

AGREEMENT

This Agreement made at _____ this _____ day of JUNE in the year Two Thousand and **Seventeen**.

BETWEEN:

M/S. SHANTAMA CONSTRUCTION
A Proprietary concern having office
at – Cannought Place, CIDCO, Aurangabad.

By its Proprietor -

SHRI ANIL RATANLAL AGRAWAL
age about 52 years, Occupation : Business
Residing at – N-1, CIDCO, Aurangabad.
PAN:

Hereinafter referred to as **THE PROMOTER**
[which expression unless repugnant to the context or meaning
thereof shall mean and include his heirs, executors, administrators
and assigns] **OF THE FIRST PART**

AND:

1. SHRI VISHNU GANPAT PHADATALE
age about ____ years, Occupation : _____
Residing at -
2. SHRI SURESH VISHNU PHADATALE
age about ____ years, Occupation : _____
Residing at -
3. SHRI BABAJI BABURAO PAVALE
age about ____ years, Occupation : _____
Residing at -
4. MRS. GAURI SHIVAJI KAVADE
age about ____ years, Occupation : _____
Residing at -
5. SOU. DEEPALI ABHIJEET MOHITE
age about ____ years, Occupation : _____
Residing at -
6. MISS DHANASHREE BABAJI PAVALE
age about ____ years, Occupation : _____

Residing at –

7. M/S. SHANTAMA CONSTRUCTION
A Proprietary concern having office
at -

By its Proprietor -

SHRI ANIL RATANLAL AGRAWAL
age about 52 years, Occupation : Business
Residing at - N-1, CIDCO, Aurangabad.

By their constituted Attorney -

SHRI ANIL RATANLAL AGRAWAL
Age about 52 years, occupation – business
Residing at – N-1, CIDCO, Aurangabad.

Hereinafter referred to as **THE CONSENTING PARTY**

[which expression unless repugnant to the context or meaning thereof shall mean and include their respective heirs, executors, administrators and assigns] **OF THE SECOND PART**

AND:

SHRI/SMT.

age about years, Occupation :
Residing at

Hereinafter referred to as **THE ALLOTTEE / PURCHASER**

[which expression unless repugnant to the context or meaning thereof shall mean and include his/her/their heirs, executors, administrators and assigns] **OF THE THIRD PART**

WHEREAS

A] Land admeasuring an area of 5069.18 Sq.mtrs. (which includes land under open space, internal road, transformer, STP, water tank, but excludes Amenity Space and area under road widening) which consists of Building / Wing Nos.A and B totally admeasuring built-up area of _____ Sq. mtrs. and covering ground/plinth area of _____ Sq. mtrs. out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka Khed, Dist.Pune and within the limits of PMRDA bearing Gat No.408 (pt) (old Gat No.2432), Mouje Nanekarwadi and more particularly described in First Schedule hereunder is owned by the Consenting Party herein which is hereinafter referred to as "The Project Land".

B] i. The land bearing Gat No. 408 formerly belonged to Shri. Vishnu Ganapat Phadatale, Shri. Nivrutti Ganapat Phadtale and Shri. Nandaram Ganapat Phadatale and others.

ii. Out of the said owners Shri Vishnu Ganapat Phadatale, Shri. Nivrutti Ganapat Phadtale and Shri. Nandaram Ganapat Phadatale by a Sale Deed dated 25.04.2000 which is registered at the Office of Sub Registrar Khed at Serial No. 1117/2000 sold an area of 05 Are from and out of Gat No.408 totally admeasuring 2 Hector 48 Are to Shri. Babaji Baburao Pavale.

iii. By another Sale Deed dated 26.05.2006 Sou. Mangal Maruti Phadatale, Smt. Suman Vasant Bhoir and Asha Maruti Phadatale alias Sou. Asha Borkar with consent of Shri. Sudam Dagadu Kad sold a portion admeasuring 29.75 Are to Shri. Arun Pitamber Sheth. The said Sale Deed is registered at the Office of Sub Registrar Khed at Serial No. 3472/2006.

iv. By a Partition Deed dated 04.10.2007 Shri. Vishnu Ganapat Phadatale and others partitioned Gat No.408 amongst them, whereby a portion admeasuring 22 Are was given to the share of Shri. Vishnu Ganapat Phadatale, a portion admeasuring 22.5 Are was given to the share of Shri. Nandaram Ganapat Phadatale, a portion admeasuring 22 Are was given to the share of Smt. Savitrabai Shankar Phadatale, Shri. Dilip Shankar Phadatale, Shri. Shantaram Shankar Phadatale and Radhabai Vinod Choudhari (legal heirs of late Shankar Ganapat Phadatale).

C] By a Development Agreement and Power of Attorney dated 06.09.2008 Shri. Vishnu Ganapat Phadatale with due consent of Shri. Suresh Vishnu Phadatale transferred the development rights of an area admeasuring 17 Are out of his share out of Gat No.408 in favour of Jay Ganesh Builders and Developers. The said Development Agreement and the Power of Attorney are registered at the Office of Sub Registrar Khed at Serial No.6049/2008 and 6050/2008. For just and sufficient reasons the abovementioned Development Agreement and Power of Attorney dated 06.09.2008 were cancelled by the parties. The said Cancellation Deed is registered at the Office of Sub Registrar Khed at Serial No.3327/2011.

D] By a Sale Deed dated 04.03.2010 which is registered at the Office of Sub Registrar Khed at Serial No.1488/2010 on 05.03.2010, Shri. Arun Pitamber Sheth sold his portion admeasuring 29.75 Are from and out of Gat No.408 to the Promoter herein i.e. M/s Shantama Construction through its Proprietor - Shri. Anil Ratanlal Agrawal.

E] i. By a Development Agreement and Power of Attorney dated 27.04.2011 Shri. Vishnu Ganapat Phadatale and Shri. Suresh Vishnu

Phadatale with due consent of Jay Ganesh Builders and Developers entrusted the development rights in respect of an area admeasuring **20 Are** out of Gat No. 408 to M/s Shantama Constructions i.e. the Promoter herein. The said Development Agreement and Power of Attorney are registered at the Office of Sub Registrar Khed at Serial No. 3329/2011 and 3330/2011.

ii. By a another Development Agreement and Power of Attorney dated 07.01.2013 which are registered at the Office of Sub Registrar Khed at Serial No.157/2013 and 158/2013, Shri. Vishnu Ganapat Phadatale and Shri. Suresh Vishnu Phadatale further transferred the development rights of a portion admeasuring **07 Are** out of Gat No.408 totally admeasuring 2 Hector 48 Are in favour of M/s Shantama Constructions.

iii. Shri. Babaji Baburao Pavale with consent of Sou. Gauri Shivaji Kavade, Sou. Deepali Abhijeet Mohite and Dhanashree Babaji Pavale transferred the development rights of a portion admeasuring **05 Are** out of Gat No. 408, by a Development Agreement and Power of Attorney dated 15.01.2013 in favour of M/s Shantama Construction. The said Development Agreement and Power of Attorney are registered at the Office of Sub Registrar Khed at Serial No. 347/2013 and 348/2013.

F] Thus M/s Shantama Construction i.e. the Promoter is the sole and absolute owner of area admeasuring 29.75 Are and by virtue of the aforesaid development agreements and power of attorneys is having the development rights of area admeasuring 32 Are totaling to 61.75 Are i.e. 6175 Sq.mtrs.

G] As stated above by aforesaid Sale Deeds, Development Agreements and Power of Attorneys, the Promoter herein is the sole and absolute owner and obtained development rights of the property more particularly described in the First Schedule hereunder written (hereinafter referred to as "The Project Land") and Apartment described in Schedule 'A' is the subject of this Agreement.

H] The following things regarding the title to the said Property are yet to be done -

- (i) Any covenants affecting the said property.(NIL)**
- (ii) Any impediments attached to the said property (NIL)**
- (iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. (Nil / There are no tenants)**
- (iv) Details of illegal encroachment on the said property (Nil)**
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. (Nil)**

(vi) Details of mortgage or lien or charge on the said property.) (Nil / -----)

I] The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.

J] The Promoter is in possession of the project land.

K] Nature and Particulars of the entire scheme are as under –

a] The layout is sanctioned for the area of 6124.00 Sq.mtrs. After excluding area of amenity space of 894.56 Sq.mtrs. and area under road widening admeasuring 160.26 Sq.mtrs. balance area admeasuring 5069.18 Sq.mtrs. is under development. The layout plan is sanctioned by A.D.T.P. under No.Layout/NABP/Mouje Nanekarwadi/Tal. Khed/Gat No.408/SSP/4025 dated 01.07.2014 which was revised by the P.M.R.D.A. vide Commencement Certificate bearing No.DP/BKH 05/No.338/16-17/KHE/Mouje Nanekarwadi/Gat No.408 (pt) dated 28.12.2016. The permission for the non agricultural use of the said land was obtained from the SDO Khed vide Order bearing No. SKHD/NA/SR/94/2014 dt.22.8.2014.

b] The entire project consists of presently sanctioned Building / Wing Nos.A and B, having total built up area of ----- Sq.mtrs. Copy of the said plan is annexed herewith as ANNEXURE C-1. A Co-operative Housing Society of the unit holders in the said project will be formed and entire land and Building/s will be conveyed to the said society.

c] The Promoter has completed the construction of Building No.A and has applied for obtaining the Completion Certificate in respect thereof from P.M.R.D.A. on ----- . The Promoter has started the construction work of the said Building no. B and the same is presently completed upto -----.

- d] i. As per Annexure C-1 the said project consists of two residential wings bearing Nos.A and B,
ii. Particulars of each building is as under –

Wing No.	Floors	Built up Area in Sq.mtrs.	Carparks under stilt
A	Parking plus Eight floors		
B	Parking plus Eight floors		

e] It is hereby declared that sanctioned plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilised as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the

said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

L] The Promoter has 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. The Promoter reserves the right to change the Architect & or the Structural Engineer if at all required.

M] The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

N] By virtue of the Sale Deeds, Development Agreements and Power of Attorneys the Promoter has sole and exclusive right to sell the Apartments in the said buildings to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

O] On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs _____ 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;

P] The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as 'Annexure 'A' and 'B' respectively.

Q] The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

R] The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as 'Annexure D'

S] The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

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

U] The Promoter has accordingly commencement construction of the said building/s in accordance with the said proposed plans.

V] The Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor (hereinafter referred to as the said "Apartment") situated in the building/wing No. _____ (hereinafter referred to as the said "Building") being constructed in the said project.

W] The carpet area of the said Apartment is _____ Sq.mtrs and "carpet area" means the net usable floor area of the 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.

In the above stated carpet area as defined under RERA balconies are not included though the balconies are part of the said Apartment. The carpet area of the said balconies for the said Apartment is ----- Sq. mtrs. and including the said area total carpet area of the Apartment is ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

X] The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are

now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

Y] Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rs. _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.

Z] The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at ____ no. _____ authenticated copy is attached in Annexure "F".

AA] Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AB] In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter has constructed Building/Wing No.A and shall construct building/wing No. B as mentioned above, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

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

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of carpet area admeasuring _____ Sq.mtrs. [as

defined in RERA] (subject to variation of 3%) on _____ floor in the building / wing No.----- (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure C-1 for the consideration of Rs._____/ - including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

In the above stated carpet area as defined under RERA balconies are not included though the balconies are part of the said Apartment. The carpet area of the said balconies for the said Apartment is ----- Sq. mtrs. and including the said area total carpet area of the Apartment is ---- ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

- (ii) All the Allottees in the said scheme (who have till this day booked the Apartments/units in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the society which will be formed by them and the same shall form part of the sale deed/s. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective apartments/units and shall be heritable and transferable along with respective apartments/units and shall not be separated from the apartments/units. Accordingly the Allottee/s has selected for himself/herself/themselves open/covered carpark as stated in Schedule 'A' hereto and Allottee agrees that the Promoter has not done the said allotments and has not taken any consideration therefor and Promoter has given its consent for the same subject to the terms of this Agreement/s. The Allottees further agree that in case of disputes among themselves regarding selection of the carparks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all.

- 1(b) The total aggregate consideration amount for the apartment is thus Rs. _____/-
- 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____ only) (10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rs. _____ only) in the following manner :
- (i) Amount of Rs. _____/- (Rs. _____ only) (not exceeding 20% of the total consideration) to be paid to the Promoter after 15 Days of execution of Agreement.
 - (ii) Amount of Rs. _____/- (Rs. _____ only) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
 - (iii) Amount of Rs. _____/- (Rs. _____ only) (25% of the total consideration) to be paid to the Promoter on completion of the entire RCC work of the building or wing in which the said Apartment is located.
 - (iv) Amount of Rs. _____/- (Rs. _____ only) (5% of the total consideration) to be paid to the Promoter on completion of the BBM/Brick work of the said Apartment.
 - (v) Amount of Rs. _____/- (Rs. _____ only) (5% of the total consideration) to be paid to the Promoter on completion of the internal and external Plaster of the said Apartment.
 - (vi) Amount of Rs. _____/- (Rs. _____ only) (5% of the total consideration) to be paid to the Promoter on completion of the plumbing waterproofing, Stair Case, Lift-Shaft of the building or wing in which the said Apartment is located.
 - (vii) Amount of Rs. _____/- (Rs. _____ only) (5% of the total consideration) to be paid to the Promoter on completion of the flooring and elevation of the building or wing in which the said Apartment is located.
 - (viii) Amount of Rs. _____/- (Rs. _____ only) (5% of the total consideration) to be paid to the Promoter on completion of the Doors, Windows, Electro-mechanical, paving areas etc of the building or wing in which the said Apartment is located.

(vii) Balance Amount of Rs. _____/- (Rs. _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter 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 Promoter) up to the date of handing over the possession of the Apartment.

1(e) The Total price is escalation-free, save and except escalations / increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee at the time of last installment 5% of the payment schedule which is mentioned in para 1(c), from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.

1(h) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the head (s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in

its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his/her payments in any manner

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.
- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")
3. The Promoter hereby declares that the Floor Space Index i.e. total built-up area available as on date in respect of Building/Wing Nos. A and B in the Project land is _____ Sq.mtrs. only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter has disclosed the particulars of the present sanctioned FSI/ built-up area as mentioned above in recitals.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees 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. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refunded to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rs. 2,00,000/- or 10% of Agreement Cost whichever is higher or any other amount which may be payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount paid by the Allottee against the taxes, stamp Duty, Registration Charges will not be refunded by the Promoter. The Amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is later.

Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest

thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

- 4.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs. 2,00,000/- or 10% of Agreement Cost whichever is higher from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee.
5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st December day of 2018. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest at the same rate as may

mentioned in the clause 4.1 hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter 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) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.
- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labour for any reason.
- (x) Force-Majeure

7.1 Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

Possession of the Apartment shall be delivered on or before -----
----- and possession of the amenities like open space ----
etc. shall be delivered on or before -----.

- 7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Apartment :** Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.
- 7.4 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 Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall

be liable of paying damages, if any, to allottee / owner / user of the apartment below.

After the construction some times in the natural course some very minor cracks develop in the wall of the building due to elastic deformation, moisture, creep chemical reactions, earthquake, climatic changes, compressive nature of cement, thermal variations above 20 degree Celsius or any reason both internally and externally. The purchaser will never consider this as a fault in the construction and such if the purchaser of the Flat wants to rectify the same then he has to do the same at his cost only. The Vendor/ Owner/ Co-promoter/ Builder will be liable for the RCC defects for the periods of Five years. The purchaser has to follow the user manual which provides the instructions for the use of all the facilities/ equipments provided to him/her for the said flat/shop. if any variations in the use of facilities/equipments are done by the purchaser, Vendor/ Owner/Co-promoter/Builder will not be liable for the defects arising due to it

- 7.4 (a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.

(b) The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator) and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence or for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicle.
9. The Allottee along with other allottee(s) of Apartments in the buildings/ wings bearing nos. A and B shall join in forming and registering the Society to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies or the Promoter as per the nature of the scheme as per this agreement as the case may be, or any other Competent Authority.
 - 9.1 The Promoter shall, within three months of registration of the Society, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Promoter and/or the land owners in the said structure of the Building or wing in which the said Apartment is situated. Stamp duty paid on these agreements for each apartment shall be proportionately adjusted against the stamp duty for conveyance of the structure of the Buildings.
 - 9.2 The Promoter shall, within three months of registration of the Society as aforesaid, cause to be transferred to the Society all the right, title and the interest of the Promoter and/or the land owners in the project land on which the building with multiple wings or buildings are constructed and in the buildings. Stamp duty paid on these agreements for each apartment shall be adjusted against the stamp duty for conveyance of the land to the Society. If any additional duty be required to be paid or expenses required to be incurred then the same shall be borne and paid by all the allottees in the scheme.
 - 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings

in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the management of the common area and facilities are handed over to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional **monthly contribution of Rs.3/- per sq.ft. per month towards the outgoings**. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the management is handed over to the Society whereafter the said deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society. **The Allottee shall pay to the Promoter in advance 24 months' contribution i.e. amount of Rs. -----/- as and when demanded by the Promoter and in any case before delivery of possession of the said Apartment. The said amount shall not carry any interest and will be adjusted towards monthly contribution every month since the date of delivery of possession of the said Apartment.**

9.4 **Corpus/ Reserve fund :**

Before delivery of possession the Allottee shall pay to the Promoter sum of **Rs.25,000/- (Rs. Twenty Five Thousand only)** as a **reserve fund / corpus fund** for giving the same to the organization of the apartment/units purchaser/allottee/s in the said scheme. The Promoter and the said organization shall keep the said fund in fixed deposit.

10. The Promoter shall bear legal charges, share money, charges for formation and registration of Society, MSEB/MSEDCL meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Allottee/s and hence account thereof cannot and will not be maintained and given.
11. At the time of registration of conveyance in favour of the society, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable (if any), by the said Society on such conveyance or any document or instrument of

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

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /

arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities to the Society of the Allottees on 31st December 2018;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

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

- i. 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 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 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, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. 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, Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in

the compound or any portion of the project land and the building in which the Apartment is situated.

- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, NA taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, give on leave and license basis, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- x. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xi. Till the entire project is completed in all respects and all the buildings and common area and facilities are handed over to the Society the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xii. Not to obstruct the development work for any reason and in any way.

- xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own costs and risk.
- xiv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.
- xv. The Allottee shall not dry or hang clothes in the balconies.
- xvi. If the unit allotted is a non-residential unit then the Allottee shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Promoter or Society as the case may be.
- xvii. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./Concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her apartment/unit.
- xviii. If after delivery of possession of the said unit, the Promoter or Society is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Society as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.
- xix. The Allottee/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.
- xx. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes

including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the apartment purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their apartment. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their apartment for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.

- xxi. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.
- xxii. The Allottee shall not erect dish or other antennae outside the Apartment / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.

If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.

- 14. The Promoter shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 15. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said entire land with

the buildings is transferred to the Society as hereinbefore mentioned.

16. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he/she 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.

17. It is agreed by and between the Parties as under -

- I. The name of the project shall be "NARAYAN OCTAVE" and this name shall not be changed without the written consent of the Promoter.
- II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the Consenting Party and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements. Allottee has hereby given his irrevocable consent therefor.
- III. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

- IV. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partner / Director as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to utilize balance or additional FSI and TDR and for the said purpose to revise the layout and building plans from time to time, to avail of any benefits, to obtain FSI for open space and get the building plan for open space sanctioned, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of deed of declaration and deed of apartment and to execute the declaration therefor, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.
- V. The Allottee/s is/are aware that concerned authority may not be able to supply adequate drinking water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.
- VI. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.
- VII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said apartment, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.

- VIII. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- IX. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.
- X. The Allottee has read the terms of the Development Agreement and other agreements in between the Promoter and Consenting Party and Allottee agrees that this agreement is subject to the said terms and are also binding on him.
- XI. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace apartments in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace apartment/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace apartment/unit Allottee. The said terrace shall not be enclosed by the apartment/unit Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter shall have the right to construct apartment/units etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.
- XII. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- XIII. Any exclusive use allotted by the Promoter shall be subject to the right of the Society and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of

the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

- XIV. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.
- XV. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the concerned authority may pay the compensation therefor in terms of additional F.S.I. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional units permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society. If the Concerned Authority refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.
- XVI. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this Property as and when permitted by Concerned Authority. The Allottee has hereby given

his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional units permitted by Concerned Authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society. The Society shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

XVII. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.

XVIII. The Promoter herein may be constructing the said building/wing in parts and it is possible that even after delivery of possession of the said Apartment construction of remaining part may continue. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.

XIX. It is specifically agreed between the Parties that even if the Society of all the unit holders is formed and registered and conveyance completed the Promoter and the Consenting Party will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the

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

XX. The Promoter may develop the open space and construct Club House or other such facility. The said open space and club house shall be a common facility and the Promoter is not seeking any separate contribution for development and construction of the said facilities. However on completion of the said facilities and the same being made available to the Allottee he shall be liable to pay contribution of charges of maintenance thereof as may be decided and levied by the Promoter until the said facilities are handed over to the organisation and thereafter to the Society as may be decided and levied by such organisation.

XXI. Amenity Space (if any) in the layout shall solely belong to the Promoter and to develop or transfer the same or to deal with the same at Promoter's discretion. If required the Promoter may give the Amenity Space to the Govt./ Corporation or concerned authority and avail of benefits/compensation therefor. The Allottee or Society shall not be entitled to claim any interest therein. 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 Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.

XXII. Common areas and facilities in the scheme common among both building/wings will be completed and possession will be delivered on or before -----.

XXIII. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.

XXIV. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the apartment of the Allottee if there is a delay in obtaining the water and electricity connections from the

concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit agrees for which the Allottee hereby gives his consents.

XXV. It is hereby made clear that as stated herein above the organisation of all the Apartment Allottee/Unit holders for the said Building shall be a co-operative Housing Society to be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960.

INVESTMENT CLAUSE

XXVI. The Allottee herein has agreed to purchase the said Apartment as an Investor as laid down in Article 5(ga)(ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga)(ii) of the Bombay Stamp Act, 1958.

XXVII. It is declared by the Parties that they are all citizens of India and domiciled in India.

XXVIII. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Society. The Allottee and Society shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Society.

(ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by Promoter from various sources viz. borewell, tankers, gram panchayat, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each apartment/unit and the same will be billed and collected in advance. The collection may be on half yearly or yearly basis.

(iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Concerned Authority after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

(iv) If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to disconnect or stop the supply to the apartment / unit until the charges are paid.

XXIX. REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common amenities such as water, electricity, etc. for interior works. In security thereof the Allottee shall pay to the Promoter Rs. -----/- (Rs. ----- only) which will repaid after completion of the interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

18. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

19. **ENTIRE AGREEMENT**

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

20. **RIGHT TO AMEND**

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

21. **PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

22. **SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations

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

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

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

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

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

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

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

_____ Name of Allottee
_____ Allottee's Address)
Notified Email ID : _____

M/s _____ Promoter Name
_____ Promoter Address)
Notified Email ID : _____

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

28. JOINT ALLOTTEE

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

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

29.1 Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after end of every financial year on or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by

the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the allottee producing such certificate within 4 months of the possession. Provided further that in case the allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

29.2 The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty of Rs. _____ /- (Rupees _____ only) on the carpet area of ----- Sq.mtrs. which is equivalent to built up area of ----- Sq.mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners/Consenting Party herein in the name of the society in which the Allottee will be the member in respect of the said apartment/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee. In addition to the stamp duty mentioned above LBT stamp of 1% is also paid to this Agreement.

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

31. **GOVERNING LAW**

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at -----
- (city/town name) in the presence of attesting witness, signing as such on the day first above written.

FIRST SCHEDULE ABOVE REFERRED TO

Land admeasuring an area of 5069.18 Sq.mtrs. (which includes land under open space, internal road, transformer, STP, water tank, but excludes Amenity Space and area under road widening) which consists of Building / Wing Nos.A and B totally admeasuring built-up area of ----- Sq. mtrs. and covering ground/plinth area of ----- Sq. mtrs. out of all that piece and parcel of land and ground within the Registration, Sub-District, Taluka Khed, Dist.Pune and within the limits of PMRDA bearing Gat No.408 (pt) (old Gat No.2432), Mouje Nanekarwadi, Taluka Khed, Dist. Pune.

SECOND SCHEDULE ABOVE REFERRED TO

A] COMMON AREAS AND FACILITIES IN PHASE-I:

1. The land for the project described in First Schedule above.
2. The footings, RCC structures and main walls of the building/s.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.
7. **Open Space**
8. **STP**
9. **Transformer**
10. **Internal Roads**

B] LIMITED COMMON AREAS AND FACILITIES IN PHASE-I:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace apartments shall exclusively belong to such respective apartments.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee : (including joint buyers)	Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph
-------------------------------------	--	--

(1) _____

(2) _____

At _____ on _____

in the presence of WITNESSES :

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter :	Please affix photograph and sign across the photograph
------------	---

(1) _____

(Authorised Signatory) WITNESSES :

Name _____

Signature _____

Name _____

Signature _____

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

SCHEDULE 'A'

DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Apartment No.----- on the ----- floor consists of of -----
----- totally admeasuring carpet area of -----
Sq.mtrs. [as defined in RERA] and including balconies admeasuring
carpet area of ----- sq. mtrs. and adjoining terrace admeasuring -----
- Sq.mtrs and bounded as follows -

On or towards the East : By

On or towards the South : By

On or towards the West : By

On or towards the North : By

As per para no.----- above the Purchaser has selected for
himself/herself/themselves open/covered Carpark No.-----
admeasuring ----- Sq.mtrs. as per arrangement between the flat holders.

SCHEDULE 'B'
FLOOR PLAN OF THE APARTMENT

ANNEXURE A

Name of the Attorney at Law / Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place :

Dated day of20.....

(Signed)

Signature of Attorney-at-Law / Advocate

ANNEXURE B

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

ANNEXURE C-1

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

ANNEXURE-D

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

ANNEXURE-E

(Specification and amenities for the Apartment)

ANNEXURE-F

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

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

I say received.

The Promoter/s