

AGREEMENT TO SALE

This Agreement to sale is made and executed at Pune on this th Day of
in the year 2017.

BETWEEN

Unicorn Homes

(PAN No.AADFU5339F)

Office Address: Office No. C 23, 24, 25, Ashoka Nagar Hsg. Soc.

Kharadi Bypass, Chandan Nagar Pune 411014

Through its Partners

1. Mr. Mandar Mahendra Pawar

Age: 34 Occ. Business

2. Mr. Ashok Rambhau Dhawale

Age: 40 Occ. Business

HEREINAFTER referred to or called as “ **THE PROMOTERS**”(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the present and future owners the said Partnership firm, its present partners, and person/s who may be admitted as partners/s of the said firm, the rights and obligations under this Agreement to whom will be allotted and partner/s heirs, executors, administrators and assigns but does not include the person who ceases to be the partner of the said firm and his heirs, executors, administrators and assignees)

“PARTY OF THE FIRST PART”

AND

Mr.

Age: Years, Occ.

Pan No. BNDPG4006K

R/at:

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

“PARTY OF THE SECOND PART”

AND

1. Mr. Hiran Kashinath Kakde

Age: 43 Yrs, Occ. Business

R/o: Omkar Sadan, Vadgaon Sheri, Pune 14

Pan No. AHFPK1790F

2. Mr. Ramchandra Manaji Yadav

Age. 43 Yrs, Occ. Business

R/o. Lonikand, Tal. Haveli, Dist. Pune

Pan No. ABCPY1991R

3. Mr. Digambar Jagannath Dahitule

Age. 41 Yrs. Occ. Business

R/o. Wagholi, Near Mate Hospital,

Tal. Haveli, Dist. Pune

Pan No. AAOPD8650P

4. Mr. Vijaykumar Baburao Sargar

Age: 39 Yrs. Occu. Business

R/o. 30, Shiv Palace, S. No. 16/1/6.

Vadgaon Bk. Pune 51

Pan No. ATOPS8098R

5. Mr. Surendra Balasaheb Pingale

Age: 37 Yrs. Occ. Business

R/o. Sai Colony, Ganesh Nagar, Chikhali,

Tal. Haveli, Dist. Pune

Pan No. AKCPP4682P

Through their constituted power of attorney holder,

Unicorn Homes

(PAN No.AADFU5339F)

Office Address: Office No. C 23, 24, 25, Ashoka Nagar Hsg. Soc.

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Through its Partners

1. Mr. Mandar Mahendra Pawar

Age: 34 Occ. Business

2. Mr. Ashok Rambhau Dhawale

Age: 40 Occ. Business

HEREINAFTER referred to or called as **“THE CONSENTING PARTY”** (which expression shall unless it be repugnant to the context or meaning there of shall mean and include he/she/ they/ himself/herself/themselves and his/her/their, executors, administrators only)

“PARTY OF THE THIRD PART”

Whereas the property bearing S.No. 86/1A and 84/1 was previously owned by Maruti Gopal Shitole and the S. No. 86/2+3 was owned by Babasaheb Laxman Shinde and S. No. 86/1C was owned by Bhagwanrao Dajiba Shinde. Thereafter the said survey numbers are converted into old Gat No. 503, its New Gat No. 49, totally admeasuring about 09 H. 23 R, assessment of Rs. 09-69 Ps. And the said property was previously owned by Babasaheb Laxman Shinde. The said Babasaheb Laxman Shinde died intestate on 17/06/1970 leaving behind Smt. Rakhamabai Babasaheb Shinde (widow), Prabhavati Vibhakar Shinde (Married Daughter) and Ashalata Babasaheb Shinde (daughter);

Whereas the names of legal heirs of late Babasaheb Laxman Shinde was mutated to the 7/12 extract of the said property by mutation entry no. 62. Thereafter the Rakhamabai Babasaheb Shinde, Prabhavati Vibhakar Shinde and Ashalata Babasaheb Shinde sold an area admeasuring about 07 H. 92 R. out of the said property to Tukaram Vitthal Shinde, Sudam Vitthal Shinde, Bapu Vitthal Shinde and Popat Vitthal Shinde vide a registered sale deed dated 14/05/1980, which is registered in the office of Sub-Registrar Haveli No. 2 at Sr. No. 1844/1980 and the names of Tukaram Vitthal Shinde, Sudam Vitthal Shinde, Bapu Vitthal Shinde and Popat Vitthal Shinde was mutated to the said property vide mutation entry No. 404.

Whereas Rakhamabai Babasaheb Shinde was died intestate on 27/04/2005 leaving behind Prabhavati Vibhakar Shinde and Ashalata Babasaheb

Shinde as legal heirs and the names of legal heirs of late Rakhamabai Babasaheb Shinde was mutated to the remaining land of the said property i.e. an area admeasuring about 01 H. 31 R. vide mutation entry No. 431.

Whereas Prabhavati Vibhakar Shinde and Ashalata Babasaheb Shinde sold said remaining area of the said property i.e. admeasuring about 01 H. 31 R. to Sachin Jalindar Shitole vide a registered sale deed dated 15/11/2006, which is registered in the office of Sub-Registrar Haveli No. 7 at Sr. No. 8062/2006 and the name of Sachin Jalindar Shitole was mutated to the said property vide mutation entry no. 442.

Whereas Sachin Jalindar Shitole sold said area admeasuring about 01 H. 31 R. of the said property to Balasaheb Tukaram Avatade vide a registered sale deed dated 01/11/2008, which is registered in the office of Sub-Registrar Haveli No. 7 at Sr. No. 7381/2008 and the name of Balasaheb Tukaram Avatade was mutated to the said property vide mutation entry no. 779.

Whereas Balasaheb Tukaram Avatade sold said area admeasuring about 01 H. 31 R. of the said property to Mahesh Popat Shinde vide a registered sale deed dated 06/07/2010, which is registered in the office of Sub- Registrar Haveli No. 7 at Sr. No. 5593/2010 and the name of Mahesh Popat Shinde was mutated to the said property vide mutation entry No. 780.

Whereas Mahesh Popat Shinde sold said area admeasuring about 00 H. 60 R. out of area admeasuring 01 H 31 R. of the said property to 1. Mr. Hiranman Kashinath Kakde, 2. Mr. Ramchandra Manaji Yadav, 3. Mr. Digambar Jagannath Dahitule, 4. Mr. Vijaykumar Baburao Sargar, 5. Mr. Surendra Balasaheb Pingale, vide a registered sale deed dated 25/10/2011, which is registered in the office of Sub-Registrar Haveli No. 7 at Sr. No. 9430/2011 and the names of 1. Mr. Hiranman Kashinath Kakde, 2. Mr. Ramchandra Manaji Yadav, 3. Mr. Digambar Jagannath Dahitule, 4. Mr. Vijaykumar Baburao Sargar, 5. Mr. Surendra Balasaheb Pingale was mutated to the said property vide mutation entry No. 794.

Whereas 1. Mr. Hiranman Kashinath Kakde, 2. Mr. Ramchandra Manaji Yadav, 3. Mr. Digambar Jagannath Dahitule, 4. Mr. Vijaykumar Baburao Sargar, 5. Mr. Surendra Balasaheb Pingale sold area about 00 H 15 R. out of Gat No. 49 to Vasudha Moreshwar Gokhale and Moreshwar Raghunath Gokhale vide registered sale deed dated 20/03/2012 which is registered in office Sub-Registrar Haveli No. 7, at Sr. No. 2493/2012 and the name of the purchaser mutated on 7/12 extract vide mutation entry No. 822;

Whereas Vasudha Moreshwar Gokhale and Moreshwar Raghunath Gokhale sold their total area 00 H 15 R out of Gat No. 49 to former owner 1. Mr. Hiranman Kashinath Kakde, 2. Mr. Ramchandra Manaji Yadav, 3. Mr. Digambar Jagannath Dahitule, 4. Mr. Vijaykumar Baburao Sargar, 5. Mr. Surendra Balasaheb Pingale vide registered sale deed dated 18/02/2013 which is registered in the office of Sub-Registrar Haveli No.7 at Sr. No. 1609/2013 and the name of the purchaser mutated on 7/12 extract vide mutation entry No. 897.

Accordingly 1. Mr. Hiranman Kashinath Kakde, 2. Mr. Ramchandra Manaji Yadav, 3. Mr. Digambar Jagannath Dahitule, 4. Mr. Vijaykumar Baburao Sargar, 5.

Mr. Surendra Balasaheb Pingale became the absolute owner of the said property admeasuring area 00 H 60 R out of Gat No. 49 and physical possession over the same.

Whereas 1. Mr. Hiranman Kashinath Kakde, 2. Mr. Ramchandra Manaji Yadav, 3. Mr. Digambar Jagannath Dahitule, 4. Mr. Vijaykumar Baburao Sargar, 5. Mr. Surendra Balasaheb Pingale executed development agreement and power of attorney in favor of M/s. Unicorn Shelters by reg. deed no. 3668/2013 and 3669/2013 respectively dated 23/04/2013 at Sub registrar office Haveli VII.

AND WHEREAS M/s. Unicorn Shelters changed their name of business as M/s. Unicorn Homes, according to that the consenting party executed correction deed in favor of M/s. Unicorn Homes by reg. deed no. 5444/2014 and power of attorney by reg. deed no. 5445/2014 at Sub registrar office Haveli VII. Thus M/s. Unicorn Homes became the sole promoter/ developer of the said property.

AND WHEREAS The promoters herein have obtained from the Collector, Pune and Town planning Department, Pune the sanction of the Building plans of the Buildings which are to be constructed on the said land vide sanctioned Sr. No. NABP/Mouje Shiraswadi/ Tal. Haveli/ gat No. 49part/SSPU/5673 dated 20/09/2014.

AND WHEREAS, the said promoter/developer /developer planned out a scheme of ownership flats, and accordingly the promoter/developer has filed an application to the Collector, Pune for obtaining the N.A. permission and after going through all the related documents Hon'ble Collector, Pune in exercise of the power vested in him under section 44 of Maharashtra Land Revenue Code 1966 pass an order granting N.A. permission for construction of residential building bearing its Order No. NA/SR/IV/197/2014 dated 05/12/2014.

AND WHEREAS, the Vendor/Promoter/developer is in possession of the project land, the Promoter/developer are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

AND WHEREAS, the Promoter/developer has proposed to construct on the project land ownership flats building having ground + 3 upper floors for 1 RK flat/unit and Ground + 4 upper floors for 1 BHK flat/unit.

AND WHEREAS, the Allottee/s is/are offered a Flat bearing number _____ on the _____ floor, (hereinafter referred to as the said

‘Flat/Apartment’) in Building called _____ (hereinafter referred to as the said **‘Building’**) being constructed by the promoter/developer.

AND WHEREAS, the promoter/developer has entered into a standard agreement with an Architect Mr. Vishwanath Jagtap, Sinhgad road, Pune who is registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

AND WHEREAS, the Promoter/developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ No. _____, authenticated copy is attached in **Annexure (F)**.

AND WHEREAS, the promoter/developer has appointed Structural Engineer Mr. Annirudhha Vanarase for the preparation of the structural design and drawings of the buildings and the promoter/developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building/buildings.

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

AND WHEREAS, on demand from the allottee/s, the promoter/developer has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the promoter/developer’s Architects M/S Vishwanath Jagtap and of such other documents as are specified under the Real Estate (Regulation and Development)

Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations made thereunder.

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

AND WHEREAS, the authenticated copy of the building plan as proposed by the promoter/developer and according to which the construction of the building proposed to be provided for on the said project have been annexed hereto and marked as **Annexure C-1**.

AND WHEREAS, the authenticated copy of the floor plan of the said Flat have been annexed hereto and marked as **Annexure C-2**.

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

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

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

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

AND WHEREAS, the Allottee/s has/have applied to the promoter/developer for allotment of a Flat No. _____ on _____ floor situated in the Building being constructed of the project known as **“SAI SANKUL”**.

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

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

AND WHEREAS, prior to the execution of these presents, the Allottee/s has/have paid to the promoter/developer a sum of Rs. _____/- (Rupees _____ Only), being part payment of the sale consideration of the Flat agreed to be sold by the promoter/developer to the Allottee/s as advance payment or Application Fee (the payment and receipt

whereof the Promoter/developer doth hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the promoter/developer the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the promoter/developer has registered the project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai no. _____.

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

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

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

1. The promoter/developer shall construct the said Building consisting of ground + 3 upper floors for 1 room kitchen flat and ground + 4 upper floors for 1 bedroom, hall and kitchen flats on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the promoter/developer shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1(a) (i) The Allottee/s hereby agree/s to purchase from the promoter/developer and the promoter/developer hereby agrees to sell to the Allottee/s Flat No. _____ of the type _____ of carpet area admeasuring _____ sq. mtrs on _____ floor in the Building called as _____ (hereinafter referred to as **"the Flat"**) as shown in the Floor plan thereof hereto annexed and marked **Annexure C-1 and C-2** and more particularly described in **Schedule (III)** hereunder written for the consideration of Rs. _____/- (Rupees _____ Only) 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 **Schedules (II)** respectively.

(ii) The Allottee/s hereby agree/s to purchase from the Promoter/developer and the Promoter/developer hereby agrees to allot the Allottee/s covered parking space bearing no. _____ situated at ground/stilt being constructed in the layout.

1(b) The total aggregate consideration amount for the Flat including covered parking space is thus Rs. _____/-.

1(c) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter/developer the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

i. Amount of Rs. _____/- (Rupees _____ Only) (20% of the total consideration) to be paid to the Promoter/developer after the execution of this Agreement.

ii. Amount of Rs. _____/- (Rupees _____ Only) (15% of the total consideration) to be paid to the Promoter/developer on

completion of the First Slab of the building or wing in which the said Flat located.

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

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

- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter/developer by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the project) up to the date of handing over the possession of the Flat/Apartment.
- 1(e) In addition to the afore said agreed consideration of the said Flat/Apartment, the Allottee/s hereby agree/s to pay Value Added Tax (VAT), Local Body Tax (LBT), Goods and Service Tax (GST), Stamp Duty, Registration Charges, Maintenance Charges for first ____ months from the date of actual possession of the said Flat obtained by the allottee/s and other duties, ceases, charges, levies of whatsoever in nature are levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the Flat etc. and/or any of the incidents of this transaction including Tax on transfer of property in goods involved in works contracts, etc. then the Allottee/s shall be liable to pay the same immediately on the demand of the Promoter/developer , to the Promoter/developer before the possession of the Flat/Apartment/s. The Promoter/developer shall not be liable to pay the same. The Allottee/s shall keep the Promoter/developer indemnified from all such liabilities/taxes/ceases/duties etc. The Allottee/s has/have hereby agreed to execute separate indemnity bond/s for additional liability, before taking possession of the said Flat/Apartment/s.
- 1(e) 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/developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter/developer

shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

1(f) Disclosure regarding enclosed balcony:-

The Promoter/developer has disclosed and made the Allottee/s well aware that, as per sanction building plan the balconies are shown in the Said Flat but for convenient usefulness of the Said Flat the balconies has to be enclosed and get amalgamated into adjacent room as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter/developer and such modified amalgamated floor plan of Flat annexed as "ANNEXURE C-2". The aforesaid changes are made as per the request of the Allottee/s herein and the Allottee/s shall and will not raise any objection, complaint and query as the case may be for such changes and has/have given irrevocable consent with due diligence. If any Variations or modifications which adversely affect the Said Flat as shown in "Annexure C-2", Promoter/developer shall have prior consent of the Allottee/s herein.

1(g) The above mentioned total aggregate consideration is not a Sq. Ft. deal but a package deal and on the terms and conditions hereinafter appearing including price for proportionate of the common areas & facilities appurtenant to the said Flat/Apartment, the subject to the encumbrances of the limited areas & facilities but excluding all expenses of stamp duty and registration fees, Value Added Tax (VAT), Local Body Tax (LBT), Goods & Service Tax (GST) etc., which will have to be paid by the Allottee/s to the Promoter/developer or concerned authority separately. The Promoter/developer & the Allottee/s agreed not to question or challenge the said consideration the same having been settled on lump sum basis considering all aspects and other terms of the agreement.

- 1(h) That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter/developer under this Agreement shall be acknowledged/credited by the Owner/promoter/developer, 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. Provided further that at the time of handing over the possession of the Flat/Apartment, if any such Certificate is not produced, the Allottee/s shall pay equivalent amount as interest free deposit with the Developer, which deposit shall be refunded by the Promoter/developer on the purchaser producing such Certificate within ____ months of the Possession. Provided further that in case the Allottee/s fails to produce such certificate within the stipulated period of the ____ months, the Promoter/developer shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.
- 1(i) The Promoter/developer shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner/promoter/developer. If there is any reduction in the carpet area within the defined limit then Promoter/developer shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter/developer shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

- 1(j) The Allottee/s authorizes the Promoter/developer to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name/s as the Promoter/developer may in its sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter/developer to adjust his/her/their payments in any manner.
- 2.1 The Promoter/developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/Apartment.
- 2.2 Time is essence for the Promoter/developer as well as the Allottee/s. The Promoter/developer shall abide by the time schedule for completing the project and handing over the Flat the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter/developer as provided in clause 1(c) herein above. ("Payment Plan").
3. The Promoter/developer hereby declares that the Floor Space Index available as on date in respect of the project land is 4928.81 square meters only and promoter/ developer has planned to utilize Floor Space Index of 4797.62 by availing of TDR or FSI available on payment of premiums or FSI as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/developer has disclosed the Floor Space Index of 1.10 as proposed

to be utilized by him/her/them on the project land in the said Project and Allottee/s has/have agreed to purchase the said Flat based on the proposed construction and sale of Flat/Apartments to be carried out by the Promoter/developer by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/developer only.

- 4.1 If the Promoter/developer fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee/s, the Owner/promoter/ developer agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession. The Allottee/s agree/s to pay to the Promoter/developer , interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter/developer under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter/developer .
- 4.2 Without prejudice to the right of promoter/developer to charge interest in terms of sub clause 4.1 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter/developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee/s committing three defaults of payment of installments, the Promoter/developer shall at his/her/their own option, may terminate this Agreement.

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

then at the end of such notice period, promoter/developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter/developer shall refund to the Allottee/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Owner/promoter/developer) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allottee/s to the Owner/promoter/developer.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter/developer in the said building and the Flat as are mentioned in **Schedule (IV)** hereunder written.
6. The Promoter/developer shall give possession of the Flat to the Allottee/s on or before _____ day of _____ 20____. If the Promoter/developer fails or neglects to give possession of the Flat to the Allottee/s on account of reasons beyond his/her/their control and of his/her/their agents by the afore said date, then the Promoter/developer shall be liable on demand to refund to the Allottee/s, the amount/s already received by him/her/them in respect of the Flat with interest at the same rate as may be mentioned in the clause 4.1 herein above from the date the Promoter/developer received the sum till the date the amounts and interest thereon is repaid.

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

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession:-** The Promoter/developer , upon obtaining the occupancy certificate from the competent authority and the payment

made by the Allottee/s as per the agreement shall offer in writing the possession of the Flat to the Allottee/s in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter/developer shall give possession of the Flat to the Allottee/s. The Promoter/developer agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner/promoter/developer. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter/developer or association of allottees, as the case may be. The Promoter/developer on its behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving the occupancy certificate of the project.

- 7.2 The Allottee/s shall take possession of the Flat within 15 (fifteen) days of the written notice from the promoter/developer to the Allottee/s intimating that the said Flat/Apartments are ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Flat/Apartment:-** Upon receiving a written intimation from the Promoter/developer as per clause 7.1, the Allottee/s shall take possession of the Flat from the Promoter/developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/developer shall give possession of the Flat/ Apartment to the allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 7.1 such Allottee/s shall continue to be liable to pay maintenance charges as applicable.
- 7.4 (i) If within a period of five years from the date of handing over the Flat the Allottee/s, the Allottee/s bring/s to the notice of the Promoter/developer any structural defect in the Flat or the building in which the Flat is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter/developer at his/her/their own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from

the Promoter/developer , compensation for such defect in the manner as provided under the Act.

- (ii) The Promoter/developer specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, electric pump, lifts, security equipment's if any, electronic equipment's if any, Solar System if any, etc. will be as per the warranty provided by the respective Manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter/developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

- (iii) The Promoter/developer herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings which are under construction on the Said Project Land which Promoter/developer herein are constructing, hence Allottee/s / unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Allottee/s is/are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the Said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Flat because wires will not take additional load and such act will be amount to be breach of condition of this transaction and the Promoter/developer shall not be responsible for any defects arises due to above mentioned reason/s. This condition is the essence of contract and Allottee/s herein undertakes to abide the same.

- (iv) The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter/developer themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.
- (v) Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Flat in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring / Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Owner/promoter/developer, the defect liability shall become void.
- (vi) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, such defect shall have to be certified by a Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the Flat in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement
- 8. The Allottee/s shall use the Flat any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
- 9. The Allottee/s along with other allottee(s) of Flat/Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter/developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter/developer

within seven days of the same being forwarded by the Promoter/developer to the Allottee/s, so as to enable the Promoter/developer to register the common organizations of Allottee. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 9.1 The Promoter/developer shall, within three months of obtaining occupancy/ completion certificate and receiving the entire consideration of the said Flat with all other dues, taxes such as VAT, GST etc. payable under this agreement by the Allottee/s to the Promoter/developer , as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter/developer and/or the owners in the said structure of the Building or wing in which the said Flat situated.
- 9.2 The Promoter/developer shall, within three months of registration of the Federation/apex body of the Societies or Limited Company obtaining occupancy certificate and completion certificate and receiving the entire consideration of the said Flat with all other dues, taxes such as VAT, GST etc. payable under this agreement by all the Allottee/s to the Promoter/developer , as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Promoter/developer and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 9.3 Within 15 days after notice in writing is given by the Promoter/developer to the Allottee/s that the Flat ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges,

insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s shall pay to the Promoter/developer such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined the Allottee/s shall pay to the Promoter/developer provisional monthly contribution of Rs. _____/- per month for 1BHK Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter/developer shall not carry any interest and remain with the Promoter/developer until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the afore said deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter/developer to the Society or the Limited Company, as the case may be.

- 9.4 In the event, the Society or Association or Limited Company or Ultimate Organization is handed over the administration of the property before the sale and disposal of all the Flat/Apartments / tenements in the building/s all the powers, authorities and right of the Flat Allottee/s herein shall be always subject to the Owner/ promoter/developer's over all right to dispose of unsold Flat/Apartments and unsold/un allotted covered parking spaces and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold Flat/Apartments / tenements/units and unsold/un allotted covered car parking/s the Promoter/developer herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold Flat/Apartments nor will be

Promoter/developer or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

10. The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Owner/promoter/developer, the following amounts:-
 - (i) Rs. _____/- for share money, application entrance fee of the society or Limited Company/Federation/Apex body.
 - (ii) Rs. _____/- for formation and registration of the Society or Limited Company/Federation/Apex body.
 - (iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body.
 - (iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
 - (v) Rs. _____/- for deposit towards water, electric and other utility and services connection charges and
 - (vi) Rs. _____/- for deposits of electrical receiving and Sub-Station provided in layout.
11. The Allottee/s shall pay to the Promoter/developer a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/developer in connection with formation of the said Society or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Owner/promoter/developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such

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

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/ DEVELOPER

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

- i. The Promoter/developer has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- ii. The Promoter/developer has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no litigations pending before any Court of law with respect to the project land or project except those disclosed in the title report;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter/developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, project land, building/wing and common areas;

- v. The Promoter/developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - vi. The Promoter/developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - vii. The Promoter/developer confirms that the Promoter/developer is not restricted in any manner whatsoever from selling the said Flat the Allottee/s in the manner contemplated in this Agreement;
 - viii. All the time of execution of the conveyance deed of the structure to the association of allottees the Promoter/developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;
 - ix. The Promoter/developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
 - x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter/developer in respect of the project land and/or the project except those disclosed in the title report.
14. The Allottee/s or himself/herself/themselves with intention to bring all persons into whosoever hands, the Flat may come, hereby covenants with the Promoter/developer as follows:-
- i) To maintain the Flat at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat taken and shall

not do or suffer to be done anything in or to the building in which the Flat situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- ii) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat situated, including entrances of the building in which the Flat situated and in case any damage is caused to the building in which the Flat situated or the Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii) To carry out at his/her/their own cost all internal repairs to the said Flat maintain the Flat in the same condition, state and order in which it was delivered by the Promoter/developer to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Flat situated or the Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv) Not to demolish or cause to be demolished the Flat any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat situated and shall keep the portion, sewers, drains and pipes in the Flat the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat

situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter/developer and/or the Society or the Limited Company.

- v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat situated.
- vii) Pay to the Promoter/developer within fifteen days of demand by the Promoter/developer, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat situated.
- viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- ix) The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee/s to the Promoter/developer under this Agreement are fully paid up.
- x) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned

local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi) Till a conveyance of the structure of the building in which Flat situated is executed in favour of Society/Limited Company, the Allottee/s shall permit the Promoter/developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
 - xii) Till a conveyance of the project land on which the building in which Flat situated is executed in favour of Apex Body or Federation, the Allottee/s shall permit the Promoter/developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
15. The Promoter/developer shall maintain a separate account in respect of sums received by the Promoter/developer from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
 16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Apartments or of the said Plot and Building or any part thereof. The Allottee/s shall has/have no claim save and except in respect of the Flat hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases,

terraces, recreation spaces, will remain the property of the Promoter/developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body/Federation as hereinbefore mentioned.

17. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SUBJECT FLAT

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

18. BINDING EFFECT

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

amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

19. ENTIRE AGREEMENT

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

20. RIGHT TO AMEND

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

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

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

22. SEVERABILITY

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

27. That all notices to be served on the Allottee/s and the Promoter/developer as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Allottee/s or the Promoter/developer by Registered Post A.D. Under Certificate of Posting at their respective address specified below :-

_____	Name of Allottee/s
_____	(Allottee's Address)

Unicorn Homes	Name of the Promoter/developer
Office No. C 23, 24, 25, Ashoka Nagar Hsg. Soc. Kharadi Bypass,Chandannagar Pune 411014	Address of the Promoter/Developer

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

28. JOINT ALLOTTEES

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

29. Stamp Duty and Registration:-

The charges towards stamp duty and registration of this agreement shall be borne by the allottee/s.

30. Dispute Resolution:-

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

31. GOVERNING LAW

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

32. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

SCHEDULE I

DESCRIPTION OF THE LANDED PROPERTY:

All the piece and parcel of land and ground situated and lying and belling at Village- Shiraswadi in Registration Haveli and Tal- Haveli, Dist- Pune and within the Limit of Grampanchayat Shiraswadi bearing Gat No. 49 part Admeasuring area 00 H 60 R

Bounded as follow:

- On or Towards East - Part of Gat No. 49
- On or Towards West - Internal Road In Gat No. 49
- On or Towards South - Part of Gat no 49
- On or Towards North - Shiraswadi Road

SCHEDULE II

DESCRIPTION OF THE SAID FLAT

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

SCHEDULE III

DESCRIPTION OF LIMITED/COMMON/EXCLUSIVE AREAS

- Community Hall/ Club House
- Senior citizen pavilion
- Children’s play area
- Volley Ball Court
- Sai temple
- Paved and landscaped pathways
- Tree plantation
- Rain water harvesting
- Solar water heater system

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

SCHEDULE (IV)

(Specifications and amenities for the Flat)

- 1) Structure**
RCC Frame work structure of the Building.
Earthquake resistant construction
- 2) Masonary:**
External wall 6’’ thick brickwork.
Internal wall 4’’ thick brickwork.
- 3) Plaster:**
Smooth neeru finish
Sand faced cement plaster for external walls.
- 4) Doors:**
Decorative main entrance door with standard make fittings
- 5) Windows:**
Large windows for better air circulation & View
Powder coated aluminium sliding windows
- 6) Flooring:**
2 x 2 ft. vitrified tiles flooring for living & 2 x 2 ft. for the entire flat.
- 7) Bathrooms:**
Anti-skid flooring.
Designer glazed dado tiles up to 7 feet.
Standard sanitary ware.
Provision for geyser.
100% water proof doors.
- 8) Kitchen:**
Granite top kitchen platform
Stainless steel sink
Glazed tiles dado up to windows top.

- 9) **Electrification:**
Adequate concealed electrical points with copper wiring
Meter room
- 10) **Painting:**
Internal oil bond for the entire flat.
External cement paint for the entire building.
- 11) **Plumbing:**
Concealed plumbing.
Standard fittings in bathroom, toilet & kitchen
- 12) **Letterbox:**
Letterbox for each flat.
- 13) **Road internal:**
road/paver blocks
- 14) Drainage and water line network.
- 15) Electric meters and water meters connected to common to lights, water connections pump set etc.
- 16) Light points outside the building and the staircase as well as those in the common parking space.

In witness whereof the parties here to have signed and subscribed their respective hands and seals on the day, month, year and place first hereinabove written.

M/s. Unicorn Homes

Through its Partners

The Promoters	Photo	Sign	Thumb
Mr. Mandar Mahendra Pawar			
Mr. Ashok Rambhau Dhawale			

SIGNED, SEALED AND DELIVERED

By within named party of the First Part

Allottees	Photo	Sign	Thumb
Mr.			

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SIGNED, SEALED AND DELIVERED

By within named party of the Second part

- 1. Mrs. Hiranman Kashinath Kakde
- 2. Mr. Ramchandra Manaji Yadav
- 3. Mr. Digambar Jagannath Dahitule
- 4. Mr. Vijaykumar Baburao Sargar
- 5. Mr. Surendra Balasaheb Pingale

Through its POA **M/s. Unicorn Homes**
Through its Partners

Name of Consenting Party	Photo	Sign	Thumb
Mr. Mandar Mahendra Pawar			
Mr. Ashok Rambhau Dhawale			

SIGNED, SEALED AND DELIVERED

By within named party of the third part

IN THE PRESENCE OF WITENESS

1.

Sign: -

Name: -

Add: -
2.

Sign:-

Name:-

Add:-

ANNEXURE (A)**Title Report**

This is to certify that I have investigated the title to the property which is more particularly described in the Schedule hereunder written and have perused title deeds and certify that in my opinion the title of M/S Unicorn Homes is having good, clear and marketable and free from encumbrances, charges and/or claims and on the strength of Development Agreement bearing No. 3668/2013 dated 23/04/2013 at Subregistrar office Haveli VII, Pune.

SCHEDULE ABOVE REFERRED TO

(description of property)

ANNEXURE (B)

(Authenticated copies of extract Village Forms VI or VII and XII showing nature of the title of the Promoter/developer to the project land)

ANNEXURE (C-1)

(Authenticated copies of the plans of the Building Layout as proposed by the Promoter/developer and according to which the construction of the building is proposed to be provided for on the said project)

ANNEXURE (C-2)

(Authenticated copy of floor plan of the Flat/Apartment)

ANNEXURE (D)

(Authenticated Copies of Commencement Certificate/s issued by the local authority)

ANNEXURE (E)

(Authenticated Copy of NA Order)

ANNEXURE (F)

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

ANNEXURE (G)

(NOC issued by _____ Bank Ltd.) Not Applicable

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

I say received.

The Promoter/developer /s.