen) days of the written notice from the promoter to the Allottee/s intimating that the said Apartments are ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Apartment: -** Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 (i) If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. It is clarified that the Promoter shall not be liable

for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee/s in the Real Estate Project.

(ii) The Promoter specifically discloses that, the manufacturers of certain appliances, equipments, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipments if any, electronic equipments if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

(iii) 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 Project Land which Promoter herein are constructing, hence Purchaser/s / unauthorized 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 Allottee/s is/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 Allottee/s 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 and the Promoter shall not be responsible for any defects arises due to above mentioned reason/s. This condition is the essence of contract and Allottee/s herein undertakes to abide the same.

(iv) The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Allottee themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Apartment or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

(v) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Apartment 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 of

the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

8. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee/s along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organizations of Allottee. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 Commencing a week after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for the use and occupation, the Allottee shall be liable to bear and pay from the date of the possession of his apartment the proportionate share (i.e. in proportion to the floor area of the apartment/s or in lump-sum monthly amount) of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building. Until the Association of Apartment Owners is formed and registered and the said land and building or the administration of the building is handed over or transferred to it, the Allottee/s further agrees that till the allottee's share is so determined the allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional contribution for per annum calculated at Rs.25,000/- for 1 BHK Apartment and Rs. 30,000/- for per 2BHK Apartment towards the outgoings. The amounts so paid by the allottee/s shall not carry any interest and remain with the Promoter or the concerned person as the case may be until a conveyance is executed in favour of the allottee as aforesaid. After deducting the expenses for the aforesaid purposes, the

remaining balance, if any, shall be paid by the Promoter or the concerned person to the Association within one month from the date of conveyance as aforesaid, and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Allottee/s to the Promoters or concerned person prior to the Final Conveyance Deed as aforesaid. The Allottee/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Allottee herein has specifically agreed to pay his contribution for running and maintaining the lifts/elevators, generators, inverters / batteries (if provided in the said building) irrespective of the floor on which the allottee is located and also irrespective of the use of the lifts / elevators by the Allottee. At the end of one year from the date of delivery of possession of the Apartment the Promoter shall be entitled to re-evaluate the amount specified above and period required to maintain the facilities and if necessary to demand additional amount towards the same for said 2 year and even for one or more additional year/s. The Promoter shall, within three months of obtaining occupancy/completion certificate and receiving the entire consideration of the said apartment along with all other dues, taxes such as Service Tax, VAT, GST etc. payable under this agreement by the Allottee/s to the Promoter, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

- 9.2 The Promoter shall, on or before 31st December 2020 or within three months of registration of the Federation/apex body of the Societies or Limited Company obtaining all occupancy certificates and completion certificate whichever is later and receiving the entire consideration of the said apartment along with all other dues, taxes such as Service Tax, VAT, GST etc. payable under this agreement by all the Allottee/s to the Promoter, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed
10. The Promoter shall bear legal charges, share money, charges for formation and registration of Association of apartment owners, MSEB/MSEDCL meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Allottee/s and hence account thereof cannot and will not be maintained and given.

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and 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. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee/s in the manner contemplated in this Agreement;
 - ix. All the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands, the apartment may come, hereby covenants with the Promoter as follows:-
- i. To maintain the Apartment at the Allottees own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- x. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Company, the Allottee/s 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.

- xii. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee/s 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.
- xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.
- xiv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.
- xv. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./P.M.C./ concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.
- xvi. If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help there for. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost there for.
- xvii. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/Allottee/s and occupiers and Promoter in any manner whatever.

- xviii. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.
- xix. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.
- xx. The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.
- xxi. The Promoter may at its discretion allow use of the premises in commercial shops within the entire project for any commercial use including (but not limited to) restaurant, showroom, shopping mall, service centre, permit room, wine shop, transport business, any business causing loud noise, odor or having entry and exit by public at large etc. and the Allottee/s herein has/have hereby given his/her/their irrevocable consent there for and shall not be entitled to raise any objection for the same.

If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

- 15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings,

legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SUBJECT APARTMENT**

After the Promoter executes this Agreement, he/she/they shall not mortgage or create a charge on the 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 charges shall not effect the right and interest of the Allottee/s who has/have taken or agreed to take such Apartment.

18. **It is agreed by and between the Parties as under -**

- i. The name of the project shall be **“Orbit Bonneville”** and this name shall not be changed without the written consent of the Promoter.
- ii. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the Confirming Party and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent there for.

- iii. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s 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/s nor shall the same in any manner prejudice the rights of the Promoter.
- iv. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefor, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.
- v. The Allottee/s is/are aware that corporation may not be able to supply adequate drinking water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.
- vi. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.
- vii. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.

- viii. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- ix. The Allottee has hereby irrevocably authorized the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.
- x. The Allottee has read the terms of the Development Agreement and other agreements in between the Promoter and Consenting Party and Allottee agrees that this agreement is subject to the said terms and are also binding on him.
- xi. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/Allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilize the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.
- xii. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- xiii. Any exclusive use allotted by the Promoter shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.
- xiv. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the

adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.

xv. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the corporation may pay the compensation therefor in terms of additional F.S.I. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent there for and the Promoter shall be entitled to revise the plans, get the same sanctioned from corporation, and construct the additional units permitted by corporation and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. If the Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

xvi. The Promoter shall be entitled to use the present unutilized and/or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this Property as and when permitted by Corporation. The Allottee has hereby given his irrevocable consent there for and the Promoter shall be entitled to revise the plans, get them sanctioned from corporation, and construct the additional units permitted by Corporation and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign

the said right to any other person. The property shall be conveyed subject to the said right.

- xvii. The Allottee hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.
- xviii. The Promoter herein may be constructing the said project in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining parts may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.
- xix. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter and the Consenting Party will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold apartments. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.
- xx. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organization in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.
- xxi. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned

departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit agrees for which the Allottee hereby gives his consents.

xxii. The Allottee herein has agreed to purchase the said Apartment as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga)(ii) of the Bombay Stamp Act, 1958.

xxiii. It is declared by the Parties that they are all citizens of India and domiciled in India.

xxiv. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Allottee and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Association.

(ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by Promoter from various sources viz. borewell, tankers, gram panchayat/corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each apartment/unit and the same will be billed and collected in advance. The collection may be on monthly or half yearly or yearly basis.

(iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation after completion of the development and the building and filing of the

application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

(iv) If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the apartment / unit until the charges are paid.

18. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s sign/s and deliver/s 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/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s 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/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to 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.

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

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

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Pune after the Agreement is duly executed by the Allottee/s 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.

- 26. The Allottee/s and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 27. That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective address specified below :-

- 1. Name of Allottee/s **Mr./Mrs.** _____
Allottee’s Address _____

Notified Email ID _____
- 2. Name of Allottee/s **Mr./Mrs.** _____
Allottee’s Address _____

Notified Email ID _____

- 1. Name of Promoter - **M/s. B-Orbit Amparo Constructions Pvt. Ltd.**
Promoter Address - 6, Arihant Co.-Op. Hsg. Society Ltd., Patil Lane
No. 3, College Road, Nashik - 422 005 ()
Notified Email ID: borbitamparo@gmail.com

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

28. JOINT ALLOTTEES

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

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

30. Dispute Resolution: - Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority (MahaRERA) as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, there under.

31. GOVERNING LAW

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

32. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

DETAILS OF SCHEDULES

SCHEDULE	PARTICULARS
Schedule (I)	Description of Entire Project Land
Schedule (II)	Description of Apartment and Covered Parking with Boundaries
Schedule (III)	Specifications and Amenities to be provided to the said Apartment to be purchased by the Allottee/s as approved by the concerned local authority.
Schedule (IV)	Common Areas and Facilities to the Real estate project
Schedule (V)	Common Areas and Facilities to the Entire project

DETAILS OF ANNEXURES

ANNEXURE	PARTICULARS
Annexure – A	RERA registration certificate for wing “B”
Annexure - B	Title Report of Advocate
Annexure – C-1	Authenticated copies of Sanctioned plans of Layout
Annexure – C-2	Authenticated copies of the proposed building plans
Annexure – C-3	Authenticated copy of floor plan of the said apartment
Annexure - D	Authenticated copies of extract Village Forms VII showing nature of the title of the Owner/Promoter to the project
Annexure – E	Copies of Commencement Certificates issued by PCMC from time to time Copy of NA Order issued by Collector Pune
Annexure –F	Copy of NA Order.

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.

SCHEDULE (I) ABOVE REFERRED TO
(Description of the entire project land and all other details)

All that piece and parcel of a separated portion of land having an area admeasuring 00 Hectors 40 Ares from and out of 1/3 rd joint share of the Confirming Party herein admeasuring about 00 Hectors 61.66 Ares, from and out of the entire land bearing Gat No.41 (new) (old Gat No.42) totally admeasuring about 01 Hectors 85 Ares, assessed at Rs. 00-78 Paise, situated at village Moshi, Taluka Haveli, Dist. Pune. within the local limits of Pimpri Chinchwad Municipal Corporation & within the Revenue Jurisdiction of Sub-Registrar, Haveli, Pune which landed property is bounded as under:-

- On or towards East : By the remaining land of Mr. Ganesh Saste from
The said Gat number.
- On or towards South : By the remaining land of Mr. Vasudeo Balawant
Jadhav from the said Gat number.
- On or towards West : By the remaining land of Mr. Kantilal Hiraman
Saste from the Gat number 41.
- On or towards North : By internal Road.

SCHEDULE (II)
(Description of the Apartment and Covered Car Parking)

1. Apartment No. :
2. Floor :
3. Building No. : _____, in **“ORBIT BONNEVILLE”** Project,
4. Carpet Area about : _____ Sq. Mtrs.
5. Adjacent Open/Enclosed Balcony Area about _____ Sq. Mtrs.
for exclusive use of the said apartment.
6. Adjacent Terrace Area about _____ Sq. Mtrs. for exclusive
use of the said apartment.
7. Exclusive right to use One Covered Car Parking No. _____ on
ground admeasuring _____ Sq. Mtrs., which will be allotted at the
time of delivery of possession of the said apartment.

SCHEDULE (III)
(Specifications and amenities for the Apartment)

S. No.	Items	Material
1	R.C.C. Framed structure	Earth quake resistance R.C.C. Structure
2	Walls	230mm / 150mm Thk. Brick wall
3	Walls finishes	

	Plaster : A – External finish B – Internal finish Colour : A – External colour B – Internal colour C – Door Paint	Sand Faced finish plaster Neeru finish plaster Cement Paint Oil bound distemper paint Oil Paint
4	A – Doors B – Window & Ventilators	RCC Doors frame & Flush door with quality fittings. Aluminum glazed sliding windows & Louvered ventilators
5	Bathroom	Good quality sanitary ware & CP fittings
6	Electrical points	1. One fan point in each room. 2. Two lights point in each room. 3. One telephone point – Living Room. 4. One T.V. point – Living Room. 5. Two 15 Amp. Points in each Flat. 6. Two 6 Amp. Points in each Flat. 7. One Bell point.
7	A – Tilling in rooms B – Tilling in Toilet & Bathrooms C – Tilling in WC E – Tiling in Staircase	2' x 2' Vitrified Tiles Glazed tiles Dado up to 7' height & Ceramic tiles flooring. Glazed tiles Dado up to 4' height. Kota / Tandur for steps. Ceramic tiles on landing & passages.
8	Kitchen Platform	Marble platform with S.S. Sink. & 2' glazed tiles Dado.
9	Common facilities	1. Four Passenger lifts. 2. Well finish landscape premises with Children play area & Garden.

SCHEDULE (IV)
Amenities provided in Real Estate Project I.e. Building/Wing “B”

Lift 02 Nos with DG Backup
Fire Fighting Equipments

SCHEDULE (V)
(Description of common areas and facilities to the ENTIRE project)

- 1. Senior Citizen Corner.
- 2. Children play area.
- 3. Well Designed landscape.
- 4. Jogging Track.
- 5. Attractive entrance gate & security cabin.
- 6. Cement Cronkite Road.
- 7. Back-up for Common area.
- 8. Video Door Phone.

SIGNED AND DELIVERED BY THE WITHIN NAMED
PROMOTER/OWNERS/CONSENTING PARTIES -

Name and Signature	Thumb Impression	Photo
M/s. B-Orbit Amparo Constructions Pvt. Ltd. through its Director Mr. Bajirao Dadaji Suryawanshi [for self as promoter and being POAH on behalf of owners/consenting parties]		
M/s. B-Orbit Amparo Constructions Pvt. Ltd. through its Director Mr. Abhishek Pandit Birari [for self as promoter and being POAH on behalf of owners/consenting parties]		

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S -

Name and Signature	Thumb Impression	Photo
Mr./Mrs. _____		
Mr./Mrs. _____		

In the presence of WITNESSES:-

	1	2
Name:-		
Signature:-		

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

I say received.

B-Orbit Amparo Constructions Pvt. Ltd.