

AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("**this Agreement**") made at _____ this ____ day of _____ in the year Two Thousand and _____

BETWEEN

(1) **M/S. ONE EARTH**, a partnership firm registered under the provisions of the Indian Partnership Act, having its address at 501, Kensington Court, Lane 5, North Main Road, Koregaon Park, Pune, through the hands of its partners Mr. Adarsh Hegde and Mr. Rohan Seolekar, AND (2) **OXFORD SHELTERS PRIVATE LIMITED**, a company registered under the Companies Act 1956 having its registered office at 501, Kensington Court, Lane 5, North Main Road, Koregaon Park, Pune, through the hands of its director / authorized signatories Mr. Anirudha Uttam Seolekar and Mr. Ashok Khupchand Kothari hereinafter referred to as "**the PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include, in the case of the partnership firm, the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of such last survivor, and in the case of the company, its successors-in-title, its receivers, official liquidators or the company or companies in which the said company may be merged or amalgamated) of the **FIRST PART**;

AND

Mr./Ms./M/s. _____ adult, Indian Inhabitants / a Partnership Firm / a Company registered under the Companies Act, 1956, resident of **OR** carrying on the business at **OR** having its registered office at _____, hereinafter referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators **OR** its partners from time to time and survivor or survivors of them and the heirs, executors, administrators of the last surviving partner and their successors in title **OR** its successors-in-business and assigns) of the **SECOND PART**;

AND


PINNI 7 CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the Maharashtra Co-operative Societies Act 1960 under Registration No. PNA/ PNA (4) HSG/ (TC) / 15742/2014-15 on 22 May 2014, having its registered office address at S. No. 9 to 14, Hissa No. 1/66, Mundhwa, Pune- 411036, District Pune, through the hands of its Secretary Mr. Kaushil Vora (hereinafter referred to as “**the CONFIRMING PARTY**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the Managing Committee constituted for the time being and the General body of members, and the successors and assigns of the society) of the **THIRD PART**;

The Promoters the Allottee/s and the Confirming Party are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS

- A. The Confirming Party is the sole and absolute owner of all that piece and parcel of land admeasuring 79 Ares bearing Survey No. 9 to 14 Hissa No. 1/66 situated at Village Mundhwa, Taluka Haveli, District Pune (hereinafter referred to as “**the said Larger Land**”) more particularly described in the **First Schedule** hereunder written.
- B. The Promoters herein are entitled to jointly develop the said Land in terms of the Joint Development Agreement dated 22 December 2016 registered with the office of Sub-Registrar of Assurances, Haveli No. 25, at Serial No. 13359/2016. In pursuance of and simultaneously with the execution of the said Joint Development Agreement, and an Irrevocable Power of Attorney of even date registered with the office of Sub-Registrar of Assurances, Haveli No. 25, at Serial No. 13360/2016 was executed in favour of the Promoters herein, thereby appointing and authorizing the said Promoters herein to do and perform all the necessary acts and deeds essential for the development of the said Land.
- C. The Pune Metropolitan Regional Development Authority, Pune, vide its Development Permission and Commencement Certificate dated 21 March 2017 bearing No. 66/1991/16-17, has granted Development Permission and Commencement Certificate to develop the said Land as per the Sanctioned Layout Plans on the terms and conditions recorded therein. A copy of the aforesaid Development Permission and Certification is annexed hereto and marked as **Annexure “A”** and a copy of the Sanctioned Layout Plans is annexed and marked as **Annexure “B”**.
- D. As per the terms and conditions of the aforesaid Development Permission and Certificate dated 21 March 2017 the Confirming Party had made an Application dated 30 March 2017 to the Collector, Pune for issuance of Sanad for Non-Agricultural Use of the said Larger Land for residential purpose. According, vide Order dated 25 April 2017 bearing No. Mulshi/NA/SR/30/2017, the Collector, Pune granted permission to commence Non-Agricultural Use of a portion admeasuring 7607.01 sq. mtrs. (total 7900.00 Sq. Mtr. less 292.99 Sq. Mtr. Road) out of the said Larger Land hereinafter referred to as “**the Project**”

Land”. A copy of the aforesaid Order dated 25 April 2017 is annexed hereto and marked as **Annexure “C”**.

- E. The Promoter herein is the Promoter as defined under the provisions of Act; is in possession of the Project Land; and 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)/s of the Apartments to receive the sale consideration in respect thereof;
- F. The Promoters have proposed to construct on the Project Land and/or part thereof two residential building/s in the name and style of **“FLORIDA WATER COLOR”** (hereinafter referred to as the **“said Project”**) on the said Larger Land. The said Project shall comprise of two buildings building A consisting of Parking plus two floors and building B, consisting of parking plus fourteen floors or such further area as may be required by the Promoters and approved by the concerned authorities to be constructed on the said Larger Land along with other amenities and facilities to be provided therein. Considering that the development of the Property will be a large-scale development, the Promoters intend to implement the said Project in phase wise manner staggered over a period of time in which Phase I consists of Building B and Phase II consists of Building A and a club house.
- G. The Promoter has commenced construction of Phase II in accordance with the said sanctioned plans. As per the sanctioned plan Building A consists of parking plus 2 (Two) floors whereas as per the proposed plan, the Building A shall be parking plus 15 (fifteen) floors. Similarly as per the sanctioned plan Building B consists of parking plus 14 (Forteen) floors whereas as per the proposed plan, the Building B shall be parking plus 15 (Fifteen) floors on the basis of additional FSI/TDR.
- H. The Promoter has registered the Phase II as the project under the provisions of the Act with the Real Estate Regulatory Authority (hereinafter referred to as **“the Authority”**) at ___ bearing registration No. D; authenticated copy of Certificate of Registration is attached in Annexure ‘___’;
- I. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects.
- J. 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.
- K. Pursuant the registration of the Project as aforesaid, the Promoter has offered for sale Apartments to be constructed in the building/s forming part of the Project.
- L. On demand of the Allottee, the Promoter has given inspection to the Allottee of all the documents that have been furnished to the Authority for registration of the Project which are also available for review on the website of the Authority.

- M. On demand from the allottee, in addition to the aforesaid documents, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land.
- N. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure “E” and “F”**, respectively.
- O. The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure **“B”**.
- P. 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 on the said project have been annexed hereto and marked as Annexure **“G”**,
- Q. The specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure **“H”**.
- R. The Promoter has got certain 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 Building Completion Certificate or Occupancy Certificate of the buildings forming part of the Project.
- S. The Promoter has commenced construction of the building/s forming part of the Project in accordance with the said proposed plans.
- T. The Allottee has applied to the Promoters for allotment of an Apartment No. ____ admeasuring ____ sq. mtrs. carpet area on ____ floor in Phase II of building No. A, along with enclosed balcony/ dry balcony/ terrace admeasuring ____sq. mtr together with ____ parking spaces being constructed in the Project,
- U. 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;
- V. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs ____/- (Rupees only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
- W. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

- X. Prior to the execution of this Agreement the Allottee is satisfied about (i) title and the rights of the Promoter to the project Land, (ii) the approvals and sanctioned in process and already obtained from the authorities in respect of the development of the Project Land including the layout plan, building plan, floor plan and the CC and (iii) the nature of the rights retained by the Promoter under this Agreement. This Agreement is entered into by the Allottee after seeking necessary legal advice.
- Y. 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 hereby agrees to purchase the Apartment and the parking (if applicable).

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

1. All the aforesaid recitals shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Promoter shall construct on the project land / or part thereof building A having parking plus 2 (Two) floors (hereinafter referred to as **"the Project"**) in accordance with the plans, designs and specifications as presently approved and sanctioned by the concerned local authorities/ public bodies and which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Promoter may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoter or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Further, the Promoter intends to develop the Project as the second phase of development of the Project Land and shall develop the balance remaining portion/s of the Project Land in due course of time and in phases as deemed fit by the Promoter.

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

3. **Consideration:**

a. **Apartment:**

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, Apartment No. ____ of the type _____ of carpet area admeasuring _____ sq. meter on _____ floor in the building A Phase II (hereinafter

referred to as "**the Apartment**") as shown in the floor plan thereof hereto annexed and marked Annexures I for the consideration of Rs. _____/- including Rs. _____/- being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** hereunder written.

b. Parking Space:

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

c. Total Consideration:

The total aggregate consideration amount for the Apartment including the proportionate price of the common areas and facilities and the garages/covered parking spaces is Rs. _____/- (Rupees _____ only). The above consideration includes the cost towards the land which is 37% of the total consideration.

d. Payment Schedule of Consideration:

(i) The Allottee has paid on or before execution of this Agreement a sum of Rs. _____/- (Rupees _____ only) (the payment and receipt whereof the Promoter doth hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) as advance payment or application fee for the Apartment agreed to be sold by the Promoter to the Allottee and the Allottee hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ only) together with the applicable GST in the following manner :-

Sr. No.	Installments	When to pay
1	9%	Paid on or prior to the execution hereof towards earnest money,
2	20%	To be paid on execution and registration hereof
3	15%	To be paid on completion of the plinth,
4	5%	To be paid on casting the fourth slab,
5	5%	To be paid on casting the eighth slab,
6	5%	To be paid on casting the tenth slab,
7	10%	To be paid on completion of RCC Structure

8	5%	To be paid on completion of Wall and Internal Plaster,
9	5%	To be paid on completion of Staircase and Lift Well,
10	5%	To be paid on completion of external plaster/plumbing/terrace waterproofing,
11	10%	To be paid on completion of lift/water pumps/lobby/electrical fitting/infrastructure,
12	6%	To be paid on handing over of possession of the said Flat
	100%	Total

- (ii) The Consideration towards the Apartment shall be paid in phases time being of essence, in accordance with the progress of construction milestones of the said Building in the manner stated above. Upon completion of each stage of construction linked to the payment by the Allottee as aforesaid, the Promoter shall intimate in writing to the Allottee to make the payment as per the aforesaid Schedule. The Allottee shall make such payment which is due to the Promotor within 7 (Seven) days of such intimation.
- (iii) As per the provisions of the Act the Promoters have opened Bank Account in the name of **“One Earth Florida Water Color II Collection Account”** for 100 % collection/receipt of all the revenue from the sale of the flats to be constructed in Phase II of the said Project and all funds/receipts towards sale proceeds of the project. The Allottee/s shall make all payments of the Sale Price due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“One Earth Florida Water Color II Collection Account”**. In case of any financing arrangement availed of by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the Sale Price, and the Allottee/s shall ensure that such financial institution shall disburse/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft drawn in favour of **“One Earth Florida Water Color II Collection Account”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and/or payment under this Agreement and shall be construed as an Event of Default on part of the Allottee/s as mentioned hereinafter appearing.

The Promoter has also opened designated 70 % bank account as required under the provisions of RERA with RBL Bank Limited bearing Account No. 403232323233 operated under and named as **“One Earth Florida Water Color II RERA Account”**.

The 70% of the amount collected in “**One Earth Florida Water Color II Collection Account**” will be transferred to above mentioned designated account i.e. “**One Earth Florida Water Color II RERA Account**”. The Promoter shall withdraw amounts from the designated account as per the provisions of applicable law.

- (iv) The Consideration shall be subject to Tax Deduction at Source (“TDS”) as may be required under prevailing law while making any payment to the Promoter under this Agreement. Provided that the Allottee shall make payment of each installment in the aforesaid collection account subject to proportionate deduction of TDS thereon. Provided further that any deduction of an amount made by the Allottee on account of TDS shall be acknowledged/credited by the Promoter, only upon the Allottee submitting the original tax deduction at source challan/ certificate and provided that the amount mentioned in the challan/ certificate matches with the Income Tax Department site.

Provided further that at the time of handing over the possession of the Apartment, if any such challan/ certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee fails to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee.

- (v) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to, GST, , LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies (“**Statutory Charges**”) under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of Apartment and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts payable by the Allottee. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promoter shall be paid by the Allottee/s on demand made by the Promoter within 7 (Seven) working days, and the

Allottee/s shall indemnify and keep indemnified the Promoter from and against the same. The Statutory Charges shall be borne and paid by the Allottee alone and the Promoter shall not be liable, responsible and/or required to bear and/or pay the same or any part thereof. Upon payment of all amounts as contemplated in this Agreement the transfer of property in the said Flat shall take place.

- (vi) 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 alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

e. Area Deviation:

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 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the actual carpet area of the said Apartment increases or decreases more than 3 (three) % on account of structural design and construction variances, the consideration in respect thereof shall proportionally stand increased or reduced, which shall be adjusted or paid (as the case may be) at the time of payment of the last installment payable under the payment schedule. Such increase or reduction in consideration will be in respect of the differential percentage only i.e. the difference above or below 3% variation. For the purpose of determination of actual area upon construction of the Apartment, the decision of the Architect appointed for the construction of the said Building shall be final and binding upon the Parties hereto. The Architect shall provide a certificate in writing determining the actual area of the Apartment. The Allottee hereby agrees to and accepts any increase or decrease in the carpet area of the Apartment due to change in any law, rules, regulations, notifications etc. issued by the Central Government, State Government and/or competent authorities from time to time.

f. Adjustment / Appropriation of Amounts:

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.

g. Defaults / Delay in Payments by the Allottee/s:

- (i) In the event the Allottee commits default in payment on the 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) for more than 15 (Fifteen) days and/ or commits breach of any of the terms and conditions of this Agreement, the Promoter shall be entitled at its discretion to terminate this Agreement provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, Provided further that upon termination of this Agreement as aforesaid, 10% of the Consideration will stand ipso facto forfeited without any reference or recourse to the Allottee towards liquidated damages which the Allottee agrees, confirms and acknowledges to constitute a reasonable, genuine and agreed pre-estimate of damage that will be caused to the Promoter. The Promoter shall refund to the Allottee (subject to adjustment and recovery of the liquidated damages, brokerage if paid and/or any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of the Consideration of the Apartment which may till then have been paid by the Allottee to the Promoter without the taxes paid and it is hereby clarified that the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Further, on termination of this Agreement, the Allottees shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoter or against the Apartment or under this Agreement and for that the Promoter is hereby irrevocably authorised to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoter), without the

Allottee being a signatory thereto and the Allottee will not raise any objection or dispute in that regard. Further, upon termination the Promoter shall be entitled to deal with, resale or dispose off the Apartment in the manner as the Promoter may deem fit without any reference or recourse to the Allottee.

- (ii) Without prejudice to the right of the Promoter to terminate this Agreement on account of delay in payment as stated above, in the event the Promoter does not exercise its option to terminate as aforesaid and grant extension of time to the Allottee to make payment, the Allottee agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule, on all the delayed payments which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter until the date of actual payment. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoter. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter's Account.

4. Approvals:

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

5. Time of Essence:

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

6. FSI / TDR:

The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is 5007.56 square meters only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the estimated Floor Space Index of 10495.86 Sq. Meter as proposed to be utilized by him on the Project Land in the said Project and Allottee has agreed to purchase the 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.

7. Subsequent Phases and Additional FSI:

The Promoter has represented to the Allottee that the Project Land shall be developed in diverse phases. The layout in respect of the Project Land has been duly sanctioned and the Promoter has undertaken development of the Project as second phase in respect thereto. The Promoter hereby represents that the development of the subsequent phases shall be undertaken by the developer by consuming the residual FSI/TDR that shall be available on the Project Land, by constructing additional floors over the existing building and/or by undertaking construction of additional wings/buildings in the Project Land. The Promoter further represents that the Promoter intends to construct additional floors in the building A & B by utilising the additional FSI in lieu of handover of amenity space and the premium based FSI.

The purchaser hereby irrevocably grants consent to the Promoter to undertake development of subsequent phases in layout and to put up plans and approvals within the layout, as shall be deemed fit for consuming the balance residual FSI/TDR available on the Project Land.

The Allottee hereby agrees and confirms that he shall not object or create hindrance in undertaking development of subsequent phases in the said Project Land.

The Allottee is aware and agrees for the proposed plans for development on the said Property, the sanctioned and the proposed FSI, the current utilized TDR and the permissible TDR, the sanctioned and the proposed buildings, the sanctioned and the proposed floors and after being satisfied with the same has entered into this Agreement and hereby grants its irrevocable consent to modify, revise, alter the present sanctioned layout/plans in accordance with the proposed plans and the proposed plans and the proposed FSI/TDR. The Promoter shall also be entitled to avail any additional FSI as shall be available by implementing various schemes mentioned in the Development Control Regulations or due to

increase in FSI which may be available in the future and modifications to Development Control Regulations applicable to the said Property. The Allottee perused, agreed and has understood that the future FSI, if any, available due to implementation of schemes and/or change in laws/ rules/ DC Rules shall be utilized in the Project and the right of the Promoter to utilize the same and hereby grants his/her/their consent for the same and for modifying, revising, altering, changing the present sanctioned plan as per the above disclosures and the proposed plan. The said consent is granted by the Allottee, misrepresentation, influence and is a specific and studied consent. As such no separate and/or specific consent is required nor shall the Allottee dispute the consent granted herein, it being an important condition, essence of this agreement. The Promoter has thus disclosed the FSI as proposed to be utilized by it on the said Project Land and the Allottee has agreed to purchase the said Apartment base on the proposed construction and the sale of Apartments to be carried out by the Promoters by utilizing the proposed FSI/TDR and the additional FSI on the understanding that the declared proposed FSI and the additional FSI shall belong to the Promoter only.

8. Amenities:

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'J', annexed hereto. The Allottee/s hereby agree/s and confirm/s that such specifications, fixtures, fittings shall not be subject matter of defect liability.

9. Handing Over of Possession:

- a. The Promoter shall offer possession of the Apartment to the Allottee on or before excluding a grace period of 6 (six) months and further subject to Force Majeure events and Other Events as specified herein.

Provided that the Promoter shall be entitled to reasonable extension of time for offering possession of the Apartment within the time frame mentioned in the Agreement, if the completion of the said Building in which the Apartment is situated is delayed on account of –

- i. Force Majeure events, which shall mean any act of God, natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood,

earthquake, subsistence, structural damage, epidemic or other natural disaster, calamity;

ii. Other Events which shall include the following:

1. act of God i.e. fire, draught, flood, earthquake, epidemics, natural disasters;
2. explosions or accidents, air crashes, act of terrorism;
3. strikes or lock outs, industrial disputes, Economic Hardship;
4. election code of conduct;
5. non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
6. war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
7. the promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Promoter from complying with any or all the terms and conditions as agreed in this Agreement including Development Control regulation or issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter whereby the work of construction is stayed or stalled.
8. any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals/certificates for the Project; or
9. Any claim, challenge or objection to the Project or to the Project Land or on the rights of Promoter on the Project Land and / or the Project;
10. Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Land which renders liable or endangers the health and safety of either Party or the general public;
11. Any change in Applicable Laws adversely affecting the development of the Project

12. other reasonable cause beyond the control of the Promoter or its agent or not directly attributable to any willful act or omission of the Promoter and or any other reason unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the Apartment.
- b. If the Promoter fails or neglects to give possession of the Apartment to the Allottee in terms of the Clause 9.a. above save and except in the event of occurrence of Force Majeure and/or other events more particularly stated in Clauses 9.a. (i) and 9.a. (ii) herein, then the Allottee shall have an option to terminate this Agreement after giving 7 (Seven) days notice in writing, whereupon the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in Clause 3.g. (ii) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid however excluding the taxes.
- c. The Allottee shall by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, take legal possession of the Apartment within 15 (fifteen) days of the Promoter giving written notice to the Allottee intimating that the Apartment is ready for use and occupation certificate is issued by PMRDA or any Local Authority and thereafter the Allottee shall, even if it does not take possession, be bound and liable to pay all outgoings and maintenance charges in respect of the Apartment as stated herein. The Promoter shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project and subject to the Allottee not being in default of payments of installments of Consideration or any other amounts under this Agreement. Simultaneously with the taking over of possession of the Apartment by the Allottee, the Allottee shall, in addition to the consideration set out hereinabove, give to the Promoter the following deposits:
- i. a sum of Rs. _____/- (Rupees _____ Only) for an aggregate period of _____ years for maintenance of the said Building/common areas; and
 - ii. a sum of Rs. _____/- (Rupees _____ only) towards _____.

10. Fit-Out Works:

- a. In the event, the Allottee desires to enter upon the Apartment for carrying out fit outs, interior work, designing and planning ("**Fit-Out Works**") in the Apartment, before the Promoter offers Possession in accordance with Clause 9.a. herein, it shall provide a written intimation to the Promoter of its intention to do so. The Promoter shall permit

the Allottee, provided the Allottee has paid all the amounts as due till then, including interest if any, due under this Agreement, contribution including interest, if any, due thereon, service tax, Maharashtra Value Added Tax, any other taxes/charges (statutory or otherwise, current or future), as applicable, and has complied with all the terms and conditions of this Agreement.

- b. The Allottee shall before initiating any Fit-Out Works in the Apartment shall submit to the Promoter the plans and specifications for their approval. The Fit-Out Works shall be carried out by the Allottee through an approved Contractor. The Allottee shall carry out the Fit-Out Works at its own cost, risks and expenses and strictly in accordance with the approval granted by the Promoter. The Allottee shall be permitted entry in the Apartment only for the limited purpose of carrying out Fit Out Works, which Fit Out Works shall be completed within a period of 3 months commencing from the date of approval by the Promoter. In the event of there being any deviation in the Fit Out Works approved by the Promoter and if such deviation results in violation of the approved plans or causes any structural damage to the Building, the Promoter will be entitled to stop work in the Apartment and the Allottee will be required to make only such alteration and modification as approved by the Promoter at her costs, failing which it would be construed as breach by the Allottee of the terms of this Agreement and the Allottee shall be liable to pay damages to the Promoter. The Allottee shall indemnify and keep indemnified the Promoter from and against any losses, damages, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by the Promoter due to the Fit-Out Works carried out by the Allottee in the Apartment.
- c. In the event, the Allottee is permitted to carry out Fit Out Works, then notwithstanding anything stated in this Agreement, the Allottee shall be liable to bear and pay to the Promoter, all outgoings in respect of the Apartment all rates, municipal/ property taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the said Building /Property from the date the Promoter approves the plans and specifications of the Allottee for Fit-Out Works.

11. Defect Liability:

If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost. It is however expressly agreed that due to changes made by the Allottee in the Apartment or said Building or other Allottees/s of the flats in the said Building if any complaint arises, then in such circumstances the Promoter shall not be liable or responsible for repairs. The Allottee/s agree/s and confirm/s that the decision of the Promoter's Architect shall be final in deciding whether there is any actual structural defect in the said Apartment/Building (s) or defective material being used or regarding workmanship, quality or provision of service.

12. Use:

The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence only. He shall use the parking space only for purpose of keeping or parking his vehicle.

13. Formation of Association and Transfer of Title

- a. The Promoter intends to develop the Project in two phases by constructing residential building in each phase. Presently, the Promoter is contemplating developing Phase II as building 'A' For better operation, maintenance and management and/or supervision of the said Building A, the Promoter shall form and register a co-operative housing society for Building A under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of RERA (or such amended law as in force at the relevant time), in respect of all the purchasers of the premises in the said Building ("**the Building Society**"). It is agreed that the Allottee/s of the apartments shall join the formation and registration of the Building Society.
- b. The Building Society shall admit all purchasers of flats in the said Building as members of the Building Society, in accordance with its bye-laws.
- c. The Promoter shall be entitled to join as a member of the Building Society in respect of unsold premises in the said Building, if any.
- d. Post formation of the Building Society, the Building Society shall be responsible for

the operation, maintenance and management and/or supervision of the said Building and the Purchaser(s) shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

- e. The Promoter shall similarly undertake the necessary steps for formation of separate co-operative housing society in respect of other Building i.e. Building B developed on the said Project Land as Phase I ("Other Society") in accordance with the provisions of applicable law.
- f. It is further agreed between the Parties that the ownership of the said Building would vest with the Building Society / Apex society (at the sole discretion of the Promoter) within [3] months from the Project Completion Date. The Promoter has well and sufficiently explained and the Allottee(s) has agreed that considering the nature of tenure on which the Larger Property is held by the Confirming Party, the ownership of the Larger Property shall always remain with the Apex Society i.e. the Confirming Party and shall not be ever transferred to Building Society or any third Party.
- g. It is further agreed between the Parties that the Promoter shall endeavor to change the classification of the Confirming Party society so as to admit the Building Societies as members. In the event the change in classification is not permissible as per the prevailing rules and regulations the Promoter may exercise the option of admitting all the Allottee/s as members of the Confirming Party society.
- h. It is specifically agreed and understood by the Allottee/s that the individual allottee/s in the said Project shall not be entitled to apply for and/or demand membership and/or demand deemed membership of the Apex Society.
- i. Till the entire Project as set out herein is completed by the Promoter and the amount/s receivable by the Promoter from all Allottees of Apartments are received, the Promoter shall not be bound and/or be called upon or required by the Allottees to form any Co-operative Society, ("Association"), and the Allottee agrees and irrevocably consent not to raise any demand or dispute or objection in that behalf. The Association shall be formed by the Promoter within 6 (Six) months of the entire building as set out herein is completed and Occupation Certificate is issued.
- j. It is hereby clarified that the Promoter at its discretion may form a separate society of Allottees of the subsequent phase or shall be entitled to induct the Allottees of the subsequent phase as the members of the same society and the Allottees hereby

agree and undertake not to object to the same.

14. Apex Society:

- a. Apex Society shall mean the Confirming Party which is a society under the provisions of the Maharashtra Co-operative Societies Act, 1960.
- b. The Building Society and the Other Societies shall be admitted as member of the Apex Society within [3] months of the Project Completion Date.
- c. The individual flat / unit Purchaser/s in the said Project shall not be entitled to apply for and/or demand membership and/or demand deemed membership of the Apex Society.
- d. On admission of the Building Societies as the member and on formation and registration of the Building Society and Other Societies in the Project land, all the common area and facilities from the Project Layout shall be operated, maintained and managed by the Apex Society. The Building Societies being members of the Apex Society shall contribute towards operation, maintenance and management of common areas facilities etc. proportionate to the FSI consumed for each Building. Here Common areas shall comprise of areas stated hereinabove and as would be agreed by the members Society. During the phase wise development of the Project, the Building Society shall proportionately contribute towards operation, maintenance and management of all the common area and facilities from the Project Layout and hand over such contribution on the designated timelines to the Promoter.
- e. The Allottee/s agree/s and declare/s that the Promoter has well and sufficiently explained the Project Layout to the Allottee(s) and the Allottee(s) considering the phase-wise development of the Project Land as contemplated herein and in the spirit of beneficial enjoyment has agreed to the manner of formation of the Apex Society, Building Societies for better operation, maintenance and management of the Project and after discussion and deliberation having agreed has executed these presents.

15. Miscellaneous Payments:

- a. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of

outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or Association, as the case may be.

- b. The Allottee shall on or before delivery of possession of the Apartment keep deposited with the Promoter, the following amounts :-
- (i) Rs. _____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.
 - (iii) Rs. _____/- for proportionate share of taxes and other and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
 - (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
 - (v) Rs. _____/- for deposit towards water, electric, and other utility and services connection charges and
 - (vi) Rs _____/- for deposits of electrical receiving and Sub Station provided in Layout
- c. The Allottee shall pay to the Promoter a sum of Rs. . _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or

Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

- d. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society 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.
- e. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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. 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 Designated Account shall be used for the purpose the same is opened and withdrawals therefrom shall be in the manner as provided under the Act.
- vii. 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;
- viii. The Registration of the Project is valid and subsisting.
- ix. 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 adversely affect the rights of Allottee under this Agreement;
- x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- xi. At the time of execution of the conveyance deed of the structure to the building society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the building society of the Allottees;
- xii. 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;
- xiii. 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.

17. Covenants of the Allottee:

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

- i. The Allottee has perused the details of the Project available on the website of the Authority as well as the additional data furnished by the Promoter and Allottee has fully verified the same. The Allottee agree and confirm not to make demand of any additional information in respect thereof.
- ii. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated 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.
- iii. 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 in this behalf, the Allottee shall be liable for the consequences of the breach.
- iv. To carry out at his 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 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 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.

- v. 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.
- vi. 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.
- vii. 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.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his 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.
- ix. 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 for any purposes other than for purpose for which it is sold.
- x. The Allottee 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 to the Promoter under this Agreement are fully paid up.
- xi. The Allottee 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 Apartments therein and

for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the 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.

- xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of building society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. Not to enclose the passages, if any, forming part of the Apartment without the previous written permission of the Promoter and / or the Association and of the Municipal and other concerned authorities;
- xiv. Not to affix air conditioner/s of any other place other than those earmarked for fixing such Apartments as not to affect the structure, façade and / or elevation of the Building in any manner whatsoever;
- xv. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the Apartment /Building in any manner whatsoever;
- xvi. Not to hang clothes on the windows/railings, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Project land and the building.
- xvii. Irrespective of a dispute, if any, arising between the Promoter and the Allottees and /or the Association all amounts, contribution and deposits including amounts payable by the Allottees to the Promoter under this Agreement shall always be paid punctually to the Promoter and shall not be withheld by the Allottees for any reasons whatsoever;
- xviii. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottees shall not use or permit the use of common passages, ducts, refuge

areas, open spaces. Lobbies, and staircases in the Building for storage or for use by servants at any time.

- xix. The Allottees shall not display at any place in the Apartment / Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottees shall not stick or affix pamphlets, posters or any paper on the walls of the Building or common areas therein or in any other place or on the window, doors and corridors of the Building.
- xx. The Allottees hereby agrees that in the event of any amount becoming payable by way of levy of premium to the concerned local authority or any amount becoming payable by way of betterment charges or development levies or any other payment of a similar nature in respect of the Project Land and / or the Building, the same shall be reimbursed by the Allottees to the Promotor.
- xxi. The Allottee represents and confirms that they have read the terms and conditions of this Agreement and has understood their obligations, liabilities and limitations as set forth herein and have neither relied upon nor been influenced by any marketing brochures, emails advertisements, representations of any nature whatsoever whether written or oral.
- xxii. Save and except the conveyance of the Project, not to claim conveyance of any other portion of the Project Land till the complete development of the Project Land.
- xxiii. No to object or create hindrance for implementation of development work of subsequent phase by the Promoter.
- xxiv. The Allottee represents and confirms that the Promoter shall be entitled to induct the Allottees of the subsequent phase as the members of the society so formed by the Promoter of the Project and the Allottees hereby agree and undertake not to object to the same.

18. Rights of the Promoter:

The Allottee confirms and acknowledges that the Allottee has been apprised and made aware and the Allottee has agreed that:

- i. The Promoter shall be entitled to amalgamate the schemes in respect of the adjoining lands or any other land (pursuant to applicable law) with the project land without requiring any consent from the Allottee and / or the Association and such additional land shall be deemed to be the Project Land amalgamated.

- ii. The Promoter is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the Project Land or elsewhere and/or on account of (TDR) and / or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws, public car parking schemes or any floating rights which is or may be available in respect of the Project Land and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law, and the Promoter shall be entitled to utilize and/or use the entire potential of the Project Land/the amalgamated lands presently available and/or any increase therein, from time to time.
- iii. The Promoter shall be at liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the Project Land and/or the Building, in terms of the Applicable Laws provided that the same does not in any materially prejudice the right of the Allottees in respect of the Apartment and in accordance with the provisions of the Act.
- iv. The Promoter shall also be entitled to designate any space on the Project Land and/or in the terrace of the said Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building.
- v. The Promoter shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the project land till such time as the Project Land together with the Building are transferred to the Association.
- vi. The Promoter shall be entitled to construct site offices/ sales lounge on the Project Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the Project Land or any portion thereof is leased/conveyed to the Association until the development of the Project Land together with development of amalgamated lands is fully completed.
- vii. The Promoter shall be entitled to launch the subsequent phases within such time and in such manner as it shall deem fit.
- viii. The Promoter shall be entitled to grant conveyance of the Project and shall continue to remain entitled to the balance Project Land and the benefits arising therefrom.

19. Common Areas Facilities & Amenities:

- 19.1 The Allottee(s) shall not have any right, title, interest, etc., in respect of the common areas and such other areas as may be designated as common areas by the Promoter, and shall only be permitted to use the common areas facilities and amenities on the Larger Property as listed in the **Third Schedule** hereunder written including Parking Space/s, open spaces, internal access roads, recreation areas, club house, pathways, passageways, internal access roads, lobbies, staircase, common terrace, and other areas as may be designated as common areas/facilities/amenities by the Promoter, in common with the Promoter and its contractors / workmen / employees / agents, other Allottees/occupants of premises in the said Building and the other buildings/structures that may be eventually developed on the Larger Land, for access to the Larger Property or any part thereof and as part of usage and enjoyment of the Larger Property or any part thereof.
- 19.2 The common areas facilities and amenities shall be determined by the Promoter, and the Allottee(s) shall be permitted to use the same on such terms and conditions as may be decided by the Promoter. The Allottee(s) further agree to promptly bear and pay the necessary costs, charges and expenses in this regard, together with all taxes including GST and all other indirect taxes thereon.
- 19.3 Such designated areas, common open areas, common landscapes and driveways etc. in the said Building / Larger Land shall be an integral part of the layout of the development of the Larger Land including the neighbouring buildings on the Larger Land and neither the Allottee(s) nor any person or entity on Allottee's behalf shall, at any time claim any exclusive rights with respect to the same.
- 19.4 The Allottee(s) undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.
- 19.5 Payment of sale consideration shall entitle the Allottee(s) to use the club house provided in the project.
- 19.6 The membership of the Club House is available to the Allottee(s) as long as the Allottee(s) is the owner of the Apartment. In the event of the sale or transfer of the Apartment by the Allottee(s) in any manner whatsoever, the transferee shall become entitled to the

membership of the Said Club House and the Allottee(s) herein shall no longer be the member of the Club House.

19.7 The use of the Club House by the Allottee(s) shall apart from the other rules and regulation shall be in the following manner:

- In the event of the Apartment is purchased by a partnership firm or any association of persons then in that event a partner or the associate or any authorized representative of the said partnership firm or the person occupying the Apartment would be entitled to use the said Club House.
- In the event of the Apartment being purchased by a public limited or a private limited company, then in that event any person occupying as the authorised occupier of the said company shall be entitled to the use of the said Club House.
- In case of inheritance of the Apartment, then in that event, the person inheriting / occupying the Apartment shall be entitled to membership of the said Club House.
- In the event of there being co-owners of Apartment then in that event such co-owners occupying the Apartment will be entitled to the use of the said Club House. In any other case like tenancy, lease, license etc., the occupier of the Apartment will be entitled to the use of the said Club House.

19.8 It is also clarified that certain facilities shall have usage charges in addition to the said membership fees and the same shall be paid by the Allottee(s) as and when demanded by the Promoter along with applicable taxes thereon.

19.9 The rights and entitlements of the Allottee(s) under this Agreement are restricted to the right and entitlement to receive the Apartment, subject to the terms and conditions of this Agreement.

19.10 The Allottee(s) shall at no time demand partition of the Apartment and/or the said Building and/or the Future Buildings and/or the Larger Property.

20. Not an Assignment:

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

21. Creation of Mortgage / Charge:

- a. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then 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 in the Apartment.
- b. It is agreed that the Allottee shall be entitled to avail loan from a Bank and to mortgage the Apartment by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their No Objection whereby the Promoter will express its No Objection to the Allottee availing of such loan from the Bank and mortgaging the Apartment with such Bank, provided however, the Promoter shall not incur any liability / obligation for repayment of the monies so borrowed by the Allottee and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the Apartment of the Allottee shall not in any manner jeopardise the Promoter's right to receive full consideration and other charges and to develop the Project Land and such mortgage in favour of such Bank shall be subject to Promoter's first lien and charge on the Apartment in respect of the unpaid amounts payable by the Allottee to the Promoter under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoter will issue the said No Objection Letter addressed to the Bank undertaking to make payment of the balance purchase price as per the payment schedule of this Agreement and such confirmation letter shall be mutually acceptable to the parties hereto and to the said Bank

22. Waiver:

Any delay tolerated or indulgence shown by the Promoter in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Allottees by the Promoters shall not be construed as a 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 Allottees, nor shall the same in any manner prejudice, limit or affect the rights of the Promoter.

23. 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.

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, booking form, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

25. Right to Amend:

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

26. 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 Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

27. 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.

28. Method of Calculation Of Proportionate Share Wherever Referred To In The Agreement:

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

29. 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.

30. 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.

31. Registration:

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.

32. Notice:

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 below:

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s One Earth (Promoter) : AADFO4063A

501, Kensington Court, off North Main Road,

Koregaon Park, Pune- 411001

Notified Email ID: _____

Oxford Shelters Private Limited (Co-Promoter): AABCI2435D

Notified Email ID: _____

Pinni 7 Co-Operative Housing Society Limited: AADAP2143B

Notified Email ID: _____

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

33. Joint Allottees:

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.

34. Stamp Duty and Registration:

The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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 Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. Governing Laws:

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. This Agreement shall always be subject to the provisions of (i) Real Estate (Regulation and Development) Act, 2016; (ii) Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017; (iii) Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017; (iv) Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2017; and (v) Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017 and read together with Maharashtra Ownership of Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and the respective rules made thereunder. In the event of conflict between any of the aforesaid, the provisions of Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder shall prevail.

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.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Larger Land)

All that piece and parcel of land bearing Survey No. 9 to 14 Hissa No. 1/66 admeasuring 79 Ares situated at Village Mundhwa, Taluka Haveli, District Pune and bounded as follows:

On or towards East: _____
On or towards South: _____
On or towards West: _____
On or towards North: _____

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat/said Apartment)

Premises being Flat No. _____ admeasuring _____ sq. ft. carpet area on the _____ floor of the Building No. A, Phase II, together with one parking space bearing No. _____ in the said building to be constructed on the said Larger Land. In addition the promoter has provided enclosed balcony/ dry balcony/ terrace admeasuring _____sq. mtr.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of common areas and facilities appurtenant to the said Flat/said Apartment)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1)

(2)

Please affix

photograph

and sign

across the

photograph

Please affix

photograph

and sign

across the

photograph

At _____ on _____

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Please affix

photograph

(1)

and sign

(Authorized Signatory) WITNESSES:

Name

Signature

Name

Signature

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report Details of the Title Report The Schedule Above

Referred to (Description of property)

Place:

Datedday of 20

(Signed) Signature of Attorney-at-Law/Advocate

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the project land).

ANNEXURE –C-1

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

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout 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)

ANNEXURE -D

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE – E

(Specification and amenities for the Apartment),

ANNEXURE –F

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

Received of and from the Allottee above named the sum of Rupees

on

execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

A handwritten signature in black ink, appearing to be 'R. Hegde', is written over the printed text 'The Promoter/s.'.