

Project	Janki Rainbow at S. No. 165, Baner, Pune
Wing	A__
Apartment No.	503
RERA Registration	_____

AGREEMENT FOR SALE

This AGREEMENT FOR SALE made at thisday of
in the Year Two Thousand and Eighteen at Pune

BETWEEN

M/S. JANKI CONSTRUCTIONS A Proprietary Concern Having its office at: Janki House, CTS No. 1228, B2, F. P. No. 614/B2, F. C. Road, Next to Wadeshwar Hotel, Behind Land Square building, Shivajinagar, Pune - 411004 **Through its Proprietor, MR. MAHESH PANDURANG BHAGWAT** Age: 48 years, Occ: Business, Add: As of the firm (PAN NO. ABBPB2876P) ---hereinafter referred to as the **‘PROMOTER’**, which expression shall mean and include the said partnership firm, its partners and their respective assigns, heirs, executors, administrators etc.

--- OF THE FIRST PART,

AND

1) Name	Mr.
Age:	
Occu:	
Add:	
PAN No.	
Email ID	

2) Name	Mrs.
Age:	
Occu:	
Add:	
PAN No.	
Email ID	

--- hereinafter referred to as the 'ALLOTTEE/S', Which expression shall mean and include his/ her/ their respective assigns, heirs, executors and administrators etc.

--- OF THE SECOND PART.

AND

- 1) Mr. Jaywant Bhaguji Murkute, Age: ____ years, Occ: Agriculture, 2) Mr. Yashwant Bhaguji Murkute, Age: ____ years, Occ: Agriculture, 3) Smt. Anjanabai Balwant Murkute, Age: ____ years, Occ: Agriculture, 4) Mr. Ravi Balwant Murkute, Age: ____ years, Occ: Agriculture, 5) Mr. Raju Balwant Murkute, Age: ____ years, Occ: Agriculture, 6) Mrs. Baby Suresh Murkute, Age: ____ years, Occ: Housewife, 7) Mrs. Bhima Shankar Padalghare, Age: ____ years, Occ: Housewife, 8) Mrs. Asha Dattatraya Vir, Age: ____ years, Occ: Housewife, 9) Mrs. Usha Amruta More, Age: ____ years, Occ: Housewife, 10) Mr. Bhagwan Bhaguji Murkute, Age: ____ years, Occ: Agriculture, 11) Mrs. Kamal Jaywant Murkute, Age: ____ years, Occ: Housewife, 12) Mr. Vasant Jaywant Murkute, Age: ____ years, Occ: Agriculture, 13) Mr. Dattatraya Jaywant Murkute, Age: ____ years, Occ: Agriculture, 14) Mrs. Rakhamabai Jaywant Murkute, Age: ____ years, Occ: Housewife, 15) Mr. Bhaskar Yashwant Murkute, Age: ____ years, Occ: Agriculture, 16) Mr. Dinkar Yashwant Murkute, Age: ____ years, Occ: Agriculture, 17) Mrs. Kayana Ramidas Saste, Age: ____ years, Occ: Housewife, 18) Mrs. Rohini Ashok Chawan, Age: ____ years, Occ: Housewife, 19) Mrs. Shakuntala Bhagwan Murkute, Age: ____ years, Occ: Housewife, 20) Mr. Vijay Bhagwan Murkute, Age: ____ years, Occ: Agriculture, 21) Mr. Sanjeev Bhagwan Murkute, Age: ____ years, Occ: Agriculture, 22) Mr. Atul Bhagwan Murkute, Age: ____ years, Occ: Agriculture, All Add: _____, Pune, through their duly constituted Power of Attorney Holder **M/S. JANKI CONSTRUCTIONS** A Proprietary Concern Having its office at: Janki House, CTS No. 1228, B2, F. P. No. 614/B2, F. C. Road, Next to Wadeshwar Hotel, Behind Land Square building, Shivajinagar, Pune - 411004 **Through its Proprietor, MR. MAHESH PANDURANG BHAGWAT** Age: 48 years, Occ: Business, Add: As of the firm (PAN NO. ABBPB2876P)---hereinafter, referred to as the "CONSENTING PARTY", which expression shall unless it be repugnant to the context or meaning thereof shall mean and include said society, its members, their legal heirs, executors, administrators and assigns etc.

WHEREAS:**PRESENT RECITALS SHALL FORM PART OF TERMS OF PRESENT AGREEMENT.**

- A. All that piece and parcel of land bearing Survey No. 165 totally adm. 00 Hec 45 Ares situated at village Baner, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation (herein after referred to as the '**Said Entire Property**') originally belonged to Mr. Jaywant Bhaguji Murkute and others i.e. consenting party herein.
- B. That said Jaywant Bhaguji Murkute and others granted the rights of development and sale of units in respect of said property in favour of M/s. Janki Constructions through its Proprietor Mr. Mahesh Pandurang Bhagwat i.e. Promoter herein by virtue of a Development Agreement and Irrevocable General Power of Attorney both dated 3/10/2003. The said Development Agreement and Irrevocable General Power of Attorney both are registered in the office of Sub Registrar Haveli No. 15 at Sr. No. 3471/2003 and 3472/2003. Consideration of the said Development Agreement was agreed in monetary form and the same has been fully paid by promoters.
- C. Promoters upon acquiring development rights, prepared and got sanctioned the plans of the proposed building upon said property from Pune Municipal Corporation vide Commencement Certificate No. D. P. O. / B 12/ C/ 661 dated 26/5/2003.
- D. Promoter obtained Non Agricultural Use Permission Order from Collector Pune vide No. PRH/ NA/ SR/304/2003 dated 20/3/2004.
- E. According to sanctioned plans promoter implemented the scheme of development and sale of units in form of a building No. A1 and A2 styled as '**Janki Rainbow**' (herein after referred to as the '**Said Entire Property**' and more particularly described in '**SCHEDULE I**' hereunder).
- F. Building A1 initially consisted of parking + ____ floors having total ____ flats totally adm. ____ Sq. Mtrs. carpet and ____ Sq. Mtrs. attached terraces and balconies

- G. Building A2 initially consisted of parking + ____ floors having total ____ flats totally adm. ____ Sq. Mtrs. carpet and ____ Sq. Mtrs. attached terraces and balconies
- H. That during implementation of the said scheme the promoters proposed future development in form of -
- (i) ____ flats on additional ____ floor totally adm. ____ Sq. Mtrs. in building/ wing No. ____
 - (ii) ____ flats on additional ____ floor totally adm. ____ Sq. Mtrs. in building/ wing No. ____
- I. According to sanctioned plans promoter completed the construction of Wing A1 having P + ____ floors and Wing A2 having p + ____ floors and obtained Occupancy Certificate bearing No. BCO/6/OC/49 dated 22/10/2007 and BCO/06/OC/86 dated 30/3/2008 from Pune Municipal Corporation.
- J. That promoters handed over possession of units to the purchasers and thereafter formed a Co - Operative Housing society of units holders in the scheme 'Janki Rainbow' under the name and styled as 'Janaki Rainbow Co. Operative Housing Society Ltd.' i.e. Owner Society herein vide registration No. PNA/PNA/(4)/ HSG/(TC)/9576/ 2008-2009 dated 29/11/2008.
- K. Promoters executed the final conveyance of the land adm. 4500 Sq. Mtrs. bearing S. No. 165 alongwith two buildings thereon consisting of 31 flats having total built up area adm. 2436.84 Sq. Mtrs., Open Space adm. 328.36 Sq. Mtrs., Amenity Space adm. 25 Sq. Mtrs. excluding balance FSI adm. 25.86 Sq. Mtrs. in favour of the owner society herein on 26/3/2016. The said Conveyance Deed is registered in the office of Sub Registrar Haveli No. 22 at Sr. No. 4723/2016.
- L. According to express terms mentioned in the said Conveyance Deed:-
- a) Despite the conveyance in favour of the society, the promoters shall be entitled to carry out additional construction on existing A - 1 building and construction of a bungalow/ units (as per proposed plan)
 - b) Said Additional construction on A - 1 building and a construction of a bungalow/ units (as per proposed plans) strictly for residential purpose and in accordance with Rules and Regulations.

c) Promoter shall complete the additional construction of building A - 1 within stipulated period.

M. The following potential is available from and out of the layout of S. No. 165 after excluding the existing buildings thereon -

FSI/ Potential	Source/ details	Proposed additional construction

N. Thus after excluding the standing buildings and FSI consume therefore the (i) FSI generated from land adm. ____ Sq. Mtrs., (ii) the potential to obtain and utilize the FSI by payment of premium or from other property and to float the same upon said property. Thus by utilization of said additional FSI the promoters are entitled to carry out construction of (i) Floor No. _____ in Building A1 comprising flat No. _____ adm. _____, Flat No. _____ adm. _____, (ii) Floor No. _____ in Building A2 comprising flat No. _____ adm. _____, Flat No. _____ adm. _____, (the said additional units on __th and __th floor on building A1 form Phase II of the project Janki Rainbow which is more particularly described in Schedule II hereunder and shall be referred to as ‘SAID PROJECT’)

O. That promoter prepared and got sanctioned the revised plans of the building from Pune Municipal Corporation vide Commencement Certificate No. _____ dated _____ (hereinafter referred to as the ‘Revised Sanctioned Plans’)

P. The Promoters have appointed the Architect of the Said Scheme Mr. _____, who are duly registered with the Council of Architects,

Q. The Promoters have also appointed the structural Engineer _____ for structural designs and drawings of the building/s and

the Promoters have accepted professional supervision of the Architects and the structural Engineers for the said project,

- R. The Promoters have obtained the title certificate in respect of the said Property and the said Scheme thereon, from the advocate;
- S. The Promoters, herein, are absolutely entitled to implement the said Scheme and to sell the proposed units therein on ownership basis;
- T. The Purchaser is aware of the fact that the promoter has entered or will enter into similar and/ or separate Agreements with several other Purchasers, person and parties in respect of flats in the said building/ project;
- U. At the time of booking of the apartment and issuing the Allotment Letter, the promoters provided to purchaser the following documents and details as required by the provisions of Sec. 11 (3) of the Real Estate (Regulation and Development) Act, 2016;

Sr. No.	Document/ Details	Remark
1.	Sanctioned Building Plans	Commencement Certificates as detailed in para no. 'D' above, sanctioned as well as future alterations and additions
2.	Layout Plans	Sanctioned as well as future development
3.	Specifications	Of - (i) Apartment and Building, (ii) said Project,
4.	Provisions for civic infrastructure like (i) Water through paid water tanker supply, (ii) sanitation by way of connecting the drainage line to municipal main drainage lines, (iii) Electricity by way of transformer, meter connections	Promoters plan to provide the potable and domestic use water through municipal water supply as well as borewell and in case the same falls deficient then the water shall be purchased by occupants and the organization
5	Plans of Future development	

- V. The promoters have provided to the allottee the following documents:

Document	Details/ Remark	Annexed with Agreement as
7/ 12 extract showing the ownership to records	S. No. 165	'B'
Documents showing the rights	Index II of Development	'___'

of the Promoters	Agreement as detailed in para no. 'B' above	
Title Certificate issued by Advocate _____	From year 1930	'C'
authenticated copies of the plans of layout as approved by Pune Municipal Corporation	_____	'A1'
authenticated copies of the plans of the Building approved by Pune Municipal Corporation	_____	'A2'
NA Order	PRH/ NA/ SR/304/2003 dated 20/3/2004	'D'
Plan showing said apartment		'E'
Maintenance Items		'F'

W. TERMS OF SANCTION BINDING UPON PURCHASER/S :- The allottee has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be strictly binding on the allottee.

The allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall be binding on the allottee and that the allottee shall not hold the developer responsible for such contrary conditions. Further the terms of sanction require and may require certain compliances during occupancy which shall be carried out, looked after and observed by the purchasers, occupants and organization of occupants.

X. Arrangement regarding Organization :-

The said project Janki Rainbow Phase II comprises of Floor No. ____ of Building A1 and Floor No. ____ of building A2. The promoters have already formed the organization of unit holders in building A1 and A2 under the name 'Janki Rainbow Co. Op. Hsg. Soc. Ltd.'. The purchasers of the unit in phase II shall be admitted as the members of the existing Janki Rainbow Co. Op. Hsg. Soc. Ltd. As well as after completion of the construction supplementary deed of conveyance in respect of phase II shall be executed in favour of Janki Rainbow Co. Op. Hsg. Soc.

Y. The purchaser also conveyed by said application that, purchaser is interested for allotment of the apartment on the basis of brochures and personal inquiry at the site.

Z. It is also clarified between promoter and purchaser that there is no agency for the present transaction between the parties.

AA. INTERPRETATION AND DEFINITIONS:

- (i) **'ACT'** :- Real Estate (Regulation and Development) Act, 2016
- (ii) **'RULES'** :- Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017
- (iii) **'AUTHORITY'**:- Real Estate Regulatory Authority established under Sec. 20 (1) of RERD Act.
- (iv) **'CARPET AREA'** :- Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (v) **'INTEREST'**:- @ 2% more than the highest marginal cost of lending rate of State Bank of India wherever there is provision of payment of interest throughout the agreement payable by any one party to the other party. However in the event of delay in payment of installment the amount towards Goods and Services Tax requires the payment of penal interest @ 18% per annum for the period of delay.
- (vi) **'DEMAND CUM TERMINATION NOTICE'** :- Any notice, letter, communication in writing issued by promoter to purchase thereby demanding the outstanding dues with interest, costs, charges etc. and further conveying that in event of default to comply the demand the agreement shall stand terminated. Such demand cum termination duly issued by registered post acknowledgement due at the address mentioned in caption of this agreement or changed address duly intimated by purchaser.
- (vii) **'DUE SERVICE OF NOTICE/ COMMUNICATION'** - Any communication by one party to the other by e-mail at the id provided in this agreement or on the web page of the said project and on the website of the Authority. Such communication may be by issuance of registered letter at the address given in the agreement or changed address (duly intimated). Returning of the postal letter with remark 'left address', 'not claimed', 'intimation delivered' shall be deemed due service.

- (viii) Each of the provisions of this agreement, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- (ix) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- (x) All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.
- (xi) The terms used in the agreement shall have same meaning as defined by RERD Act and Rules thereunder.

The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.

BB. That the said project is registered with RERA Authority vide registration No. _____

CC. Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS UNDER:-

1) PRINCIPAL COVENANT BY PROMOTER AND PURCHASER :-

- i) The promoter has carried out/ shall carry out the construction of building and the said project as described in 'SCHEDULE II' hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.

- ii) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act.
- iii) Purchaser shall be entitled to said apartment only upon compliance of terms and conditions appearing in this agreement.
- iv) Purchaser shall be bound to adhere to the terms regarding timely payment of consideration.
- v) Purchaser shall be entitled to said apartment only and the compliances as laid down by said Act and all the balance units, areas shall be absolute property of the promoters
- vi) The defect liability of the promoter shall be strictly subject to compliance by the purchaser regarding timely and standard maintenance and upkeep by the purchaser/s and/ or their organization.
- vii) The sale of the said Apartment is on lumpsum basis only and the measurements of the Apartment shall be on basis of carpet as contemplated by said Act.
- viii) Despite such verification in event of any difference (subject to fluctuation cap of 3%) the report of Architect shall be relied upon.

2) **PRINCIPAL AGREEMENT :-** The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment in the said project, as detailed below :-

Building	" Janki Rainbow Phase II"
Apartment No.	503
Floor	5 th Floor
Carpet Area	
Sq. Mtrs.	96.51
Sq. Ft.	1039
Area of enclosed Balconies	
Sq. Mtrs.	—
Sq. Ft.	—
Area of adjoining terrace	
Sq. Mtrs.	4.66
Sq. Ft.	50.16
Adjoining Dry Terrace Area	
In Sq. Mtrs.	
In Sq. Ft.	
Parking Lot No.	
Area adm.	_____ (Sq. Mtrs.)

--- hereinafter referred to as "Said Apartment" and more particularly described in 'Schedule III' hereunder

The details of common areas etc. for useful enjoyment of said apartment are as under:

DETAILS	SCHEDULE/ ANNEXURE
Specifications	Schedule IV
Nature, extent and description of the common areas and facilities	SCHEDULE V (A)
and restricted areas and facilities	SCHEDULE V (B)
External Development Works	SCHEDULE VI (A)
Internal Development Works	Schedule VI (B)

3) CONSIDERATION AND MANNER OF PAYMENT : -

- i) That the total consideration / price of the said flat has been agreed @ Rs. _____/- (Rs. _____). From and out of said total consideration the purchaser has already paid to the promoter a sum of Rs. _____/-. Said consideration has been agreed as lumpsum price of bare apartment/ unit and excludes the taxes, duties, as detailed hereunder. The said price has been arrived at keeping in mind the promise of the purchaser to make the timely payment as mentioned hereunder.
- ii) **MANNER OF PAYMENT:** That the purchaser/s shall pay the abovementioned consideration amount in the following manner:

Sr. No.	Payment Stage	Percentage of Total amount	Amount (Rupees)
1	Before the execution of the these presents(Booking Amount)	10 %	
2	On casting of Plinth work	___ %	
3	On casting of ___ Slab	___ %	
4	On casting of ___ Slab	___ %	
5	On casting of ___ Slab	___ %	
6	On casting of ___ Slab	___ %	
7	On casting of ___ Slab	___ %	
8	On casting of ___ Slab	___ %	
9	On casting of ___ Slab	___ %	
10	On casting of ___ Slab	___ %	
11	On completion of Brick work	___ %	
12	On completion of Plaster	___ %	
13	On completion of Flooring	___ %	

14	On fixing Doors, Windows & finishing	___ %	
15	On completion of Plumbing, Electrical & Painting	___ %	
16	On Promoters intimating to the Purchaser/s that the unit is ready for use and occupation	___ %	
	Total Payment	100 %	

iii) **PROVISION FOR PAYMENT OF TDS:** That the present transaction being for the value more than Rs. 50,00,000/-, the provisions of Income Tax Act require the amount @ 1% to be deducted and paid to Income Tax Department as and by way of TDS. The purchaser shall pay off the amount towards TDS before one month from the date of Registration of Agreement to sale deed of the said unit and shall produce the proof of payment thereof and upon furnishing such proof, the Promoters shall pass the receipt for the amount of TDS as being the part of the consideration. The TDS shall be paid for and at instance of and in name of **“M/s. Janki Constructions”**

iv) **MODE OF PAYMENT:** That the amount towards the net price of the flat shall be paid by instrument drawn in name **“M/s. Janki Construction”** while the amount towards taxes, charges, maintenance, Co. Operative Housing society formation charges, Goods and Services Tax, stamp duty, registration, maintenance, extra works in specific unit and such other taxes and levies shall be paid in name of **“M/s. Janki Construction**
_____”

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of **“M/s. Janki Construction”** payable at Pune.

v) **APPROPRIATION OF RECEIPTS :-**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding including but not limited to price of the apartment, payment towards taxes, levies, charges, services, extra items, legal compliances

etc. as agreed under this agreement, if any, in his/ her name as the Promoter may in his sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in the manner adverse to the interests of the Promoter.

vi) THE PROMOTER SHALL BEAR THE EXPENSES OF THE FOLLOWING -

- (a)** The legal, consultant's fee, typing and incidental expenses of this agreement excluding stamp duty, registration fee and expenses.
- (b)** The MSEDCL meter deposit, transformer charges (if any), common meter installation charges.

vii) TAXES, CHARGES, DUTIES Etc.:-

- (a)** As stated above the price of the said Apartment has been fixed as of bare apartment and on lumpsum basis, the same does not include any of the taxes, duties payable on the transaction. The allottee hereby agrees to pay the taxes such as Goods and Services Tax and Cess or any other similar taxes which may be levied in connection of construction of and carrying out the made project payable either by the promoter or the purchaser upto the date of handing over the possession of the apartment.

- viii) ESCALATION:-** 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 agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand.

The promoter may charge the allottee separately for any upgradation/ changes/ extra work specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Authority.

ix) **DELAY IN PAYMENT AND CONSEQUENCES:-**

- (a) Without prejudice to the right of promoter to charge interest for the period of delay as detailed hereunder, on the Allottee committing default in payment on due date of any amount/ installment 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), the promoter shall at his own option be entitled to, terminate this agreement.
- (b) Provided that, Promoter shall issue to the allottees such notice demanding the outstanding towards price, the pending Goods and Services Tax and applicable interest thereon within fifteen days of the receipt/ deemed receipt thereof, by Registered Post AD at the address appearing in this agreement and any other address provided by the allottee as his registered address in writing and mail at the 'e-mail address' provided by the Allottee, of the intention of the promoter to terminate this Agreement and of the specific breach or breaches of terms and conditions leading to proposed termination. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter, in the notice within the period of notice then at the end of such notice period the agreement shall stand terminated by very operation of the notice itself and no separate order, notice, letter, communication etc. be required.
- (c) Provided further that within thirty days from termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amount received under the agreement subject to deduction of - (a) administrative charges of Rs. 25,000/-, (b) the amounts actually incurred by promoter for execution and registration of agreement, (c) the amount incurred for Taxes, Stamp Duty, Registration, Goods and Services Tax etc., (d) charges of notice and such other actual charges.
- (d) **Manner of refund:** Upon receipt/ deemed receipt of notice and after expiry of the period mentioned in 'termination notice' for rectifying the breach the Agreement shall stand terminated automatically and promoter shall be entitled to deal with the said Flat immediately thereafter.
- (e) The 'notice of termination' shall be exhaustively stating the manner of refund including inviting the purchaser to receive back the amount by execution of 'confirmation of cancellation/ termination of agreement' and such other documents. Hence upon expiry of the notice period the purchaser shall be bound to receive back the amount either by transfer via

RTGS/ NEFT/ cheque deposit by promoter in the account of the purchaser according to details provided by purchaser.

- (f) In the event of failure of attempt to return the amount to the customer, the promoter shall deposit the said amount in a separate account opened for that purpose. The amount in such account along with interest accrued thereon is payable shall be paid to the purchaser.
- (g) The compliance regarding refund by promoter by way of attempt to pay the amount by RTGS to the account provided by purchaser and in case of failure to do so then deposit of amount in a separate account shall be deemed as complete compliance by purchaser for refund of amount received.
- (h) After such termination the purchaser shall not have any right in the said Apartment except the claim of refund of the amount paid and the fresh/ other sale of the apartment to any prospective purchaser shall no amount to legal wrong of any type.

x) INTEREST ON UNPAID DUE AMOUNT:-

- (a) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with quarterly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment.
- (b) However, the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, to terminate the agreement unless such tender is within the time stipulated in the 'Demand cum Termination Notice' nor shall it be construed as condonation of delay by the Promoter.
- (c) The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.
- (d) The promoter shall have the lien of the unpaid due amount towards price, interest for delay, taxes, costs, charges due to promoter from purchaser under terms of this agreement and the promoter shall have valid and legal right to hold back the delivery of possession of the apartment, original documents, receipts, certificates, clearances etc. in respect of the said flat and services under this agreement till actual

payment of all such dues. Delay in delivery of on account of default on part of purchaser shall not entitle the purchaser to any costs, charges, compensation etc.

(e) Further, during the period of such delay in payment of dues the rights, authorities and powers of the purchaser to enforce terms of this agreement as well as to exercise the rights of purchaser such as to demand the timely completion of stage of construction etc. shall stand suspended.

xi) MODUS TO PAY INSTALLMENTS:-

(a) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation.

(b) The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with additional amount towards the Goods and Services Tax and such other taxes, cesses, charges etc.

xii) VOLUNTARY ADVANCE PAYMENT:-

Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc on behalf of Allottee. As well as in the event of demand by purchaser to receive the additional amount/ payment in advance for the financial adjustments, tax planning etc. of the purchaser then such amount shall be received against next/ future installments and as voluntary payment on part of the purchaser and the promoter shall not be liable to pay any interest etc. against the same.

xiii) MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

(a) The Promoter shall confirm the final carpet area that has been allotted to the Allottee at the time of delivery of possession i.e. after completion and issuance of occupancy certificate, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.

(b) Promoters shall be entitled to withhold the delivery of possession till actual payment for the additional area irrespective of date of possession mentioned above.

(c) In the event of any difference between the carpet area mentioned in the agreement and actually confirmed by promoter after completion (subject to variation cap of 3%) then the total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any deficit (subject to fluctuation of 3%) in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee till the date of actual payment. 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 at the same rate and without any interest. All these monetary adjustments shall be made at the same rate as per square meter rate as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

(c) DIFFERENCES/ DISPUTE AS TO AREA AND RESOLUTION:

(i) That in case of absence of consensus regarding measurement of area of the apartment the points of difference shall be reduced into writing by the parties and shall be referred to Architect of the Project;

(ii) The Architect of the Project shall act as 'Mediator/ Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996;

(iii) The mediator/ conciliator shall, after notices to parties, conduct a single hearing wherein the parties shall be entitled to submit their written and oral submissions, in person or through representative/ advocate;

(iv) After hearing the project Architect shall record the points of difference, his opinion thereon and shall make endeavour to resolve the dispute amicably.

(v) In the event the dispute is not amicably resolved then the Project Architect shall guide the parties to appoint an Arbitrator and after consent of parties shall refer the Parties alongwith the proceedings of such Mediation / Conciliation to Arbitrator.

(d) Notwithstanding anything contrary contained herein, the allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid dues

payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, Goods and Services Tax and other taxes payable under this agreement in respect of said apartment to the promoter.

4. ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES :-

PURCHASER HEREBY ACKNOWLEDGES THAT,

- a) The promoter has disclosed the detailed information as required by provisions of Sec. 11 (3) of the said Act vide the Letter of Allotment
- b) Promoters have displayed at the site:
 - (i) Sanctioned Layout and Building Plans,
 - (ii) Future proposed Layout Plans and Building Plans;
 - (iii) Specifications of the Apartment, Building and Project
- c) Promoters have disclosed in the Allotment Letter as well as in Schedules of this Agreement the stage wise schedule of completion of the project including provisions for civic infrastructure like water, sanitation and electricity
- d) The promoters have disclosed all the documents about title to the land, encumbrances, search and title report,
- e) The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in schedule V (A).
- f) The disclosure regarding the utilization of FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

Purchaser/s hereby state that after thoroughly verifying the above disclosures and details about future development the purchaser has/ have entered into a present agreement.

5. DELIVERY OF POSSESSION AND TERMS INCIDENTAL -

- i) **TIME IS THE ESSENCE** for the Promoter as well as the Allottee as far the delivery of possession and payment of instalments is concerned. 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 of the allottees after receiving the Occupancy Certificate from the concerned Planning Authority.

ii) **DATE :-**

- (a) The promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said apartment to the purchaser on or before _____ of _____ year _____.

Provided that in the event the promoters succeed to complete the construction of the said apartment and building and obtain Occupancy Certificate at any time prior to appointed date mentioned above and intimates the purchaser to take possession, then the purchaser shall be bound to take possession of the said apartment on such intimated day. In event of failure to take possession on prior date shall make purchaser liable to bear the charges of maintenance, outgoings in respect of the said apartment.

Provided further 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, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,
- (ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.
- (iii) any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit purchasers.
- (iv) Delay on part of purchaser to pay the outstanding dues, charges, costs etc.
- (v) Failure on part of purchaser to receive possession despite written intimation by the promoter.

- (b) **Extension of time for delivery of possession** as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carries out by the promoter as per sanction plan due to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the Authority.

Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the

Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

That the details of the time schedule for completion of the various stages of construction and development of external and internal development works shall be as detailed in Schedule VI (A) and VI (B) .

Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co - habit in the unit'. While the other works shall be carried out in due course. However in event the purchaser creates any hurdle to complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

iii) PROCEDURE-

- (a)** 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 30 (thirty) days from the date of issue of such notice;
- (b)** the Promoter shall thereafter handover the possession of the Apartment to the Allottee on the appointed date and time conveyed by the notice mentioned above.
- (c)** The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

- (d) On and from the expiry of 30th (thirtieth) day from the issuance of the intimation to take possession, the purchaser shall be liable to pay the maintenance, taxes, duties, charges, cess etc. payable in respect of the said apartment.

(e) THE PURCHASER SHALL AT THE TIME OF RECEIVING POSSESSION -

- (a) Execute the acknowledgment of possession of the apartment, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- (b) Purchaser shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment purchasers, maintenance and upkeep of the common amenities, facilities and areas.

6) MAINTENANCE :-

- (a) That the purchaser and organization of purchasers in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the apartments and building

(b) Such maintenance shall be taken over by the organization of unit holders after final conveyance of the building to the organization by way of Deed of declaration and subsequent Deed of Apartment under Maharashtra Apartment Ownership Act, 1970.

(c) However during the period i.e. from delivery of possession of the apartment till final conveyance of the building the maintenance shall be looked after by the promoters from contribution to be received from purchasers.

(d) The purchaser shall at the time of delivery of possession of the apartment pay to the promoter the advance maintenance of Rs. _____/- from the date of delivery of possession till handing over of the maintenance affairs to the co. Op. Hsg. Soc. of unit purchasers or exhaustion of maintenance fund whichever is earlier.

(e) The promoter shall deposit the entire amount of maintenance in a separate account opened for that purpose and shall utilize the same for

maintenance of the building till handing over maintenance affairs to the society. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount.

7. Formation of Organization -

- (a) As detailed above that the promoters have already formed Janki Rainbow Co. Op. Hsg. Soc.
- (b) The purchaser herein shall become the member of said society.
- (c) After completion of Phase II the Supplementary Deed of Conveyance shall be executed in favour of Janki Rainbow Co. Op. Hsg. Soc. in respect of Phase II.
- (d) It is also agreed that the ownership and entitlement of owner society shall not adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold apartments, units etc. Thus despite there already being the co-operative housing society of unit holders who is owner of the land and building the promoter shall be entitled to -
 - (a) carry out the balance construction
 - (b) revise the layout and building plans,
 - (c) sell the units in the balance buildings,
 - (d) utilize the balance FSI of the entire layout as well as the potential to utilize such balance FSI of the entire layout

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- i. **THE PROMOTER HEREBY COVENANTS THAT**, Title to the land whereupon the project is being implemented is clean, clear and marketable;
- ii. The Promoter has valid and legal rights and interests to carry out the project of development and sale of units upon the said property;
- iii. Promoter 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 implementation of the Project;
- iv. The Promoter has 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;
- v. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

vi. 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;

vi. 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;

vii. 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;

viii. 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;

ix. 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;

x. At the time of execution of the conveyance deed of the structure to the society of unit purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the said phase to the society of the Allottees in working conditions having subsisting licenses, permissions as well as maintenance contracts and the responsibility to maintain and repair the same, thereafter, shall be with the society;

xi. 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 till final conveyance of the building ;

xii. 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.

xiii. DEFECT LIABILITY :-

(a) 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 his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided that the warranty given above shall be valid only if -

(i) The Allottee/s don't/ doesn't not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limited to columns, beams etc. or in the fittings therein,

(ii) Allottee don't/ doesn't make any alterations 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 the water.

(iii) Allottee/ organization of allottees shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought out items or services;

(iv) The defects, repairs such as - leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and off loading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.

(v) Further the defects and damages arising out of the unauthorized works by purchaser or organization without written permission of the promoter and lack of maintenance shall automatically nullify the warranty given hereby.

(vi) The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on part of the Promoter, and shall

not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

(vii) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

(viii) Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

(ix) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

(x) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree *C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

(xi) **DIFFERENCES RESOLUTION:** The issue of defect liability shall be firstly referred to the Architect of the Project who shall act as 'Mediator' / 'Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996 and in case of amicable non-resolution to the Arbitrator as detailed in para no. 3 (xii) (c) above.

10. FIXTURE AND FITTING - The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the promoter in the said building and the apartment as are set out in **Schedule III** hereto.

11. 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

ii) Not to 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.

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 in this behalf, the Allottee 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 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.

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 Promoter and/or the society or the Limited Company.

vi) 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.

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 project land and the building in which the Apartment is situated.

viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.

x) The Allottee 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 to the Promoter under this Agreement are fully paid up.

xi) The Allottee shall observe and perform all the rules and regulations which the Co. Op. Hsg. Soc. or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 Federation 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.

xii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Co. Op. Hsg. Soc., 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.

xiii) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Co. Op. Hsg. society of Unit Holders, 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 project land or any part thereof to view and examine the state and condition thereof.

xiv) After conveyance not to object the promoter to carry out balance works of development or the balance works in the entire project as well as to sell the unsold units/ apartments.

xv) PERMISSIBLE USE - The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying on any industry or business. He shall use the parking space as may be allocated by mutual consent of all the unit holders or by organization, only for purpose of keeping or parking vehicle.

xvi) It is expressly given to understand to the purchaser that the warranties against defect liabilities shall be valid and enforceable provided the purchaser and/ or the organization of purchasers comply all the requirements mentioned above strictly.

xvii) In the project multi-storeyed high rise buildings/ wings are under construction and considering to maintain the stability of the building/ wings and internal structures herein specifically informed by the consultant of the promoter not to allow any internal changes. Hence there shall not be any customization permitted inside the said apartment. Changes such as Civil, Electrical, plumbing etc. shall not be allowed even during construction and till delivery of possession.

xviii) shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.

xix) The responsibility of the promoter regarding title of the land shall be till the final conveyance.

xx) That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non observance or non - performance of such obligations given specifically herein to the allottee.

xxi) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee That nothing herein contained shall construe as entitling the allottee any right on any of adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

xxii) It is agreed by the purchaser/s that the said Scheme/ Project has been Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, Green Belt Development, Wet Garbage Treatment Plant, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the purchasers and organization of purchasers undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the society and unit holders and the promoters shall never be held responsible for the same.

xxiii) Purchaser/s is/ are aware that the project situates within the limits of Pune Municipal Corporation and promoters shall obtain the water connection as is permissible. However in case of inadequate supply the water shall be required to be procured from other sources such as bore well, purchased water tanker. The purchaser and the Organization of Purchasers shall pay requisite charges to

procure adequate water and facilities for storage and supply other than storage facilities provided by the promoter.

12. NAME OF THE PROJECT/ BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “JANKI RAINBOW PHASE II” and building will be denoted by letters or name ‘JANKI RAINBOW PHASE II’ or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

13. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of formation of the Co. Op. Hsg. Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilise the same as contemplated and permitted under the said act and rules and regulations made thereunder.

14. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The allottee hereby agreed to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given (limited) common areas/ facilities, the use of the Common Ares/ Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the society of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the society of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure F.

15. 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 said 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.

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to the promoter for the same save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allottee for which consideration has been dispensed.

16. WAIVER NOT A LIMITATION TO ENFORCE

- 16.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 16.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

17. ARRANGEMENTS REGARDING PARKING SPACES -

The Purchaser herein proposed to the Developer that, the Parking Space provided as per the plans sanctioned by the Pune Municipal Corporation and which is to be utilized by the unit/Flat purchasers in the said building project

i.e. **Janki Rainbow Phase II** for parking of their vehicles may be designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchaser the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers. Accordingly a covered/ open parking space has been earmarked for the said flat. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only allocation for better management of the parking space amongst all the flat purchasers without any exclusive claim of whatsoever nature over the parking space. Subject to this condition the Developer has agreed to earmark / allocate one car parking space (Open / covered) in the said building project to be used by the Purchaser herein for parking his / her / their vehicle subject to the final conveyance deed of the said property and building constructed therein in favour of the Society of all the flat purchasers in the said building project.

18. NON OBSTANTE CLAUSE - 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.

19. DISPUTE RESOLUTION:

- a) Any dispute/ difference relating to terms of this Agreement shall be firstly referred to Project Architect who shall act as the 'mediator/ conciliator';
- b) The mediator shall call upon parties to submit their written claims, replies and objections;
- c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
- d) In case of mutual resolution the mediator shall reduce the terms in form of 'Settlement Agreement' as provided by provisions of Arbitration and Conciliation Act, 1996;

- e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
- f) the mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented to by the parties

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

However, in the event the mortgage bank compels to create charge on the entire project then in such event the no dues no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.

21. BINDING EFFECT -

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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.

22. Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

23. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

24. That the allottee has not given any third party any rights to enforce this said agreement unless there is formal and legal transfer of the unit/ apartment by registered agreement after compliance of all the terms and conditions of this agreement

25. 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/plot/building, as the case may be.

26. RIGHT TO AMEND

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

27. 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.

28. 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 Apartments in the Project.

29. 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.

30. PLACE OF EXECUTION

The execution and Registration of this Agreement shall be at Pune.

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

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

Name of Allottee

(Allottee's Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

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

33. JOINT ALLOTTEES

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

34. STAMP DUTY AND REGISTRATION:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

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

36. GOVERNING LAW

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

37. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

Details of Schedules and Annexures

SCHEDULE	PARTICULARS
Schedule I	Said Entire Project
Schedule II	Said project/ Scheme
Schedule III	Said Apartment
Schedule IV	Specification
Schedule V (A)	Common Amenities and Facilities
Schedule V (B)	Limited Common Areas and facilities
Schedule VI (A)	External Development Work
Schedule VI (B)	Internal Development Work
Details of Annexures	
Annexure A 1	Copy of Layout
Annexure A 2	Copy of building plans
Annexure B	7/12 extract/ Property Card
Annexure C	Title Certificate
Annexure D	NA Order
Annexure E	Floor Plan showing said apartment
Annexure F	Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance
Annexure G	Plan for future development
Annexure H	Index II of Development Agreements
Annexure I	Society Registration Certificate

SCHEDULE I

(of the ‘SAID ENTIRE PROJECT’)

Ownership Units scheme ‘JANKI RAINBOW’ comprising of Building A1 (utilized FSI adm. _____ Sq. Mtrs. and FSI to be utilized adm. _____ Sq. Mtrs.) and Building No. A2 (utilized FSI adm. _____ Sq. Mtrs. and FSI to be utilized adm. _____ Sq. Mtrs.) upon land bearing Survey No. 165 adm. 45 Ares assessed at Rs. 3 Paise 75 situated at Village Baner, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation and the said S. No. 165 is bounded as under:

On or towards East	:	Odha,
On or towards South	:	Property from S. No. 164
On or towards West	:	property from S. No. 164 and Road,
On or towards North	:	Odha and property from S. No. 161

SCHEDULE II

(of the ‘SAID PROJECT’)

Ownership units scheme ‘JANKI RAINBOW PHASE II’ comprising of _____+ _____ floors comprising of (i) floor no. _____ of building A1 consisting _____ residential units having FSI adm. _____ Sq. Mtrs. and (ii) floor no. _____ of building A2 consisting _____ residential units having FSI adm. _____ Sq. Mtrs Survey No. 165 adm. 45 Ares assessed at Rs. 3 Paise 75 situated at Village Baner, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation.

SCHEDULE III

(of the ‘said apartment’)

Building	“Janki Rainbow Phase II”
Apartment No.	503
Floor	5 th Floor
Carpet Area	
Sq. Mtrs.	96.51
Sq. Ft.	1039
Area of enclosed Balconies	
Sq. Mtrs.	—
Sq. Ft.	—
Area of adjoining terrace	
Sq. Mtrs.	4.66

Sq. Ft.	50.16
Adjoining Dry Terrace Area	
In Sq. Mtrs.	
In Sq. Ft.	
Parking Lot No.	
Area adm	_____ (Sq. Mtrs.)

SCHEDULE IV
(SPECIFICATIONS)

a. DOORS & WINDOWS

- Powder coated aluminium sliding windows/doors in all rooms
- Mosquito net and MS grills to bedroom windows
- Main door with skin, brass fitting and panel or equivalent
- All internal laminated/prefinished doors

b. ELECTRICALS

- Concealed electrical copper wiring with circuit breakers
- Earth leakage circuit breakers in main electrical panel
- Adequate electrical points in each room
- Premium quality switches in all rooms
- Provision for inverter
- Provision for TV & AC in master bedroom
- Provision for Intercom Facility

c. VALUE ADDITIONS

- Superior internal OBD wall finish
- Gypsum/POP walls and ceiling

d. BATHROOMS

- A combination of tiles for bathrooms till lintel level
- White sanitary ware
- Hot/cold external shower mixer
- Concealed plumbing with premium quality pipes

e. FLOORING

- Vitrified tile flooring in all rooms
- Anti-skid flooring for terraces

f. KITCHEN

- Kitchen platform with granite top with stainless steel sink with tap
- Kitchen Dado wall tiles up to 1'6'' height
- Plumbing point provisions for water purifier and washing machine
- Provision for exhaust fan & refrigerator.

NOTE: The promoters reserve the rights to change any of the above contents as and when required.

SCHEDULE V (A)
(COMMON AMENITIES AND FACILITIES)

Item	Date of Completion
Power backup for lifts and common area lighting.	
Internal concrete/tar road with tree plantation.	
Decorative name board and entrance lobby.	
Letter box for each flat.	
CC TV and Intercom Facility	
Fire fighting system	
Water treatment plant	
Sewage treatment plant	

SCHEDULE V (B)
(LIMITED COMMON AREAS AND FACILITIES)

- 1. Partition walls between the two units shall be limited common property of the said two units.
- 2. Top Terrace
- 3. Passages
- 4. Accesses

The above areas shall be available for common use of all the occupants.

SCHEDULE VI (A)
(EXTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Water Supply System	
Sewage and drainage system	

Electricity Supply and transformer	
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SCHEDULE VI (B)
(INTERNAL DEVELOPMENT WORKS)

Item	Period of completion
Water Supply	
Sewers	
Drains	
Tree planting	
Street Lighting	

ANNEXURE - F

Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance.

Water pump
Electrical System
Common lights, passage lights,
Water Supply
Lift maintenance
Security
Sweeper and cleaning of common areas
Garbage Collection
Common Electricity
Common Amenities - Moonlight Cinema , Party Lounge , Infinity Sky Pool , Yoga Meditation Arena

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.

Name	Thumb	Signature
M/S. JANKI CONSTRUCTIONS Through its Proprietor, MR. MAHESH PANDURANG BHAGWAT PROMOTER		PARTY OF THE FIRST PART
MRS. ANITA GANGADHAR JOSHI PURCHASER		PARTY OF THE SECOND PART
Mr. Jaywant Bhaguji Murkute, 2) Mr. Yashwant Bhaguji Murkute, 3) Smt. Anjanabai Balwant Murkute, 4) Mr. Ravi Balvant Murkute, 5) Mr. Raju Balwant Murkute, 6) Mrs. Baby Suresh Murkute, 7) Mrs. Bhima Shankar Padalghare, 9) Mrs. Usha Amruta More, 10) Mr. Bhagwan Bhaguji Murkute, 11) Mrs. Kamal Jaywant Murkute, 12) Mr. Vasant Jaywant Murkute, 13) Mr. Dattatraya Jaywant Murkute, 14) Mrs. Rakhamabai Jaywant Murkute, 15) Mr. Bhaskar Yashwant Murkute, 16) Mr. Dinkar Yashwant Murkute, 17) Mrs. Kayana Ramidas Saste, 18) Mrs. Rohini Ashok Chawan, 19) Mrs. Shakuntala Bhagwan Murkute, 20) Mr. Vijay Bhagwan Murkute, 22) Mr. Atul Bhagwan Murkute, 21) Mr. Sanjeev Bhagwan Murkute, through their duly constituted Power of Attorney Holder M/S. JANKI CONSTRUCTIONS Through its Proprietor, MR. MAHESH PANDURANG BHAGWAT Consenting Party		Party of the third part

Witnesses

1.

Sign:

Name

Add:
2.

Sign:

Name:

Add: