

ALLOTMENT LETTER

Date:

To,
Mr./Ms. _____,
Add.:- _____,
_____,
_____.

Ref: Your Application in respect of Flat No _____ on _____ floor of Wing No. _____, Building No. _____ admeasuring carpet area about _____ sq.mtrs., alongwith enclosed balcony admeasuring _____ Square Meter and attached terrace admeasuring _____ Square Meter in Alfa Landmark, situated at Gat No. 5,6,8 and 9, at Village Wagholi, within the limits of Zilla Parishad Pune Panchayat Samiti, Taluka Haveli, District Pune. ("Unit")

Dear Sir/Madam,

We are in receipt of your application form dated _____ with reference with the above mentioned Unit.

You have taken inspection of all the documents of title relating to the Project land and the plans, designs and specification and of such other documents as are specified under the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Real Estate (Regulation and Development) Act 2016 and the rules made there under and after taking out independent necessary search, by appointing own advocate regarding the title and the nature of the Project Land you have filed the said application;

We confirm allotment to you, of the above mentioned Unit as per the terms and conditions mentioned in the Application form.

The token amount of INR _____/- paid along with the Application Form shall be adjusted against the total consideration payable towards the said Unit, post adjustment of applicable Service Tax / GST. The balance consideration is to be paid by you as per the schedule of payments enclosed to your Application form.

You are requested to deposit following amount and to intimate date for execution and registration of Agreement to Sell on or before ____/____/_____. If you fail to deposit the amount on or before said date this allotment shall stands cancelled and the amount of advance paid be you after deducting Rs._____/ - shall be returned without any interest to you.

Stamp Duty -----Rs._____/ -
Registration Fees -----Rs._____/ -
GST -----Rs._____/ -

Total -----Rs._____/ -

The Cheque may be drawn in the name of _____

For any queries you may contact – Mr. _____, Mob. No. _____,
Email Address :- _____

Thanking you,
Yours faithfully,

For M/s APZ Realty,

Authorized Signatory

Received and Accepted.

Purchaser.

AGREEMENT TO SELL

**THIS AGREEMENT TO SELL IS MADE AND EXECUTED ON
THIS DAY of 2017 AT PUNE.**

BETWEEN

M/s. APZ Realty,
PAN No-AACAA4009L

An Association of Persons (AOP)
Having its Office at C-1/2, Srishti Centre,
Ramwadi, Pune 411 014

Hereinafter referred to as the "**PROMOTERS/OWNERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present members, survivor or survivors of them and their respective heirs, executors, administrators, nominees and assigns)

Through its duly authorized signatories

1. Mr. Nitin Prem Bellara,
Age 33 years ,PAN No- AEUPB9948J

OR

2. Mr. Avinash Ramesh Khatanhar,
Age 32 years, PAN No- AJFPK3487M ...party of the **FRIST PART**

AND

Mr.

Age: years, Occ.:.

R/at.:

PAN No.:

Hereinafter referred to as "**THE FLAT PURCHASER/ALLOTTEE**"
(Which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) party of the **SECOND PARTY**

WHEREAS all that piece and parcel of land bearing
Gat No. (Old S. No.) Area Admeasuring
 Hectare - Ares

5 (340B/2)	00 – 19
8 (340B/7)	00 - 21
6 (340B/5)	00 - 02
9 (340B/9)	00 - 06

totally admeasuring 00 Hectare 48 Ares i.e. 4800 sq. mtrs. i.e. 51648 sq.fts.,
situated at Village Wagholi, within the limits of Zilla Parishad Pune Panchayat
Samiti, Taluka Haveli, District Pune is more particularly described in
"SCHEDULE-I" and is hereinafter referred to as Project Land;

AND WHEREAS Project Land belongs to and stands in the name of owners abovenamed;

AND WHEREAS the said Promoters / Owners have acquired the Project Land from its erstwhile owners M/s. Shewani Properties, a partnership firm vide Sale Deed dated 30/01/2012 duly registered at the office of the Sub Registrar Haveli No. 11 at Serial No. 875/2012;

AND WHEREAS simultaneously on execution of the said Sale Deed, the erstwhile Owners handed over vacant and peaceful possession of the Said Entire Land to the Promoter;

AND WHEREAS being owner, the Promoter has the sole and exclusive right to construct and allot/sell the flats, units etc. in the said buildings being constructed on the Project Land and enter into agreement/s with the Purchaser of the flats and to receive the sale price thereof and thus the Promoter is entitled to dispose of the Schedule II Property;

AND WHEREAS the Promoter applied for the Non Agriculture Use of the Project Land and by its Order No. NA/SR/IV/668/2014 dated 03/03/2015 and No. _____ dated _____ the Collector, Pune granted the permission to use the Project Land for Non Agriculture Purpose;

AND WHEREAS the Promoter herein has decided to develop the Project Land, by constructing Residential/ Commercial premises on the Project Land consisting of 02 residential buildings, and each building consisting of parking and upper floors, and to sell the flats, units therein on Ownership basis;

AND WHEREAS the Promoter has prepared a layout and building plan in respect of the Project Land which has been approved and sanctioned by the Town Planning Authority vide Commencement Certificate No. SSPU/2999, dated 17/06/2011 and SSPU/5052 dated 25/07/2011;

AND WHEREAS the Promoter has planned and accordingly started to develop a project named, **“ALFA LANDMARK”** on the Project Land and the Promoter has started the construction work on the Project Land as per sanctioned plans;

AND WHEREAS as stated above the Promoter herein has got approved the plans, specifications, elevations, section and details of the said building/s from the concerned local authority;

AND WHEREAS Promoter herein has appointed _____ as their Architect and _____ as their Structural Consultant and accepted the professional supervision of Architect and the Structural Consultant till the completion of the buildings but the Promoter herein has reserved the right to change such Architect and Structural Consultant before the completion of the building/s if the Promoter so decide;

AND WHEREAS the Promoter has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and _____ of the said building/s and shall obtain the balance approvals from

various authorities from time to time, so as to obtain Building Completion Certificate or Occupation 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 and the flat / unit Purchaser/s while developing and using the Project Land and the said building/s and upon due observance performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no _____; authenticated copy is attached in Annexure 'F';

AND WHEREAS the authenticated copies of Certificate of Title issued by the Advocate of the Promoter, authenticated copies of 7/12 extract/Property Card of the Project Land have been annexed hereto and marked as Annexure 'A' and 'B', respectively;

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

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

AND WHEREAS the authenticated copies of the plans and specifications of the Flat/Unit agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure D

AND WHEREAS the fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Flat/Unit as are set out in Annexure 'E', annexed hereto;

AND WHEREAS The Flat Purchaser/s herein, being desirous of purchasing a flat / unit, applied to the Promoter for allotment of Flat / Unit No. _____ on the _____ Floor, in Wing _____ situated in the building No. _____ being constructed in the Schedule I Property i.e. Project Land and is more particularly described in Schedule – II written hereunder and is delineated and demarcated in the Annexure attached hereto (herein referred to as “the said Flat/Unit”);

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications and of such other documents as are specified under the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and

Transfer) Act, 1963 and the Real Estate (Regulation and Development) Act 2016 and (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS on the request of the Promoter herein, the Purchaser/s herein has/have carried out independent necessary search, by appointing his/her/their own advocate regarding the title and the nature of the Project Land. The Purchaser/s has/have satisfied himself/herself /themselves in respect of the marketable title of the Promoter in respect of the Project Land and thereafter has / have agreed to purchase the flat / unit;

AND WHEREAS The Purchaser/s has/have read and understood all the content of the Indemnity Bonds/ Undertakings etc. given by the Promoter to the Collector/Pune Municipal Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA Order and the Purchaser/s agrees that this Agreement is subject to the said terms and also binding on him/ her/them.

AND WHEREAS Purchaser/s is / are aware of the fact that the Promoter has entered or will enter into similar and /or separate Agreement/s with several other purchaser/s, person/s and parties in respect of flats / units in the said building/project;

AND WHEREAS the Purchaser/s acknowledge and confirm that the Promoter's liability is limited to the Project Land and to what is committed to be constructed and delivered on the Project Land;

AND WHEREAS relying on the Purchaser/s representations and assurances and subject to the terms and conditions mentioned in this agreement, the Promoter herein has agreed to sell and the Purchaser/s herein agreed to purchase the Said Flat/Unit including proportionate right, title and interest in the common areas and facilities with respect to said unit, at or for mutually concluded and agreed lump sum consideration of Rs. _____/- (Rupees _____ only);

AND WHEREAS the carpet area of the said Flat/Unit is _____ square meter subject to fluctuation of area not more than three to four percent and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;

AND WHEREAS the Flat/Unit also consists of enclosed balcony _____ Square Meter (Carpet Area) and attached terrace admeasuring _____ Square Meter (Carpet Area);

AND WHEREAS the parties are aware that due to the skirting and variation in plaster, the carpet area varies and the variation may be approximately 3% and the Purchaser/s consents for the same and is aware that the

consideration been settled on lump sum basis after considering all aspects and other terms of the agreement will not change;

AND WHEREAS the flat purchaser/s is/are given the right of exclusive use of Car / two wheeler Parking No. _____ and allotment is made ex-gratia and without any consideration for beneficial enjoyment of the Flat Purchaser and the purchaser/s further agrees that he/she/they shall/will not challenge any allotment of any parking space made by the Promoter to any other purchaser/s;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs _____/- (Rupees _____/- only), being part payment of the sale consideration of the Flat/Unit agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing;

AND WHEREAS under section 4 of the Maharashtra Ownership Flats Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and under section 13 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred as said Act, the Promoter is required to execute a written statement for sale of the said flat / unit to the flat / unit Purchaser/s being in fact these presents and the parties are required to register the said agreement under Registration Act;

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

1. CONSIDERATION :

1.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Said Flat/Unit, i.e. Flat / Unit No. ____ on the ____ Floor, in Wing ____ situated in the building No. _____, admeasuring _____metres (Carpet Area) alongwith enclosed balcony admeasuring _____ Square Meter and attached terrace admeasuring _____ Square Meter (Carpet Area) as shown in the Floor plan thereof hereto annexed and marked Annexures D including proportionate right, title and interest in the common areas and facilities with respect to said unit for the consideration of Rs _____/- (Rupees _____ only).

1.2. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs (Rupees _____)

.....) in the following manner :-

Sr. No.	Amount Payable	Amount when payable/due	% of total consideration
1	Rs. _____/-	On Execution of the Agreement	not exceeding 30%
2	Rs. _____/-	On completion of the Plinth of the building or wing in which the said Flat/Unit is located	not exceeding 45%
3	Rs. _____/-	On completion of the slabs including podiums and stilts of the building or wing in which the said Flat/Unit is located	not exceeding 70%
4	Rs. _____/-	On completion of the walls, internal plaster, floorings doors and windows of the said Flat/Unit	not exceeding 75%
5	Rs. _____/-	on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Unit	not exceeding 80%
6	Rs. _____/-	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Unit is located	not exceeding 85%
7	Rs. _____/-	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/Unit is located.	not exceeding 95%
8	Rs. _____/-	Against and at the time of handing over of the	Entire balnce

		possession of the Flat/Unit to the Allottee on or after receipt of occupancy certificate or completion certificate whichever is earlier	
Total	Rs. _____/- (Rupees _____ only)		

It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Purchaser/s agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat / unit is also arrived on the assurance of the Purchaser/s to abide by the above payment schedule only and it will not be altered by the Purchaser/s. The Purchaser/s shall make all the payments to the Promoter by demand draft only or by local cheques. If the Purchaser/s makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter. Payment of any installments if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser/s or Housing Finance Companies / Banks etc.

1.3. The total Price/consideration above excludes Taxes including but not limited to tax payable by the Promoter or Purchaser as the case may be by way of Value Added Tax, Service Tax, Goods and Services Tax (GST) and Cess or any other similar taxes which may be levied, in connection with the construction of the said Flat/Unit or consideration thereof. It is specifically agreed by and between the parties that if at any time the Central or State Government or any other Local / Revenue Judicial authority by way of any Statute / rule / notification / order etc. levies any tax /duty / cess / surcharge /betterment tax/ works contract tax / service tax or by whatever name called and put in force or shall be in force prospectively or retrospectively, in respect of the said flat/ unit or consideration thereof or the construction 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 Purchaser/s. The Purchaser/s hereby indemnifies the Promoter from all such levies, cost and consequences and the Promoter shall not be liable and / or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter.

1.4. 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 while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.5. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area more than the defined limit then Promoter shall refund the excess money paid by Allottee 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per squaremeter as agreed in Clause 1.1 of this Agreement.

1.6. 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.

2. INTEREST, LIQUIDATED DAMAGES AND TERMINATION :

2.1 It is hereby agreed that the time for payment as specified above is the essence of this agreement and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed breach of this agreement and the Promoter shall be entitled to take such action as they are entitled to take in case of breach / default of this agreement, including termination of this agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

After a period of 15 days from the date of this notice, if

breach is not remedied or if even part of the dues remains unpaid or partly paid only, the agreement shall stand terminated without any further action or deed and the Purchaser/s has / have irrevocably agreed to the same. Provided further that upon termination of this Agreement, the Promoter shall refund to the purchaser/s the installments of the consideration which the Purchaser might have till then paid to the Promoter, but without any interest and only after deducting ten percent of the total agreed consideration (Excluding Stamp Duty) towards administration and other expenses and as liquidated damages etc. The said refund shall be paid by the Promoter to the purchaser/s after resale of the said flat / unit in the manner of receipt of consideration from new purchaser/s and on such condition the Promoter shall be entitled to resale the said flat / unit and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The purchaser/s agrees to the same. The Purchaser/s shall have no claim except for repayment of the amount payable as mentioned above. The Purchaser/s hereby agrees that in that event all of his / her / their rights in the said flat / unit stand extinguished. No separate cancellation deed, its execution and registration will be required.

- 2.2.** Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due date, the Purchaser/s shall be bound and liable to pay interest at prescribed rate on all amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment. Provided that tender of the principal amounts and interest or tender of the interest and expenses on delay thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement nor shall be construed as condonation by Promoter on such delay. The amount of interest shall be calculated after completion of the said flat / unit and the Purchaser/s has/have agreed to pay the same before possession of the said flat / unit.

3. ALTERATION AND MODIFICATION OF SANCTIONED LAYOUT & BUILDING PLANS :-

The Promoter herein shall construct the said building/s on the Schedule I Property in accordance with the plans, designs and specifications approved by the concerned local authority, which have been seen and agreed by the Purchaser/s. The Purchaser/s hereby agrees and give his/her/their irrevocable consent to the Promoter herein to carry out such, alterations, modifications in the sanctioned layout/ building plans, as the Promoter in his sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority provided that the

Promoter shall have to inform in writing to the Purchaser/s if such alterations and modifications adversely affect the carpet area of the said flat/unit of the purchaser/s.

4. USE OF FSI/TDR/FAR :-

4.1 The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is ___ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Flat/Unit based on the proposed construction and sale of Flat/Units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.2 Without prejudice to the above clause and rights of the Promoter, it is hereby further declared that all sanctioned plan/s has / have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area / FSI / TDR / land potential in respect of the Project Land in any other property by floating FSI and/or in the same property as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s in this property as and when permitted by authority. In this Agreement, the word FSI or Floor Area Ratio as stated here in shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or By-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the Project Land shall be available to the Promoter before or after conveyance to an Association of Apartment Owners / Co-Operative housing society / body of flat / unit holders of the Project Land and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or by way of transferable development rights (TDR) of any other land may be utilized by the Promoter in the Project Land as they may decide.

4.3 The Purchaser/s has / have hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional units, buildings permitted and to allot/sell them to various persons. The Purchaser/s shall have no objection for the

said new allottees to be admitted as members of the Association/Co-Operative housing society / body of flat / unit holders. The Association / Co-Operative Housing Society/Body of the flat / unit holders shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI 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 and even after conveyance of the Project Land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The Project Land and/or building/s shall be conveyed subject to such right, always being with the Promoter or their assigns. It is also understood and agreed by and between the parties hereto that the Promoter or his assignees shall have right to construct flats / units on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI. In case the land or any portion of the Project 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.

- 4.4 The Purchaser/s has/have hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the Project Land and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser/s liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser/s for this purpose.
- 4.5 In the event the land adjoining to the Project Land is owned/developed by the Promoter (or the Promoter's wholly owned subsidiary, group company or associate company), the Promoter reserves the right to develop the same, either by amalgamating the same with the Project Land and/or sub-dividing and/or amalgamating the Project Land and the adjoining land, as the Promoter may deem fit and proper in accordance with the applicable laws, so as to utilize the full potential of the FSI available. In such scenario the common amenities of the Project Land may be required to be shared with such adjoining Land. The purchaser/s hereby give/s his/their irrevocable consent to the same.
- 4.6 The Purchaser/s hereby irrevocably authorizes and empowers the Promoter to represent him / her/ them 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 Purchaser/s. The Promoter shall represent the Purchaser/s to do all the necessary things in all the

departments of the PMRDA/Town Planning, Collector, Government, Semi-Govt., MSECDL etc and the same shall stand ratified and confirmed by the Purchaser/s herein. If for any reason the Promoter requires purchaser's personal representation in the form of signature then the Purchaser/s shall sign the same and shall not withhold the same for any reason whatsoever.

5. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The Promoter has made full and true disclosure of the title of the Schedule I Property as well as the encumbrances, if any, known to the Promoter. The Promoters has also disclosed to the Purchaser/s nature of his right, title and interest and right to construct and sell building/s on the Schedule I Property. The Promoter has also given inspection of all documents to the Purchaser/s. The Purchaser/s has carried out the search and investigated the title by appointing his own Advocate in regards to his title, interest, building plans, NA orders etc. The Purchaser/s having acquainted and satisfied himself/herself/ themselves with all the facts and nature of right of the Promoter and has/have entered into this Agreement. The Purchaser/s herein after shall not be entitled to challenge or question the title of the Owners and the right of the Promoter to enter into this Agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the Schedule I Property and buildings to be constructed without affecting the rights granted in favour of the Purchaser/s in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Purchaser/s has/have hereby given his irrevocable consent thereof.

6. POSSESSION :

- 6.1 That the Promoter shall deliver the possession of the said flat / unit to the Purchaser/s on or before __/__/____, but only on receiving the entire consideration of this Agreement and after obtaining completion / part completion certificate. Despite the receipt of payment of above said entire consideration, if the Promoter fails or neglects to give possession of the Flat/Unit to the Allottee except on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Flat/Unit with interest at the prescribed rate from the date the promoter received the interest till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to extension of time for giving delivery of Flat/Unit on the aforesaid date, if the completion of said Flat/Unit or building in which the Flat/Unit is to be situated is delayed on account of
- a. Non availability of steel, cement, other building material, water or electricity supply.
 - b. War, Civil Commotion or act of god.

- c. Any notice, order, rule, notification of the Government and / or other public or Competent Authority or any Decree / Order of any Court/ tribunal/authority.
- d. Any stay or injunction order from any Court.
- e. Pendency of any litigation.
- f. Delay or default in payment of any installment or dues by the flat / shop / unit / office Purchaser/s. (This is without prejudice to the right of the Promoter under Clause above).
- g. Delay by local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.
- h. Any other circumstances beyond the control of the Promoter or force majeure.
- i. Changes in any rules, regulations by laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j. Delay in grant of any NOC/ permission/ license/connection installment of any service such as elevators, electricity and water connection and meters to the scheme/ flat / unit / road etc. or Completion Certificate from any appropriate authority.

6.2 Failure of Allottee to take Possession of Flat/Unit : The Purchaser/s shall pay all necessary amounts, advances, deposits, service tax (if applicable) and other dues under this agreement and take possession of the said flat / unit within 15 days from intimation by the Promoter after executing necessary indemnities and undertakings. In the event of failure on the part of the Purchaser/s to pay all amounts due and take possession of the said flat / unit, without any reasonable cause, the Promoter shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of 15 days, to terminate the said agreement and sell the said flat / unit to any other person entirely at the risk as to cost and consequences of the Purchaser/s. In case of failure to take possession the Allottee shall continue to be liable to pay maintenance charges as applicable.

6.3 Before delivery of possession of the said flat / unit the flat / unit Purchaser/s shall satisfy himself about the correctness of the area of the said flat / unit and about the quality of construction work and specifications provided. After delivery of the possession of the said flat / unit, the flat / unit Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

7. COVENANT TO SALE : The said flat / unit (Schedule II Property) is agreed to be sold subject to:-

- a. Any scheme or reservation affecting the Schedule I Property or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the Schedule I Property.
- b. Its present use as residential and /or other permissible uses.

- c. Any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the Schedule I Property together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the Schedule I Property.
- d. All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owners/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoter shall not be required to show the creation of or define or apportion any burden hereof.
- e. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Purchaser/s shall have no right or remedy to defer or deny any obligation or by reduction in the consideration hereunder for any reasons whatsoever.
- f. The purchaser/s shall not do or permit to be done any act or thing that may render void or voidable any insurance of the said land / building/s or any part thereof, whereby any increased premium shall become payable or levied in respect of the insurance and if done it shall be the Purchaser/s sole responsibility to correct such act or thing and shall solely be liable to pay such losses, damages etc.
- g. Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building is not designed any act that is detrimental to the building as a Entire.
- h. The Promoter shall have a first charge and/lien on the said flat / unit in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- i. Provided that the Promoter does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser/s in respect of the said flat / unit, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the Schedule I Property or under this agreement or in the said building/s. The Flat Purchaser gives her/their irrevocable consent for the same.
- j. It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in

the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.

- k.** The Promoter shall be entitled to allot by way of lease or license any portion of the said project land or common or restricted common areas to any Government / Semi Government / Local authority / MSECDL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. , tower etc. to its own benefit. The Purchaser/s shall not be entitled to raise any objection or grievance about the same.
- l.** The Promoter has not undertaken any responsibility nor has agreed anything with the Purchaser/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.
- m.** It is hereby made clear by the Promoter that the terrace/balcony space in front of or adjacent to the flats / units in the said building including terrace above the canopy, of any, shall belong exclusively to respective purchaser/s of the flats / units if so allotted by the Promoter and such terrace/balcony spaces are intended for the exclusive use of the respective flat / unit Purchaser/s. The said terrace shall not be enclosed by the flat / unit Purchaser/s. The Promoter or his, her, their assignees shall have the right to construct flat / units etc. on the terraces of the existing building and utilize any additional FSI/TDR obtained in future. It is also made clear to the Purchaser/s that the terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the purchaser/s of the units to whom the same will be allotted by the Promoter as per Promoter's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said unit purchaser/s. After the possession of the flat / unit / premises/ building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Govt. or concerned authority or any statutory authority, the same shall be carried out by the Purchaser/s in cooperation with the Purchaser/s of the other flats / units in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- n.** The Purchaser/s undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser/s herein under any law and rules in force in any time, the same shall be produced by the Purchaser/s herein within the stipulated time. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Purchaser/s in respect of the said flat / unit, the Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said building / entire scheme or under this agreement. The Flat Purchaser gives her/his/their irrevocable consent for the same.

- o. It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces to one or more person/s of their choice. The Purchaser/s further agrees that he/she/they shall not raise any objection to the Promoter exclusive right of allotment of parking space and hereby expressly consents to such exclusive right of the Promoter and consents to any such allotments made or would be made by the Promoter.
- p. The Purchaser/s hereby gives his, her, their consent and has no objection for the use of the remaining units wholly or in parts any other purpose as may be permitted by the Promoter. The Promoter may allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae/s or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

8. DEFECT LIABILITY :

8.1 If within a period of five years from the date of handing over the Flat/Unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/Unit or the building in which the Flat/Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The word defect here means only the manufacturing defects caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of flat / unit by the purchaser/s, vagaries of nature etc. Promoter will not however be liable for the same if the defect is caused to some act or inaction by the Purchaser or any other person other than Promoter

8.2 Provided that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of Completion Certificate of the flat / unit or from the date on which the Promoter has given the necessary intimation for possession, whichever is earlier. Provided further, it is agreed that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said flat / unit or in the fittings therein, in particular it is hereby agreed that the Purchaser/s 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, WC, terrace, etc. If any of such works are carried out or any heavy load are stored in the said flat, unit, terrace, terrace etc., any liability including the defect liability automatically shall become void & the Purchaser/s alone shall be responsible for it. Further the Purchaser/s will / shall be liable for paying damages, if any, to the

Purchasers/Owners/User of flat / unit below or any affected flat / unit. If due to the Purchaser/s or any other Purchaser/s act or negligence, the Purchaser/s flat / unit is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter shall not be liable for the same.

Promoter shall be absolved from or any liability in case any addition and/or alteration to the flat / unit / building by the purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers / apartment association / Co-Operative housing society / body of flat / unit holders, any event of force majeure and any act of God.

9. SPECIFICATIONS :-

The specifications of the flat / unit and the fixtures, fittings and the amenities to be provided by the Promoter to the said flat / unit or to the said building are described in the Annexure E annexed hereto, and the Purchaser/s shall not be entitled to any extras. The Purchaser/s also agrees not to make any demand to change the plans annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchaser/s.

The Promoter is constructing and providing certain common area, amenities, facilities and specifications. The Amenities constructed by the Promoter in this phase shall be used jointly by all the purchasers of the said Project in the manner as may be decided by the Promoter and the Allottee shall not object to the same in any manner whatsoever. The Allottee shall be entitled to use such Amenities, subject to the rules, regulations / guidelines framed by the Promoter and / or the said Organisation (defined hereunder) as the case may be.

10. USE OF SAID FLAT / UNIT :-

The Purchaser/s shall use the said flat / unit and every part thereof and/or permit the same to be used only for the purpose of Residence. He / She / They shall use the allotted parking space only for the purpose of parking the flat / unit Purchaser's own vehicle/s.

11. CONVEYANCE :

11.1 The Allottee along with other allottee(s) of Flat/Units in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return

to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, 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, 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. The Promoter may form one or more separate society / societies of residential project and separate society / societies of commercial project exclusively as per his own wish and thereafter federation of the same.

11.2 After completion of the building and on receipt of the Promoter, the amount of full consideration for all the flats / units etc. or within three months of receipt of Completion/Occupancy Certificate, whichever is later, Promoter shall cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter and the owners in the in the said structure of the building or wing in which the Apartment is situated.

11.3 After completion of all the buildings on Project Land and on receipt of the Promoter, the amount of full consideration for all the flats / units etc. or within one year of receipt of Completion/Occupancy Certificate in respect of last building constructed in Project Land, whichever is later, Promoter shall cause to be transferred to the Federation/apex body of the Societies/jointly to the Societies or Limited Company, as aforesaid, all the right, title and the interest of the Promoter and the owner in the Project Land on which the building with multiple wings or buildings are constructed under various phases.

11.4 From the date of intimation letter given to the Purchaser/s that Possession for Interior is ready or any of the purchaser/s takes the possession for interiors or from the date of Completion Certificate by the local authority, whichever is earlier, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional

monthly contribution of Rs ____ per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance 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 aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

11.5 The amount so paid by the flat/unit Purchaser/s to the Promoter or their nominee/s shall be deposited by the Promoter in a separate bank account and the Promoter shall make the aforesaid payment from the said account. The said account shall remain under the control of the Promoter and/or agency appointed by the Promoter for maintenance and services. Upon such corporate body being formed, the balance amount after meeting all the expenses as aforesaid; shall be paid over by the Promoter to the Corporate Body. The flat / unit Purchaser/s undertakes to pay further provisional monthly outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is hereby explicitly made clear that the said maintenance charges are only provisional and the same may vary from time to time as per the requirement.

11.6 The Promoter shall maintain the said project until the conveyance in favour of Co-operative Society / Societies / Federation or as and when the Promoter confirms that all the work in the said project is completed whichever is earlier. In that event the Promoter calls the flat / unit holders to take the charge of the said maintenance of the said project and it will be their sole responsibility. In case flat / unit holders fails / neglects to take the charge of the maintenance of the said project, in that event the Promoter will stop the maintenance of the said project and will not be responsible for anything / consequences arising out of the said maintenance.

11.7 The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof. Even after formation of Co-operative Housing Society / Societies / Federation, the flat / unit holders shall be bound by the said contract.

11.8 It is specifically agreed between the parties that even if the association of all the unit holders is formed and registered and conveyance completed the Promoter and the Owners shall and will not be liable or required to pay any transfer fee, entrance fee, or any fee or charges under any head and also shall and will not be liable to require to contribute towards the common expenses

or maintenances charges or any amount under any head towards the share in common expenses in respect of the unsold flats. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

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

- (i) Rs for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs..... for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs..... for proportionate share of taxes and other 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 &
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout

13. The Allottee shall pay to the Promoter a sum of Rs_____ for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

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

15. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the Title Report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Unit/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Unit/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
16. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Unit may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Flat/Unit at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Flat/Unit 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/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Unit is situated, including entrances of the building in which the Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated or the Flat/Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Flat/Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the Promoter. The Purchaser/s is/are hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the project land and the building in which the Flat/Unit is situated.
- viii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/Unit is situated.
- ix. To bear local taxes, NA taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat / unit 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 flat / unit by the Purchaser/s.
- x. The Purchaser/s shall not let, sub-let, transfer, assign or part with his / her / their interest or benefit occurring from this Agreement or part with the possession of the flat / unit until all the dues payable by the Purchaser/s to the Promoter under the terms and

conditions stated herein are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has / have intimated in writing to the Promoter and obtained prior written permission from the Promoter and paid necessary administration charges to the Promoter, etc.

- xi. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii. The Purchaser/s shall permit the Promoter and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the Schedule I Property and building/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the Schedule I Property / building / flat / unit even after the Purchaser/s is/are put into possession of the said flat / unit during the statutory defect liability period.
- xiii. It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter/ for the Association of Owners/ Co-Operative housing society/body of the flat / unit holders is entirely the responsibility & liability of the Association/ Co-Operative housing society/body of the flat / unit holders. The Apartment Association/ Co-Operative housing society/body of the flat / unit holders has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association/ Co-Operative housing society/body of the flat / unit holders and/ or the service providers.
- xiv. As the Promoter will be applying to the concerned authorities for giving water connections for buildings and electricity meters and connections for the said flat / unit of the Purchaser/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 Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/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 Purchaser/s, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings/maintenance charges for which the Purchaser/s hereby gives his/ her/their consent. The Promoter is entitled to demand charges for such temporary arrangement after giving possession of the said flat / unit.

- xv. Till a separate electric meter or a water meter is installed / allotted by the MSECDL / P.M.C. and any other authority, the purchaser/s herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat / unit.

17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

18. 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/Units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

20. RIGHT OF CONSTRUCTION LOAN : -

It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at their own cost and risk, from any person or party including any banking / financial institutions and for that purpose to mortgage the Schedule I Property / building/s and /or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the purchaser/s.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, 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.

23. RIGHT TO AMEND

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

24. 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 Allottees of the [Flat/Unit/Plot], in case of a transfer, as the said obligations go along with the [Flat/Unit/Plot] for all intents and purposes.

25. 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.

26. 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.

27. PLACE OF EXECUTION

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

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

Name of Allottee
(Allottee's Address)

Notified Email ID: _____

M/s Promoter name
(Promoter Address)

Notified Email ID: _____

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing

which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

29. JOINT ALLOTTEES

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

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

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 Pune courts will have the jurisdiction for this Agreement

32. REGISTRATION :-

The Purchaser/s shall present this Agreement duly stamped at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

The original of this agreement is given to the Purchaser/s. The Purchaser/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the party hereto in pursuance of this present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser/s the Promoter will attend such office and admit execution thereof the Promoter shall not be responsible if the purchaser/s fails to register the agreement as mentioned above.

33. STAMP DUTY AND REGISTRATION FEES:

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

The purchaser/s herein has / have agreed to purchase the said flat / unit as on investor as laid down in Article 5-g(ii)(a) of the Maharashtra Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Purchaser/s herein to the subsequent Purchaser/s as per provision of the said clause.

34. DECLARATION: -

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

SCHEDULE – I

All that piece and parcel of land bearing

Gat No. (Old S. No.)	Area Admeasuring Hectare - Ares
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5 (340B/2)	00 – 19
8 (340B/7)	00 - 21
6 (340B/5)	00 - 02
9 (340B/9)	00 - 06

totally admeasuring 00 Hectare 48 Ares i.e. 4800 sq. mtrs. i.e. 51648 sq.ft., situated at Village Wagholi, within the limits of Zilla Parishad Pune Panchayat Samiti, Taluka Haveli, District Pune and which is individually bounded as under;

ON OR TOWARDS THE:

Gat No. 5 (Old S. No. 340B/2), Area admeasuring 00 Hectare 19 Ares

NORTH : Gat No. 4 and 11

SOUTH : Gat No. 6 and 8

EAST : Gat No. 9 and 8

WEST : Gat No. 3 and Gayran

Gat No. 8 (Old S. No. 340B/7), Area admeasuring 00 Hectare 21 Ares

NORTH : Gat No. 5 and 6

SOUTH : Gat No. 10

EAST : Gat No. 12 and adjacent Bhawdi Road

WEST : Gat No. 5

Gat No. 6 (Old S. No. 340B/5), Area admeasuring 00 Hectare 02 Ares

NORTH : Gat No. 5

SOUTH : Gat No. 7

EAST : Gat No. 8 and 10

WEST : Part of land out of Gat No. 9

Gat No. 9 (Old S. No. 340B/9), Area admeasuring 00 Hectare 06 Ares

NORTH : Gat No. 3

SOUTH : Gat No. 8

EAST : Part of Gat No. 12 and Bhawdi Road

WEST : Gat No. 5 and 4

SCHEDULE – II

(BEING DESCRIPTION OF THE FLAT/UNIT AGREED TO BE PURCHASED AND WHICH IS THE SUBJECT MATTER OF THIS AGREEMENT)

All that separated piece and parcel of the residential premises, bearing Flat / Unit No. _____ Wing _____ situated in the building No. _____, admeasuring carpet area about _____ sq.mtrs., alongwith enclosed balcony admeasuring _____ Square Meter and attached terrace admeasuring _____ Square Meter, on _____ Floor, along with exclusive right to use Parking No. _____, in the project known as “Alfa Landmark”, constructing / to be constructed on the property, more particularly described in Schedule – I written.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXEUCTED THIS ARTICLES OF AGREEMENT ON THE DAY, MONTH AND THE YEAR MENTIONED HEREINABOVE.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED PROMOTER,

(...THE FIRST PART)

SIGNED SEALED AND DELIVERED BY
THE WITHINNAMED PURCHASER/S,

(...THE SECOND PART)

SIGNED SEALED AND DELIVERED BY
THE WITHINNAMED PURCHASER/S,

(...THE THIRD PART)

IN PRESENCE OF THE WITNSSES:-

1. SIGNATURE : _____
NAME : _____
ADDRESS : _____

2. SIGNATURE : _____
NAME : _____
ADDRESS : _____

ANNEXURE - A

Title Report

ANNEXURE -B

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

ANNEXURE -C-1

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

ANNEXURE - C-2

(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)

ANNEXURE -D

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

ANNEXURE - E

(Specification and amenities for the Flat/Unit),

ANNEXURE -F

(Authenticated copy of the Registration Certificate of the Project

granted by the Real Estate Regulatory Authority)