

ALLOTMENT LETTER

To,

(Name of the Allottee/s)

Sir/Madam,

This is to confirm that we have in pursuance of your Application dated _____ provisionally allotted to you Apartment No. _____ of the type _____ of carpet area admeasuring _____ sq. mtrs., on the _____ floor, in Building No. _____, and _____ number of car parking space of the Project/ Scheme known as Palladium Grand II, situate at S. no. 17/1A/2, Dhanori, Pune 411015, for your exclusive use at or for the consideration of Rs. _____/- (Rupees _____ only) in respect of the Apartment only.

We acknowledge the receipt of the sum of Rs. _____/- (Rupees _____ only) i.e 10% of total consideration, as an interest free performance security deposit there against.

The balance consideration shall be payable as under:

Payment Schedule		
Stages	% Payment	Amount
On execution of Formal Agreement	20%	-
On completion of Plinth of the building /wing in which the said Apartment is located	15%	- -
On completion of slab including podiums and stilts of the building or wing in which the said Apartment is located	25% Aggregate	-
On completion of 3 rd slab	5%	-
On completion of 6 th slab	5%	-
On completion of 9 th slab	5%	-
On completion of 12 th slab	5%	-
OHT & elevation features	5%	-
On completion of the walls, internal plaster, floorings, doors and windows of the said Apartment	5% Aggregate	-
On completion of walls, int. plaster and flooring	2%	
On completion of doors and windows	3%	
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the	5% Aggregate	-

said Apartment	2%	-
On completion of staircases, lift wells, lobbies	3%	-
On completion of Sanitary fittings		
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located	5%	-
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10%	-
Against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
Total	100%	-

The provisional allotment is subject to the terms and conditions stipulated on the Application for the provisional allotment submitted by you and requisite Agreement confirming such allotment as required under the Real Estate (Regulation and Development) Act 2016, shall be entered into in due course and duly executed upon your complying with the terms contained herein and thereunder.

All documents/clearances have been seen and inspected by you and you have satisfied yourself regarding the same.

All conditions as stipulated in any NOC/ Permission/Sanction issued by any Authority pertaining to the said property shall be binding on you.

All other expenses and outgoings such as stamp duty, M.S.E.D.C.L. legal charges, GST and other levies if applicable etc. shall be to your account.

Thanking you,
Yours truly,

I agree to the above conditions.

ALLOTTEE

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made and executed at Pune this _____ day of _____ 2019.

BETWEEN

I. **M/s. Raojee Constructions**, a partnership firm having its office at S. No. 17/1A/2, Dhanori, Pune 411 015 and hereinafter referred to as the "**PROMOTERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present partners, survivor or survivors of them and their heirs, executors and administrators and successors-in-title) through its authorised partner **Mr. Suresh S. Tingre**, Age 60 years

.... PROMOTERS

II. **M/s. Shri Datta Digambar Park Co-op. Hsg. Soc. Ltd.**, a registered society, registered under the Maharashtra Co-op. Hsg. Soc. Act (24) 1960 bearing Registration No. PNA/(PNA-4)/HSG(TO)/773/96 dated 27/06/1996 having its registered Office at S. No. 17/1A/2, Dhanori, Pune 411 015 and hereinafter referred to as the "**OWNERS**" (which expression shall unless repugnant to the context or meaning thereof shall mean and include the present members, managing committee, its executors and administrators) through its duly constituted attorney **Mr. Suresh Tingre**, Age 60 years.

.. OWNERS

.. OF THE ONE PART

AND

1. Mr./Mrs. _____, Age _____ years,

2. Mr./Mrs. _____, Age _____ years,

residing at _____ and hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators)

.. OF THE OTHER PART

WHEREAS all that piece and parcel of land bearing S. No. 17, Hissa No. 1A/2, totally admeasuring 02 Hectare 66.53 Ares i.e. 26,653sq.mtrs. as per revenue record & as per the physical verification of area by demarcation admeasuring 02 Hectare 53.328 Ares i.e. 25,328.62sq.mtrs. situated at Village Dhanori, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune hereinafter referred to as the **“said larger and also the said Entire Project land”** and more particularly described in Schedule I belongs to and stands in the name of the Owners abovenamed.

AND WHEREAS the Owners abovenamed have acquired the said larger land from its erstwhile owners vide Sale Deed dated 30/07/1996 duly registered at the Office of the Sub Registrar Haveli No. 8 at Serial No. 4097/1996 on 08/08/1996.

AND WHEREAS the said Owner society had vide Development Agreement and Power of Attorney both dated 29/08/2006 registered at the Office of the Sub registrar Haveli No. 11 at Serial No. 6862/2006 and 6864/2006 respectively (read with a correction deed subsequently dated 19/12/2006 registered at the Office of the Sub registrar Haveli No. 11 at Serial No. 9950/2006) granted the development rights of the said larger land described in Schedule I hereunder to the Raojee Constructions i.e. the Promoters herein

AND WHEREAS thereafter the said Promoters herein alongwith one M/s. Shreyas Shelters Pvt. Ltd vide Joint Venture Agreement of Immovable Property dated 07/09/2006 registered at the Office of the Sub Registrar Haveli No. 11 at Serial No. 7139/2006 (read with a correction deed subsequently dated 19/12/2006 registered at the Office of the Sub registrar Haveli No. 11 at Serial No. 9951/2006) agreed to jointly develop said larger land in two Phases retaining a small parcel of land admeasuring 3000.63 sq. mtrs. (referred to as the retained land described in schedule II(C) hereunder). The Phase I comprised of a portion admeasuring 10,640.42 sq. mtrs. (described in schedule II(A) hereunder) whereon the buildings A, B, C, D and J alongwith Club House have been constructed & completed AND Phase II a portion admeasuring 11,687.57 sq. mtrs., from and out of the said larger land which Phase I and the then proposed Phase II included open spaces, amenities spaces and area under reservation, road widening to be sanctioned by Pune Municipal Corporation. The said Plot admeasuring 11,687.57 sq. mtrs., at the time of the execution of the Joint Venture Agreement was earmarked for Playground reservation. It was agreed by the said constituents to Joint Venture that the same was to be developed in Second Phase as Project II after the de-reservation of the land from play ground reservation and if for any reason whatsoever the reserved land would not be available for the development within 3 years from the date of execution of the Joint Venture the land would revert back to the Promoters irrevocably and unconditionally.

AND WHEREAS the said Plot earmarked for earlier earmarked as Phase II was not released from the reservation in the stipulated period of 3 years under the joint venture and as agreed by the parties to the Joint Venture vide a Joint Venture Agreement dated 07/09/2006 registered at the Office of the Sub Registrar Haveli 11at Serial No. 7139/2006 and a Declaration pursuant thereto by the M/s. Shreyas Shelters Pvt. Ltd. dated 08/06/2016the portion of landadmeasuring11,687.57 sq. mtrs., has reverted back and vested unto the Promoters herein.

AND WHEREAS since earlier earmarked Phase II land has reverted and vested unto the Promoters, the Promoters are now developing the portion of said land admeasuring 11,687.57 sq. mtrs. earlier together with the land held by them as retained area admeasuring 3000.63 sq. mtrs. collectively admeasuring 14688.2 sq. mtrs in further phases.

AND WHEREAS the Promoters are in possession of the entire project land.

AND WHEREAS by virtue of the Joint Venture Agreement dated 07/09/2006 and the Declaration dated08/06/2016the Promoters alone have the sole and exclusive right to sell the residential / commercial units in the said building to be constructed by the Promoters upon the said entire Project Land and they the Promoters alone are entitled to enter into agreements with the Allottee/s of the Apartment/Duplex Apartments/ commercial units and to receive sale price in respect thereof.

AND WHEREAS the Pune Municipal Corporation (PMC) has sanctioned the building layout and the plans for construction of the buildings for residential/ commercial units on the said project land vide Commencement Certificate No. No. CC/1218/17, dated 29/07/2017.

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated 28/08/2006 bearing No. PRH/NA/SR/152/2006, permitted non-agricultural use of the said Project land for residential/commercial purposes under section 44 of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Collector of Pune, District Pune certified about classification of the land, tenure and rate of assessment for the residential & commercial purpose vide his Order dated 11/11/2016 bearing No. Thasil/PMC/NOC/SR/140/2016under the provisions of Section 42A (1) [as amended] of the Maharashtra Land Revenue Code, 1966 in respect of the said Project Land.

AND WHEREAS the Promoters have presently completed the development of Phase I of the residential buildings-

- i. Building No. A comprising of Parking + Seven (7) Upper floors consisting of 28 number of self contained residential units and the Pune Municipal Corporation has accordingly issued Completion Certificate bearing No. BCO/3 dated 08/12/2008 in respect of 28 number of residential units.
- ii. Building No. B comprising of Parking + Seven (7) Upper floors consisting of 28 number of self contained residential units and the Pune Municipal Corporation has accordingly issued Completion Certificate bearing No. BCO/3 dated 08/12/2008 in respect of 28 number of residential units.
- iii. Building No. C comprising of Parking + Seven (7) Upper floors consisting of 28 number of self contained residential units and the Pune Municipal Corporation has accordingly issued Completion Certificate bearing No. BCO/3 dated 08/12/2008 in respect of 28 number of residential units.
- iv. Building No. D comprising of Parking + Seven (7) Upper floors consisting of 28 number of self contained residential units and the Pune Municipal Corporation has accordingly issued Completion Certificate bearing No. BCO/3 dated 08/12/2008 in respect of 28 number of residential units.
- v. Building No. J comprising of Parking + Seven (7) Upper floors consisting of 28 number of self contained residential units and the Pune Municipal Corporation has accordingly issued Completion Certificate bearing No. BCO/1 dated 04/04/2009 in respect of 26 number of residential units and further issued Completion Certificate bearing No. BCO/39 dated 06/10/2009 in respect of remaining two residential units.

on the said project land in Phase I of the development and also formed a separate Condominium of Apartment Holders known as The Palladium Grand Condominium in the Phase I constructed on the portion of the larger land described in the Schedule II (A) hereunder.

AND WHEREAS the Promoters have proposed to construct on the remaining land described in schedule II (B) and II (C) in multiple phase/s the residential / commercial project **“Palladium Grand II”** and present development of Phase II comprises of building ‘K’ which is the subject matter of these presents and the Phases III, IV, V and VI shall comprise of Building H, G, F and E respectively as per the sanctioned layout shall be developed subsequently in further separate phase/s as independent project/s.

AND WHEREAS accordingly the Promoters now propose to implement the Phase II contemplated hereunder on an area admeasuring 3000.63sq. mtrs. out of the said entire project land and which current Phase II land is hereinafter referred to as the "**said project land**" is more particularly described in Schedule III written hereunder

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Promoters as aforesaid have further proposed to construct Phase No. II of development on the said project land Building No. K for SHOPS, OFFICES, APARTMENTS AND LIG APARTMENTS for (MHADA) consisting of Ground + Mezzanine + Nine (9) Upper floors consisting of 98number of self contained residential units and 52commercial units and consuming /having entitlement an aggregate FSI/FAR of 6550.88sq. mtrs.

AND WHEREAS the Promoters have further proposed to subsequently construct further Phase No. III of development on the project land "Palladium Grand II" comprising of building No. H(having aggregate potential of 3856.27sq. mtrs. of FSI/FAR/TDR/paid FSI/fungible FSI etc.) as may be finally submitted by the Promoters and sanctioned by PMC and thereafter Phase No. IV comprising of building No. G(having aggregate potential of 3856.27sq. mtrs. of FSI/FAR/TDR/paid FSI/fungible FSI etc.) and Phase No. V comprising of Residential building No. F(having aggregate potential of 1770.28sq. mtrs. of FSI/FAR/TDR/paid FSI/fungible FSI etc.)and Phase Vi shall comprise of building No. E (having a possible aggregate potential of 13261.24sq. mtrs. of FSI/FAR/TDR/paid FSI/fungible FSI etc.)as may be finally submitted by the Promoters and sanctioned by PMC and each phase/s will constitute separate independent project with only sharing of common areas and facilities on the said entire land eventually to be transferred to an Apex Body constituted of the Association of Allottees of all phases in the project.

AND WHEREAS it is also confirmed and declared by the Promoters that provisions have been made under the Agreement with the Allottees of the Phase I of the Project that the amenities and facilities made available for the project on the said land (Phase I), such as Club House and facilities in the Club House, Swimming Pool, party lawn, amphitheater, Bore Wells, Water tanks and 9 mtrs wide internal roads etc. shall be made available and utilized without any additional charge for the project/scheme to be developed by the Promoters over the reserved land and/or the retained land as the case may be i.e. the said Project Land and the same will accordingly be availed of by the Allottee/s herein alongwith the other Allottee/s and occupiers of the units in the Phase I. That only the Allottee/s of the Unit (Owner) and immediate family members of the Allottee/s Owner of the commercial units shall be entitled to utilize / use / avail of such facilities and share equally in the cost of maintenance charges of such facilities. It is explicitly clear that the

Employees servants/ Licensees of the commercial units shall not be entitled to use the Swimming Pool and other facilities and the Allottee/s shall still be liable to share the maintenance cost thereof.

AND WHEREAS the Promoters have registered the Project under the provisions of the Act with the Real Estate Regulatory Authority **Maharashtra** No. **P52100007018**; authenticated copy is attached in **Annexure 'F'**.

AND WHEREAS the Promoters have submitted the said portion of the land admeasuring 3000.63 sq. mtrs. developed under Project Palladium Grand - Phase II Building K, named and styled as **The Palladium Grand Condominium - Phase II Building K** to the Maharashtra Apartment Ownership Act, 1970 and executed a Deed of Declaration dated 17/01/2019 in form A and which Deed of Declaration is duly registered at the Office of the Sub Registrar Haveli No. 10 at Serial No. 1041/2019.

AND WHEREAS the Promoters hereby disclose to the Allottee/s herein of the fact that Mr. Harsahd Mathure, Mr. Vinod P. Chaugule, Prashant M. Patil and Brajendra Pratap Singh (unit purchasers of an adjoining independent project developed by the Promoters in a part of the larger layout) have filed a Special Civil Suit No. 182 of 2019 against the Owners, Promoters and Pune Municipal Corporation for permanent injunction, direction, declaration & cancellation under Specific Relief Act and Section 04 & 07 of Maharashtra Ownership of Flats Act 1963. The Promoters have sought the legal opinion of Advocate M. B. Patil (Gadkhambkar) in the said matter who has after due scrutiny of the relevant paper/document rendered an opinion that the same would not be an impediment in the project since the Promoters have complied with their contractual obligations under the Phase I of which the aforesaid persons who have filed the suit are unit holders and therefore there are remote chances for them to receive any relief from the court on the matters they have prayed for. A copy of the said legal opinion has also been supplied to the Allottee/s. In any event the Promoters accept the responsibility thereof.

AND WHEREAS the Allottee/s has/have applied for and pursuant to mutual negotiations and discussions is offered an Apartment/Unit bearing number ____ on the ____ floor, (hereinafter referred to as the said "Apartment/ Unit") in the Building No. "**K**"(hereinafter referred to as the said "Building") being constructed in the Phase II of the said project named and styled and known as "**Palladium Grand II**", by the Promoters;

AND WHEREAS the Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoters have appointed a structural Engineer namely M/s. Delcons for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings or as may be mutually agreed provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

AND WHEREAS by virtue of the definitive documents the Promoters alone have the sole and exclusive right to sell the units in the said building/s to be constructed by the Promoters on the said project land and to enter into Agreement/s with the allottee(s)/s of the units to receive the sale price in respect thereof;

AND WHEREAS on demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs Shirish Dasnurkar & Associates 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 Promoters/ Owners have also requested the Allottee/s to carry out the search and to investigate the title by appointing his/her/their own Advocate. The Allottee/s having acquainted himself/ herself/themselves with all the facts and nature of right of the Promoters/Owners as well as the carpet area of the designated unit has/have thereupon entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the owner and the right of the Promoters/Owners to enter into this Agreement and/or the area of the unit as aforesaid.

AND WHEREAS the Promoters herein hold the rights of development of the said Project Land and the facts and circumstances pertaining to the vesting of such rights of development in the Promoters are set out / disclosed in the Certificate of Title dated 19th day of July, 2017 issued by the Promoter's Advocate, Adv. Chandan M. Parwani, a copy whereof is annexed hereto as **Annexure "A"**;

AND WHEREAS the authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'B'**.

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

AND WHEREAS the authenticated copies of the plans of the building/s as proposed by the Promoters 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 layout plan of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed hereto and marked **Annexure 'D'**.

AND WHEREAS the Promoters/Owners shall implement the construction of the said apartment in accordance with the sanctioned/revised sanctioned building plans and specification, fixtures, fittings and amenities as agreed to and mentioned / enumerated in **Annexure 'E'** written hereunder (the said "SPECIFICATIONS" for short).

AND WHEREAS the authenticated copy of the currently effective Commencement Certificate in respect of the said phase which is the subject matter of this agreement is annexed hereto as **Annexure 'G'**.

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 Promoters while developing the said project land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters have accordingly commenced construction of the said building/s in accordance with the said sanctioned plans.

AND WHEREAS the carpet area of the said Apartment/ Unit is ____ **sq. mtrs.** and the "carpet area" shall mean 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.

Explanation: The carpet area stated herein includes the area covered by the internal partition walls would mean walls which may be constructed of reinforced cement concrete (RCC) or plain concrete, plain bricks, reinforced bricks, clay terracotta, drywall concrete or any material and shall include as those being walls that are the partition within the internal area of the Apartment and also include the areas covered by the internal columns attached to the walls / pillars.

For the purpose of this clause the exclusive balcony/ terrace/ verandah as the case may be which is appurtenant to the net usable area of an Apartment meant for the exclusive use of the Allottee/s.

AND WHEREAS, the Parties hereto relying on their respective 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 condition hereinafter;

AND WHEREAS prior to the execution of these presents the Allottee/s has/have paid to the Promoters a sum of **Rs. _____ (Rupees _____ Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee as advance payment / Earnest Money Deposit / Holding Amount / Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, in terms of the provisions of Section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Owners/Promoters shall construct the Phase II of the project named and styled as "Palladium Grand II" comprising of Building No. K having SHOPS, OFFICES, APARTMENTS AND LIG APARTMENTS for (MHADA) consisting of Ground + Mezzanine + Nine (9) Upper floors consuming /having entitlement an aggregate FSI/FAR of 6550.88sq.mtrs. on the said project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

1(a)

(i) The Allottee/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Apartment / Shop/ Office/Unit No. _____ of the type _____ of carpet area admeasuring _____sq. mtrs., on the _____ floor, in Building No. K, in the Phase II of the project named and styled and known

as “Palladium Grand II” (hereinafter referred to as "the Apartment/Unit") and described in Schedule “A” attached hereto alongwith the usable floor area of the enclosed balcony/ attached balcony admeasuring ____and attached exclusive terrace/ service terraceadmeasuring____as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2/ D for the lump sum consideration of **Rs. _____/- (Rupees _____Only)**inclusive of 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 ScheduleIVannexed herewith.

(ii) The Promoters hereby at the specific request of the Allottee/s in the project, including the Allottee herein, to avoid conflict and dispute, agree to provisionally allocate (without charging any consideration therefor) to the Allotteeopen/covered car parking space bearing No. _____situated at _____floor/ layout being constructed in the layout (which parking space/s is/are subject to final ratification / confirmation by the Condominium constituted).

1(b) The total consideration amount for the apartment onlyis thus **Rs. _____/- (Rupees _____Only)** excluding expenses for stamp duty, registration fees, maintenance charges, taxes /expenses like VAT, Service Tax, GST, LBT, any statutory government levies as may be applicable from time to time, retrospectively or prospectively and other charges whatsoever etc. which may be applicable and/or levied in the future which all shall be paid by Purchaser/s. OR clubbed with 1(g)

1(c) The Allottee/s hereby agree/s to pay to the Promoters the amount of purchase consideration of **Rs. _____ (Rupees _____Only)** in the following manner:-

Payment Schedule		
Stages	% Payment	Amount
On Booking	10%	-
On execution of Agreement	20%	-
On completion of Plinth of the building /wing in which the said Apartment is located	15%	-
On completion of slab including podiums and stilts of the building or wing in which the said Apartment is located	25% Aggregate	
On completion of 3 rd slab	5%	-
On completion of 6 th slab	5%	-
On completion of 9 th slab	5%	-
On completion of 12 th slab	5%	-
OHT & elevation features	5%	-

On completion of the walls, internal plaster, floorings doors and windows of the said Apartment	5% Aggregate	
On completion of walls, int. plaster and flooring	2%	-
On completion of doors and windows	3%	-
On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	5% Aggregate	
On completion of staircases, lift wells, lobbies	2%	-
On completion of Sanitary fittings	3%	-
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located	5%	-
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	10%	-
Against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupation certificate or completion certificate	5%	-
Total	100%	-

IT IS EXPRESSLY AGREED THAT FOR EACH OF THE ABOVE PAYMENTS, TIME IS THE ESSENCE OF THE CONTRACT.

It is made clear and agreed by and between the parties hereto that the Promoters/Owners shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Owners shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoters/Owners are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

The aforesaid installments of payments are modified by mutual consent of the parties hereto in view of the rebate in the consideration offered by the Promoters

and accepted by the Allottee/s there against and therefore henceforth cannot be disputed or disclaimed by either party.

The Allottee/s shall make payment to the Promoters/Owners by Demand Draft or Local Cheques. If the Allottee/s makes the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters/Owners and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

- 1(d) If the agreed sale price of the said Apartment is more than Rs.50,00,000/-, then the Allottee/s herein shall be obliged to deduct "TDS" @1% and make payment of the same to the Income Tax Authorities and the Promoters herein shall be eligible to receive credit for such TDS deduction.
- 1(e) Provided however 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/s or future modifications/enactments while making payment towards the consideration payable to the Promoters under this Agreement shall be acknowledged / credited to the Allottee/s account by the Promoters only upon the Allottee/s duly submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. AND Provided further that at the time of handing over the possession of the Apartment, if any such certificate is/has not been so produced/provided by the Allottee/s, the Allottee/s shall be obligated to tender / pay to the Promoters an equivalent amount as interest free deposit to the Promoters, which deposit shall be refunded by the Promoters on the Allottee/s duly furnishing such certificate within 4 months of the date of possession and in the event the Allottee/s fails to furnish such certificate within the stipulated period of 4 months the Promoters shall be entitled to appropriate the said Deposit against the amount receivable from the Allottee/s and the Allottee/s shall have no claim thereupon thereafter.
- 1(f) It is confirmed by the Allottee/s that the Promoters have taken all requisite permissions, sanctions and approvals from the Competent Development Authorities under the prevailing Laws/ Rules and accordingly they have commenced the construction and development works. It is conveyed by the Promotersto the Allottee/s that the construction work of the said Apartment/ Unit is required to be completed by the Promoters, by using and utilizing the consideration payments and other charges agreed to be paid by the Allottee/s, strictly in terms ofand in accordance with the Payment Schedule under this Agreement. On completion of the specified stage of construction, the Promoters shall raise the payment demand letter to the Allottee/s, as prescribed in this Agreement and which shall be sent/forwarded to Allottee/s via recorded dispatch.

The prescribed period for payment of required amounts shall be 15 days from receipt of such payment demand letter by any medium of recorded dispatch/email. Any period of delay beyond these 15 days shall be considered as delay on part of Allottee/s for paying the due consideration amounts. It is also understood by the Allottee/s that it is his/her/their sole obligation and lawful duty to pay the agreed consideration, strictly as per prescribed schedule, as it is well understood by the Allottee/s that non-payment of agreed consideration on agreed time may delay the construction work schedule. The date of possession mentioned in clause 7 hereunder in this Agreement is completely based upon the timely payment by the Allottee/s, along with all the applicable charges and taxes. It is therefore acknowledged and agreed by the Allottee/s that any delay in payment of any prescribed payment schedule shall automatically postpone the period of possession by period of delay in payment on part of the Allottee/s and the Allottee/s shall be solely liable for the consequences of delay in construction arising there from and in such case the Allottee/s shall be solely responsible for reimbursing such damages thereby suffered by the Promoters.

- 1(g) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) upto the date of handing over the possession of the Apartment.
- 1(h) 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 Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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(i) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters 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 Promoters 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 authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoters to adjust his payments in any manner.

2.

- 2.1 The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Allottee shall thereafter be obligated to adhere to all terms and conditions of user imposed therein.

- 2.2 Time is of essence for the Promoters as well as the Allottee/s. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/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 Promoters as provided in clause 1 (c) herein above. ("Payment Plan").

3.

- 3.1 The Promoters hereby declare that the Floor Space Index available as on date in respect of the said project land is 39736.96sq. mtrs. only and Promoters have planned to utilize Floor Space Index of 2.35 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 residual FAR (FSI) in the plot/ the layout not consumed will be available to the Promoters only. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put-up and/or at any time further construction on the said Project Land on the higher floor is allowed, the Promoters shall also have the

right to put additional storeys and/ or consume the balance Floor Space Index in any manner the Promoters may deem fit either on the said Project Land and /or any other land of the Promoters, subject, however to the necessary permission of the concerned local authorities in that behalf and same is allowed to be dealt with or disposed off in the manner the Promoters choose. The Promoters have accordingly disclosed the Floor Space Index of 2.35 as proposed to be utilized by him on the said Project Land in the said Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

3.2 The Allottee/s/are hereby made aware that certain of the units constructed in the said project are allocable to MHADA for allotment under, Economically Weaker Section (EWS), Low Income Groups (LIG) and Middle Income Groups of MHADA and that the entire FSI / FAR/ COST receivable from MHADA in lieu thereof shall be the entitlement entirely of the Promoters alone for their exclusive use and benefit on the said Project Land or as otherwise permissible.

4. The Promoters have formed and submitted the said portion of the land admeasuring 3000.63 sq. mtrs. developed as Phase II wherefrom the building K is hereby submitted to the Maharashtra Apartment Ownership Act, 1970 by formation of Condominium known as The Palladium Grand Condominium - Phase II Building K" vide a Deed of Declaration dated 17/01/2019 in form A duly registered at the Office of the Sub Registrar Haveli No. 10 at Serial No. 1041/2019.

The Allottee/s hereby confirm/s and declare/s that he/she/they has/have read/been explained, the stipulations contained in the Deed of Declaration above enumerated and has/have also perused/been explained the bye-laws annexed thereto and has/have found the same to be acceptable to him/her/them since the same is in consonance with his/her/their understanding and arrangement with the Builder/Promoter/Developer and the same therefore, shall remain irrevocably valid and binding upon the Allottee/s. This condition also being of the essence.

5.1 The Allottee (without prejudice to the Promoters' other rights and remedies for the Allottee's default) agrees to pay to the Promoters interest at the rate of then prevailing State Bank of India Prime Lending Rate (PLR) plus 2% (two per cent) per annum on all the amounts which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoters.

- 5.2 Without prejudice to right of Promoters to charge the interest in terms of sub clause (5.1) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her/their 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 Promoters shall be entitled at their own option, to terminate this Agreement:
- 5.3 Subject to force majeure circumstances or reasons beyond the control If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession.

Provided that, Promoters 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/or email at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoters may in their absolute discretion think fit.

Provided further that upon termination of this Agreement as aforesaid, the Promoters shall refund to the Allottee (subject to appropriation/ adjustment and recovery of an agreed liquidated damages of an amount equivalent to 10% of the agreed sale / purchase price of the said Unit (which shall stand forfeited) and to refund the balance without interest to the Allottee/s.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

7. The Promoters shall give possession of the Apartment to the Allottee/s on or before 31st day of December 2020. If the Promoters fail or neglect to give possession of the Apartment to the Allottee/s except on account of reasons beyond their control and that of their agents, i.e. force majeure circumstances, by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee/s the amounts already

received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid. Notwithstanding anything contained to the contrary hereinabove the Promoters shall at their option be entitled to complete and deliver the possession of the Apartment to the Allottee/s prior to the aforesaid scheduled date and the Allottee/s shall not be entitled to deny or disclaim the same on any grounds.

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

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iv) Delay in grant of any NOC/permission/license/ connection installation of any services such as lifts, electricity & water connections & meters to the scheme/unit /road NOC or completion certificate from Appropriate Authority the Promoters/Owners having complied with all requirements.
- (v) Delay by local authority in issuing or granting necessary plinth checking completion or Occupation Certificate, the Promoters/Owners having complied with all requirements.
- (vi) Delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoters/Owners to terminate this agreement under clause mentioned herein.

8.

8.1 Procedure for taking possession - The Promoters, upon obtaining the occupancy certificate* from the competent authority shall offer the possession of the Apartment to the Allottee/s in writing within 7 days of receiving such occupancy certificate of the Project and upon the entire payment made by the Allottee/s as per the agreement shall offer in writing the possession of the Apartment to the Allottee/s in terms of this Agreement to be duly taken by the Allottee within 15 days from the date of issue of such notice. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoters or association of allottees being the Condominium, as the case may be.

- 8.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation.
- 8.3 Failure of Allottee to take Possession of Apartment : Upon receiving a written intimation from the Promoters as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoters by tendering the balance unpaid consideration and all the dues in terms of the contract and duly execute necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the allottee/s. In case the Allottee fails to take possession within the time provided in clause 8.1 such Allottee shall without prejudice to the Promoters' other rights and remedies for default on the part of the Allottee, continue to be liable to pay maintenance charges as applicable alongwith interest on the outstanding amounts payable by the Allottee against possession .
- 8.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 71(1) of the Real Estate (Regulation and Development) Act 2016.

Provided however notwithstanding the above it is agreed between the parties that:

- (i) The Allottees' of the units in the building K phase II shall not carry out any alterations of whatsoever nature in the said apartment /building/phase and in specific the structure of the said apartment/ unit/ wing/building/ phase of the said Project/ Scheme which shall include but not be limited to columns, beams etc. or in the fittings therein, particularly if it is hereby agreed that the Allottee/s shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters, the defect liability on the part of the Promoters shall automatically become void and stand extinguished. The word defect herein shall mean only the manufacturing and workmanship defect/s caused on account of

willful neglect on the part of the Promoters, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Apartment/s by the respective Allottee/s/Occupants, vagaries of nature etc.

(ii) That it shall be incumbent upon the Allottee/s to maintain his/ her/ their Apartment/ Unit in a diligent manner and take all due care necessary for the same including but not limited to the regularly filling of the joints in the tiles fitted in his/her/their Apartment/s/ Unit with white cement/ epoxy or appropriate material to prevent water seepage, etc.

Further where the manufacture warranty as shown by the Promoters to the Allottee/s expires before the stipulated defect liability period and such warranties are covered under the maintenance of the said Apartment/Unit/wing/building/phase and should the annual maintenance contracts not be renewed by the Allottee/s and/or the Condominium the Promoters shall not be responsible for any defects occurring due to the same.

(iii) That the Project/Scheme as a whole has been conceived, designed and constructed based on the commitment and warranties given by the Vendors/ Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and proper working condition to continue warranty in both the Apartments and the common project amenities wherever applicable.

(iv) That the Allottee/s has/have been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the unit/wing/building/phase includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to substantial variation in temperature and which do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect.

(v) It is further expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a Nominated Surveyor who shall inspect and assess the same and shall thereupon submit a written report to signify the defects in materials used in the structure of the unit/wing/building /phase built and in the workmanship executed keeping in mind the aforesaid terms agreed upon.

8.5 The Allottee/s shall upon possession pay an Interest Free Deposit of Rs. 5,000/- (Five thousand only) prior to moving into the said unit to ensure against any damages caused to the stairwells, lifts, common areas and façade during the move. After the Allottee/s move into the new unit they shall be refunded the

deposit if no damage has been caused, however the Allottee/s will be liable to bear and pay for any damages breakages caused during their shifting by them/ their employees/ servants/ agents whosoever. The Promoter shall deduct the charges for the damage and refund the balance if any. The Allottee/s shall be liable for the entire damage caused and may be liable to pay additional amount if so required which the Allottee/s agree/s. If no damages are caused the entire deposit shall be refunded forthwith within 7 days by the Promoter. This condition has been added to ensure that the Allottee/s of all the units bear sufficient care to keep the building and the common areas in the pristine condition and repair.

9. The Allottee/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of **Shop/office/flat** for carrying on any industry or business. He shall use the parking space only for purpose of keeping or parking the Allottee's own vehicle.
10. The said unit is agreed to be sold subject to:
 - 10.1. Any scheme or reservation affecting the said Project Land or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the said Project Land.
 - 10.2. Its present permitted user as **Commercial/Residential** and/or other permissible users.
 - 10.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Owners for the more beneficial and optimum use and enjoyment of the said project land (i.e. the said project land together with the building thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Owners to exclusively and absolute use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said project land.
 - 10.4. All rights of water, drainage, water course, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Owners shall not be required to show the creation of or define or apportion any burden.

- 10.5. All the covenants and conditions ensuring for the benefit of the person/s as contained in the Agreement/s made between them and/or the Promoters/Owners, the said Order/s passed under the Ceiling Act, Order of layout and/or sub-division relating to the said Project Land, Order of conversion and all terms and conditions stipulated by the Promoters/Owners in respect of the common areas and facilities and amenities to be provided for the benefits of the said project land or any part/s thereof.
- 10.6. The Promoters have intimated the Allottee/s that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon be duly implemented accordingly. The Allottee/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights. The phase wise development of the said project has been made for the convenience of the Promoters/Owners and Allottee/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All Allottee/s in all phases shall have free access to all phase's i.e. entire project.
- 10.7. The said Apartment/ Unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale)
- a. The access to the individual units/apartments shall be as per the sanctioned plan and/or revised plan from time to time.
 - b. Air- Conditioners shall be fixed in the space provided by the Architect of the Promoters/Owners and location of the air-conditioners shall be restricted to the above-mentioned space only.
 - c. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
 - d. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottee/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoters/Owners and the R.C.C Consultants.
 - e. The said Unit shall solely be utilized for the purpose of permitted legal

use only and no other activity of any kind would be permitted therein and he/she/they shall use the open /sheltered /covered parking space as herein allotted only for purpose of keeping or parking the Allottee's own vehicle viz car/2 wheeler.

- f. The Promoters/Owners shall, in respect of any amount remaining unpaid by the Allottee/s under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Allottee/s.
- g. No sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
- h. The Construction of chimneys, hanging telephone and telex wires, electric connections, fax, teleprinter, computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoters/Owners in writing.
- i. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Owners Architect in writing.
- j. No clothes shall be hung out for drying by the purchaser/s except within the Service Terrace/ Service Balcony.
- k. The terrace, garden, open space shall not be closed or covered by the allottee/s unless the permissions in writing is obtained from the concerned local authority and the Promoters/Owners or the Condominium.
- l. All conditions as stipulated in any NOC/ Permissions/Sanctions issued by any Authority pertaining to the said property shall be binding on you.
- m. The stipulations contained in the Deed of Declaration and bye-laws above enumerated which has/have also perused/been since the same is in consonance with his/her/their understanding and arrangement with the Builder/Promoter/Developer and the same therefore, shall remain irrevocably valid and binding upon the Allottee/s. This condition also being of the essence.

10.8. It is clarified between the Promoters and the Allottee/s that the title to the common areas of Phase II as enumerated in schedule IV hereunder shall vest with the Association of Allottees of Palladium Grand Condominium Phase I and The

Palladium Grand Condominium - Phase II ",it is the necessity and requirement of the Allottees that various parking space be distributed/ allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. With this view, the Promoters, on the request of the Allottee/s (and also at the request of the other Allottees) herein is keeping a register /record of such allocations/designation/selections of parking to be effected by the Allottee/s from the Association of Allottee/s formed. The Promoters have not taken any consideration for such allocation. It is specifically agreed by the Allottee/s that if for any reason it be held that such allocation/ designation of parking/s by the Allottee/s of the Apartment among themselves is not proper then the Allottee/s (including Allottee/s herein) shall be entitled to use entire parking area in common with others and the Allottee/s herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said Apartment alone.

11. Upon the possession of the said unit the Allottee/s along with other allottee(s) of Apartments in the said building K shall become the members of the Palladium Grand Condominium - Phase II Building K", . No objection shall be taken by the Allottee if any changes or modifications are made in the Deed of declaration, draft bye-laws, either for contractual, administrative, logistic or factual correction or as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

13. The Promoters shall execute a Deed of Apartment to convey the said unit along with the applicable undivided percentage share in land as allocated/ applicable to the said Apartment in the Declaration of the said condominium more particularly described in the schedule III hereunder with absolute, clear and marketable title thereto upon the receipt of full consideration and other outgoing as herein applicable (subject to his right to dispose of the remaining unsold Apartments, if any and to receive entire consideration in respect thereof) /

14. Within 15 days after notice in writing is given by the Promoters to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said 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 said Project Land and building/s. Until the registration of the individual of apartment deed in favour of the Allottee/s and handing over of the charge of day-to-day maintenance to the elected body of the Condominium, the Allottee shall pay to the Promoters such proportionate share of outgoings as under :

- 14.1. Maintenance amount at **Rs.**_____per month or as maybe decided by the promoter to the Promoters/Owners / “Property Maintenance Services”, an agency which is a professional maintenance company appointed by the Promoters/Owners for the benefit of the project. All applicable taxes payable on such services will be to the account of the Allottee/s.
- 14.2 Maintenance amount for 30 months calculated @ **Rs.**_____per month in advance with the Promoters, towards “maintenance charges”, exclusive of taxes as applicable, prior to possession of the said unit by the Allottee. The said advance shall be utilized only for the common maintenance of the buildings i.e. common security, common electricity, maintenance of common lift and pumps common, cleaning, housekeeping, charges for water tanker, etc months.
- 14.3 The above arrangement/s will be applicable till the date of handing over the charge of the said building/s to the elected members of the Association of Allottees OR 12 months from the date of possession /occupation whichever is earlier, and therefore any excess or deficit amount for the actual period as the case may be shall be payable or receivable by the Allottee/s on pro-rata basis and Allottee/s herein agree/s to and confirm/s to adhere to the same.
- 14.4 The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until the Association of allottees forms the Board after the completion and sale of all apartments in the project and the balance of the amounts, if any, as case may be (after deduction of expenses) shall thereupon be handed over to the Board of the Association It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoters to terminate this agreement in accordance with the terms and conditions contained herein.
15. The Promoters reserve their right:
- a. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
 - b. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
 - c. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.

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

- (i) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of the Condominium/ Apex body.
- (ii) Rs. NIL/- exclusively for applicable taxes and other charges/levies

17. The Promoter / Owner also represent and assure that no additional charges such as Legal or MSEDCL, transformer and meter charges, have been charged or levied on the Allottee/s.

18. At the time of registration of Apartment Deed of the unit the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable towards the formation of the said Condominium, as also the registration and stamp duty applicable or instrument of transfer in respect of the said Apartment .

19. Since the price of said Apartment/Unit has been agreed upon as price of bare Apartment/Unit and does not include any of the taxes, duties payable on the transaction the Allottee hereby agrees to pay the taxes such as GST, and cess or any other similar taxes which may be levied in connection with/ to construction / carrying out the project payable either by Promoters or the Allottee/s up to the date of handing over the possession of the Apartment/Unit, the Allottee/s shall bear the cost and charges for execution and registration of Conveyance Deed of Deed of Apartment/Unit. The total price (consideration) mentioned in clause 1(b) above has been arrived after transferring all the credit benefits accrued to the Promoters due to implementation of Goods and Services Tax Act 2017 (GST) and the price is in compliance with section 171 of the Central Goods and Services Tax Act and Section 171 of the State Goods and Services Tax Act (together known as GST). The Allottee/s hereby confirm/s that he/she/they has/have been informed and also had understood about all the details of the benefits and the computation of the total price is arrived after consideration of the benefits under GST. The Allottee/s confirm/s that he/she/they will not be claiming any further transfer of benefits under the "Anti-Profiteering" measures of the GST Act. The Allottee/s shall make payment of GST/ Service Tax or other tax applicable to the said Unit as and when it becomes due and payable at the rate prescribed by Law from time to time to the Owners/Promoters who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of GST are increased or decreased by the Government, the amount payable by the Allottee/s to the Owners/Promoters under this Clause shall vary accordingly. In addition to the above, the Allottee/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge if any applicable such as / levy/ welfare or any fund / betterment tax /as are or as may be levied by the State or Central Government or any

other Authority and arising from or incidental to the sale of the said Unit by the Owners/Promoters to the Allottee/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Allottee/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Owners/Promoters, the Allottee/s shall be liable to reimburse the same together with interest accrued thereon to the Owners/Promoters and the Allottee/s hereby agree to indemnify and keep indemnified the Owners/Promoters from or against all loss or damage suffered or incurred by the Owners/Promoters as a result of non-payment by the Allottee/s of any such taxes, duties etc.

Amenity Space in the layout shall solely belong to the Promoter and the Promoter has given the Amenity Space to the Government/Corporation or concerned Competent Authority and avail of benefits/compensation by way of Monetary Compensation / Transferable Development Rights / FSI/FAR, therefore. The Allottees or the Condominium of Apartment Holders/ Apex Body shall not be entitled to claim any interest therein or any part thereof. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoters at their discretion, subject to liability of payment of contribution towards maintenance thereof.

20.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

The Promoters hereby represent and warrant to the Allottee as follows:

- i. The Promoters have clear and marketable title and/ or stake/ development rights with respect to the said Project Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the Project;
- ii. The Promoters have 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 said Project Land or the Project except those disclosed herein and/or in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said 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 Promoters have 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 Promoters have the right to enter into this Agreement and have 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 Promoters have 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 said Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. Notwithstanding anything contained to the contrary herein it is hereby agreed by and between the parties and confirmed by the Allottee/s that the common areas, facilities and amenities situated either in the project land and/or in the entire project land and/or in the layout are for the common use and enjoyment of all the allottees in the project (save as otherwise specifically restricted to the contrary) and accordingly the said common areas, facilities and amenities will stand transferred to an Apex Body constituted of all the Associations of Allottees of all /buildings /phases (as the case may be) on completion of all the wings/buildings/phases in the entire project land.
- x. The Promoters have 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 upto the date of receipt of the Completion Certificate/ Occupation Certificate as the case may be;

- 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 Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or staircase or any passages which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to utilize common areas, passage areas, ducting etc. for any kind of storage purpose which may or may not create obstruction to other Apartment Allottee/s.
- iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iv. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee/s provided that for the defect liability period such repairs shall be carried out by the Apartment Allottee/s with the written consent and the supervision of the Promoters and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the

rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- v. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoters and/or the Condominium of Apartment Holders.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Project Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Project Land and the building in which the Apartment is situated.
- viii. Not to join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
- ix. Not to make any demand to change the existing plans and/or any changes in the plan of the premises annexed herewith. The Promoters/Owners shall not refund any amount for deleting items of specifications and amenities on request of the Allottee/s.
- x. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or for giving water, electricity or any other service connection

to the building in which the Apartment is situated. Such deposits will lie with the Promoters interest free for the utilization of above purposes.

- xi. To bear and pay applicable and any increase in local taxes, water charges, electricity, meter deposit, transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the Apartment by the Allottee/s to any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the Promoters.
- xii. The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoters and obtained the written consent of the Promoters for such transfer, assign or part with the interest etc.
- xiii. The Allottee/s shall observe and perform all the rules and regulations which the Condominium may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Condominium/Apex Body formed upon the completion of all the Phases on the said entire land the Condominiums of Phase I , II and further Phases in the said entire land and allottee shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement
- xiv. The Condominium of Phase I and II and Condominiums of further phases of the entire Project Palladium Grand shall form (APEX BODY) comprising of selected member/s from each of the Board selected by the members of association of the allottees of each Condominium as may be decided amongst them and such Committee shall decide on the common charges as may be payable for the smooth and effective maintenance and sharing of the common facilities of entire layout of the

entire land) and the allottee/s shall be bound to abide by and pay and contribute regularly and punctually towards all the out-goings in accordance with the terms of this Agreement and the subsequent arrangement arrived at between the managing committees of each phase.

- xv. Till the Deed of Apartment of the said Apartment and all the Deeds of Apartment of the entire project are executed in favour of the allottees in which Apartment is situated, the Allottee/s shall permit the Promoters 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.
 - xvi. The Promoters shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold units and other premises in their possession. As the unsold units will remain locked, unused and unoccupied, the Promoters for these unsold units shall pay to the Condominium of Apartment Holders the token sum of Rs. 11/- (Rupees eleven only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off whereafter the prospective Allottee will undertake the liability of all such future payments thereof.
21. The Allottee/s hereby irrevocably consent/s and authorize/s the Promoters/Owners to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Municipal Authorities and decisions taken by the Promoters/Owners in this regard shall be binding on the Allottee/s. The Promoters/Owners may till the execution of the Final Conveyance Deed represent the Allottee/s and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., U.L.C. officials, etc. on behalf of the Allottee/s and whatever acts so done by the Promoters/Owners on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.
22. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received towards the outgoings, legal charges and shall utilize the amounts for the purposes for which they have been received.
23. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment

hereby agreed to be sold to him with the right to use all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces in terms hereof and which will remain the property of the Promoters until the all the apartment deeds for the all units in all the buildings constructed on the said Project Land are executed and registered

In the event any portion of the Project Land is being required by any utility service provider for installing any electric sub-station / transformer / gas bank machinery, plants, buildings etc. the Promoters shall be entitled to transfer such portion to the said utility / service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/ or as per the requirement of such utility / service provider or as per applicable law / rules / regulations. The Allottee/s/ Condominium shall not be entitled to raise any objections in this regard.

24. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

25. COST OF PROVISION OF WATER TO THE SAID BUILDING:

As mentioned above, the said project Land is situate within the limits of the Municipal Corporation Pune and, in the circumstances, the Municipal and Planning Authority is the said Corporation. However, at the time when the Promoters submitted the building layout and building plans in respect of the said Project Land for sanction to the Municipal Corporation of Pune, the Municipal Corporation of Pune has, as a pre-condition for grant of such sanction, required the Promoters to submit an undertaking stating that it shall be the responsibility of the Promoters to make provision of supply of water to the Project to be implemented on the said Project Land and which undertaking has been taken by the said Corporation from the Promoters. The Promoters, shall at the appropriate time, make application to the Municipal Corporation of Pune for Municipal water connections of the requisite capacity for the said Project and the Promoters shall make payment of the necessary charges in respect of such water connections to the said Corporation. However, until such time as such Municipal water connections are provided by the Municipal Corporation of Pune and the same become operational and until such time as the Municipal water supply through such connections is adequate for the needs of the Allottees/ occupants of Shops / Commercial Premises / Apartments in the said Project, the Promoters propose to procure water for the requirement of the holders/ occupants of Apartments/ Units in the said Project through water tanker agencies and other sources. The Allottee/s undertake/s to extend co-operation to the Promoters until the Promoters makes all arrangements for supply of water to the Allottee/s. In the event the quality of such water as may be provisionally made available

to the Allottee/s does not meet potable standards, the Allottee/s shall not hold the Promoters/ Owners to be accountable and the said Allottee/s in cooperation with all Allottee will take necessary steps to purify, filter, treat the said water to make it potable. All costs therefore shall be borne by the Allottee/s and their organization. All costs, charges and expenses for provision of such water to the said Project are to be borne and paid by the Allottees of Shops / Commercial Premises / Apartments in the said Project on a pro-rata basis. Such cost of provision of water to the said Project shall be deemed to be part of the expenses and outgoings of the Common Areas and Facilities of the said Project. In the circumstances, from out of the amounts contributed by the Allottee/s herein and the Allottee of other Shops / Commercial Premises / Apartments in the said Project towards the expenses and outgoings of the Common Areas and Facilities of the said Project, the Promoters shall deduct their costs of making provision for water.

26. SWIMMING POOL AND CLUBHOUSE:

The Promoters/Owners have constructed a club house and a swimming pool on the Phase I land and the same shall be shared and maintained by the Allottees of units of the entire project as decided by the common body comprising of both the projects. The under mentioned terms and conditions are essential terms and conditions on the basis of which the Allottee/s has/have agreed to purchase from the Promoters/Owners the said unit under and in pursuance of this agreement.

- 26.1. The Promoters/Owners shall be entitled to retain with themselves or to transfer the title/possession/use of the said clubhouse and the said swimming pool (and all ancillary structures and amenities appurtenant thereto and the land appurtenant thereto) on such terms and conditions as the Promoters/Owners may from time to time decide.
- 26.2. Access to and the facility for the use of such club house and swimming pool and the appurtenant land shall be regulated by the Promoters/Owners and/or their successors-in-title but on condition that such access and facility will be available only to the Allottees in the building/s and other premises in the entire layout and to the Allottees in the wing/ building/s /Phase which may be developed by the Builders and/or associate concerns of the Promoters/Owners.
- 26.3. The facility to the members for use of the Club House and Swimming Pool shall be subject to the Rules and Regulations as may be framed by the Promoters/Owners and the Allottee/s shall abide by the same.
- 26.4. It is made clear that in the case of the Commercial units only the Allottee of the Unit (Owner) and immediate family members of the Allottee of the commercial unit shall be entitled to utilize / use / avail of such facilities and share equally in

the cost of maintenance charges of such facilities. It is explicitly clear that the Employees/ servants/licensees of the commercial units shall not be entitled to use the Swimming Pool and other facilities and the Allottee shall still be liable to share the maintenance cost thereof.

27. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s sign/s 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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters 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.

28. ENTIRE AGREEMENT:

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

29. RIGHT TO AMEND:

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

31. 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.

32. 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 aggregate area of carpet area and enclosed balcony/ balcony of the Apartment/ Units to the total aggregate area of carpet area and enclosed balcony/ balcony of all the Apartments/ Units in the Project.

33. 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.

34. PLACE OF EXECUTION:

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

35. The Allottee and/or Promoters 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 Promoters will attend such office and admit execution thereof.

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

Allottee

Mr/Mrs.

Notified Email ID:

Promoters

M/sRaojee Constructions

S. No. 17/1A/2, Dhanori,

Pune 411 015

Notified Email ID: info@raojee.com

It shall be the duty of the Allottee and the promoters 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 Promoters or the Allottee/s, as the case may be.

37. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee/s 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.

38. 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 in Pune will have the jurisdiction, subject to the provisions of the said Act to adjudicate upon all disputes arising by and between the parties hereto under the terms hereof for this Agreement. This Agreement is subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and will be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agent, Rates of Interest and Disclosures on Website) Rules 2017, respectively as applicable.

39. The Parties hereto confirm that the Allottee/s has/have agreed to purchase the said Apartment/ Commercial Unit/ Shop/ Office as an Investor and hence the Allottee/s reserve his/her/their right to claim stamp duty set off/adjustment of the amount already paid on these presents in the event the Allottee/s resells the said unit to a subsequent Allottee/s.

40. STAMP DUTY:

- 40.1 All Stamp Duty and registration charges applicable hereto are to be borne and paid by the Allottees herein.
- 40.2 Stamp duty amounting to **Rs. _____/-** is affixed hereto on the document value which is more than the market value /market value of the unit as fixed by the Office of the Registrar of Assurances, Pune.

**THE SCHEDULE I ABOVE REFERRED TO:-
(ENTIRE PROJECT LAND)**

ALL THAT PIECE AND PARCEL of land bearing S. No. 17, Hissa No. 1A/2, totally admeasuring 02 Hectare 66.53 Ares i.e. 26,653sq.mtrs. as per revenue record & as per the physical verification of area by demarcation admeasuring 02 Hectare 53.328Ares i.e. 25,328.62sq.mtrs. situated at Village Dhanori, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune and bounded as under :

ON OR TOWARDS THE:

NORTH	:	S. No. 15
SOUTH	:	Lohegaon – Dhanorie Road
EAST	:	S. No. 17 (part)
WEST	:	S. No. 17 (part)

THE SCHEDULE II ABOVE REFERRED TO:-

(A). (PHASE I LAND)

ALL THAT PIECE AND PARCEL of land being a portion admeasuring 10.640.42 sq.mtrs., (inclusive of the road widening area) with the right to use FSI from road widening areas internal roads, open space, reservation areas and FSI as shall be generated from the amenity space out of the S. No. 17, Hissa No. 1A/2, totally admeasuring 02 Hectare 66.53 Ares i.e. 26,653sq.mtrs. as per revenue record & as per the physical verification of area by demarcation admeasuring 02 Hectare 53.328Ares i.e. 25,328.62sq.mtrs. situated at Village Dhanori, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune.

ON OR TOWARDS THE:

NORTH	:	By schedule II property (Earlier proposed Phase II)
SOUTH	:	By schedule II property (land retained by promoters)
EAST	:	9 mtrs. wide internal road
WEST	:	S. No. 17 (part)

(B). (EARLIER PROPOSED PHASE II LAND)

ALL THAT PIECE AND PARCEL of land being a portion admeasuring 11,687.57 sq.mtrs., out of the S. No. 17, Hissa No. 1A/2, totally admeasuring 02 Hectare 66.53 Ares i.e. 26,653sq.mtrs. as per revenue record & as per the physical verification of area by demarcation admeasuring 02 Hectare 53.328 Ares i.e. 25,328.62sq.mtrs. situated at Village Dhanori, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune along with the right to use and share the common amenities and facilities with Phase I as available for the Palladium Grand Phase I and II.

ON OR TOWARDS THE:

NORTH	:	S. No. 15
SOUTH	:	By schedule II property (Phase I)
EAST	:	S. No. 17 (part)
WEST	:	S. No. 17 (part)

(C). (LANDRETAINED BY THE PROMOTERS)

ALL THAT PIECE AND PARCEL OF ground or land admeasuring 3000.63 sq.mtrs. i.e. 32,298.79 sq.ft. to be retained and consumed by the Promoters herein from and out of the land more particularly described in the schedule I hereinabove and bounded as under :

ON OR TOWARDS THE :

NORTH	:	By schedule II property (Phase I)
SOUTH	:	Lohegaon - Dhanorie Road
EAST	:	9 mtrs. wide internal road
WEST	:	S. No. 17 (part)

THE SCHEDULE III ABOVE REFERRED TO :

THE REVISED PHASE II LAND

ALL THAT PIECE AND PARCEL OF THE LAND being an area admeasuring 3000.63sq. mtrs. out of the said entire project land bearing S. No. 17, Hissa No. 1A/2, and more particularly described in the SCHEDULE-I hereinabove, situated at Village Dhanori, within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune District Pune.

ON OR TOWARDS THE:

NORTH	:	By schedule II property (project I)
SOUTH	:	Lohegaon - Dhanorie Road
EAST	:	9 mtrs. wide internal road
WEST	:	S. No. 17 (part)

THE SCHEDULE IV ABOVE REFERRED TO

1. The underground and overhead water tanks and electric motor and pump, if any.
2. The access and the approach to the building and the staircases.
3. All the drainage lines, water lines, plumbing network throughout the building.
4. Staircases/ landings and entrance area of all the buildings.
5. R.C.C. frame work structure of the buildings.
6. Plants and trees planted or to be planted, if any in the complex.
7. Common electric motors and water meters connected to the common lights, water connections pump sets etc.
8. Light point on the internal road, light points outside the building and in the staircases as well as in the car park.
9. Areas under the internal passages within the said land.

SCHEDULE 'A'

Apartment/ Unit bearing No. _____ of carpet area admeasuring _____ **sq. mtrs**, on _____ floor, in Building **K** in the project known as "Palladium Grand II" and attached hereto alongwith the usable floor area of the enclosed balcony/ attached balcony admeasuring _____ and attached exclusive terrace/ service terrace admeasuring _____ sq. mtrs. and bounded as follows:

ON OR TOWARDS THE:

NORTH :
 SOUTH :
 EAST :
 WEST :

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.

SIGNED SEALED AND DELIVERED
by the abovenamed PROMOTERS
for themselves and as duly Constituted
Attorney of the OWNERS abovenamed

PROMOTERS/ OWNERS

SIGNED SEALED AND DELIVERED
by the abovenamed ALLOTTEE/S

ALLOTTEE/S

WITNESSES :

- 1.
- 2.

ANNEXURE –A

Name of the Attorney at Law/Advocate,
Address :
Date :
No. :
RE. :

Title Report
Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated _____ day of _____ 20_____

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

ANNEXURE –B

(Authenticated copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Promoters to the said 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 Building/s as proposed by the Promoters 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 layout plan of the Apartment agreed to be purchased by the Allottee, as proposed by the concerned local authority)

ANNEXURE –E

- **Building** : Rein forced concrete structure as per IS 456-2000.
Earthquake resistant design as per IS 1893-2002.
- **Brickwork** : All internal and external walls in 4", 6" or 9" bricks/ ALC/ CLC
Blocks with cement mortar/ bonding chemical mortar.
- **Plaster** : External sand face plaster/ ready mix plaster and internal neeru/
Gypsum finish. All ceilings in Plaster of Paris finish.
- **Flooring** : Vitrified 2' x 2' flooring for the apartments (Asian/ Nitco/ Kajaria/
equivalent make). Antiskid / Rustic flooring for bathrooms &
terraces (Asian/ Nitco/ Kajaria/ equivalent make).
- **Kitchen** : Upto 7' long black granite kitchen platform with S. S. sink & 2'
high glazed tiles above kitchen platform.
- **Windows** : Powder coated aluminum sliding windows & mosquito net, except
for bathrooms/ toilets louvers/ WCs & kitchen.
- **Doors** : Flush doors for bedrooms & water resistant doors for bathrooms/
toilets/WCs. Attractive main door with Europa/ Godrej/ equivalent
hardware, night latch & good quality locks, and S.S. finish hardware
for all other doors.
- **Toilets** : 7' high glazed tiles in all bathrooms/ toilets with wall hung
commode and concealed flushing cisterns of Cera/ Hindware/
equivalent & 4' high glazed tiles in WCs.
- **Plumbing** : Concealed plumbing for all toilets of Huliott/ Astral/ Prince/
equivalent. Provision for water filter and exhaust fan in kitchen.
- **Electrical** : Concealed electrical copper wiring with decorative Anchor Roma/
L&T/equivalent switches.
- **Lifts** : Two 8 passenger lift for entire building and one 8 passenger lift till
First floor of Kone/ Otis/ Omega/ equivalent make.
- **Sanitary.** : CP fittings from Essco-Jaquar/ Cera/ equivalent make,
sanitary ware fittings from Cera/ Hindware/ equivalent make
- **Painting** : Internal walls in OBD paint and exterior cement/ acrylic paint.

ANNEXURE –F

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

ANNEXURE –G

(Copy of the Commencement Certificate of the Project granted by the Pune Municipal Corporation)

DRAFT