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Date:

ALLOTMENT LETTER

To,

.....

Address -

E-mail address

Dear sir/Madam,

You have shown your interest in purchasing an Apartment (details of Apartment are more particularly described herein below) in our project ‘Lotus Laxmi 2’, situated at Survey no 40/1 to 4/4A at village Kiwale, Taluka Haveli, District Pune. We have accepted your offer on terms and conditions;

APARTMENT PARTICULARS	
APARTMENT NO.	
FLOOR	
CARPET AREA OF THE APARTMENT	
USABLE AREA OF ENCLOSED BALCONY	
AREA OF EXCLUSIVE TERRACE	
COVERED PARKING NO	

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		
PAYMENT SCHEDULE		
On or before execution of agreement	10%	
Within 2 weeks after the execution of Agreement	20%	
On completion of the Plinth of the building	15%	
On completion of 2 nd Slab above the Plinth	05%	
On completion of 5 th Slab above the Plinth	05%	
On completion of 8 th Slab above the Plinth	05%	

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On completion of 11 th Slab above the Plinth	05%	
On completion of RCC Work	05%	
On completion of the walls, internal plaster, external plaster of the said Apartment.	05%	
On completion external plumbing ,external finishing, elevation, terraces with water proofing , of the building	05%	
On completion of the staircase, lift wells, lobbies up to the floor level, doors and windows, sanitary fittings, of the said Apartment.	05%	
On completion of the lifts water pumps, electrical fitting, electro, mechanical and environment requirements, entrance lobbi/s, paving of appurtenant land	10%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05%	
Grand Total	100%	

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT		
Sr. No	Particulars	Amount (Rs)
1	Stamp Duty-6%	
2	Registration Charges - 1% (Maximum Rs. 30,000/-)	30,000
3	Premium for Title Insurance and Structure (if applicable)	-
4	Miscellaneous registration expenses	5000/-
	Total	

NOTE:- GST shall be applicable as per the prevailing Rules. GST setoff shall be discounted as per actual.

AMOUNTS PAYABLE BY THE ALLOTTEE ON BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Particulars	Amount (Rs.)
Legal cost, charges and expenses	4,000/-
Share money , application entrance fee of the Society	1,000/-

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charges for formation and registration of the Society	5,000/-
Deposits towards water and other utility and services connection charges	5,000/-
Deposit of electrical receiving and transformer/Sub station provided in layout	10,000/-
Total	25,000/-

TERMS AND CONDITIONS:

- 1) Issuance of this non-transferable allotment letter to the Allottee(s) by the promoter dose not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee signs and delivers the agreement with all the schedules along with the payments due as stipulated in the above payment Plan within 30(Thirty) days from the date of this Allotment Letter; and appears for registration of the agreement before the concerned sub- registrar as and when intimated by the promoter. This allotment letter is not meant or be treated or deemed to be as agreement as contemplated under provisions of law.
- 2) If the Allottee(s) fails to execute and deliver to the Promoter agreement within 30 (thirty) days from the date of this Allotment letter and/or appear before the sub-Resister for its registration as and when intimated by the promoter within the aforesaid 30 days, then the promoter shall serve a notice to the Allottee by e-mail/by hand/by Post/ by Courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen)days from the date of its receipt by the Allottee, application/Allotment of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 3) Minimum token amount should be equivalent to 9% of the agreement cost, which shall be retained as interest free bonafide refundable deposit, refundable.
- 4) Unless agreement is entered into by the applicant, no rights of any nature is conferred or intended to be conferred by this letter on the applicant.
- 5) All taxes, cess, charges or levies under any concerned statute shall be borne by the allottee, over and above price of the Apartment.

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- 6) The Allottee has received the floor plan & specification, of the said Apartment at the time of booking and has no confusions what so ever and would not change the option confirmed by us on the date of booking.
- 7) In case of cancellation for any reason what so ever then the amount paid by the Allottee against the said booking shall be returned within 30 (thirty) days from date of cancellation of booking.
- 8) The allottee has to pay Deposit towards provisional monthly contribution towards outgoing of society and maintenance charges Rs. 3000/- per unit per month for the 12 months (i.e. Rs 36,000/-) and the allottee will be liable to pay GST as applicable on the maintenance charges at the time of possession of the said Apartment.
- 9) The Allottee is aware that as on today there is no Insurance Policy which will cover the insurance of title of the land and therefore the Promoter has not taken any Insurance Policy about the same. Till the execution of Deed of Conveyance, or Deed of Apartment or any other document of the title the Government introduces any such policy that will cover the Insurance of title of the land and building, then the Promoter shall take such policy however the Allottee shall be liable to pay to the Promoter his proportionate share towards the said policy within 8 days from the receipt of demand made by the Promoter. If the Allottee fails to pay the amount of Insurance within stipulated period then it will amount to breach of the agreement and the Allottee shall liable for the consequences mentioned in the agreement. The Allottee shall be liable to pay the amount of such Insurance from time to time as and when demanded by the Promoter towards the insurance of title of the building and the land. However after forming of the association/ society or any other legal entity then it shall be the responsibility of such legal entity to take the Insurance and to pay the amount of Insurance premium and Promoter shall not be responsible for the same.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment plan, terms and conditions.

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**MR. SANTOSH KARNAWAT
PARTNER – SURYA PROPERTIES
PROMOTER**

ACCEPTED BY

1.

2.

ALLOTTEES

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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed at Pune, on this ____ day of _____ in the year Two Thousand and _____.

BETWEEN

SURYA PROPERTIES, A Partnership firm registered under the Indian Partnership Act, 1932 having office at – 224, 225, 2nd Floor, Kohinoor Arcade, Tilak Chowk, Nigdi, Pune – 411 044, PAN: ABLFS6667B Through its Partner **MR. SANTOSH VITHALDAS KARNAWAT** Age : Adult, Occupation: Business. Hereinafter referred to as **THE PROMOTER** (which expression unless repugnant to the context or meaning thereof shall mean and include the firm its partners for the time being constituting the firm their respective executors, administrators, successors, assigns, etc.,)

...THE PARTY OF THE FIRST PART

AND

1.
Age:- years **Occupation:-**
Address:-
Pan No
2.
Age:- Years **Occupation:-**
Address:-
Pan No

Hereinafter referred to as the '**ALLOTTEE/S**' (which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns)

...THE PARTY OF THE SECOND PART

AND

- 1.**MR. NIVRUTTI RAMBHAU TARAS**,
Age: 86 years, Occupation: Agriculturist,
2. **MR. POPAT NIVRUTTI TARAS**,
Age: 59 years, Occupation: Agriculturist,
- 3.**MRS. PRAMILA POPAT TARAS**,
Age: 43 years, Occupation: Housewife,
- 4.**MRS. NEELAM DHANANJAY KALOKHE**
ALIAS NEELAM POPAT TARAS,
Age: 27 years, Occupation: Housewife,
- 5.**Mr. NIKHIL POPAT TARAS**,
Age: 25 years, Occupation: Agriculturist
- 6.**Mr. SHUBHAM POPAT TARAS**,
Age: 21years, Occupation: Agriculturist

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7.MR. VIJAY NIVRUTTI TARAS,

Age: 52 years, Occupation: Agriculturist,

8. MR. SURAJ VIJAY TARAS

Age: 21years, Occupation: Student

9. MISS. ROSHNI VIJAY TARAS

Age: 20 years, Occupation: Student

10.MRS. SAVITA VIJAY TARAS,

Age: 41 years, Occupation: Housewife,

11.MR. NANDU NIVRUTTI TARAS,

Age: 51 years, Occupation: Agriculturist,

For himself and as guardian of Master Siddhesh Nandu Taras
and Miss. Harshada Nandu Taras

12. MRS. ANITA NANDU TARAS,

Age: 39 years, Occupation: Housewife,

13. SMT. PARVATIBAI RAJARAM TARAS,

Age: 52 years, Occupation: Housewife,

14.MR. ARJUN RAJARAM TARAS,

Age: 32 years, Occupation: Agriculturist, For himself and
as guardian of Master Vedant Arjun Taras and Miss. Antara Arjun Taras

15.MRS. PADMA ARJUN TARAS,

Age: 31 years, Occupation: Housewife,

16.MRS. MANISHA VIJAY YEWALE,

Age: 36 years, Occupation: Housewife,

Address:-Katraj, Pune

All R/at:- Kiwale, Pune

All through their Constituted Attorney

SURYA PROPERTIES,

Through its Partner

MR. SANTOSH VITHALDAS KARNAWAT

Age: Adult, Occupation: Business.

Hereinafter referred to as **THE CONSENTING PARTY** (which expression unless repugnant to the context or meaning thereof shall mean and include the his/her heirs, executors, administrators and assigns)

...THE PARTY OF THE THIRD PART

WHEREAS the land bearing Survey No. 40/1 to 4, Kiwale belonged to one Mr. Gangadhar Vishnu Lele prior to the year 1943;

AND WHEREAS the said Mr. Gangadhar Vishnu Lele died on 20.11.1950 leaving behind him Mr. Ganesh Gangadhar Lele (son) and Mr. Shankar Gangadhar Lele (son) as his legal heirs. In furtherance of the same their names were mutated on 7/12 extract of the Survey No. 40/1 to 4 vide Mutation Entry No. 740;

AND WHEREAS the said Shankar Gangadhar Lele died on 20.07.1951 leaving behind him Mr. Vishnu Shankar Lele (Son), Mr.Purushottam Shankar Lele (Son), Mr.Narhar Shankar Lele (Son) &Mr. Shrikant Shankar Lele (Son) as his legal heirs. However name of Mr. Vishnu Shankar Lele was mutated on the 7/12 extract of the Survey No. 40/1 to 4 as Karta vide Mutation entry bearing No 752;

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AND WHEREAS it appears from the Mutation entry bearing No 759 that Mr. Rama Bapu Taras, Mr. Maruti Shripati Chanvan, Mr. Malhari Vithu Taras & Bhagwan Sahadu Taras were the Tenants of the Survey No 40/1 to 4 on tillers day; That under the provisions of Section 32G of Bombay Tenancy and Agricultural Lands Act, 1948 inquiry was held and Mr.Rambhau Bapu Taras, Mr.Maruti Shripati Chavan, Mr. Malhari Vithu Taras and Mr.Bhagwan Sahadu Taras were inter alia given an opportunity to purchase the Survey No. 40/1 to 4 and accordingly the price was decided vide Order dated 30.06.1964 issued by Agricultural Land Tribunal in case no. ALT/27/64. And Accordingly names of said Mr. Ramabhau Bapu Taras, Mr. Maruti Shripati Chavan, Mr.Malhari Vithu Taras and Mr. Bhagwan Sahadu Taras were mutated on the 7/12 extract of Survey No. 40/1 to 4 as owners each having $\frac{1}{4}$ share in Survey No. 40, Hissa No. 1 to 4 and the names of Mr. Ganesh Gangadhar Lele and Mr. Vishnu Shankar Lele were mutated in the other rights column of 7/12 extract vide Mutation Entry No. 1372;

AND WHEREAS partition took place between Mr .Ramabhau Bapu Taras, Mr. Maruti Shripati Chavan, Mr. Malhari Vithu Taras and Mr. Bhagwan Sahadu Taras and Survey No. 40/1 to 4 was sub divided, and accordingly land bearing Survey No. 40/1 to 4/4A admeasuring 01 H 66.02 R having Akar 04 Rs. 69 Paise came to the share of Mr. Ramabhau Bapu Taras. And his name was mutated on 7/12 extract of Survey No. 40/1 to 4/4A vide Mutation Entry No. 1494;

AND WHEREAS it appears from Mutation Entry bearing no 2185 that Mr. Ramabhau Bapu Taras paid the price as decided by Agricultural Land Tribunal of land bearing Survey No. 40/1 to 4/4A under section 32 G of Bombay Tenancy and Agricultural Lands Act, 1948 and further 32 M certificate was issued to Mr. Ramabhau Bapu Taras. And in furtherance of the same the names of Mr. Ganesh Gangadhar Lele and Mr. Vishnu Shankar Lele were deleted from other rights column of Survey no 40/1 to 4/4A and name of Mr. Ramabhau Bapu Taras was mutated on the 7/12 extract of Survey No. 40/1 to 4/4A as owner on new tenure with the restriction under section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948;

AND WHEREAS the said Mr. Rambhau Bapu Taras died 01.08.1973 leaving behind him Mr. Chindhu Rambhau Taras (son), Mr .Nivrutti Rambhau Taras (son), Mr. Yashwant Rambhau Taras (son), & Mrs. Baidabai Ramchandra Padale (daughter) and Smt. Mainabai Rambhau Taras (widow) as legal heirs. In furtherance of the same their names were mutated on 7/12 extract of the Survey No 40/1 to 4/4A vide Mutation Entry No. 1944;

AND WHEREAS the said Smt. Mainabai Rambhau Taras died 10.01.1983 leaving behind her Mr.Chindhu Rambhau Taras (son), Mr. Nivrutti Rambhau Taras (son), Mr. Yashwant Rambhau Taras (son), Mrs. Baidabai Ramchandra Padale (daughter) as legal heirs. In furtherance of the same her name was bracketed from the 7/12 extract of the said Survey No 40/1 to 4/4A vide Mutation Entry No. 2898;

AND WHEREAS said Baidabai alias Parvatibai Ramchandra Padale released her share in the said Survey no 40/1 to 4/4A along with other properties in favour of Mr. Chindhu Rambhau and Mr. Nivrutti Rambhau Taras vide 2 separate Release Deeds, one Release Deed dated 27.02.2002, which is duly registered in the office of Sub Registrar Haveli No. 14, at Serial No. 1065/2002 and another Release Deed

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dated 06.04.2009, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 2156/2009 respectively. In furtherance of the same her name was bracketed from 7/12 extract of Survey No 40/1 to 4/4A vide Mutation Entry Nos. 10122 & 10877 respectively;

AND WHEREAS thereafter oral Partition was took place between Mr. Chindhu Rambhau Taras, Mr. Nivrutti Rambhau Taras and Mr.Yashwant Rambhau Taras and said Partition was acted upon and land admeasuring to 5540 Sq.mtrs each was came into ownership and possession of Mr. Chindhu Rambhau Taras, Mr. Nivrutti Rambhau Taras and Mr. Yashwant Rambhau Taras respectively.

AND WHEREAS the said Taibai alias Jaibai Vithoba Garade, Mrs. Rakhmabai Madhukar Murhe, Mrs. Rahibai Sakham Dangat and Baby alias Sunita Balasaheb Gaware (daughters of Mr.Chindhu Rambhau Taras) released their rights, title and interest in the Survey No. 40/1 to 4/4A along with other properties in favour of Mr. Chindhu Rambhau Taras, Mr. Baban Chindhu Taras, Mr. Ganpat Chindhu Taras and Mr. Hanumant Chindhu Taras, Mrs. Sarubai Chindhu Taras vide Release Deed dated 16.06.2008, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 6618/2008;

AND WHEREAS the said Mr. Chindhu Rambhau Taras made an application to the Hon'ble Collector under Section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 for permission to sell his share of land admeasuring about 5540 sq. Mtr. out of aforesaid Survey no 40/1 to 4/4A in favour of Surya Properties. That the Sub Divisional Officer, Haveli, Pune granted permission under Section 43, vide its Order dated 15.02.2011, bearing No. 43/SR/114/2010, Pune-1 for selling the aforesaid land to Surya Properties;

AND WHEREAS said Mr. Chindhu Rambhau Taras & Others sold the land admeasuring to 5540 Sq.mtrs to and in favour of Surya Properties vide Sale Deed dated 22.03.2011 which is registered in the office of sub registrar Haveli no 05 at SR. no 2803/2011 and accordingly name of Surya Properties was mutated on the 7/12 extract of Survey no 40/1 to 4/4A vide Mutation Entry no 11378.

AND WHEREAS Mr. Nivrutti Rambhau Taras and others have executed Development Agreement/Agreement to Sale for the land admeasuring to 5540 Sq. Mtrs out of his share to Surya Properties on the terms and conditions stipulated therein. The Said Development Agreement is registered on 15.11.2013 in the office of sub registrar Haveli no 5 at sr. no 10092/2013 and Power of Attorney along with the same is also executed by Mr. Nivrutti Rambhau Taras & Others in favour of Surya Properties at Sr. No 10093/2013 respectively.

AND WHEREAS the said Mr. Nivrutti Rambhau Taras made an application under Section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 for permission to sell his share of land admeasuring about 5540 Sq.mtrs. out of aforesaid Survey no 40/1 to 4/4A in favour of Surya Properties and received the permission for sale of the land. Thereafter remark of Restriction under Section 43 of Bombay Tenancy and Agricultural Lands Act, 1948 was deleted from 7/12 extract vide Mutation Entry No. 12463 and accordingly survey no 40/1 to 4/ 4A was converted from Occupancy Class I heir from Class II heirs;

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AND WHEREAS thereafter Mr. Nivrutti Rambhau Taras and Others executed a Supplementary Agreement to the Development Agreement dated 15.11.2013 in favour of Surya Properties i.e. the Promoter herein. The said Supplementary Agreement is registered on 05.11.2014 in the office of sub registrar Haveli no 5 at Sr. no 8539/2014. A Possession Receipt is also executed by Mr. Nivrutti Rambhau Taras in favour of Surya Properties and handed over the possession of the land admeasuring to 5540 Sq. Mtrs out of his share to and in favour of Surya Properties. The said Possession Receipt is registered in the office of sub registrar Haveli no 5 at SR. no 8541/2014.

AND WHEREAS Surya Properties and Mr. Nivruti Rambhau Taras and others have sold land admeasuring to 4050 Sq. Mtrs. which is reserved for Primary School as per sanctioned Development Plan of Pimpri Chinchwad Municipal Corporation to and in favour of Chinchwad Malayalee Samajam for the purpose of construction of School vide Sale Deed dated 23.12.2014, which is duly registered in the office of Sub Registrar Haveli No. 24, at Serial No. 10394/2014 read with Correction Deed dated 04.03.2015, which is duly registered in the office of Sub Registrar Haveli No. 24, at Serial No. 1921/2015. In furtherance of the same name of Chinchwad Malayalee Samajam is mutated on the 7/12 extract vide Mutation Entry No. 12606;

AND WHEREAS Surya Properties had surrendered the land admeasuring to 1353.96 Sq. Mtr. which is reserved for 18.00 meter road widening to Pimpri Chinchwad Municipal Corporation, vide Possession Receipt dated 05.01.2016, which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 146/2016. Accordingly the name of Pimpri Chinchwad Municipal Corporation was mutated on the 7/12 Extract of Survey no 40/1 to 4/4A vide Mutation Entry No. 12796; and the said surrendered area will be utilized in form of FSI.

AND WHEREAS Surya Properties had also surrendered the land admeasuring to 693.64 sq. mtr which is reserved for 12.00 meter road to Pimpri Chinchwad Municipal Corporation, vide Possession Receipt dated 16.01.2017, which is duly registered in the office of the Sub Registrar Haveli No. 5 at Serial No. 364/2017. Accordingly the name of Pimpri Chinchwad Municipal Corporation was mutated on the 7/12 Extract of Survey no 40/1 to 4/4A vide Mutation Entry No. 13095 ; and the said surrendered area will be utilized in form of FSI.

AND WHEREAS the said Surya Properties sold the land admeasuring about 1000 Sq. Mtrs to M/s. Balaji Landmarks Pvt. Ltd vide Sale Deed dated 29.01.2016, which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 855/2016 on 29.01.2016 and Power of Attorney which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 856/2016. In furtherance of the same name of M/s. Balaji Landmarks Pvt. Ltd was mutated on the 7/12 extract vide Mutation Entry No. 12822;

AND WHEREAS in aforesaid manner Surya Properties i.e. the Promoter herein partly acquired development rights and partly is owner of the land which is more particularly described in the '**Schedule I**' written hereunder (hereinbefore and hereinafter called and referred to as the '**said land**' for the sake and brevity and convenience);

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AND WHEREAS the Promoter herein prepared building plans for construction of Building/s consisting of ownership Apartment on the said land and submitted to Pimpri Chinchwad Municipal Corporation, the permission was granted by Pimpri Chinchwad Municipal Corporation vide Commencement Certificate dated 14.09.2016 bearing no BP/Kiwale/48/2016.

AND WHEREAS permission for non agricultural use of the said land was granted by Appar Tahasildar, Pimpri Chinchwad, Haveli, Pune vide its order no JAMIN/NA/SR/37/2016 on 21.10.2016 and Sanad copy was also issued by Appar Tahasildar, Pimpri Chinchwad, Haveli, Pune, vide its no. JAMIN/NA/SR/37/2016; on 17.11.2016.

AND WHEREAS Surya Properties i.e. the Promoter is financed by HDFC Ltd for construction of residential project on the said land.

AND WHEREAS the Promoter have revised the building plans for construction of Building/s consisting of ownership Apartments on the said land from Pimpri Chinchwad Municipal Corporation, vide Commencement Certificate dated 29.03.2017 bearing no BP/Layout/Kiwale/16 /2017 and subsequently further revised and sanctioned Potential Layout of said land on 28.04.2017 bearing No. BP/Kiwale/FP/1/2017.

AND WHEREAS the present project is on going project and therefore the Promoter is going to register the said real estate project with regulatory authority.

AND WHEREAS the Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said land, also plans, designs and specifications prepared by the Promoter's Architect and also documents as are specified under the Real Estate Regulation and Development Act, 2016 (hereinafter referred to as 'the said Act') and rules made thereunder;

AND WHEREAS after protracted negotiations by and between the parties hereunto, the parties have decided to reduce into writing the terms and conditions on which the present agreement has been founded;

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

1. AGREEMENT:

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. Meters on ____ floor in the building ____ / wing, which Apartment is more particularly described in the **schedule II** hereunder written (hereinafter referred to as '**the Apartment**') as shown in the Floor plan thereof hereto annexed and marked Annexure __ for the consideration of Rs. ____ including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule ____ annexed herewith

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2. CONSIDERATION:

- 2.1 The Allottee/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the manner detailed hereunder:

On or before execution of agreement	10%
Within 2 weeks after the execution of Agreement	20%
On completion of the Plinth of the building	15%
On completion of 2 nd Slab above the Plinth	05%
On completion of 5 th Slab above the Plinth	05%
On completion of 8 th Slab above the Plinth	05%
On completion of 11 th Slab above the Plinth	05%
On completion of RCC Work	05%
On completion of the walls, internal plaster, external plaster of the said Apartment	05%
On completion of external plumbing ,external finishing, elevation, terraces with water proofing , of the building	05%
On completion of the staircase, lift wells, lobbies up to the floor level, doors and windows, sanitary fittings, of the said Apartment.	05%
On completion of the lifts water pumps, electrical fitting, electro, mechanical and environment requirements, entrance lobbi/s, paving of appurtenant land.	10%
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier.	05%
Total	100%

- 2.2 The Allottee/s herein shall pay the aforesaid amount on the due date or within fifteen days from the Promoter giving the written intimation to the Allottee/s calling upon the Allottee/s to make the payment.
- 2.3 It is hereby agreed that the time for payment as specified in the herein above is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/ have committed breach of this Agreement and in the case the Promoter shall be entitled to take necessary action against the Allottee/s.
- 2.4 The Allottee/s agree/s not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.
- 2.5 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 agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable to subsequent payments.
- 2.6 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @

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9 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

2.7 Payment of any instalment if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or Housing Finance Companies/Banks, etc.

2.8 The Promoter hereby agrees to allot to the Allottee covered parking spaces bearing Nos. ____ situated at ____ Ground / stilt floor being constructed in the layout. The Promoter has allotted covered parking No. ____ to Allottee for which Promoter has not taken any consideration for the same. The Allottee shall have the right to use the said covered parking space exclusively. However the Allottee shall not claim ownership rights in respect of said covered parking space.

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

3. MODE OF PAYMENT:

The Allottee/s shall make all the payments by demand draft only or by local 'A/C Payee 'cheques drawn in favour of ' SURYA PROPERTIES' payable at Pune or at par at these stations. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Promoter's banking account, the Promoter shall give effect of the same to the account of the Allottee/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

4. CONDITIONS OF SANCTIONING AUTHORITY:

It is hereby agreed that the Promoter and the Allottee/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning or revising the plans or any time thereafter or at the time of granting Completion Certificate and the Promoter shall before the handing over the possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5. REVISE SANCTIONED BUILDING PLAN:

5.1 The Promoter shall construct the said building consisting of a stilt parking, First floor parking and 11 upper floors on the project land in accordance with plans, designs and specifications as approved by the concerned local authority from time to time.

5.2 The Allottee/s hereby give/s his/her/their irrevocable consent to the Promoter herein to make such alternation modifications, revision in the sanction plan/s of the said building/s as the Promoter fit and proper and such modifications, revisions and alternations which are necessary in pursuance of any law, regulations, order or request made by the local authority, planning authority, competent authority of Government or any officer of any local authority.

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- 5.3 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 alternation or addition required by any Government authorities or due to change in law.
- 5.4 Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s if such alternations and/or modifications adversely and materially affect the internal layout of the said Apartment. The Allottee/s herein shall have no right to with hold or refuse such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.
- 5.5 The Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition, alteration, construct new structure/s on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the local body and to allot/sell to various persons.
- 5.6 The Allottee/s shall have no objection for the new allottees to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees.

6. CONSTRUCTION:

The Promoter herein has obtained sanction of the building/s plan/s in respect of the building/s which is under construction on the said land & the Promoter herein shall construct or get constructed and complete the construction of the said building/s on the said land in accordance with the plans, designs approved or to be approved by the concerned authority, which have been seen by the Allottee/s, subject to such alterations, revisions and modifications as the Promoter in its sole discretion may think fit and necessary and those are required by the concerned local authority / Government to be made in it or any of it.

7. CALCULATION OF THE AREA OF THE APARTMENT:

- 7.1 The carpet area means the net usable area of an Apartment excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and plaster of external walls and exclusive open terrace. The carpet area however includes area covered by the internal partition walls & Internal Columns of the Apartment. Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three per cent. The Allottee/s consent for the same and is aware that the consideration being lump sum will not change if the carpet area varies up to three percent.
- 7.2 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the Carpet area is increased or decreased within 3% (three) than the agreed one then the parties shall not be liable to claim any amount from other party. If there is any reduction in the carpet area more than the defined limit of 3% then the promoter shall refund the excess money paid by the Allottee within 45 days with annual interest @ the rate which shall be the State Bank of India

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highest Marginal cost of Lending Rate plus two percent., from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee as per the next mile stone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in the clause 1 of this agreement.

8. USE

The Allottee/s shall use the said Apartment or any part thereof permits the same to be used only for specific purpose as shown in the sanctioned plan. The Allottee/s or Occupier/s of the said Apartment shall not use the same as and for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, rentals on cot basis in any manner, Lodging Boarding or any illegal or immoral purpose.

- 8.1 The Allottee/s shall use the parking space for the purpose for keeping or parking the Allottee/s' own vehicle only
- 8.2 The Allottee/s shall take required permission from the local authority for change of use at his/ her own cost and risk.

9. DELAY IN PAYMENT:

- 9.1 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 the payment plan.
- 9.2 The Allottee agrees to pay to the Promoter interest @ the rate which shall be the State Bank of India highest Marginal cost of Lending Rate plus two percent on all delayed payment which become due and payable by the Allottee to the Promoter under the terms of the agreement from the date the said amount is payable by the allottee(s) to the Promoter till its realisation.
- 9.3 Without prejudice to the right of the Promoter to charge interest in the term mentioned in sub clause 9.2 of this agreement above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:
- 9.4 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 condition 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.
- 9.5 Provided further that upon the termination of this agreement, after deducting 10% amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Allottee/s the instalments or price which the Allottee/s might have till then paid to the Promoter

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but without any interest the aforesaid amount shall be paid by the Promoter to the Allottee/s by Cheque along with notice in writing by Registered Post Acknowledgement due immediately, prior to resale of the said Apartment and on such condition the Promoter shall be entitled to resale the said Apartment and/or dispose off or otherwise alienate the same in any of the manner as the Promoter herein in his/her/ their sole discretion thinks fit.

- 9.6 Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter.

10. TITLE:

- 10.1 The Promoter has made full and true disclosure to the Allottee/s of the title of the said land as well as the encumbrances, presently known to the Promoter. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest to construct building/s and to develop the said land. The Promoter has also given inspection of all the relevant documents as required by law. The Allottee/s having acquainted himself/ herself/ themselves with all the facts and right of the Promoter pertaining to the said land has entered into this Agreement.
- 10.2 The Promoter herein had also requested the Allottee/s to carry out the search and to investigate the title of the said land. The Allottee/s hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee/s henceforth shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the said land and to enter into this agreement.
- 10.3 The Promoter hereby represents and warrants to the Allottee as follows:
- a) 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;
 - b) The Promoter has lawful rights and the requisite approvals from the competent authority to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
 - c) There are no encumbrances upon the project land or the project except those disclosed in the title report ;
 - d) 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;
All approvals, licenses and permits issued by the Competent authorities with respect the project, project land and the said building /wing are valid and subsisting and have been obtained by following due process of the law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and the 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;
 - e) The Promoter has the right to enter into this agreement and has not committed and omitted to perform any act or thing, whereby the right , title and interest of the Allottee created herein , may prejudicially be affected; The Promoter

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has not entered into any agreement for sell and / or development agreement or any other agreement / agreement with any person or party with respect to the project land , including the project and the said Apartment and land which will in any manner ,affect the rights of the Allottee under this agreement ;

f) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment and the land to the allottee in the manner contemplated in this agreement;

g) At the time of execution of the conveyance deed of the structure to the Association of the Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

h) The Promoter has duly paid and shall continue to pay and discharge the 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

i) The Promoter has not received any Notice from the government or any other local body or authority or any legislative enactment , government ordinance, order, notification including any notice for acquisition

11. INSURANCE OF TITLE AND THE STRUCTURE

The Allottee is aware that as on today there is no Insurance Policy which will cover the insurance of title of the land and therefore the Promoter has not taken any Insurance Policy about the same. Till the execution of Deed of Conveyance, or any other document of the title the Government introduces any such policy that will cover the Insurance of title of the land, then the Promoter shall take such policy however the Allottee shall be liable to pay to the Promoter his proportionate share towards the said policy within 8 days from the receipt of demand made by the Promoter. If the Allottee fails to pay the amount of Insurance within stipulated period then it will amount to breach of present agreement and the Allottee shall liable for the consequences mentioned in the present agreement. The Allottee shall be liable to pay the amount of such Insurance from time to time as and when demanded by the Promoter towards the insurance of title of the building and the land. However after forming of the association/ society or any other legal entity then it shall be the responsibility of such legal entity to take the Insurance and to pay the amount of Insurance premium and Promoter shall not be responsible for the same.

12. POSSESSION:

12.1 The Promoter herein shall give the possession of the said Apartment to the Allottee/s on or before 30th June 2019 on receipt of payment of all dues payable by the Allottee/s to the Promoter, if any, in pursuance of these presents. It is specifically understood between the parties hereunto that on the Allottee/s fulfilling his/her/their part of the agreement, the said possession shall be given to the Allottee , on receipt of the Completion Certificate from the local authority.

12.2 The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the (Apartment), to the Allottee in terms of this Agreement to be taken within (2) two months from the date of issue of such notice and the Promoter shall give possession of the (Apartment) to the Allottee. The

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Promoter agrees and undertakes to indemnify the Allottee in case of failure if fulfillments of any provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of the Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

- 12.3 If the Promoter fails to hand over the possession for the reasons beyond its control or within the extended period mentioned under Real Estate Regulation and Development Act, 2016, then the Promoter shall be liable, on demand, to refund to the Allottee/s the amount already received by the Promoter in respect of the said Apartment with simple interest at the rate which shall be the State Bank of India highest Marginal cost of Lending Rate plus two percent, from the date the Promoter received the said sum till the date the amount and interest is repaid. The said amount together with interest shall be refunded by the Promoter to the Allottee/s, within 90 days of such demand. However, the Allottee/s shall have no charge on the said Apartment, of whatsoever nature.
- 12.4 Upon receiving a written intimation from the promoter as per clause 12.2 the Allottee 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 the possession of the Apartment to the Allottee. In case the Allottee fails to take the possession within the time provided in clause 12.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 12.5 Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Apartment by the aforesaid period, if the construction and completion of said Apartment or the said building/s in which the said Apartment is situated is delayed on account of :
- I) Non-availability of steel, cement, other building materials, water, electric supply or labour.
 - II) War, civil commotion or act of God; heavily Changes in any rules, regulations, bye – laws of various statutory bodies and authorities from time to time affecting the development and the project.
 - III) Delay in grant of NOC / permission / license connection / installation and any services such as lifts, electricity and water connection and meters to the scheme/Apartment, road NOC or completion certificate from appropriate authority.
 - IV) Delay or default in payment of dues, expenses, charges, consideration by the Allottee/s under these presents.
 - V) Any notice, order, rule, notification of the Government and / or public or competent authority.
 - VI) Pendency of any present and future litigation or order of the Court.
 - VII) Any act beyond control of the Promoter.
 - VIII) Delay by Local Authority or granting necessary Completion Certificate or Occupation Certificate.
 - IX) Any other mitigating circumstances due to which the development of the said real estate Project is not possible.
- 12.6 Before delivery of possession of the said Apartment the Allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said Apartment and about the quality of construction work and specifications/ amenities provided. Thereafter the Allottee/s shall not be entitled to make

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any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

12.7 After the possession of the Apartment/ 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/s in co-operation with the other Allottee/s of the Apartments in the said building/s at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

13. OTHER EXPENSES:

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

- i) Rs. 1000/- for share money, application entrance fee of the society or Limited Company/ Federation/ Apex Body.
- ii) Rs. 5000/- for formation and registration of the society or Limited Company/ Federation / Apex body.
- iii) Rs.4,000/- for legal cost, charges and expenses
- iv) Rs. 5,000/- for Deposit towards Water, Electric and other utility and service connection charges and
- v) Rs. 10,000/- for deposit of electrical receiving and Sub Station provided in Layout.

13.1 The Allottee/s shall be liable to bear and pay from the date of effective Completion of the building/s or the date handing over possession of his/her/their Apartment, whichever is earlier, the proportionate share of outgoings in respect of the Local taxes, N.A. taxes, Betterment charges or such other levies by the concerned local authority and/ or Government, Water Charges, insurance premium, electricity bills for common lights for roads, water pumps, lifts, etc., 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/s.

13.2 If at any time, after execution of this agreement the Central Government / State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties and put in force or shall be in force prospectively or retrospectively, in respect of the said Apartment or for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee/s. The Allottee/s hereby indemnifies the Promoter from all such levies, cost and consequences. The parties hereto understand that there is some obscurity relating to the payment of Service Tax / Value Added Tax (VAT), GST or any other tax that may be imposed related to the transaction in this agreement. It is, however, agreed that the liability and responsibility to pay such Service Tax / VAT, penalties, and interest thereon etc., shall solely be on the Allottee/s. The Promoter shall not be liable and / or responsible for payment thereof. In the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty (if any)

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and interest from the date payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation / losses / burden undergone / undertaken by it. It is further agreed that there shall always be a charge / lie on the said Apartment in favour of the Promoter against the amount payable by the Allottee/s to the Promoter towards the Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.

- 13.3 Also the Allottee/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned local authority and / or the Government and / or other public authority on account of change of user of the said Apartment by the Allottee/s.
- 13.4 It is agreed and understood between the parties herein that the Allottee/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the conveyance, deed of apartment or any other agreement. The Promoter shall not be liable to bear the aforesaid expenses for the same.
- 13.5 As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee/s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / in sufficient / irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee/s hereby consent for any temporary arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter and service tax (if applicable) thereon. Until receipt of this amount from the Allottee/s, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee/s for the above from the outgoings / maintenance charges for which the Allottee/s hereby gives his consent.
- 13.6 It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Allottee/s in addition to the consideration and other charges enumerated herein. The Allottee/s agree, assure, undertake, affirm and confirm unto the Promoter that he/she they shall indemnify the Promoter against all claim/s, charge/s, expense/s and loss/es incurred by the Promoter, in case the Allottee/s fails, neglects or avoids to make the payments mentioned in this Agreement.
- 13.7 The allottee is aware about the shortage of water supply by PCMC in the vicinity of present project and therefore the allottee has requested the promoter to make arrangement for providing water in case of shortage of water till the formation of society or within 12 months from the date of issuance of completion Certificate of the first building whichever is earlier at the cost of the allottees. If allottee fails to pay his share then the Promoter is not liable to provide water supply and in that case it is the responsibility of the allottees for water supply.
After formation of society or after the expiry of 12 months from the date getting the Occupancy Certificate for first building which ever is earlier the

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allottee and other allottee or the association of allottee shall make the arrangement for supply of water to the said project then the Promoter is not liable to provide the service of supply of water however in any case the promoter is not liable to contribute any amount towards the water charges.

- 13.8 That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

14. MAINTENANCE:

- 14.1 The Allottee/s herein shall pay to the Promoter, the maintenance amount within a period of 15 days from obtaining an Occupancy Certificate. An amount of Rs.3000/-per unit per month in advance for 12 months i.e. Rs.36,000/-to be given by the Allottee/s to the Promoter against the said Apartment. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, generator, maintenance of lift, cleaning etc.
- 14.2 The maintenance of the entire scheme shall be done by the Promoter from the aforesaid amount and on handing over, the charge of the project, the Promoter shall hand over the management of the maintenance of lift, cleaning etc. of the Real Estate Project.
- 14.3 The Promoter is not liable to give any account of maintenance charges. It is hereby agreed that the Promoter shall maintain the scheme only out of the advance received from the unit Allottee/s and also the Promoter has the sole right to discontinue the maintenance after giving prior notice of thirty days.
- 14.4 The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or non payment by the Allottee/s.
- 14.5 Without prejudice to the above covenants, in the event of the Ultimate Organization duly resolving that the aforesaid maintenance of the scheme that Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by such Ultimate Organization.
- 14.6 Such Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee/s, without prejudice to the other rights and powers of the Ultimate Organization.
- 14.7 The liability and obligation to pay the maintenance charges in respect of the Apartment and/or any interest and/or penalty thereon shall arise only prospectively and on disposal of the Apartment, in the scheme by the Promoter.

15. FLOOR SPACE INDEX (F.S.I.):

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- 15.1 The promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7412.79 Sq.mtrs only and Promoter has planned to utilize Floor Space Index of 7412.79 Sq.mtrs 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 Floor Space Index of 7412.79 Sq.mtrs as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and the sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the undertaking that the declared proposed FSI shall belong to the Promoter only.
- 15.2 The Promoter shall be entitled to load any additional F.S.I. that may be permissible at any time hereafter on the said land and the Allottee/s give his/her/their irrevocable consent to the same. Similarly the Promoter shall be entitled to float the F.S.I. of the said land in the present scheme to any other land and visa-versa if so permitted by the consent authority/s.
- 15.3 In this Agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye laws.
- 15.4 The Promoter shall be entitled to and have right of pre-emption of first right to use the present unutilized and/or additional built-up area / F.S.I. or by taking and loading T.D.R. (Transferable of Development Rights) as and when the same is permitted either by way of construction of new building/s or extension of the present building/s.
- 15.5 The Allottee/s has/have given his/her/their irrevocable consent their of and the Promoter shall be entitled to revise the plans, get them sanctioned firm concerned authority, construct the additional units permitted by consent authority and give all necessary facilities and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/alteration, or structure/s or construct new structure/s on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the concerned authority / local body, and to alert / self them to various persons.
- 15.6 The Allottee/s shall have no objection for the new Allottees to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees to the Ultimate Organization.
- 15.7 Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional F.S.I. and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s till conveyance of the said land. The said land and/or building/s shall be conveyed to the ultimate body subject to the rights, always being with the Promoter or his assigns.

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- 15.8 In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

16. SPECIFICATION:

The specifications of the said Apartment and the fixtures, fittings and the amenities to be provided by the Promoter to the said Apartment or to the said building/s are described in the "Schedule III" hereunder written. The Allottee/s shall not be entitled to demand any extra fittings, fixtures or amenities other than those agreed to be provided.

17. COMMON AND RESTRICTED AREAS:

- 17.1 The nature, extent and description of the Specifications, are more particularly described in the "Schedule III" written hereunder list of Amenities are mentioned in the "Schedule IV" written here under and Common Areas and facilities are mentioned in "Schedule V" written hereunder . The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/ or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

- 17.2 It is distinctly agreed by and between the parties that the internal road, recreation spaces, etc which are to be provided by the Promoter shall form and be utilized by all the Allottee/s in the entire scheme and that the Allottee/s or the ultimate organization of the Apartment holders shall have no right to claim any ownership rights or any other rights therein.

18. 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, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The word 'defect' means only the structural defect caused on account of wilful neglect on the part of the Promoter and shall not mean the defect caused by normal wear and tear, negligent use of the Apartment by the Purchaser and vagarious of nature etc. It is agreed that the Purchaser shall not carry out any alterations of whatsoever nature in the said Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the RCC structure fittings, pipes, water supply connections or any other erection in the bathroom, kitchen, toilet, W.C. terrace etc. If any of such works are carried or any heavy load is stored in the said Apartment, balcony, terrace etc. any liability including the defect liability automatically shall be void and the Purchaser shall be responsible for it. If, due to the purchaser's act or negligence the structure is damaged, the repairs shall be carried out by the Purchaser who is responsible for such act and the Promoter shall not be liable for the same. If the amenities and facilities which are manufactured by other entity suffer from any defect then in that case the Promoter shall not be liable for the said defect and deficiency in that case.

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The Allottee or association of Allottee shall make grievance against the said manufacturer and not against the Promoter.

19. 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/ Plot) to the total carpet area of all the (Apartments/ Plots) in the Project.

That in case there are Joint Allottee 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 Allottee.

20. RIGHT TO ALLOT:

- 20.1 It is hereby agreed that the Promoter has the exclusive right of allotment of covered parking spaces which are sanctioned by the competent authority as per development rules to one or more person/s of its choice, for his/her/their exclusive use.
- 20.2 The Promoter shall have right to use the terrace on the top of the building or any open spaces and also erect solar panel thereon and can commercially exploit the same by way of erection of telecommunication antennas, dish antennas, hoardings, etc.
- 20.3 Any area allotted by the Promoter shall be subject to the right of the Ultimate Organization and its agents to use the same for the specific purpose and to the extent necessary for maintenance and repairs of the common amenities such as drainage, water and electrical lines etc.
- 20.4 The Allottee/s confirms and declares that he/she/ they shall not raise any dispute regarding the aforesaid allotment. The terrace attached to the Apartment shall not be enclosed by the said Apartment Allottee/s to whom it is allotted, till the permission in writing is obtained from the concerned local authority and the Promoter or the Ultimate Organization as the case may be.
- 20.5 The Allottee/s shall use the parking space only for the purpose for keeping or parking the Allottee/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Allottee/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for parking two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Ultimate Organization and thereafter from the managing committee of such Ultimate Organization.
- 20.6 Further in case the Allottee/s is given the right of exclusive use of one stilt/podium/basement/ covered car park and the Allottee/s also agrees that if for any reason it be held that allotment of the Car Parking herein to the Allottee/s gets cancelled then the Allottee/s shall not be entitled to ask for

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refund of any amount or compensation as price herein agreed is only for the Apartment and allotment is made ex-gratia for beneficial enjoyment of the same. The Allottee/s further agrees that he/she/they will not challenge any allotment of any covered parking area made by the Promoter to any other Allottee/s.

21. ULTIMATE ORGANIZATION:

- 21.1 It is hereby made clear that the ultimate organization of all the Allottee/s/ Unit holders of the present scheme will be a Society under the provisions of the Maharashtra Co-operative Societies Act 1960. However all the expenses thereof shall be borne and paid by the Allottee/s proportionately.
- 21.2 The Promoter shall be entitled to amend, substitute, modify, terminate and cancel and/or revise the bye-laws and the declaration for which the Allottee/s has/have given their irrevocable consent.

22. CONVEYANCE:

- 22.1 The Promoter shall form a Co-Operative Housing Society under Maharashtra Co-operative Societies Act 1960 including the bye laws of the proposed Society shall be formed within 3 months from 51% of the total no of Allottees in such a building or such a wing have booked their apartment and the Allottee/s shall sign all necessary documents.
- 22.2 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 Article of Association if the same are required to be made by the Promoter as per their commitments to various persons, Allottee/s and or any other competent authority as the case maybe. This condition is the essence of the agreement.
- 22.3 Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Co-operative Societies Act 1960 the Apartment will be conveyed by the Promoter herein within a period of Six Months from and after (a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pimpri Chinchwad Municipal Corporation (irrespective of previous sanction or not of FSI) (b) After receiving the entire amount & all dues from all the Allottee/s including maintenance charges, outgoings, stamp duty, registration fees, service tax (if payable) etc.
- 22.4 Such conveyance shall be subject to exclusive, limited common rights of the Apartment Allottee/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the Society as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.
- 22.5 The Promoter has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoter

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shall at his own discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/ organization/ body etc. and the Allottee/s in his individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same.

- 22.6 The Allottee along with other Allottee(s)s of Apartments in the building shall join in forming and registering the Society 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 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, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies as the case may be or any other Competent Authority.
- 22.7 The Promoter shall, on or before December 2019, caused to be transferred to the Society all the right, title and the interest of the Vendor /Original Owner/Promoter and/or the Owners in the said structure of the Building or Wing in which the said Apartment is situated.
- 22.8 The Promoters on or before December 2019, caused to be transferred to the Federation/Apex body 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.

23. UNDERTAKING BY THE ALLOTTEE/S:

- 23.1 The Allottee/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated –
- a) To maintain the said Apartment at Allottee/s own cost in good tenantable repair and condition from the date of Completion Certificate and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Apartment and/or the building in which the said Apartment is situated and the said Apartment itself or any part thereof.
 - b) Not to store in/outside the said Apartment/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Apartment is situated or to the said Apartment or any fatality on account of

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negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for all the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter, Provided that for the defect liability period such repairs shall be carried out by the Allottee/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- d) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Apartment or any part thereof, or in or to the building in which said Apartment is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC, parris or other structural members in the said Apartment without the prior written permission of the Promoter and/or the apartment as the case may be. After possession of the said Apartment/unit the Allottee/s has/have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.
- e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building.
- g) Pay to the Promoter within seven days on demand from the Promoter, his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said Apartment is situated.
- h) To bear and pay the local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of Completion Certificate in respect of the said Apartment and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said Apartment by the Allottee/s.

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- i) The Allottee/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Allottee/s interest or benefit factor of this agreement or part with the possession of the said Apartment until all the dues payable by the Allottee/s to the Promoter under this agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee/s has intimated in writing to the Promoter and obtained written consent thereof.
- j) The Allottee/s shall observe and perform all the rules and regulations which the society 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.
- k) Not to obstruct the development work for any reason and in any way.
- l) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee/s 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/s at his own costs and risk.
- m) If the Allottee/s shall desire to fit grill/s to the balconies and/or windows then he/she shall do so at his/her own costs only as per the designs and specifications approved by the Promoter /Assignor. The Allottee/s shall not fit any grills or enclose the car parking space allotted for his/her exclusive use.
- n) The Allottee/s shall not dry or hang clothes in the balconies.
- o) The Allottee/s shall use the allotted unit only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Promoter/Assignor or apartment as the case may be.
- p) Not to cause any nuisance to other Allottee/s and Promoter in any manner whatever.

24. OTHER CONDITIONS:

- 24.1 The Allottee/s is/ are aware that the perspectives/elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee/s shall have no objection/ complaints whatsoever on the account.

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- 24.2 The Allottee/s is are hereby prohibited from raising any objection in the matter of allotment or sale accommodation / Apartment / garage / car parking etc., on the ground of religion / caste / creed or nuisance / annoyance / inconvenience for any profession / trade / business etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 24.3 In the event the ultimate organization is handed over the administration of the property before the sale and disposal of all the accommodation / tenements in the building/s all the powers authorities and right of the accommodation Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold Apartments and all other rights thereon nor the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.
- 24.4 The Allottees authorizes and empower the Promoter to make representation by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said Apartment in the name of Allottee/s, municipal Assessment of the said Apartment in the name of Allottee/s. the Allottee/s undertakes to bear all the expenses at actuals for the same.
- 24.5 The Allottee/s understands that the work of the development and construction on the said land by the Promoter may continue even after grant of possession of the said Apartment to the Allottee/s. The Allottee/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.
- 24.6 Nothing contained in this agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said Apartment or of building/s or a part thereof. The Allottee/s shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her/them and all common, area and facilities as described in Schedule IV herein below will remain the property of the Promoter until the conveyance.
- 24.7 Any delay tolerated or indulgence shown or commission 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 of any breach or non-compliance nor shall the same in any manner prejudice the rights of the Promoter.
- 24.8 The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.
- 24.9 The Allottee/s herein represents, assures and declares that neither the Allottee/s nor the members of the family are debarred or disentitled to acquire the said Apartment under any statute, notification, and rule for the time being in force.
- 24.10 The Allottee/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement/s with several other person/s and party/s in respect of the other Apartments in the Real estate Project. The Allottee/s has/have/given his/her/their irrevocable consent for the same and will not raise any objection for the same.

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- 24.11 The Allottee/s has/have read and understood all the terms and conditions of indemnity bonds/undertakings, etc. given by the Promoter to the Collector/Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA order and Completion Certificate (if any) and Allottee/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.
- 24.12 The Promoter herein may be constructing the building/s, wing/s and floor/s on the said land in phases. However the Promoter is going to registered **C AND D** wing with the Regulatory authority and the remaining wing/s will not be the part of the present phase. The present phase is independent and has nothing to do with the other phases. The Allottee/s is/are and Allottee/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.
- 24.13 The Promoter shall have a first charge and/lien on the said Apartment in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.
- 24.14 The Promoter shall be entitled to allot by way of lease or license an portion of the said land to any Government / Semi Government / Local authority / MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

25. REPRESENTATION:

The Allottee/s hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property Tax, assessment and re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter shall represent the Allottee/s to do all the necessary things in all the departments of the PimpriChinchwad Municipal Corporation, Collector, Government, Semi-Government MSEDCL etc and the same shall stand ratified and confirmed by the Allottee/s personal representation in the form of signature them the Allottee/s shall sign the same and shall not withhold the same for any reason whatsoever.

26. RESTRICTION ON ALLOTTEE/S:

The Promoter has informed the Allottee/s and the Allottee/s is aware that the Allottee/s of the said Apartment shall be subject to all the following conditions:

- I) No construction other than shown in the sanctioned plan.
- II) The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer, devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing.
- III) The installation of any grills shall be allowed only as per the design prescribed by Promoter or his Architect.
- IV) The car parking area shall not be enclosed under any circumstances.
- V) The Allottee/s shall not join two adjacent Apartments and shall not demolish or cause to be demolished and is denied at any time to make any addition or

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alteration of whatsoever nature in or to the structure or construction of the said Apartment.

27. NAME OF THE HOUSING SCHEME:

The name of the Project shall be “**LOTUS LAXMI 2**” and this name shall not be changed without the written consent of the Promoter.

28. PROJECT FINANCE:

28.1 The Allottees are aware that the Promoter have availed Project Finance from HDFC Ltd. The Allottee/s also consent/s and authorize/s the Promoter for raising any finance by way mortgage or the said land or scheme or any portion thereof, from any other Financial Institution as and when so deemed necessary by the Promoter. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building/s to be constructed thereon by taking consent of the Regulatory Authority and the consent of two third allottees of such phase provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Apartment agreed to be purchased by him/her/them in terms of this Agreement.

28.2 The Allottee/s may obtain finance from any bank/financial institution or any other source for purchase of the Apartment, but the Allottee/s obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee/s ability or competency to obtain such finance and the Allottee/s will remain bound by the terms of this Agreement. The Allottee/s hereby agrees that in case he has availed of any loan facility for the purchase of Apartment, then upon execution and registration of Conveyance Deed in respect of the Apartment, the original Conveyance Deed shall be received by the Promoter on behalf of the Allottee/s from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Apartment in accordance with the terms of grant of the loan.

29. NOTICE/S:

All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by E-mails, Courier, Registered Post, Under Certificate of Posting or Ordinary Post at his/her/their address/s specified in the title of this agreement or at the registered address intimated in writing by the Allottee/s by registered post after execution of this agreement.

30. REGISTRATION:

The original of this Agreement on given to the Allottee/s. The Allottee/s and the Promoter shall present this Agreement as well as any other deed, documents etc, which are to be executed by the parties hereto in pursuance of these presents, at the proper registration office for registration within four months from the date of execution of this agreement .

31. EFFECT OF LAW:

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- 31.1 This Agreement shall always be subject to the provisions of the Real estate Regulation and Development Act 2016 and the rules made thereunder as the case may be and Maharashtra Ownership Flats Act, 1963.
- 31.2 It is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations, etc., then in that case the entire agreement shall not be treated as void-ab-initio but in such case part of the present agreement or clause or clauses or part of the clause or clauses shall unless not possible be severed from rest of the present agreement or clause or of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.
- 31.3 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.
- 31.4 The terms and conditions herein are understood and agreed by both parties and the said are in consonance with the provisions of the Real Estate Regulation and Development Act, 2016 along with its relevant rules and Maharashtra Ownership Flats Act, 1963. The Parties further agree that if in the future any new amendments or new laws, rules, regulations are formulated that govern the construction, sale, promotion, management and transfer of the property then the same shall, so long as it is not contrary to the terms and conditions of this agreement, the essence and understanding of the parties as penned herein shall prevail as a contractual understanding. If there is any conflict with the terms and conditions of this agreement and new amended laws, rules and regulations etc. in the future, the parties hereby agree that a harmonious reading of the same should be done, so as to re-assert the understanding of the terms and conditions in this agreement based on which allottee is Purchasing and the Promoter is selling the said property. Nonetheless, the allottees acknowledges that the Promoter has disclosed every information needed for us to purchase this premises and also acknowledge that they are fully satisfied with the commitments given by the Promoter in the said agreement.

32. REGISTRATION OF PROJECT

The Promoter has made it clear to the Allottee that the Promoter is going to register the said real estate project with regulating authority within period stipulated in the Act. The data and other details mentioned in present agreement are tentative and those can be changed at the time of Registration of real estate project. Thereafter the Allottee shall not raise any objection towards the same.

33. REAL ESTATE AGENT

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In the present transaction the Allottee approached the Promoter independently and decided to purchase the said Apartment from the Promoter. There is no real estate agent involved in the present transaction and therefore the Promoter has not given any brokerage or commission to any real estate agent under any head and therefore the name of any real estate agent is not mentioned in the present agreement.

34. ENTIRE AGREEMENT

The 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/Plot/Building, as the case may be.

35. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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 who has taken or agreed to take such Apartment.

36. STAMP DUTY AND REGISTRATION CHARGES:

The consideration of the said Apartment as agreed between the Promoter and the Allottee/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the said Apartment. The agreement is executed by the parties hereto under the Real Estate Regulation and Development Act 2016 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958 Schedule – I, Article 25(d). The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter herein in the name of the society in which the Allottee/s will be the member in respect of the said Apartment/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee/s.

The Allottee/s declares hereby that he/she/the/ has/have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.

37. DISPUTE RESOLUTION

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

SCHEDULE I

DESCRIPTION OF THE SAID LAND

All that piece and parcel of land admeasuring about 6030 sq. mtrs as per 7/12 extract of the said land and area admeasuring to 5799.25 Sq.mtrs as per sanctioned Plan, out of Survey No. 40/1 to 4/4A, totally admeasuring about 16620 sq. mtrs., at village Kiwale, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows:

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On or towards East : By Nala
On or towards South : By Survey No. 39
On or towards West : By Survey No. 40
On or towards North : By Survey No. 40

**SCHEDULE II
DESCRIPTION OF THE SAID APARTMENT**

Name of the Project	:	Lotus Laxmi 2
Residential Apartment No.	:	
Floor	:	
Building	:	
Carpet Area of Apartment	:	
Usable Area of enclosed Balcony	:	
Area of attached Terrace	:	
Covered Car Parking No	:	

**SCHEDULE – III
Specifications**

STRUCTURE :

- Earthquake resistant RCC Frame structure.
- Internal & External walls – 6” Thick AAC Light Weight blocks.
- Gypsum plaster to Internal Walls.
- Cement sand faced plaster to External Walls.

TILES :

- Somany/Kajaria/Simpolo/RAK make Wall tiles of size 300mm x 600mm to Bathrooms/Toilets/W.C's of approx.Rs.375/- per Sq.mtr
- Somany/Kajaria/Simpolo make Antiskid Floor Tiles 300mm x 300mm for Bathroom/Toilets/W.C's of approx Rs.375/- per Sq.mtr
- Somany/Kajaria/Simpolo make Vitrified tiles of size 600mm x 600mm of approx Rs.485/- per Sq.mtr
- Somany/Kajaria/Simpolo make Antiskid tiles 600mm x 600mm for Terrace of approx Rs.485/- per Sq.mtr
- Black granite counter with stainless steel sink size 550mm x 450mm in Kitchen.

ELECTRICAL :

- Concealed Electrification using Pipes confirming to IS code 9537:3 and Fittings confirming to IS 3419.
- Concealed Wiring using Wires confirming to IS Code (FR wire ISI : 694)

PAINTING :

- Internal Painting using “Asian Tractor” Oil Bound Distemper.
- Asian ”ACE” Paint for External painting.
- Polishing to Plywood Door frames.

PLUMBING & DRAINAGE :

- Concealed Plumbing using CPVC pipes confirming to ISI code 15778 (ASTM D 2846) in Bathrooms ; W.C's ; Toilet & Kitchen and Standard Fittings.
- External plumbing using UPVC pipes confirming to IS code ASTM D 1785 and ASTM 2467 for Fittings.
- Drainage SWR Pipes confirming to ISI 13592 and SWR Fitting to ISI 14735

DOORS AND WINDOWS :

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- Standard quality Plywood Door frames of approx Rs.450 per RMT.
- Standard quality 35mmVeneer finished Main door of approx Rs.2425 per Sq.mtr
- Standard quality Both side Pre Laminated 32mm Flush Doors of approx Rs.2500 per Sq.mtr
- Standard quality 1" Series Aluminium Three Track Windows with S.S Mosquito Net of approx Rs.2500/- per Sq.mtr
- Standard quality 1" Series Aluminium Two Track Windows of approx Rs.2250/- per Sq.mtr for Kitchen.
- Standard quality M S grills Painted with Synthetic Enamel paint.

FIXTURES:

- Jaquar / Grohe / Hindware make Standard quality CP accessories
- Hindware / Somany / CERA make Standard quality Sanitary Ware
- Standard quality Glass+ S.S Railing to Terrace of @Rs.3000/- RMT
- Video door phone of approx Rs.5000/- per no.

SCHEDULE - IV

AMENITIES

- Landscaped Garden + Lawn
- Children Play area
- Provision for Broadband Connectivity
- Lift – Johnson/Kone/Schindler/Thyssenkrupp Make – 3 Nos. Automatic Lifts And 1 No. Manual Stretcher Lift
- Generator Back Up For Lifts, Staircase, Fire Fighting Pumps
- Elevated Landscaped Courtyard
- Garbage chutes
- Two Level Car parking
- Fire Fighting System
- Entrance Lobby at Stilt Level
- Compound Wall with Main gate
- Solar Water Heating System
- Rain Water Harvesting
- Lightening Arrester
- Solar system for Renewable Energy Generation upto 1% of load.
- Provision of Hume pipes with chamber at Ground level only for piped gas supply.
- Intercom Facility

SCHEDULE - V

COMMON AREAS AND FACILITIES

- Lifts
- Main Staircase
- Fire staircase
- Passages connecting to respective apartments
- Elevated Landscaped courtyard
- All level lobbies
- Refugee area
- Electrical sub station
- Open Space
- Overhead water tank

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- Underground Water tank
- Land appurtenant to building within compound wall.
- Roof Terrace

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS TO THIS DEED ON THE DAY AND DATE FIRST MENTIONED HEREINABOVE.

SIGNED AND DELIVERED BY THE WITHIN
NAMED AS PROMOTER AND AS CONSTITUTED
ATTORNEY OF CONSENTING PARTY
SURYA PROPERTIES
Through its Partner
MR.SANTOSH VITHALDAS KARNAWAT

SIGNED AND DELIVERED BY THE
WITHIN NAMED AS ALLOTTEE/S

In presence of:-

Signature :
Name :
Address :

Signature :
Name :
Address :

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this ____ day of the month of _____, in the Christian Year Two Thousand and _____ at Pune.

BETWEEN

1. SURYA PROPERTIES

A Partnership firm registered
under the Indian Partnership Act, 1932
Having office at – 224, 225, 2nd Floor,
Kohinoor Arcade, Tilak Chowk, Nigdi, Pune 411 044
PAN: ABLFS6667B
Through its Partner

MR. SANTOSH VITHALDAS KARNAWAT

Age : Adult, Occupation: Business
No. 1 Forself and as Constituted Attorney of Nos. 2 to 17

2. MR. NIVRUTTI RAMBHAU TARAS

Age: 86 years, Occupation: Agriculturist

3. MR. POPAT NIVRUTTI TARAS

Age: 59 years, Occupation: Agriculturist

4. MRS. PRAMILA POPAT TARAS

Age: 43 years, Occupation: Housewife

5. MRS. NEELAM DHANANJAY KALOKHE

ALIAS NEELAM POPAT TARAS
Age: 27 years, Occupation: Housewife

6. Mr. NIKHIL POPAT TARAS

Age: 25 years, Occupation: Agriculturist

7. Mr. SHUBHAM POPAT TARAS,

Age: 21years, Occupation: Agriculturist

8. MR. VIJAY NIVRUTTI TARAS

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Age: 52 years, Occupation: Agriculturist

9. MR. SURAJ VIJAY TARAS

Age: 21years, Occupation: Student

10. MISS. ROSHANI VIJAY TARAS

Age: 20 years, Occupation: Student

11.MRS. SAVITA VIJAY TARAS

Age: 41 years, Occupation: Housewife

12. MR. NANDU NIVRUTTI TARAS

Age: 51 years, Occupation: Agriculturist

Forself and as guardian of Master Siddhesh

Nandu Taras and Miss. Harshada Nandu Taras

13. MRS. ANITA NANDU TARAS,

Age: 39 years, Occupation: Housewife

14. SMT. PARVATIBAI RAJARAM TARAS

Age: 52 years, Occupation: Housewife

15.MR. ARJUN RAJARAM TARAS

Age: 32 years, Occupation: Agriculturist

Forself and as guardian of Master Vedant

Arjun Taras and Miss. Antara Arjun Taras

16. MRS. PADMA ARJUN TARAS

Age: 31 years, Occupation: Housewife

All Residing at: Kiwale, Pune

17. MRS. MANISHA VIJAY YEWALE

Age: 36 years, Occupation: Housewife

Address: Katraj, Pune .

(Hereinafter called and referred to as '**THE VENDORS/PROMOTER**' for the sake of brevity and convenience, which expression unless context to the contrary shall mean and include their legal heirs, executors, administrators, assigns, representatives, etc.)

...PARTY OF THE FIRST PART

AND

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LOTUS LAXMI 2 CO-OPERATIVE HOUSING SOCIETY LTD.

A Co-operative Housing Society
Registered under the Maharashtra Co-operative
Societies Act, 1960, under Registration No.

Having its registered office at:_____

Through it's

1. Chairman

2. Secretary

(Hereinafter called and referred to as '**THE PURCHASER SOCIETY**' for the sake of brevity and convenience, which expression shall, unless context to the contrary shall mean and include its present and future office bearers and their successors in title)

...PARTY OF THE SECOND PART

WHEREAS the land bearing Survey No. 40/1 to 4, Kiwale belonged to one Mr. Gangadhar Vishnu Lele prior to the year 1943;

AND WHEREAS the said Mr. Gangadhar Vishnu Lele died on 20.11.1950 leaving behind him Mr. Ganesh Gangadhar Lele (son) and Mr. Shankar Gangadhar Lele (son) as his legal heirs. In furtherance of the same their names were mutated on 7/12 extract of the Survey No. 40/1 to 4 vide Mutation Entry No. 740;

AND WHEREAS the said Shankar Gangadhar Lele died on 20.07.1951 leaving behind him Mr. Vishnu Shankar Lele (Son), Mr. Purushottam Shankar Lele (Son), Mr. Narhar Shankar Lele (Son) & Mr. Shrikant Shankar Lele (Son) as his legal heirs. However name of Mr. Vishnu Shankar Lele was mutated on the 7/12 extract of the Survey No. 40/1 to 4 as Karta vide Mutation entry bearing No 752;

AND WHEREAS it appears from the Mutation entry bearing No 759 that Mr. Rama Bapu Taras, Mr. Maruti Shripati Chanvan, Mr. Malhari Vithu Taras & Bhagwan Sahadu Taras were the Tenants of the Survey No 40/1 to 4 on tillers day; That under the provisions of Section 32G of Bombay Tenancy and Agricultural Lands Act, 1948 inquiry was held and Mr. Rambhau Bapu Taras, Mr. Maruti Shripati Chavan, Mr. Malhari Vithu Taras and Mr. Bhagwan Sahadu Taras were inter alia given an opportunity to purchase the Survey No. 40/1 to 4 and accordingly the price was decided vide Order dated 30.06.1964 issued by Agricultural Land Tribunal in case no. ALT/27/64. And Accordingly names of said Mr. Ramabhau Bapu Taras, Mr. Maruti Shripati Chavan, Mr. Malhari Vithu Taras and Mr. Bhagwan Sahadu Taras were mutated on the 7/12 extract of Survey No. 40/1 to 4 as owners each having $\frac{1}{4}$ share in Survey No. 40, Hissa No. 1 to 4 and the names of Mr. Ganesh Gangadhar Lele and Mr. Vishnu Shankar Lele were mutated in the other rights column of 7/12 extract vide Mutation Entry No. 1372;

AND WHEREAS partition took place between Mr. Ramabhau Bapu Taras, Mr. Maruti Shripati Chavan, Mr. Malhari Vithu Taras and Mr. Bhagwan Sahadu Taras and Survey No. 40/1 to 4 was sub divided, and accordingly land bearing Survey No. 40/1 to 4/4A admeasuring 01 H 66.02 R having Akar 04 Rs. 69 Paise came to the share of Mr. Ramabhau Bapu Taras. And his name was mutated on 7/12 extract of Survey No. 40/1 to 4/4A vide Mutation Entry No. 1494;

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AND WHEREAS it appears from Mutation Entry bearing no 2185 that Mr. Ramabhau Bapu Taras paid the price as decided by Agricultural Land Tribunal of land bearing Survey No. 40/1 to 4/4A under section 32 G of Bombay Tenancy and Agricultural Lands Act, 1948 and further 32 M certificate was issued to Mr. Ramabhau Bapu Taras. And in furtherance of the same the names of Mr. Ganesh Gangadhar Lele and Mr. Vishnu Shankar Lele were deleted from other rights column of Survey no 40/1 to 4/4A and name of Mr. Ramabhau Bapu Taras was mutated on the 7/12 extract of Survey No. 40/1 to 4/4A as owner on new tenure with the restriction under section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948;

AND WHEREAS the said Mr. Rambhau Bapu Taras died 01.08.1973 leaving behind him Mr. Chindhu Rambhau Taras (son), Mr. Nivrutti Rambhau Taras (son), Mr. Yashwant Rambhau Taras (son), & Mrs. Baidabai Ramchandra Padale (daughter) and Smt. Mainabai Rambhau Taras (widow) as legal heirs. In furtherance of the same their names were mutated on 7/12 extract of the Survey No 40/1 to 4/4A vide Mutation Entry No. 1944;

AND WHEREAS the said Smt. Mainabai Rambhau Taras died 10.01.1983 leaving behind her Mr. Chindhu Rambhau Taras (son), Mr. Nivrutti Rambhau Taras (son), Mr. Yashwant Rambhau Taras (son), Mrs. Baidabai Ramchandra Padale (daughter) as legal heirs. In furtherance of the same her name was bracketed from the 7/12 extract of the said Survey No 40/1 to 4/4A vide Mutation Entry No. 2898;

AND WHEREAS said Baidabai alias Parvatibai Ramchandra Padale released her share in the said Survey no 40/1 to 4/4A along with other properties in favour of Mr. Chindhu Rambhau and Mr. Nivrutti Rambhau Taras vide 2 separate Release Deeds, one Release Deed dated 27.02.2002, which is duly registered in the office of Sub Registrar Haveli No. 14, at Serial No. 1065/2002 and another Release Deed dated 06.04.2009, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 2156/2009 respectively. In furtherance of the same her name was bracketed from 7/12 extract of Survey No 40/1 to 4/4A vide Mutation Entry Nos. 10122 & 10877 respectively;

AND WHEREAS thereafter oral Partition was took place between Mr. Chindhu Rambhau Taras, Mr. Nivrutti Rambhau Taras and Mr. Yashwant Rambhau Taras and said Partition was acted upon and land admeasuring to 5540 Sq.mtrs each was came into ownership and possession of Mr. Chindhu Rambhau Taras, Mr. Nivrutti Rambhau Taras and Mr. Yashwant Rambhau Taras respectively.

AND WHEREAS the said Taibai alias Jaibai Vithoba Garade, Mrs. Rakhmabai Madhukar Murhe, Mrs. Rahibai Sakhamang Dangat and Baby alias Sunita Balasaheb Gaware (daughters of Mr. Chindhu Rambhau Taras) released their rights, title and interest in the Survey No. 40/1 to 4/4A along with other properties in favour of Mr. Chindhu Rambhau Taras, Mr. Baban Chindhu Taras, Mr. Ganpat Chindhu Taras and Mr. Hanumant Chindhu Taras, Mrs. Sarubai Chindhu Taras vide Release Deed dated 16.06.2008, which is duly registered in the office of Sub Registrar Haveli No. 17, at Serial No. 6618/2008;

AND WHEREAS the said Mr. Chindhu Rambhau Taras made an application to the Hon'ble Collector under Section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 for permission to sell his share of land admeasuring about 5540 sq. Mtr. out of aforesaid Survey no 40/1 to 4/4A in favour of Surya Properties. That the Sub Divisional Officer, Haveli, Pune granted permission under Section 43, vide its Order dated 15.02.2011, bearing No. 43/SR/114/2010, Pune-1 for selling the aforesaid land to Surya Properties;

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AND WHEREAS said Mr. Chindhu Rambhau Taras & Others sold the land admeasuring to 5540 Sq.mtrs to and in favour of Surya Properties vide Sale Deed dated 22.03.2011 which is registered in the office of sub registrar Haveli no 05 at SR. no 2803/2011 and accordingly name of Surya Properties was mutated on the 7/12 extract of Survey no 40/1 to 4/4A vide Mutation Entry no 11378.

AND WHEREAS Mr. Nivrutti Rambhau Taras and others have executed Agreement to Sale for the land admeasuring to 5540 Sq. Mtrs out of his share to Surya Properties on the terms and conditions stipulated therein. The Said Agreement To sale is registered on 15.11.2013 in the office of sub registrar Haveli no 5 at sr. no 10092/2013 and Power of Attorney along with the same is also executed by Mr. Nivrutti Rambhau Taras & Others in favour of Surya Properties at Sr. No 10093/2013 respectively.

AND WHEREAS the said Mr. Nivrutti Rambhau Taras made an application under Section 43 of the Bombay Tenancy and Agricultural Lands Act, 1948 for permission to sell his share of land admeasuring about 5540 Sq.mtrs on 30.08.2014 before Appar Tahasildar Pimpri Chinchwad Municipal Corporation vide order no No/Ku/Ka/ 43/ SR /7/2014 out of aforesaid Survey no 40/1 to 4/4A in favour of Surya Properties and received the permission for sale of the land. Thereafter remark of Restriction under Section 43 of Bombay Tenancy and Agricultural Lands Act, 1948 was deleted from 7/12 extract vide Mutation Entry No. 12463 and accordingly survey no 40/1 to 4/ 4A was converted from Occupancy Class I heir from Class II heirs;

AND WHEREAS thereafter Mr. Nivrutti Rambhau Taras and others executed a Supplementary Agreement to the Development Agreement dated 15.11.2013 in favour of Surya Properties. The said Supplementary Agreement is registered on 05.11.2014 in the office of sub registrar Haveli no 5 at Sr. no 8539/2014. A Possession Receipt is also executed by Mr. Nivrutti Rambhau Taras in favour of Surya Properties and handed over the possession of the land admeasuring to 5540 Sq. Mtrs out of his share to and in favour of Surya Properties. The said Possession Receipt is registered in the office of sub registrar Haveli no 5 at SR. no 8541/2014.

AND WHEREAS Surya Properties and Mr. Nivruti Rambhau Taras and others have sold land admeasuring to 4050 Sq. Mtrs. which is reserved for Primary School as per sanctioned Development Plan of Pimpri Chinchwad Municipal Corporation to and in favour of Chinchwad Malayalee Samajam for the purpose of construction of School vide Sale Deed dated 23.12.2014, which is duly registered in the office of Sub Registrar Haveli No. 24, at Serial No. 10394/2014 read with Correction Deed dated 04.03.2015, which is duly registered in the office of Sub Registrar Haveli No. 24, at Serial No. 1921/2015. In furtherance of the same name of Chinchwad Malayalee Samajam is mutated on the 7/12 extract vide Mutation Entry No. 12606;

AND WHEREAS the said Surya Properties sold the land admeasuring about 1000 Sq. Mtrs to M/s. Balaji Landmarks Pvt. Ltd vide Sale Deed dated 29.01.2016, which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 855/2016 on 29.01.2016 and Power of Attorney which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 856/2016. In furtherance of the same name of M/s. Balaji Landmarks Pvt. Ltd was mutated on the 7/12 extract vide Mutation Entry No. 12822;

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AND WHEREAS in aforesaid manner Surya Properties herein partly acquired development rights and partly is owner of the land admeasuring to 6030 Sq.mtrs out of the Survey no 41/1 to 4/4A situated at Village:- Kiwale, Tal:- Haveli, Dist:- Pune.

AND WHEREAS thereafter Surya Properties had surrendered the land admeasuring to 1353.96 Sq. Mtr. which is reserved for 18.00 meter road widening to Pimpri Chinchwad Municipal Corporation, vide Possession Receipt dated 05.01.2016, which is duly registered in the office of the Sub Registrar Haveli No. 24 at Serial No. 146/2016. Accordingly the name of Pimpri Chinchwad Municipal Corporation was mutated on the 7/12 Extract of Survey no 40/1 to 4/4A vide Mutation Entry No. 12796; and the said surrendered area will be utilized in form of FSI.

AND WHEREAS Surya Properties had also surrendered the land admeasuring to 693.64 sq. mtr which is reserved for 12.00 meter road to Pimpri Chinchwad Municipal Corporation, vide Possession Receipt dated 16.01.2017, which is duly registered in the office of the Sub Registrar Haveli No. 5 at Serial No. 364/2017. Accordingly the name of Pimpri Chinchwad Municipal Corporation was mutated on the 7/12 Extract of Survey no 40/1 to 4/4A vide Mutation Entry No. 13095 ; and the said surrendered area will be utilized in form of FSI;

AND WHEREAS therefore the Promoter is conveying the land which is more particularly described in the '**Schedule I**' written hereunder (hereinbefore and hereinafter called and referred to as the '**said land**' for the sake and brevity and convenience);

AND WHEREAS the Vendor No. 1 herein has approved the plans, specifications, elevations, sections and details from Pimpri Chinchwad Municipal Corporation Commencement Certificate dated 14.09.2016 bearing no BP/Kiwale/48/2016; vide revised Commencement Certificate dated 29.03.2017 bearing no BP/Layout/Kiwale/16 /2017 and subsequently further revised and sanctioned Potential Layout of on 28.04.2017 bearing No. BP/Kiwale/FP/1/2017.

AND WHEREAS the Additional Tahasildar, Pimpri Chinchwad, Haveli, Pune granted permission for the Non Agricultural use of the part of the said land, vide its NOC dated 21.10.2016 in case No. JAMIN/NA/SR/37/2016 and issued Sanad dated 17.11.2016 in case No. JAMIN/NA/SR/37/2016;

AND WHEREAS after the completion of the construction work of the said building the Pimpri Chinchwad Municipal Corporation had issued completion certificate No. _____;

AND WHEREAS thereafter the Vendors have handed over the possession of the Apartments to the respective Apartment Purchaser in the said building as per agreements entered into between the parties and such Apartment holders have accepted possession thereof in terms of their respective agreements;

AND WHEREAS a Co-operative Housing Society of the Apartment Purchaser came to be formed and registered in the office of the Deputy Registrar, Co-operative Societies, Pune, vide Registration Certificate No. _____ Namely the Purchaser herein;

AND WHEREAS the particulars of the list of members of the Purchaser Society, the Apartments occupied by them, area of each Apartment, the date of agreement, the price

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of the Apartment, stamp duty paid and the registration fee paid, etc. have been encapsulated herein below in a tabular form in 'ANNEXURE' written hereunder;

AND WHEREAS in pursuance to various agreements executed by and between the Vendors and the various individual Apartment Purchaser, the Vendors have agreed to convey the title of the land and building, in favour of the Purchaser herein and in furtherance of the said obligation, the Vendors herein are executing the present Conveyance Deed in favour of the Purchaser herein;

AND NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONVEYANCE:

The Vendors herein do hereby grant, convey and transfer unto the Purchaser Society and the Purchaser Society accepts, the said land along with superstructure standing thereon and all the common areas, facilities amenities Open spaces, (Hereinafter collectively referred to as the "**Said Property**") for the consideration paid by the members of the Purchaser society to the Vendors herein vide registered Agreement to Sell which are particularly mentioned in the annexure written here under.

2. CONSIDERATION:

The members of the Purchaser society have paid the aforesaid total agreed consideration to the Vendors herein in furtherance of the agreements entered between the Vendors and the members of the Purchaser society herein. The Vendors herein have received the abovementioned total agreed consideration and doth hereby acquit, release and discharge the Purchaser there from.

3. POSSESSION:

The Vendors herein have delivered vacant, peaceful and physical possession of the said property to Purchaser Society herein and the Purchaser confirms the receipt of the vacant, peaceful and physical possession of the said property. No separate possession receipt has been made thereof.

4. HERITABLE & TRANSFERABLE PROPERTY:

The Purchaser is hereby entitled to have and to hold the said property and all singular other parts thereof, hereby granted and sold or intended so to, be with it and every of its rights, benefits and appurtenances unto and to the use of the Purchaser forever and to be held as heritable and transferable immovable property, within the meaning of any law for the time being in force. The Purchaser shall and may, at all times hereafter peaceably and quietly, enter upon and occupy, possess and enjoy the said property and receive the rents, issues and profits thereof to and for its own use and benefit without any suit, eviction, interruption, claim and/or demand whatsoever from and by the Vendors, their respective successor in title or any person/s lawfully or equitably claiming or to claim by, from, under or in trust for it or any of them.

5. RIGHT & AUTHORITY:

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The Vendors herein further assure, agree, declare, confirm and covenant unto the Purchaser that notwithstanding any act, deed, matter or thing whatsoever, done by the Vendors herein or any person or persons lawfully or equitably claiming or to claim by, from, through, under or in trust for it, made, done or knowingly suffered to the contrary, they, the Vendors now have in themselves good right, full power and absolute authority to the said property and that they have every right and authority to convey the same to the Purchaser.

6. MARKETABLE TITLE:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that the said property is free from all encumbrances of whatsoever nature and that there is no encumbrance by way of sale, gift, lease, tenancy, license, exchange, partition, mortgage, charge, lien, inheritance, trust, maintenance, possession, easement, agreement or otherwise, howsoever. The Vendors herein doth herein further declare and undertake that if at all, any encumbrance is found on the said property in future, the same shall be removed and rectified by them.

7. RATES & TAXES:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that they have paid all the rates, taxes, cesses and levies of the said property, to the Government, Semi-Government and Local Authorities, prior to the receipt of completion certificate and that there were no arrears pertaining to the same. It is agreed by and between the parties that after the receipt of the completion certificate the Purchaser herein shall pay all rates, taxes, cesses and levies of the said property, to the Government, Semi-Government and Local Authorities, from time to time.

8. ACQUISITION:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that they have not received any notice of acquisition, requisition or reservation from any Government, Semi-Government and Local Authorities and that the said property is not a subject matter of any acquisition, requisition or reservation proceedings.

9. ORIGINAL DOCUMENTS:

The Vendors have handed over all the original deeds, documents, writings, vouchers, and other evidence of title relating to the said property or any part thereof to the Purchaser herein. The Purchaser acknowledges the receipt of all the original title documents of the said property.

10. UNDERTAKING BY THE PURCHASER:

The Purchaser Society herein do hereby undertakes, assures, agrees, confirms and affirms unto the Vendors that the parking and other open spaces, terrace or any other amenity allotted by the Vendors to its individual members, vide various agreements shall continue to remain the same and each Apartment holder shall have exclusive right to enjoy the parking and other open spaces, terrace or any other amenity as allotted to him/her/them by the Vendors. The Purchaser Society shall after execution of these presents shall pass a resolution confirming the allotment of the parking and

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other open spaces, terrace and any other amenity as has been allotted by the Vendors to each of its member vide various agreements. The Purchaser Society undertakes and assures that it shall not raise any objection pertaining to the allotment of parking, open areas, terrace or other amenity by the Vendors to individual Apartment holders and the allotment shall continue to remain the same forever, for which the Purchaser has given his irrevocable consent and confirmation.

11. RIGHT OF THE VENDOR:

It is agreed in the Agreement by the Purchaser that the Promoter shall have a right to deal or dispose of with the unsold Apartments/Parkings as per his own right and choice. This right of Promoter is in force prior to the formation of society, after formation of the society and execution of Deed of Conveyance in favour of the society.

The Promoter has right to dispose off said unsold Apartments/Parkings even after the execution of this Deed of Conveyance and to receive the consideration from the said Sale Proceeds. The Purchaser society has confirmed the said right of the Promoter to dispose off the said unsold Apartments/Parkings to third person and will not raise any objection for the same and will not claim any right/title and interest or sale proceeds from said unsold Apartments/Parkings.

After receiving entire amount of consideration of such unsold Apartments/Parkings the promoter will inform the society in writing about the said transaction and particular details of allottee/es and will ask the society to admit such prospective purchasers as the member of the society. On receipt of said letter from the Promoter and on receipt of necessary application from the prospective Purchaser. The society shall admit such Allottee as the member of the society. Thereafter such allottee shall be entitled to exercise the right of the member of the society and the by-laws and the resolutions passed by the society from time to time will be binding on such prospective Purchaser.

The allottee shall have right to use all common areas and facilities mentioned in the agreement and in the present Deed of Conveyance along with other allottees. The society shall not restrict or disturb the rights given by the Promoter to any allottee as mentioned in the Agreement. (Unsold Apartments and unallotted Parkings are shown in the Plan annexed to said Deed forming the part of this Deed)

12. MUTATION OF NAME OF THE PURCHASER SOCIETY:

The Vendors herein doth hereby assure, agree, declare, confirm and covenant unto the Purchaser that they shall co-operate with the Purchaser for mutating the name of the Purchaser on the Property card, Seven Twelve Extract and other revenue records of said Property, for which the Vendors have given their consent.

13. STAMP DUTY, REGISTRATION FEES:

The expenses pertaining to stamp duty, registration fees, advocates fees, typing charges, etc. in respect of the present Deed of Conveyance has been exclusively borne and paid by the Purchaser herein.

14. THE FOLLOWING DOCUMENTS ARE ANNEXED HERewith THESE PRESENTS & THE SAME ARE PART & PARCEL OF THESE PRESENTS –

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- i. The Copy of Index II of the Articles of Agreement & Power of Attorney dated 15.11.2013 and Index of Sale Deed dated 22.03.2011 is annexed herewith as ANNEXURE – A.
- ii. Copy of latest 7/12 extract of the said land is annexed herewith as ANNEXURE – B.
- iii. N. A. permission in respect of the said land vide order of the Collectorate, Pune bearing NOC dated 21.10.2016 in case No. JAMIN/NA/SR/37/2016 and issued Sanad dated 17.11.2016 in case No. JAMIN/NA/SR/37/2016 annexed herewith as ANNEXURE – C.
- iv. Copy of Completion Certificate bearing no. no. / dated is annexed herewith as ANNEXURE –D
- v. Copy of the registration certificate of Purchaser Society alongwith its resolution bearing no. dated Passed in Annual General Meeting, are annexed and marked as ANNEXURE - E.
- vi. The Details of Agreements to Sell executed in respect of sale of the residential Apartments contained in the Purchaser Society alongwith its area, consideration paid by Apartment Purchasers to PromoterDetails of Stamp Duty & registration Fees on respective Agreements are set out in the List ANNEXURE-F.
- vii. Copies all Registration Receipts/Index-II in respect of the flats containedthe Purchaser Society are annexed as ANNEXURE- G
- viii. Unsold Apartments and unallotted Parkings marked Plan is annexed as ANNEXURE- H

SCHEDULE I

DESCRIPTION OF THE SAID PROPERTY REFERRED TO ABOVE

All that piece and parcel of land admeasuring about 3982.4 sq. mtr., out of Survey No. 40/1 to 4/4A, totally admeasuring about 16620 sq. mtr., at village Kiwale, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, District Pune and which land is bounded as follows:

On or towards East : By Nala

On or towards South : By Survey No. 39

On or towards West : By Survey No. 40

On or towards North : By Survey No. 40

IN WITNESS WHEREOF the Vendors hereto have set their respective hands and seals and the Purchaser has affixed its common Seal to the original on the day and the year first hereinabove mentioned.

SIGNED SEALED AND DELIVERED BY THE

WITHINAMED THE VENDOR/PROMOTER No. 1 Forself and

As Constituted Attorney of VENDORS No. 2 to 17

SURYA PROPERTIES

Through its Partner

MR. SANTOSH VITHALDAS KARNAWAT

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**SIGNED SEALED AND DELIVERED
BY THE WITHINAMED PURCHASER SOCIETY**

1. LOTUS LAXMI 2 CO-OPERATIVE HOUSING SOCIETY LTD.
Through it's

1. Chairman

2. Secretary

In Presence of:

1.

Signature

:
- Name

:
- Address

:
2.

Signature

:
- Name

:
- Address

: