



**SHREE**

**AGREEMENT**

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Project Name : **“STAR CITY”**  
Wing No. : **“ \_\_\_\_\_ ”**  
Floor No. : **“ \_\_\_\_\_ ”**  
Flat No. : **“ \_\_\_\_\_ ”**  
Village : Dudulgaon  
Survey/Gat No. : Gat No. 94 Hissa No. 1 & 4.  
Annexure-“A” : Approved Plan of the Flat  
Annexure-“B” : Specification of the Flat

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**THIS AGREEMENT is** made and executed at Pune on this \_\_\_\_\_  
day of \_\_\_\_\_ in the Year **2017**.

**BETWEEN**

**M/s. RAJMATA CONSTRUCTIONS**

**( PAN – AAOFR6136N )**

A Duly Registered Partnership Firm

Having its Registered office at : S.No. 208/2A,  
Pimpri, Pune – 411018.

**Through its Authorized Partner,**

**SHRI KAMAL JAIKISHAN JETHANI**

Age: About 30 Years, Occupation: Business

R/at : Sindh Society, Aundh Pune-411007.

**HEREINAFTER** referred to as the “**DEVELOPERS**”. (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the said Partnership Firm and its Partners, their survivor, their heirs, their executors, administrators, agents and assignees)

**AND**

**SHRI DADABHAU BABAN VAHILE**, Age: 60 Years, Occ: Agriculture, 2). **SHRI SADASHIV MAHADU VAHILE**, Age: 60 Years, Occ: Agriculture 3) **SHRI DINANATH MAHADU VAHILE**, Age: 58 Years, Occ: Agriculture, All Through Their Constituted Attorney & Developer M/s RAJAMATA CONSTRUCTIONS, A Duly Registered Partnership Firm, Having its office at : S.No. 208/2A, Pimpri, Pune – 411 018. **Through its Authorized Partner, SHRI KAMAL JAIKISHAN JETHANI**, Age: 30 Years, Occ: Business, R/at : Sindh Society, Aundh Pune-411007.

**HEREINAFTER** referred to as the “**OWNER CUM CO-DEVELOPERS**”. ( Which expression shall unless it be repugnant to the context or meaning thereof mean and include themselves, their respective heirs, executors, administrators, agents and assignees) for the sake of brevity the said “**DEVELOPERS**” and “**OWNERS/ CO-DEVELOPERS**” **HEREINAFTER** jointly and collectively referred to as the “**JOINT PROMOTERS**” and **both herein represented by their duly authorized signatory.**

**SHRI KAMAL JAIKISHAN JETHANI**

Partner of **M/s. RAJMATA CONSTRUCTIONS**

Age: About 30 Years, Occupation: Business

R/at : Aundh, Pune – 411007.

**... OF THE ONE PART**

**AND**

**1. MR.** \_\_\_\_\_

Age about \_\_\_ Years, Occupation: \_\_\_\_\_,

( **PAN** – \_\_\_\_\_ )

**2. MRS.** \_\_\_\_\_

Age about \_\_\_ Years, Occupation: \_\_\_\_\_,

( **PAN** – \_\_\_\_\_ )

Both Residing at: \_\_\_\_\_,

\_\_\_\_\_  
Pune :- \_\_\_\_\_.

**HEREINAFTER** referred to as the “ **ALLOTTEE/S /PURCHASER/S** ” ( Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Allottee/s / Purchaser/s, his/her/their successors and permitted assignees alone so far as the obligations on the part of the Promoters is concerned).

**..... PARTY OF THE SECOND PART**

**WHEREAS** all that piece and parcel of parcel of property comprising out of **Gat No. 94 Hissa No. 1** admeasuring about **00H 79.5 Are i.e. 7950 Sq. Mts out of a total area of about 1 H 23.5 Are belongs to Shri Dadabhau Baban Wahile & others while property comprising out of Gat No. 94 Hissa No. 4** admeasuring about **00H 24.50 Are i.e. 2450 Sq. Mts.** out of a total area of about 1 H 23.5 Are belongs to **Shri. Sadashiv Mahadu Wahile, Shri Dinanath Mahadu Wahile & others** and thus totally admeasuring about **01H 04 Are i.e. 10400 Sq. Mtrs. and all situated at Revenue Village Dudulgaon, Tal. Haveli, Dist Pune** [Hereinafter together referred to as the “**said land**”, situated at Revenue Village: Dudulgaon, Taluka: Haveli,

District: Pune and within the jurisdiction of Hon'ble Sub-Registrar, Haveli, Pune and within the limits of Pimpri-Chinchwad Municipal Corporation which is more particularly described in the "**SCHEDULE-A**" written herein under is subject matter of this Project ( Hereinafter referred to as " The Project Land " ).

**AND WHEREAS** the Owner Shri Dadabhau Baban Wahile & others as aforesaid mentioned have entered into an arrangement for developing the herein referred property on Joint Venture basis and or jointly developing the property with M/s. Rajmata Constructions i.e. Constituent No. 1 of the Promoters vide Articles of Joint Venture Agreement and Power of Attorney as stated herein as :-

Dated	Doc No.	Owner	Gat No.	Area Sq.Mtrs	TYPE
22/08/12	8524/12 Haveli- 17	Dadabhau Baban Wahile & others	94/1	3583.00	Jt Venture
22/08/12	8525/12	As Above	94/1	As above	POA
22/07/13	0182/13	a) Dadabhau B Wahile & others b) Dinanath Mahadu Wahile & others	94/1  94/4	4367.00  2450.00	Jt Venture
22/07/13	0183/13	As Above	94/1  94/4	4367.00 2450.00	POA

**AND WHEREAS** the Owners together have granted Development Rights in respect of a total area of 10,400.00 Sq. Mtrs vide aforesaid Documents for joint development of the immovable property comprising out of Gat No. 94/1 & 94/4 of Village

Dudulgaon, under the name and style of project “**Star City**” and they the Promoters thereby alone have the sole and exclusive right to sell the Residential cum Commercial Units in the said building/s to be constructed by the Promoters on the said property and to enter into agreement with the Purchaser/s / Allottee/s of the Apartments/Flats/Shop/s etc and to receive sale price in respect thereof.

**AND WHEREAS** the Promoters herein are in possession of the project land and are entitled and enjoined upon to construct the Buildings on the project land, which is free from all encumbrances and having clean and marketable title.

**AND WHEREAS** the Promoters have proposed to construct on the project land, 3 ( Three ) Independent Buildings/Wings, viz A, B & C and exclusive Independent Commercial Building mentioned herein below and hereinafter referred to as the said building/s.

<b>WING/ BLDG</b>	<b>OCCUPATION TYPE</b>	<b>NO. OF FLOOR</b>	<b>TOTAL NO. OF UNIT IN THE BUILDING/WING</b>
<b>A</b>	<b>RESIDENTIAL</b>	<b>11</b>	<b>86 APARTMENT</b>
<b>B</b>	<b>RESIDENTIAL</b>	<b>11</b>	<b>86 APARTMENT</b>
<b>C</b>	<b>RESIDENTIAL</b>	<b>08</b>	<b>64 APARTMENT</b>
	<b>COMMERCIAL</b>	<b>GROUND</b>	<b>04 SHOPS</b>

**AND WHEREAS** the Pimpri-Chinchwad Municipal Corporation has sanctioned the building plans and has issued Commencement Certificate bearing **No. BP/Layout/ Dudulgaon /11/2013 Dated 22/11/2013** and further got revised vide **Nos. BP/Layout/ Dudulgaon /5/2015 Dated 09/04/2015, BP / Layout/Dudulgaon/21/2016 Dated 14/09/2016 and BP / /Dudulgaon/07/2017 Dated 18/04/2017**, which can be further revised for utilization of balance T.D.R / F.S.I potential of the project land.

**AND WHEREAS** the office of Collector, Pune, Vide Order in the Case Bearing No. **पमह/एनए/एसआर/५२/२०१४** Pune Dated **10/10/2014** have granted N. A. Permission in respect of the said land.

**AND WHEREAS** the Promoters herein have appointed **Abhijeet Gaikwad** of “**Projection Studio**” as their Architects and **Mr. Aqueel N.S.** of “**M/s Structure Vizion**” as their Structural Engineers and accepted the professional supervision of Architects and the Structural Engineers till the completion of the buildings but the Promoters herein have reserved the right to change such Architects and Structural Engineers before the completion of the buildings if Promoters so decide at its sole discretion.

**AND WHEREAS** the said buildings/wings along with the tenements located in the said building shall be known by the name “ **STAR CITY** ”

**AND WHEREAS** the Promoters herein had decided to construct and develop the said project land and accordingly have completed the construction of A – Building/Wing and consisting of 86 Residential Apartments/ Flats out of which Two Residential Flats are unsold. The Building is completed and Completion Certificate obtained for the said building as part completion from Pimpri Chinchwad Municipal Corporation vide No. 134/2017 Dated 18/04/2017 and also possession handed over to the Purchasers/ Allottees of the said Units as per their respective Agreements here before getting the project registered under RERA.

**AND WHEREAS** the construction of the Commercial Building is also completed in all respect and awaiting Completion Certificate from P.C.M.C for which due formalities are to be initiated.

**AND WHEREAS** the Promoters herein have already commenced the construction and development of Building – B and Commercial Building under Second Phase of Development

consisting of 86 ( Eighty Six ) Residential Flats / Apartments and 4 ( Four ) Commercial Shops and have already entered into Agreement for Sale of 50 Residential Units/Apartments prior to coming into Force of Real Estate ( Regulation and Development ) Act 2016 ( herein referred to as the said Act ) and the Rules and Regulations made thereunder.

**AND WHEREAS** the Promoters have almost completed 80 percent of the construction work of B Building and is in stage of final completion, while C Building is almost 50% complete and awaiting approval for utilization of TDR and Additional FSI that can be loaded on the property in due course of time and there will be a rise in the number of floors.

**AND WHEREAS** the Allottee/s/Purchaser/s demanded from the Promoters and the Promoters have given inspection to the Allottee/s/Purchaser/s of all the documents of title relating to the said project land, 7/12 extracts, NA Order, Title Search Report of the property, Commencement Certificates, Part Completion Certificate and the plans/s, designs and specifications prepared by the aforesaid Architects of the Promoters and such other documents as are specified under the existing law and Real Estate ( Regulation and Development ) Act, ( Hereinafter referred to as **“THE SAID ACT”**) and the Rules made hereunder;

**AND WHEREAS** the copies of Certificate of Title issued by the Advocate of the Promoters, **Shri Ajay K. Dixit (Advocate)** of the said land on which the flats are under construction/to be constructed and the copies of the plans and specifications of the Flat/ Unit agreed to be purchased by the Purchasers approved by the concerned local authority have been annexed hereto and marked as **Annexure-“A” ( Title Report ) and Annexure-“B” ( 7/12 extract )** respectively.

**AND WHEREAS** the authenticated copies of the Plans of the Lay – out as approved by the Pimpri Chinchwad Municipal Corporation have been Annexed hereto and marked as



**Annexure “ C - 1 ” ( Building Lay - out )** and the authenticated copies of the Plans according to which the construction of the buildings and open spaces are proposed to be provided have been annexed hereto and marked as **Annexure “ C - 2 ” ( Lay - out of the entire Project )**.

**AND WHEREAS** on the request of the Promoters, the Purchasers have carried out independent necessary search by appointing his/her/their own Advocate regarding the title and the nature of the title of the said property. The Purchasers have satisfied themselves in respect of the marketable title of the Promoters in respect of the said land and also have verified the correctness and lawfulness of all the other documents produced for their inspection by the Promoters and thereafter have agreed to purchase the Flat more particularly described in the “ **SCHEDULE-B** ” annexed herewith and delineated and demarcated in Red Colour in **Annexure-“ C ” ( Floor Plan )** annexed hereto ( **HEREINAFTER** referred to as “the SAID FLAT/APARTMENT”).

**AND WHEREAS** the Purchasers have read and understood all the deeds relating to title of land. Also the Purchasers have read and understood all the contents of the indemnity bonds /Undertakings, etc given by the Promoters to the Collector, Pimpri-Chinchwad Municipal Corporation or any other authority and terms and conditions mentioned in Commencement Certificate, NA Order and Purchasers agree that this agreement is subject to the said terms and the said terms are also binding on them and that they will abide by the same.

**AND WHEREAS** the Promoters herein shall handover the fully completed amenities, open spaces, Garden, etc on completion of the construction and development of C – Building, however the podium garden is presently completed and will be available for use of the Allotees/Purchasers of B – Building on they ( Allotees ) obtaining possession along with A – Building occupiers/allotees. The rest of common amenities will be

enjoyed by all Building Apartment Purchasers on Completion of C – Building. All common amenities as per lay – out are for the use of all Allottees in the Project

**AND WHEREAS** the Purchasers are aware of the fact that the Promoters have entered or will enter into similar and / or different and/or separate Agreements with several other intending Purchasers and/or Purchaser/s / Allottee/s, persons and parties in respect of other units in the said building/project;

**AND WHEREAS** the Purchasers herein has/have applied to the Promoters for allotment of the **Flat No.** \_\_\_\_\_ ( \_\_\_\_\_ **ZERO** \_\_\_\_\_ ) on \_\_\_\_\_ **FLOOR** in **Wing “B”** in the project named as **“STAR CITY”** being constructed as Second Phase of construction on the said project land.

**AND WHEREAS** the Parties relying on the confirmations, representations and assurances of each other and subjected to the terms and conditions mentioned in this agreement are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

**AND WHEREAS** prior to the execution of these presents, the Allottee /Purchaser/s has/have paid to the Promoters a sum of Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only ) being part payment of the sale consideration of the Apartment / Flat agreed to be sold by the Promoter to the Allottee/Purchaser/s as advance payment or Application Fee ( The payment and Receipt whereof the Promoter both hereby admit and acknowledge ) and the Allottee/Purchaser/s has/ have agreed to pay to the Promoters the balance amount of the consideration in the manner hereinafter appearing.

**AND WHEREAS** the present Project is an ongoing / under construction project and the Promoter herein has applied under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ No\_\_\_\_\_; authenticated copy is attached **in Annexure ‘F’**.

**AND WHEREAS** u/s 13 of the said Act the Promoter is required to execute a written Agreement for Sale of the said Apartment/ Flat with the Allottee/Purchaser/s, being in fact these presents and also to register the said Agreement under the Registration Act.

**NOW THEREFORE the AGREEMENT HEREBY WITNESSETH AS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER :-**

1. The Promoters/Developers have already started development and construction of the said Project, and have completed the entire construction of A – Building/ Wing and Commercial Building and further construction of B – Building/Wing, and C Building / Wing is in process, on the said project land more particularly described in the **Schedule I** written hereunder and further the Developers intend to develop the herein referred property and/ or by amalgamating / joining the adjoining land of the Owner / Developer and in accordance with the plans, designs, specifications which are and /or shall be approved / revised by the concerned local authority from time to time and the Developers shall be entitled to make any changes in the said plan with such variations and modifications as the Developers may consider suitable, expedient, beneficial and necessary or as may be required by the concerned local authority and/or the Government to be made in them or any of them. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/Purchaser/s in respect of variations or modifications which may adversely affect the Apartment / Flat of the Allottee/Purchaser/s, except any alteration or addition required by any Government authorities or due to change in law.
2. The Developers herein have specifically informed the Purchasers that the present Sanctioned Building Plans

received from the Concerned Development Authority is for F.S.I of a part of the said Land only i.e. .... Sq. Mtrs and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

3. The Developers hereby informed and disclosed to the Purchasers that the construction of the building/s in which the Residential Accommodation which is subject matter of the Agreement is agreed to be constructed as per anti -earthquake norms in view to increase the resistance power of the buildings in case of earthquake and or any other natural calamities in the same vicinity and also the same will prohibit any loss, damage from earthquake and the Purchasers are fully satisfied in that respect.
4. The Allottee/Purchaser/s have agreed to purchase from the Developers and the Developers have agreed to sell to the Allottee/Purchaser/s a Residential Accommodation bearing **Flat/ Apartment** No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building \_\_\_\_\_/wing ( hereinafter referred to as "the Apartment " ) as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 alongwith one exclusively allotted covered parking/ garage bearing No. \_\_\_\_\_ situated at

\_\_\_\_\_ Parking/Basement/Stilt/Podium for a total consideration amount of Rs. ....( Rupees \_\_\_\_\_ Only ) which includes the proportionate price of the common areas and facilities appurtenant to the premises and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. The Allottee/Purchaser/s has/have paid on or before execution of this agreement a sum of Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_ only ) ( not exceeding 10% of the total consideration ) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....( Rupees ..... ) in the following manner :-

- a) 20% Immediately after execution of Agreement
- b) 15% On Completion of Plinth.
- c) 05% On Commencement of First Slab.
- d) 05% On Commencement of Second Slab.
- e) 05% On Commencement of Third Slab.
- f) 05% On Commencement of Fifth Slab.
- g) 05% On Commencement of Eighth Slab.
- h) 05% On Completion of Brick Work & Plaster.
- i) 05% On Completion of Sanitary Fittings, Staircases upto Floor Levels of that Apartment.
- j) 05% On Completion of External Plumbing, External Plaster, Waterproofing, etc.
- k) 10% On Completion of Electrical Fittings, Paving of Areas etc.
- l) 05% At the time of Possession.

The aforesaid consideration excludes Taxes ( consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST & 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 / Flat. Further the Purchaser/s shall be liable to pay all such herein mentioned Taxes as may be levied from time to time, if and as applicable

It is hereby agreed that the time for the payment as specified above is the essence of the contract and on the failure of the Purchasers to pay the same on due date, it shall be deemed that, the Purchasers have committed breach of condition of this Agreement and the Developers herein shall be entitled to take such action as they are entitled to take in case of breach of any condition of this Agreement, including termination of the Agreement.

- 5.** 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 along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 6.** The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any

revision/withdrawal, once granted to an Allottee by the Promoter.

7. 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 within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause mentioned hereinabove of this Agreement.
8. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
9. The Flat Purchasers have also agreed to pay and/or keep deposited amount of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only ) which is inclusive of** ancillary expenses towards M.S.E.D.C.L Deposit, formation and registration of the Society/ Condominium of Apartment Holders, including its share money & allied expenses for the same and **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** as two year advance maintenance charges from the date of first possession and or Completion Certificate whichever is earlier. The said amount is liable to vary as per

notifications regarding hike in obtaining various connections and facilities. The Purchasers shall not raise any objection regarding the same. The said amount shall be paid as and when the same shall be demanded by the Developers, but prior to the possession of the Flat/Tenement. The Stamp Duty & Registration charges shall be paid by the Purchasers according to the Government valuation at the time of execution of this agreement &/or the conveyance as the case may be.

- 10.** The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 11.** The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the 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 certificates in respect of the Apartment.
- 12.** 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 association of the Allottees 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 instalment 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 herein above.

- 13.** The Developers shall be entitled to implement the said scheme by independently using the F.S.I. of the plot of land upon which the construction is being caused and/or by using the F.S.I. of the adjoining plot of land by amalgamating the same and/or the T.D.R. as may be deemed fit and proper by the Developers. Thus, if at any time prior to or even after the execution of the conveyance /assignment of lease, the floor space index at present applicable to the said land is increased, such increase shall always ensure for the benefit of the Developers alone, without any rebate to the Flat Purchasers which shall always be the deemed contract by and between the Developers and the Flat Purchasers for themselves and as proposed member of the society. At any stage during the implementation of the scheme the Developer shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said land and building to be constructed without affecting the rights granted in favor of the Purchasers in respect if to unit agreed to be purchased by him as per the terms of the agreement.
- 14.** It is hereby further agreed by and between the parties here-in-above that except the Flat agreed to be sold hereunder, the Flat Purchasers shall not have any rights whatsoever in any other areas, built-up and/or open and the Developers shall have right to deal with the said areas for allotting the same exclusively to any other persons whosoever and/or for causing the additional construction by way of extension to the then existing structures and/or for a new construction as the case may be and as they may deem fit and proper and the Flat Purchasers hereby specifically agreed and hereby given the No Objection / consent to the Developers to transfer the TDR / FSI of any such space, premises as the case may be to any other

person/s and/or upon any other property or properties as the case may be.

- 15.** It is hereby further agreed by and between the parties here-in-above that the Purchasers shall not be entitled to make any additions and alterations in the elevation of the building so as to affect the same and if any grill is to be put up to the balconies and / or windows and/or if the balconies are to be enclosed by fixing aluminum windows or so, the same can be carried out only after obtaining prior written permission of the Developers here-in-above and only as per the approved design of the Developers.
- 16.** The Developers shall be entitled to use the available F.S.I. so also the F.S.I/TDR which may be granted at any time hereafter irrespective of the fact that the possession of the respective Flat/s, Shop/s are handed over to the respective Purchasers and to that effect it is and shall always be the agreement by and between the Developers and the Purchasers. The Developers shall have Pre-Emptive right or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR (Buildable potential) granted by the appropriate Authority and allowed to use the same on the said land by constructing or raising any additional floor/s on the building/s which are constructed or under construction on the said land. The Purchasers herein have given their Irrevocable Consent for the aforesaid purposes and separate consent will not be required.
- 17.** The Developers have made full and true disclosure of the nature of the title of the owners to the said property/land as well as encumbrances, if any, known to the Developers. The Developers have also disclosed to the Purchasers the nature of their right, title, interest or right to construct building. The Developers has also given inspection of all the original documents and given certified true copies of

all the other documents to the Purchasers as required by law. The Developers has also requested the Purchasers to carry out the search and to investigate the title by appointing their own advocate and has also given the information as required by the Purchasers advocate. The Purchasers having acquainted themselves with all the facts, and the nature of right of the Developers, entered into this agreement. The Purchasers hereinafter shall not be entitled to challenge the title or question the right of the Developers to enter into this Agreement. The Developers hereby assures that the said land is free from all encumbrances and that the owner and the Developers have absolute, clear and marketable title to the said land.

- 18.** 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.
- 19.** Without prejudice to the right of promoter to charge interest in terms of sub clause herein 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 instalments, the Promoter shall at his 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 conditions 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 refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter ) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

- 20.** The specifications of the said Accommodation and fixtures, fittings and amenities to be provided by the Developers to the said Accommodation or to the said building are described in the **Annexure-E (Specifications )** annexed hereto. If any extra fittings, fixtures, and/or amenities are required by the Purchasers, then the Purchasers shall inform in writing to the Developers and if it is possible for the Developers, then the Developers herein at their sole discretion may provide the same provided the Purchaser/s / Allottee/s accepting the cost/price of such extra amenities at the extra cost/price after the Purchasers undertake to pay or deposit the same prior to or immediately on commencement of such extra work and for such additions bills raised by the Developers shall be final and any such amounts shall not be included in the consideration. The Purchasers also agree not to make any demand for any change in the existing plans.

The Purchasers shall not demand any changes in the plan of the Unit annexed herewith. The Promoter shall not refund any amount for deleting any items of specification and amenities on request of the Purchasers. If any other extra fittings, fixtures or amenities are provided by the Purchasers, then the Purchasers shall be bounded to pay the extra price for such additions.

- 21.** The Developers herein shall complete the construction of the said accommodation and handover the possession of the said Apartment to the Allottee/Purchaser on or before \_\_\_\_\_ If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above 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] Non-availability of steel, cement, or any other building materials, water or electric supply, labour problem etc.;
- ii] War, civil commotion or act of God;
- iii] Any notice, order, rules or notification of the Government and/or public or Competent Authority;
- iv] Delay in grant of any NOC/ Permission/ License connection/ installation of any services such as electricity & water connections and meters to the Scheme/flat, Road N.O.C or Completion Certificate from appropriate Authority.

- 22. 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 3 ( three months 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 fulfilment 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 association of allottees, 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.
- 23.** The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the saidApartments are ready for use and occupancy:
- 24. Failure of Allottee to take Possession of Apartment:**  
Upon receiving a written intimation from the Promoter, 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 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 25.** 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. The word defect here means only defect on account of workmanship, quality or provision of service caused on account of willful neglect on part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of apartment by the allottee, vagaries of nature etc.

- 26.** The Allottee/Purchaser/s shall use the said Apartment or any part thereof or permit the same to be used for purpose of Residence only and shall not use the premises for any purpose other than for which it was sanctioned by the concerned authorities. The Allottee/Purchaser shall use the garage or parking space only for the purpose of keeping or parking vehicle only.
  
- 27.** The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws 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 byelaws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative

Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 28.** The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 29.** The Promoter shall, within three months of registration of the Federation / apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
- 30.** 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 Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the



outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

**31. 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 / Plot ] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge u n d i s p u t e d governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification ( including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- 32.** 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 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, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the 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, 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, 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 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 Society/Limited Company/Apex Body/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.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited 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. Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, 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.
- xiii. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- xiv. The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- xv. It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment

Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.

- xvi. As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply /power supply/generator supply through any other temporary arrangements because of which if there is any improper / in sufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the 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 and service tax (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.
- xvii. Till a separate electric meter or a water meter is installed/allotted by the MSECDL / ... .... and any other 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.

**33. SPECIAL COVENANTS**

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 structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

- 34.** The Allottee is made aware of by the Promoter and the Allottee undertakes to maintain and run Sewage Treatment Plant (STP) / Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Allottee together with the Apartment Condominium thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.

**35. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**



It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up (excluding the apartment under sale by these presents) thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the allottee. However; it is clarified that 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.

### **36. 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.

**37. 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.

**38. RIGHT TO AMEND**

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

**39. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES**

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

**40. 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.

**41. 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.

**42. 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.

**43. 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 Pune.

**44.** 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.

- 45.** 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 : **M/s. RAJMATA CONSTRUCTIONS**

S.No. 208/2A, Pimpri, Pune – 411018.

Notified Email ID: rajmataconstructions10@gmail.com

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.

**46. 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.

**47. STAMP DUTY AND REGISTRATION**

The consideration of the said agreement between the Promoter and the Allottee/s herein is as per the prevailing market rate in the subject locality. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963, Maharashtra Apartment Ownership Act, 1970 and The Real Estate (Regulation and Development) Act, 2016 and the stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule-1, Article 25 (d). The Allottee herein has paid stamp duty at the rate of 5% of the agreed

consideration and Allottee herein has paid 1% Levy Surcharge (LBT) under section 149A of the Maharashtra Municipal Corporation Act (Bom. LIX of 1949) and shall pay appropriate registration fees and expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted, livable on the conveyance, which is to be executed by the Promoter/Owners herein in favor of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. The parties are aware that the government of state of Maharashtra proposed to increase the stamp duty as levied on the registration of Agreement to Sale from current 6% of the value (5% stamp duty + 1% LBT) to 7% or higher. In case there is any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Apartment or conveyance deed in favour of apartment, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.

- 48.** The Allottee herein has agreed to purchase the said Apartment as on investor as laid down in Article 5(2) of the Bombay Stamp Act 1958 & hence it is entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to the subsequent Allottee as per provision of the said clause Article 5(2). The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

**49. Dispute Resolution :-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the exclusive jurisdiction of Real Estate Regulatory Authority at Pune / Competent Authority as provided under The Real Estate Act 2016 / Maharashtra Ownership of Flats Act 1963 will have exclusive jurisdiction to try and entertain the dispute.

**50. 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 Real Estate Regulatory Authority will have the jurisdiction for this Agreement.

**LOCATION:** - DUDULGAON:

**SCHEDULE – I**

All that piece and parcel of the property comprising out of **Gat No. 94 Hissa No. 1** admeasuring about **00H 79.5 Are i.e. 7950 Sq. Mts.** out of its total area of **01H 23.5 Are (inclusive of 0H 5.5 Are Potkharaba)** and out of Gat No. 94 Hissa No. 4 admeasuring about **00H or 24.50 Are or 2450 Sq. Mts.** out of its total area of **01H 23.5 Are** ( inclusive of 0H 5.5 Are Potkharaba) and both totally admeasuring about 10,400 Sq.Mtrs and both **situated at Revenue Village Dudulgaon**, being and lying within the local limits of Pimpri Chinchwad Municipal Corporation, and within the Registration jurisdiction of Sub-Registrar Haveli 1 to 26, Taluka Haveli Dist. Pune and which is bounded as under :

ON OR TOWARDS EAST : BY FOREST LAND.  
ON OR TOWARDS WEST : 18 MTR D.P. ROAD  
ON OR TOWARDS NORTH : BY GAT NO. 95.  
ON OR TOWARDS SOUTH : PART OF GAT NO. 94.

***Along with all appurtenances thereto.***

**SCHEDULE - B**

Flat No. : \_\_\_\_ ( \_\_\_\_\_ )  
Floor No. : \_\_\_\_\_  
Wing No. : “ \_\_\_\_\_ ”  
Scheme : **STAR CITY**  
Area (Carpet) : \_\_\_\_\_ **Sq. Mtrs**  
Side Terrace Area : \_\_\_\_\_ **Sq. Mtrs**  
Parking/Garage : **One Covered Car parking space.**

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND THE YEARS HEREIN ABOVE WRITTEN.**

<b>WITNESS:</b>  <b>SIGN:</b> <b>NAME:</b> <b>R/at:</b>	<b>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PROMOTERS] M/S RAJMATA CONSTRUCTIONS</b> Through its authorized Partner and also as P.O.A for Owner <b>Shri. Dadabhau Baban Wahile &amp; others</b>  <hr/> <b>Shri Kamal J. Jethani</b>
<b>SIGN:</b> <b>NAME:</b> <b>R/at:</b>	<b>SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER/S / ALLOTTEE/S</b>

	<b>MR.</b>
	<b>MRS.</b>

ANNEXURE – A

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

Title Report

Details of the Title Report

The Schedule Above Referred to

(Description of property)

Place:

Dated .....day of ..... 20.....

(Signed )

Signature of Attorney-at-Law/Advocate

ANNEXURE –B



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

ANNEXURE -C-1

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

ANNEXURE - C-2

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

ANNEXURE -D

( Authenticated copies of the plans and specifications of the 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.

