

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed at Pune, on this ____ day of ____ in the year ____.

BETWEEN

M/S. SRUSHTI DEVELOPERS

A Partnership firm registered under the Indian Partnership Act, 1932

Having its Registered office at - Survey No. 191, Shinde Vasti, Ravet, Tal. Haveli, Dist. Pune - 412101. Maharashtra, India.

PAN: ACEFS5626C

Through its Partners

1. MR. DHONDIBA TUKARAM BHONDVE

Age: 55 years, Occupation: Business

R/at - Survey No. 191, Shinde Vasti, Ravet, Pune - 410121.

PAN: ABBPB3084D

2. MR. NITIN JAGANNATH AGARWAL

Age: 36 years, Occupation: Business

R/at - 298/27, Pradhikaran, Nigdi, Pune - 411044

PAN: AENPA0830P

....Hereinafter referred to as '**PROMOTER**'

(which expression unless repugnant to the context or meaning thereof shall mean and include the said firm, its present and future partners and their executors, administrators and assigns)

...THE PARTY OF THE FIRST PART

AND

1. MRS. SAVITRABAI ALIAS SAVITRA MARUTI GAIKWAD

Age - 66 Years, Occ - House wife,

2. MR. MARUTI BHAGUJI GAIKWAD

Age - 71 Years, Occ - Agriculturist,

3. MR. UDDHAV MARUTI GAIKWAD

Age - 47 Years, Occ - Agriculturist,

4. MR. SHASHIKANT MARUTI GAIKWAD

Age - 42 Years, Occ - Agriculturist,

5. MR. PRADEEP MARUTI GAIKWAD

Age - 41 Years, Occ - Agriculturist,

No. 1 to 5 Residing at : Jambe, Tal. Mulshi, Dist . Pune.

6. MRS. VIDYA VINAYAK DAVARE

Age - 45 Years, Occ - House wife,

Residing at: Koregaon Chandus,

Tal. Khed, Dist. Pune.

No. 1 to 6 Through it's Power or Attorney Holder,

M/S. SRUSHTI DEVELOPERS

A Partnership firm registered under the Indian Partnership Act, 1932

Having its Registered office at.- Survey No. 191, Shinde Vasti, Ravet, Tal. Haveli, Dist. Pune - 412101. Maharashtra, India.

PAN: ACEFS5626C

Through its Partner

MR. DHONDIBA TUKARAM BHONDVE

Age: 55 years, Occupation: Business

R/at – Survey No. 191, Shinde Vasti, Ravet, Pune – 410121.

PAN: ABBPB3084D

...Hereinafter referred to as the '**CONSENTING PARTY 1**'

(which expression unless repugnant to the context or meaning thereof shall mean and include themselves, their heirs, executors, administrators and assigns).

...THE PARTY OF THE SECOND PART

AND

1. MRS. SAVITRABAI ALIAS SAVITRA MARUTI GAIKWAD

Age – 66 Years, Occ – House wife,

2. MR. MARUTI BHAGUJI GAIKWAD

Age – 71 Years, Occ – Agriculturist,

3. MR. UDDHAV MARUTI GAIKWAD

Age – 47 Years, Occ – Agriculturist,

4. MR. SHASHIKANT MARUTI GAIKWAD

Age – 42 Years, Occ – Agriculturist,

5. MR. PRADEEP MARUTI GAIKWAD

Age – 41 Years, Occ – Agriculturist,

No. 1 to 5 Residing at : Jambe, Tal. Mulshi, Dist . Pune.

6. MRS. VIDYA VINAYAK DAVARE

Age – 45 Years, Occ – House wife,

Residing at: Koregaon Chandus,

Tal. Khed, Dist. Pune.

No. 3 for himself and as authorised constituting person for No. 1, 2, 4, 5, 6

...Hereinafter referred to as the '**CONSENTING PARTY 2**'

(which expression unless repugnant to the context or meaning thereof shall mean and include themselves, their heirs, executors, administrators and assigns).

...THE PARTY OF THE THIRD PART

AND

1. MR./MRS./MISS. _____

Age: ____ years, Occupation: _____

PAN No.: _____

R/at – _____

2. MR./MRS./MISS. _____

Age: ____ years, Occupation: _____

PAN No.: _____

R/at – _____

....Hereinafter referred to as the '**THE ALLOTTEE/S**'
(which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns).

...THE PARTY OF THE FOURTH PART

DESCRIPTION OF LAND:

All the piece and parcel of property bearing Survey No. 185, Hissa No. 4, area admeasuring 03 H 24 R + 00 16 R, total area admeasuring 03 H 40 R, assessed at Rs. 05.00 Paise, out of it area admeasuring 35000 Sq. Ft. i.e. 3252.78 Sq. Mtrs. as per Joint Venture Agreement dated 14/08/2013 (area admeasuring 33091 Sq. Ft. i.e. 3074.25 Sq. Mtrs. as per sanctioned plans by The Pimpri Chinchwad Municipal Corporation), situated at village Ravet, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli, more particularly described in the '**Schedule I**' written hereunder (herein after called and referred to as the '**SAID LAND**' for the sake of brevity and convenience) & which is bounded as under-

- On or towards East - By Sarkari Panand & thereafter property of Pradhikaran.
- On or towards West - By remaining property from Survey No. 185/4.
- On or towards South - By Sarkari Panand & thereafter property of Pradhikaran.
- On or towards North - By house property of Mr. Tukaram Dhondiba Bhondve from Survey No. 191/1/2/1/2.

WHEREAS the property bearing Survey No. 185, area admeasuring 23 Acres 15 Gunthe was owned by one Savleram Sakharam Bhondve.

AND WHEREAS mutation Entry No. 654 shows that, Savleram Sakharam Bhondve expired on 04/08/1943 leaving behind him following legal heirs namely:

1. Hari Savleram Bhondve - Son
2. Shankar Savleram Bhondve - Son
3. Vitthal Savleram Bhondve - Son
4. Tukaram Savleram Bhondve - Son

AND WHEREAS accordingly after the demise of Savleram Sakharam Bhondve, names of his sons were recorded in the record of rights i.e. in the 7/12 extract as owners by mutation entry No. 654 which was certified on 25/06/1945.

AND WHEREAS after the demise of Savleram Sakharam Bhondve, his above legal heirs became owners of the property bearing Survey No. 185.

AND WHEREAS mutation Entry No. 1025 is relating to loan obtained by Vitthal Savleram Bhondve from Kiwale Vikas Karyakari Sahakari Seva Society. Accordingly name of said Kiwale Vikas Karyakari Sahakari Seva Society was recorded in the other rights column of 7/12 extract of Survey No. 185.

AND WHEREAS mutation Entry No. 1039 is relating to loan obtained by Haribhau Savleram Bhondve from Kiwale Vikas Karyakari Sahakari Seva Society. Accordingly name of Kiwale Vikas Karyakari Sahakari Seva Society was recorded in the other rights column of 7/12 extract of Survey No. 185.

AND WHEREAS thereafter, 1. Hari Savleram Bhondve, 2. Shankar Savleram Bhondve, 3. Vitthal Savleram Bhondve & 4. Tukaram Savleram Bhondve parted Survey No. 185 and their other ancestral properties in the year 1950 or thereabout. Accordingly the said owners preferred application before the revenue authorities. As per the said partition Survey No. 185 was sub divided into following pot hissas by opening new 7/12 extracts.

Sr. No.	Survey No.	Area Admeasuring
a	185/1	02 Acres 00 R
b	185/2	01 Acres 00 R
c	185/3	11 Acres 26 R
d	185/4	08 Acres 00 R

That by said Partition Survey No. 185/1, area admeasuring 02 Acres 00 R, came to the share of Hari Savleram Bhondve,

Survey No. 185/2, area admeasuring 01 Acre 00 R, came to the share of 1. Hari Savleram Bhondve, 2. Shankar Savleram Bhondve, 3. Vitthal Savleram Bhondve & 4. Tukaram Savleram Bhondve,

Survey No. 185/3, area admeasuring 11 Acres 26 R came to the share of Shankar Savleram Bhondve,

Survey No. 185/4 area admeasuring 08 Acres 00 R came to the share of Vitthal Savleram Bhondve.

AND WHEREAS accordingly by mutation entry No. 1195 names of Hari Savleram Bhondve, Shankar Savleram Bhondve, Vitthal Savleram Bhondve & Tukaram Savleram Bhondve were recorded in the record of 7/12 extracts as owners thereof to the particular area and survey numbers parted by them. Thus by partition Vitthal Savleram Bhondve became independent owner of the Survey No. 185/4, area admeasuring 08 Acres 16 R.

AND WHEREAS mutation Entry No. 1261 shows that, as per Tagai form No. 2 given by Mamletdar, Haveli Charge of Tagai was kept on the land of Vitthal Savleram Bhondve for Rs. 4000/- on 26/02/1966. Accordingly effect of the same was recorded in the 7/12 extract in other rights column by mutation entry No. 1261.

AND WHEREAS mutation Entry No. 1310 shows that, as per Tagai form No. 2 given by Mamletdar, Haveli charge of Tagai was kept on the land of Vitthal Savleram Bhondve for Rs. 4000/- on 30/12/1965. Accordingly effect of the same was recorded in the 7/12 extract in other rights column by mutation entry No. 1310.

AND WHEREAS mutation Entry No. 1328 shows that, Vitthal Savleram Bhondve had availed loan of Rs. 1000/- from Kivale Vividh Karyakari Sahakari Seva Society on 23/06/1968. **AND**

AND WHEREAS accordingly name of Kivale Vividh Karyakari Sahakari Seva Society was recorded in the 7/12 extract in other rights column by mutation entry No. 1328.

AND WHEREAS mutation entry No. 1375 relates to Maharashtra State Weights and Measurement Act, 1958 and Indian Coinage Act, 1958 and the area of land was converted from Acre to Hectare. Accordingly the area of Survey No. 185/3, area admeasuring 11 Acres 26 Gunthe was converted and recorded as 04 Hectares 61 R.

AND WHEREAS mutation entry No. 1399 shows that, by an order of Tahsildar, Haveli vide No. Jamin2/ka-vi/982/70 dated 25/04/1970, the said land i.e. Survey No. 185/4 was

acquire for Pimpri Chinchwad Industrial, Residential & Commercial purpose. Hence name of Pimpri Chinchwad Industrial, Residential & Commercial Department was recorded in the 7/12 extract in other rights column by mutation entry No. 1399.

AND WHEREAS Mutation Entry No. 1665 shows that, by an order of Tahsildar, Haveli, Pune vide No. Tagai/2101/76 dated 16/10/1976, & 912/77 dated 21/11/1977 loan availed by Vitthal Savleram Bhondve was been repaid with interest. Hence charge of the Tagai kept on the land of Vitthal Savleram Bhondve was deleted from the other rights column of 7/12 extract of said property.

AND WHEREAS Mutation Entry No. 1873 shows that, Vitthal Savleram Bhondve expired on 28/04/1982 leaving behind him following legal heirs namely :-

1. Balu Vitthal Bhondve - Son
2. Shivaji Vitthal Bhondve - Son
3. Sakharam Vitthal Bhondve - Son
4. Savitra Maruti Gaikwad - Daughter
5. Parvatibai Vitthal Bhondve - Widow Wife

AND WHEREAS after the demise of Vitthal Savleram Bhondve his name was deleted & names of his Sons & widow wife were recorded in the possessor column of record of 7/12 extract of the said property and other properties & name of his daughter was recorded in the other rights column of record of 7/12 extract of the said property and other properties as owners.

AND WHEREAS Mutation Entry No. 1985 shows that, by an order of Tahsildar, Haveli, Pune vide No. THT/589/84 dated 30/10/1984, by an order of Special Land Acquisition Officer No. 24, Pune, vide No. LAQ24/Vashi/704/84 dated 20/10/1984 & by an order of Divisional Commissioner, Pune Division vide No. LAQ/Pd/569 dated 03/10/1984, the entry of Pimpri Chinchwad New Town Development Authority recorded in the other rights column of 7/12 extract (entered by mutation entry No. 1399) was deleted by mutation entry No. 1985.

AND WHEREAS Mutation Entry No. 6217 shows that, Balu Vitthal Bhondve has availed loan of Rs. 2,00,000/- from Kivale Vividh Karyakari Sahakari Seva Society. Accordingly name of Kivale Vividh Karyakari Sahakari Seva Society was recorded in the 7/12 extract in other rights column by mutation entry No. 6217.

AND WHEREAS Mutation Entry No. 7481 shows that, Shivaji Vitthal Bhondve had availed loan of Rs. 3,00,000/- from Kivale Vividh Karyakari Sahakari Seva Society. Accordingly name of Kivale Vividh Karyakari Sahakari Seva Society was recorded in the 7/12 extract in other rights column by mutation entry No. 6217.

AND WHEREAS Mutation Entry No. 8207 shows that, Savitrabai alias Savitra Maruti Gaikwad had released/relinquished her all rights, title & interest from the said & other properties in favour of Balu Vitthal Bhondve, Shivaji Vitthal Bhondve, Sakharam Vitthal Bhondve & Parvati Vitthal Bhondve by registered release deed. The said Release Deed was registered in the office of Sub Registrar Haveli No. 17 noted at serial No. 3477/2012 on 02/04/2012. As per the said Release Deed name of Savitrabai alias Savitra Maruti Gaikwad was deleted from the other right column of 7/12 extract of said & other properties by mutation entry no. 8207.

AND WHEREAS Mutation Entry No. 8208 shows that, Balu Vitthal Bhondve, Shivaji Vitthal Bhondve, Sakharam Vitthal Bhondve & Parvatibai with the consent of Poonam Shivaji Bhondve, Pravin Shivaji Bhondve, Ujwala Pankaj Gaware, Chandrakant Sakharam Bhondve, and Rushikesh Sakharam Bhondve had executed Gift Deed in respect of Survey No. 185/4 area admeasuring 3252.78 Sq. Mtrs in favour of Savitrabai alias Savitra Maruti Gaikwad, Maruti Bhaguji Gaikwad, Uddhav Maruti Gaikwad, Shashikant Maruti Gaikwad, Pradip Maruti Gaikwad & Vidya Vinayak Davare. The said Gift Deed was registered in the office of Sub Registrar Haveli No. 17 noted at serial No. 3476/2012 on 02/04/2012. As per the said Gift Deed names of Savitrabai alias Savitra Maruti Gaikwad, Maruti Bhaguji Gaikwad, Uddhav Maruti Gaikwad, Shashikant Maruti Gaikwad, Pradip Maruti Gaikwad & Vidya Vinayak Davare were recorded in the record of 7/12 extract of Survey No. 185/4 to the extent of area admeasuring 3252.78 Sq. Mtrs. by mutation entry no. 8208. Thus Savitrabai alias Savitra Maruti Gaikwad, Maruti Bhaguji Gaikwad, Uddhav Maruti Gaikwad, Shashikant Maruti Gaikwad, Pradip Maruti Gaikwad & Vidya Vinayak Davare became owners of Survey No. 185/4 to the extent of area admeasuring 3252.78 Sq. Mtrs.

AND WHEREAS Mutation Entry No. 8691 shows that, loan availed by Vitthal Savleram Bhondve from Kivale Vividh Karyakari Sahakari Seva Society was been repaid with interest. Hence name of Kivale Vividh Karyakari Sahakari Seva Society was deleted from the other rights column of 7/12 extract of said property.

AND WHEREAS thereafter the land owners Savitrabai alias Savitra Maruti Gaikwad, Maruti Bhaguji Gaikwad, Uddhav Maruti Gaikwad, Shashikant Maruti Gaikwad, Pradip Maruti Gaikwad & Vidya Vinayak Davare have executed Joint Venture Agreement in respect of area admeasuring 35000 Sq. Fts. i.e. 3252.78 Sq. Mtrs out of the property bearing Survey No. 185/4 in favour of M/s. Shrushti Developers, Through its Partners 1. Mr. Dhondiba Tukaram Bhondve, 2. Mr. Tukaram Maruti Kalokhe, 3. Mr. Sunil Madhukar Hagavane & 4. Mr. Ravindra Hanumant Waghare. The said Joint Venture Agreement was registered in the office of Sub Registrar Haveli No. 26 noted at Sr. No. 1032/2013 on 14/08/2013.

AND WHEREAS the said land owners have also executed Power of Attorney coupled with Development Agreement in respect of area admeasuring 35000 Sq. Fts. i.e. 3252.78 Sq. Mtrs out of the property bearing Survey No. 185/4 for carrying out effectual development work in favour of M/s. Shrushti Developers, Through its Partners 1. Mr. Dhondiba Tukaram Bhondve, 2. Mr. Tukaram Maruti Kalokhe, 3. Mr. Sunil Madhukar Hagavane & 4. Mr. Ravindra Hanumant Waghare. The said Power of Attorney was registered in the office of Sub Registrar Haveli No. 26 noted at Sr. No. 1033/2013 on 14/08/2013.

AND WHEREAS M/s. Shrushti Developers got exclusive development rights to develop the Said Land and dispose of the same as per the terms and conditions of Joint Venture Agreement dated 14/08/2013.

AND WHEREAS the land owners have got demarcated Said Land from the City Survey Office on 25/10/2013 vide M.R. No. 3866/2013 & have obtained D.P. opinion from the office of Pimpri Chinchwad Municipal Corporation on 03/02/2014 vide No. Narvi/Kavi/24/Ravet/272/14.

AND WHEREAS M/s. Shrushti Developers have preferred building plan on Said Land and have got building plan sanctioned from the office of Pimpri Chinchwad Municipal

Corporation vide No. B.P./Ravet/26/2014 on 02/06/2014 and has obtained Commencement Certificate.

AND WHEREAS M/s. Shrushti Developers have preferred an application to Collector, Pune for getting N.A. order of Said Land. Accordingly Collector, Pune have issued NA order in respect of the Said Land by its No. PNA/SR/742/2014 on 20/12/2014.

AND WHEREAS It is seen that the Partners of M/s. Shrushti Developers i.e. Mr. Tukaram Maruti Kalokhe, Mr. Sunil Madhukar Hagvane & Mr. Ravindra Hanumant Waghere had retired from the Partnership Firm i.e. M/s. Shrushti Developers & Mr. Nitin Jagannath Agarwal is admitted as new Partner in the said Partnership Firm & accordingly they have executed necessary Reconstitution of Partnership Deed of M/s. Shrushti Developers on 23/07/2015. The said Reconstitution of Partnership Deed of M/s. Shrushti Developers is notarized before Advocate & Notary Manoj P. Agarwal vide its Notary Register No. 586/2015.

AND WHEREAS Thereafter Mr. Tukaram Maruti Kalokhe, Mr. Sunil Madhukar Hagvane & Mr. Ravindra Hanumant Waghere have executed power of attorney in respect of carrying out certain works mentioned in said power of attorney in favour of Dhondiba Tukaram Bhondve & Nitin Jagannath Agarwal. The said power of attorney was registered in the office of Sub Registrar Haveli No. 18 at serial No. 5722/2015 on 24/07/2015.

AND WHEREAS Thereafter Mr. Tukaram Maruti Kalokhe, Mr. Sunil Madhukar Hagvane & Mr. Ravindra Hanumant Waghere have executed indemnity bond in favour of Dhondiba Tukaram Bhondve & Nitin Jagannath Agarwal. The said indemnity bond was registered in the office of Sub Registrar Haveli No. 18 at serial No. 5723/2015 on 24/07/2015.

AND WHEREAS As per the plans approved by Pimpri Chinchwad Municipal Corporation, the Developer i.e. M/s. Shrushti Developers have started construction of the project on the Said Land.

AND WHEREAS M/s. Shrushti Developers have submitted revised layout to PCMC and have got layout sanctioned on 11/08/2015. Accordingly PCMC have issued revised Commencement Certificate No. B.P./Ravet/53/2015, on 11/08/2015 & have issued Plinth Checking Certificate dated 11/08/2015.

AND WHEREAS M/s. Shrushti Developers have obtained project loan of Rs. 2,40,00,000/- from Pavana Sahakari Bank Ltd., and accordingly had executed mortgage deed in favour of Pavana Sahakari Bank Ltd., on 30/12/2015. The said deed of mortgage was registered in the office of Sub Registrar Haveli No. 18 noted at serial No. 10594/2015.

AND WHEREAS Mutation entry no. 9397 shows that name of Pavana Sahakari Bank Ltd., is recorded in other rights column of 7/12 extract of Said Land in respect of deed of mortgage.

AND WHEREAS M/s. Shrushti Developers have submitted revised building plan to PCMC and have got revised building plan sanctioned on 08/02/2016. Accordingly PCMC have issued revised Commencement Certificate No. B.P./Ravet/15/2016, on 08/02/2016.

AND WHEREAS M/s. Shrushti Developers have submitted revised building plan to PCMC and have got revised building plan sanctioned on 09/12/2016. Accordingly PCMC have issued revised Commencement Certificate No. B.P./Ravet/96/2016, on 09/12/2016.

AND WHEREAS M/s. Shrushti Developers have submitted revised building plan to PCMC and have got revised building plan sanctioned on 07/06/2017. Accordingly PCMC have issued revised Commencement Certificate No. B.P./Ravet/64/2017, on 07/06/2017.

AND WHEREAS the Allottee/s herein is/are desirous of purchasing Flat more particularly described in the '**Schedule II**' written hereunder (herein after called and referred to as the '**Said Flat**' for the sake of brevity and convenience) from the Promoter and the Promoter has agreed to sell the said Flat to the Allottee/s herein on the basis of the carpet area and on the terms and conditions mentioned herein below;

AND WHEREAS, under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016 the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

AND WHEREAS after protracted negotiations by and between the parties hereunto, the parties have decided to reduce into writing the terms and conditions on which the present agreement has been founded;

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

1. AGREEMENT:

Subject to the other terms and conditions herein and relying on the Allottee/s representation/s and assurance/s, the Promoter herein has agreed to sell the Flat more particularly described in the "**Schedule II**" hereunder, and the Allottee/s has/have agreed to purchase the same (hereto before and hereinafter called and referred to as the "**Said Flat**", for the sake of brevity and convenience) at or for total lumpsum consideration mentioned in the "**Schedule V**" written hereunder. This amount is including the price for the carpet area of the Said Flat and proportionate share in the common areas and amenities but excluding all other expenses and charges separately mentioned herein below. This consideration is excluding expenses for Stamp Duty, Registration Fees, VAT, Service Tax, GST and/or any other tax and/or any other expenses/charges whatsoever are/becomes applicable for this agreement and transaction and the same shall be payable by the allottee/s.

2. CONSIDERATION:

2.1 The Allottee/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the manner detailed in the **Schedule V** written hereunder. The Allottee/s herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation to the Allottee/s calling upon the Allottee/s to make the payment.

2.2 It is hereby agreed that the time for payment as specified is the essence of this contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that

the Allottee/s has/have committed breach of this Agreement and in that case the Promoter shall be entitled to take necessary action against the Allottee/s.

2.3 The Allottee/s agree/s not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

2.4 It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow, chronological order of any of the stages/installments mentioned in payment schedule herein above and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee/s agrees that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. The consideration of the said flat is also arrived on the assurance of the Allottee/s to abide by the above payment schedule only and it will not be altered by the Allottee/s.

2.5 Payment of any instalment if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/s or Housing Finance Companies/Banks, etc., as the aforesaid total agreed consideration is arrived considering the fact that the Allottee/s has/have accepted the aforesaid stages of payment.

2.6 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s 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/s within forty-five days with annual interest at the rate specified in the Rules framed under RERA from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

2.7 The Total agreed consideration 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/s 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/s, which shall only be applicable on subsequent payments.

3. OTHER EXPENSES:

3.1 The Allottee/s shall be liable to bear and pay from the date of effective Completion of the building/s or the date of handing over possession of his/her/their flat, whichever is earlier, the proportionate share of outgoings in respect of the Local taxes, N.A. taxes,

Betterment charges or such other levies by the concerned local authority and/or Government, Water Charges, insurance premium, electricity bills for common lights for roads, water pumps, lifts, etc., repairs, and salaries of clerks, bill collectors, Chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s.

3.2 If at any time, after execution of this agreement the Central Government/State Government/Local authority/Revenue Authority/any other authority/any court/Judicial authority/quasi judicial authority by way of any Statute/rule/regulation/notification/order/judgment/executive power etc. levies any tax/duty/charges/premium/levies/cess/surcharge/demands/welfare fund and put in force or shall be in force prospectively or retrospectively, in respect of the said flat or for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee/s. The Allottee/s hereby indemnifies the Promoter from all such levies, cost and consequences. It is, agreed that the liability and responsibility to pay such amount shall solely be on the Allottee/s. The Promoter shall not be liable and/or responsible for payment thereof. In the event, however if the Promoter is constrained to pay any such amount, the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by it. It is further agreed that there shall always be a charge/lien on the said flat in favour of the Promoter.

3.3 The Allottee/s has/have agreed to pay VAT, Service Tax, GST within a period of 15 days from the date of such demand made by the Promoter in writing.

3.4 Also the Allottee/s shall pay any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Flat by the Allottee/s.

3.5 It is agreed and understood between the parties herein that the Allottee/s shall contribute towards expenses for stamp duty, registration charges, other incidental charges for execution and registration of this Agreement, the conveyance, deed of apartment or any other agreement. The Promoter shall not be liable to bear the aforesaid expenses for the same.

3.6 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 flat of the Allottee/s, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply / generator supply through any other temporary arrangements because of which if there is any improper / in sufficient / irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee/s hereby consents for any temporary arrangement that may be made in the said interim period. The Allottee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter and service tax (if applicable) thereon. Until receipt of this amount from the Allottee/s, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee/s for the above from the maintenance charges for which the Allottee/s hereby gives his consent.

3.7 It is agreed and understood between the parties herein that the aforesaid amount, expenses, charges shall be borne and paid by the Allottee/s in addition to the consideration and other charges enumerated herein. The Allottee/s agree, assure, undertake, affirm and confirm unto the Promoter that he/she/they shall indemnify the Promoter against all claim/s, charge/s, expense/s and loss/es incurred by the Promoter, in case the Allottee/s fails, neglects or avoids to make the payments mentioned in this Agreement.

3.8 That any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site.

4. MAINTENANCE:

4.1 The Allottee/s herein shall pay to the Promoter, an amount of Rs. **48,000/- plus GST and/or any other taxes as applicable** (Non refundable) for two years in advance towards temporary maintenance charges, prior to grant of possession of the Said Flat by the Promoter to the Allottee/s. The said advance shall be utilized only for the common maintenance of the building/s, common security, common electricity, generator, maintenance of lift, cleaning etc.

4.2 The maintenance of the entire scheme shall be done by the Promoter from the aforesaid amount and such amount shall not carry any interest and on handing over, the charge of the project, the Promoter shall hand over the management of the maintenance and the balance maintenance amount (if any) to the Ultimate Organization.

4.3 The Promoter is not liable to give any account of maintenance charges. It is hereby agreed that the Promoter shall maintain the scheme only out of the advance received from the unit Allottee/s and also the Promoter has the sole right to discontinue the maintenance at any time, after giving prior notice of thirty days.

4.4 The Allottee/s has understood the entire scheme of maintenance in detail. The Allottee/s admits and agrees to the same, so that the maintenance of the scheme is not hampered in any way due to lack of or nonpayment by the Allottee/s.

4.5 Without prejudice to the above covenants, in the event of the Ultimate Organization duly resolving that the aforesaid maintenance amount is insufficient for the maintenance of the scheme the Allottee/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by such Ultimate Organization.

4.6 Such Ultimate Organization shall be entitled to claim reasonable interest on the arrears of such charges from the defaulting Allottee/s, without prejudice to the other rights and powers of the Ultimate Organization.

4.7 The liability and obligation to pay the maintenance charges in respect of a flat and/or any interest and/or penalty thereon shall arise only prospectively and on disposal of the flat, in the scheme by the Promoter.

4.8 It is specifically agreed between the parties hereunto that the Promoter is not responsible/liable to pay or share in the aforesaid expenses, outgoings, maintenance etc. in respect of the unsold premises, flats, units etc. in the scheme.

5. DELAY IN PAYMENT:

5.1 Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the instalments on the due dates and other expenses, the Allottee/s shall be bound and liable to pay interest at the rate of 12% 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.

5.2 Provided that tender of the principle 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, nor shall it be construed as condonation of the delay by the Promoter.

6. MODE OF PAYMENT:

The Allottee/s shall make all the payments by demand draft only or by local "A/C Payee" cheques drawn in favour of "M/s. Srushti Developers" payable at Pune or at par at these stations. Only after the said Cheque/Demand Draft has been cleared and the amount has been credited to the Promoter's banking account, the Promoter shall give effect of the same to the account of the Flat Allottee/s with such amount after deducting the commission of the Bank, (if any) charged by the bank.

7. USE:

7.1 The Allottee/s shall use the Said Flat or any part thereof or permit the same to be used only for specific purpose as shown in the sanctioned plan.

7.2 The Allottee/s or Occupier/s of the said Flat shall not use the same as and for Massage Centre, Gambling House, Classes, Service Apartment, Hostel, group accommodation, rentals on cot basis in any manner, Lodging Boarding or any illegal or immoral purpose.

7.3 The Allottee/s shall use the parking space (if allotted) for the purpose for keeping or parking the Allottee/s' own vehicle only.

8. CONSTRUCTION:

The Promoter herein has obtained sanction of the building plan/s in respect of the building which is under construction on the said land and the Promoter herein shall construct or get constructed and complete the construction of the said building on the said land in accordance with the plans, designs approved or to be approved by the concerned authority, which have been seen by the Allottee/s, subject to such alterations, revisions and modifications as the Promoter in its sole discretion may think fit and necessary or may be required by the concerned local authority/Government to be made in it or any of it.

9. CONDITIONS OF SANCTIONING AUTHORITY:

It is hereby agreed that the Promoter and the Allottee/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning or revising the plans or any time thereafter or at the time of granting Completion Certificate.

10. REVISE SANCTIONED BUILDING PLAN:

10.1 The Allottee/s hereby give/s his/her/their irrevocable consent to the Promoter herein to make such alteration, modifications, revision in the sanctioned plan/s of the building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications, revisions and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority.

10.2 The Promoter has made the Allottee/s aware and the Allottee/s hereby gives explicit no objection and irrevocable consent to the Promoter to prepare the new/revised layout and building plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, plumbing stations etc., by adding new floors/buildings etc. on the said land and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when necessary by the Promoter or as and when required by the Promoter.

10.3 Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s if such alterations and/or modifications adversely and materially affect the internal layout of the said Flat. The Allottee/s herein shall have no right to withhold or refuse such permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

10.4 The Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition, alteration, construct new structure/buildings on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the Local Body, and to allot/sell them to various persons.

10.5 The Allottee/s shall have no objection for the said new Allottees to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees.

11. FLOOR SPACE INDEX (F.S.I.)

11.1 The Promoter shall be entitled to load any additional F.S.I. that may be permissible at any time hereafter on the said land and the Allottee/s has/have given his/her/their irrevocable consent to the same. Similarly the Promoter shall be entitled to float the F.S.I. of the said land in the present scheme to any other land and visa-versa if so permitted by the concerned authority/s.

11.2 In this agreement, the word F.S.I. or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws.

11.3 The Promoter shall be entitled to and have right of pre-emption or first right to use the present unutilized and/or additional built up area/FSI or by taking and loading T.D.R. (Transfer of Development Rights) as and when the same is permitted either by way of construction of new building/s or extension of the present building/s.

11.4 The Allottee/s has/have given his/her/their irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get them sanctioned from Concerned Authority, construct the additional units permitted by Concerned Authority and give all necessary facilities and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/alteration, or structure/s or construct new structure/s on the said land in accordance with the plans sanctioned or which may be hereafter sanctioned by the Concerned Authority/Local Body, and to allot/sell them to various persons.

11.5 The Allottee/s shall have no objection for the new Allottees to be admitted as members of the Ultimate Organization. The Ultimate Organization shall get the new transferees admitted as its members without payment of any premium or transfer fees to the Ultimate Organization.

11.6 Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, always being with the Promoter or his assigns.

11.7 In case the land or any portion of the said land is acquired by any local authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation.

12. SPECIFICATIONS:

The specifications of the said Flat and the fixtures, fittings and the amenities to be provided by the Promoter in the said Flat or to the said building/s are described in the "**Schedule III**" hereunder written. The Promoter shall be entitled to change the make of the said fittings and fixtures with equivalent makes. The Allottee/s shall not be entitled to demand any extra fittings, fixtures or amenities other than those agreed to be provided.

13. COMMON AND RESTRICTED AREAS:

The nature, extent and description of the common areas and facilities, are more particularly described in the "**Schedule IV**" written hereunder It is hereby agreed that the areas mentioned in sub-para (a) of the Schedule IV shall be the common areas and facilities. The Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

14. CALCULATION OF THE AREA OF THE FLAT:

The carpet area of the said Flat means the net usable floor area of the said Flat, excluding the area covered by the external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said Flat for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the Flat. Allottee/s is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee/s consent for the same and is aware that the consideration being lump sum will not change.

15. TITLE:

15.1 The Promoter has made full and true disclosure to the Allottee/s of the title of the said land as well as the encumbrances, presently known to the Promoter. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest to construct building/s and to develop the said land. The Promoter has also given inspection of all the relevant documents as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter pertaining to the said land have entered into this Agreement.

15.2 The Promoter herein had also requested the Allottee/s to carry out the search and to investigate the title of the said land. The Allottee/s hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee/s henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.

16. POSSESSION:

16.1 The Promoter shall give possession of the Flat to the Allottee/s on or before 31 December 2017. If the Promoter fails or neglects to give possession of the Flat to the Allottee/s 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/s the amounts already received by him in respect of the Flat with interest as specified in the Rules framed under RERA, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. If the Allottee/s does not intend to withdraw from the project, the Promoter agrees to pay to the Allottee/s interest as specified in the Rules framed under RERA, on all the amounts paid by the Allottee/s, for every month of delay, till the handing over of the possession.

16.2 Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said Flat by the aforesaid period, if the construction and completion of said Flat or the said building/s in which the said Flat is situated is delayed on account of:

16.2.1 Non-availability of steel, cement, other building materials, water, electric supply or labour;

16.2.2 War, civil commotion or act of God;

16.2.3 Changes in any rules, regulations, bye - laws of various statutory bodies and authorities from time to time affecting the development and the project.

16.2.4 Delay in grant of any NOC/permission/license connection/installation and any services such as lifts, electricity and water connection and meters to the scheme/flat, road NOC or completion certificate from appropriate authority.

16.2.5 Delay or default in payment of dues, expenses, other charges, consideration by the Allottee/s under these presents.

16.2.6 Any notice, order, rule, notification of the Government and/or public or competent authority.

16.2.7 Pendency of any litigation or order of the Court.

16.2.8 Any act beyond control of the Promoter.

16.2.9 Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

16.3 Before delivery of possession of the said Flat the Allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said Flat and about the quality of construction work and specifications/amenities provided. Thereafter the Allottee/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

16.4 After the possession of the Flat/building is handed over or after getting the Completion Certificate of the building by concerned local authority, if any, work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the flats in the said building/s at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

17. DEFECT LIABILITY:

17.1 If within a period of five years from the date of handing over the Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA Act.

17.2 In case it is not possible to rectify such defects or unauthorized changes, then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or changes.

17.3 The word defect herein above stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said Flat or the building/s by the

Allottee/s, abnormal fluctuations in the temperatures, abnormal heavy rains, damages from natural calamity etc.

17.4 Provided further that the Allottee/s shall not carry out alterations of whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.

18. RIGHT TO ALLOT:

18.1 It is hereby agreed that the Promoter has the exclusive right of allotment of different parking spaces or terraces or open spaces or right to develop Garden in adjoining open spaces, to one or more person/s of its choice, for his/her/their exclusive use.

18.2 The Parkings, terrace on the top of the building/s and open spaces are not common areas and each parking and open space may be allotted or given for exclusive use, to a specific flat Allottee/s by the Promoter as per its choice and discretion.

18.3 The Promoter can retain the terrace on the top of the building or any open spaces and can commercially exploit the same by way of erection of telecommunication antennas, dish antennas, hoardings, etc.

18.4 Any area allotted by the Promoter either of the terrace, car parking, open space or any other portion shall be subject to the right of the Ultimate Organization and its agents to use the same for the specific purpose and to the extent necessary for maintenance and repairs of the common amenities such as drainage, water and electrical lines etc.

18.5 The Allottee/s confirms and declares that he/she/they shall not raise any dispute regarding the aforesaid allotment. The terrace shall not be enclosed by the said flat Allottee/s to whom it is allotted, till the permission in writing is obtained from the concerned local authority and the Promoter or the Ultimate Organization as the case may be.

18.6 The Allottee/s shall use the parking space (if allotted) only for the purpose for keeping or parking the Allottee/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Allottee/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for parking two/four wheeler vehicle and further none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the Ultimate Organization and thereafter from the managing committee of such Ultimate Organization.

18.7 Further in case the Allottee/s is given the right of exclusive use of one parking and the Allottee/s also agrees that if for any reason it be held that allotment of the Parking to the Allottee/s gets cancelled then the Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the flat and allotment is made ex-gratia for beneficial enjoyment of the same. The Allottee/s further agrees that he/she/they

will not challenge any allotment of any parking space made by the Promoter to any other Allottee/s.

19. NOT TO ASSIGN:

The Allottee/s shall not be entitled to assign, transfer, sell or in any other manner create any third party right or interest in and upon the said flat or under this agreement, until and unless the Allottee/s has/have paid to the Promoter the entire consideration and also all other money/dues payable hereunder and obtained written consent of the Promoter which consent shall be granted on payment of administrative charges as demanded by the Promoter. The assignee/transferee shall be bound to observe and comply with all the terms & conditions of this Agreement including liabilities towards payment.

20. ULTIMATE ORGANIZATION:

20.1 It is hereby made clear that the ultimate organization of all the Allottee/s/Unit holders of the present scheme shall be an "Association of Apartment Owners", under the provisions of the Maharashtra Apartment Ownership Act, 1970.

20.2 The Promoter shall be entitled to amend, substitute, modify, terminate and cancel and/or revise the bye-laws and the declaration for which the Allottee/s has/have given their irrevocable consent.

20.3 It is understood between parties herein that the Promoter at the request and demand of majority flat Allottee/s of the scheme, may at its sole discretion, form a co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960. However all the expenses thereof shall be borne and paid by the Allottee/s proportionately.

21. CONVEYANCE:

21.1 After completion of the construction work and sale of all the building/s in the project on the said land, an association of apartment owners including the bye laws of the proposed association of apartment's owners of the project shall be formed and if required by the Promoter the Allottee/s shall sign all necessary documents.

21.2 No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws or the Memorandum and or Article of Association if the same are required to be made by the Promoter as per their commitments to various persons, Allottee/s and or any other competent authority as the case maybe. This condition is the essence of the agreement.

21.3 Unless prevented by the circumstances beyond the control of the Promoter, it is agreed that the said land along with the building/s constructed or to be constructed thereon, shall be subjected to the provisions of Maharashtra Apartment ownership Act, 1970, and the flat will be conveyed by the Promoter herein within one year from and after (a) Obtaining the full and final completion certificate in respect of the entire project in the layout of the entire scheme and utilization of entire FSI and TDR/land potential permissible to be utilized on the entire said land as per development control rules of Pune (irrespective of previous sanction or not of FSI) (b) Sale of all flats in all building/s in the scheme (c) Acceptance of the

draft of Deed of Declaration and Deed of Apartment by the Promoter by their mutual consent and (d) After receiving the entire amount & all dues from all the Allottee/s including maintenance charges, outgoings, stamp duty, registration fees, VAT, service tax etc. This agreement itself is a Declaration by the Allottee/s as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats to the provisions of the said act.

21.4 Such conveyance and/or Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 shall be subject to exclusive, limited common rights of the flat Allottee/s and commitments of the Promoter. The Promoter shall be entitled to amend/frame the bye laws, rules, etc. of the association as per terms of this agreement and also with a view to maintain decorum, beautification of the buildings, open grounds and common amenities, etc. The Promoter in its absolute discretion and at its option may execute and register such conveyance even before the aforesaid stipulated period.

21.5 The Promoter has retained his rights in regards to utilization, construction and sale of all or any residual FSI, floating FSI, TDR and land potential allowed and available to be utilized on the said land or any other land. The Promoter shall at his own discretion choose to be a part of the Association for the said purpose. The Promoter shall also be at liberty to transfer this right to any person/organization/body etc. and the Allottee/s in his individual capacity and as a member of the Association to be formed shall not object to the same and thereby gives his/her/their consent to the same.

22. UNDERTAKING BY THE ALLOTTEE/S:

The Allottee/s himself/herself/themselves with intention to bring all persons into whatsoever hands the said Flat may come, doth hereby covenant, agree, assure and undertake unto the Promoter as follows:

22.1 To maintain the said Flat at Allottee/s own cost in good tenantable repair and condition from the date of possession and shall not do or cause to be done anything in or to the said Flat or the building in which the said Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said Flat and/or the building in which the said Flat is situated and the said Flat itself or any part thereof.

22.2 Not to store in/outside the said Flat/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure or the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said Flat is situated or to the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

22.3 To carry out at his/her/their own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter, provided that for the defect liability period such repairs shall be carried out by the Allottee/s with the written consent and the supervision of the Promoter and shall not do or

cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned authority and/or other public authority.

22.4 Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof, or in or to the building in which said Flat is situated and not make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or R.C.C. pards or other structural changes in the said flat without the prior written permission of the Promoter and/or the Ultimate Organization as the case may be.

22.5 Not to do or to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby there may be an increase in premium of the insurance.

22.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building/s.

22.7 Not to close balconies with Aluminum sliding windows and/or mild steel grills at any point of time. In case the Allottee/s carries out any work of enclosing the balconies in any manner whatsoever, then the Promoter and/or the ultimate organization of tenement Allottee/s as the case be, shall have a absolute right to remove the same at the costs, expenses, risks and responsibility of the Allottee/s.

22.8 Not to put for drying, or otherwise, clothes, or keeping flower pots, etc. on the balcony parapets, windows sills or extended grills and such other openings as to give unpleasant sight from outside and/or to damage/spoil wall paint.

22.9 To observe and perform all the rules and regulations which the Ultimate Organization 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/s and the Flat and tenements 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions lay down by the Ultimate Organization regarding the occupation and use of the said Flat and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this Agreement.

22.10 Till completion and sale of the entire scheme the Allottee/s 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 Flat and the property and building/s or any part thereof to view and examine the state and conditions thereof.

22.11 Not to obstruct the development work for any reasons and in any way.

22.12 Not to enclose, cover, fence or otherwise chain the car parking areas (if allotted.)

23. OTHER CONDITIONS:

23.1 It is specifically understood that the brochure/s published by Promoter from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture layout in a Flat, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and are not facts. These specification/amenities are not agreed to be developed or provided.

23.2 The Allottee/s is/are aware that the perspectives/Elevation plans shown on the plans and/or in brochures are tentative and are likely to undergo change in course of construction. The Allottee/s shall have no objections/complaints whatsoever on that account.

23.3 The Allottee/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of accommodation/flat/garage/Car parking etc., on the ground of Religion/Caste/Creed or nuisance/annoyance/inconvenience for any profession/trade/business etc., that has been or will be permitted by law or by local authority in the concerned locality.

23.4 In the event the Ultimate Organization is handed over the administration of the property, before the sale and disposal of all the accommodation/tenements in the building/s, all the powers, authorities and rights of the accommodation Allottee/s herein shall be always subject to the Promoter 's over all right to dispose of unsold flats and all other rights thereon, it is specifically agreed between the parties hereto that for the unsold flats/tenements/units the Promoter herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold tenements. Nor will the Promoter or the new incoming Allottee/s be liable and required to pay any transfer charges, premium, etc.

23.5 The Allottee/s hereby authorizes and empowers the Promoter to make representations by executing such documents and forms as may be necessary, for procuring electricity connection, water connection and meter for the said flat in the name of Allottee/s, Municipal Assessment of the said flat in the name of Allottee/s and for such other record as may be found required, to be in the name of the Allottee/s. The Allottee/s undertakes to bear all the expenses at actuals for the same.

23.6 The Allottee/s understands that the work of the development and construction on the said land by the Promoter may continue even after grant of possession of the said flat to the Allottee/s. The Allottee/s shall not make any claims of any nature, relating to or on account of nuisance, annoyance, damages or compensation in this respect.

23.7 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Flat hereby agreed to be

sold to him/her/them and all common, areas and facilities as described in Third Schedule herein below will remain the property of the Promoter until the conveyance.

23.8 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance nor shall the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

23.9 The Promoter has not undertaken any responsibility nor has it agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

23.10 The Allottee/s herein represents, assures and declares that neither the Allottee/s nor the members of the family are debarred or disentitled to acquire the said Flat under any statute, notification, rule for the time being in force.

23.11 The Allottee/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements/s with several other person/s and party/s. The Allottee/s has/have no objection and has/have given his/her/their irrevocable consent for the same.

23.12 The Allottee/s has read and understood all the terms and conditions of indemnity bonds/undertakings, etc given by the Promoter to the Collector/Corporation or any other authority, and terms and conditions mentioned in Commencement certificate, NA order and Completion certificate (if any) and Allottee/s agrees that this agreement is subject to the said terms and are also binding on him/her/them.

23.13 The Promoter herein may be constructing the building/s on the said land in phases and the Allottee/s herein undertakes not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

23.14 The Promoter shall have a first charge and/lien on the said flat in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement.

23.15 The Promoter shall be entitled to allot by way of lease or license any portion of the said land to any Government/Semi Government/Local authority/MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

24. REPRESENTATION:

24.1 The Allottee/s has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the said land t and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee/s liable for any costs or affecting his/her/their interest. It is made clear

that no other specific permission/authority is required from the Allottee/s/Association for this purpose.

24.2 The Allottee/s hereby irrevocably authorizes and empowers the Promoter to represent him before the concern authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter shall represent the Allottee/s to do all the necessary things in all the departments of the Pimpri Chinchwad Municipal Corporation, Collector, Government, Semi-Govt., MSEDCL etc and the same shall stand ratified and confirmed by the Allottee/s herein. If for any reason the Promoter requires Allottee/s' personal representation in the form of signature then the Allottee/s shall sign the same and shall not withhold the same for any reason whatsoever.

25. RESTRICTIONS ON ALLOTTEE/S:

The Promoter has informed the Allottee/s and the Allottee/s is aware that the Purchase of the said flat shall be subject to all the following conditions:

25.1 Construction of a loft and other civil changes done internally shall be at the risk and cost of the Allottee/s who shall not damage the basic R.C.C. structure.

25.2 The Construction of chimneys, hanging telephone and telex wires, electric connection, fax, teleprinter, computer devices which requires external wiring cables, lines, dish antennas will not be permitted except in the form prescribed by the Promoter and his/her Architect in writing.

25.3 The installation of any grills or any doors shall only be as per the form prescribed and Promoter's Architect.

25.4 The parking area (if allotted) shall not be covered/enclosed under any circumstances.

25.5 The Allottee/s shall not join two adjacent flats and shall not demolish or cause to be demolished and is denied at any time to make any addition or alteration of whatsoever nature in or to the structure or construction of the said flat.

25.6 All phase wise construction has been made and executed for the convenience of the Promoter. No separate fencing and/or gate will be allowed for separating any particular phase or building for whatsoever reason. All Allottee/s in all phase/s and building/s shall have free access to all other phases and building/s i.e. entire project.

26. EFFECT OF LAW:

26.1 This Agreement shall always be subject to the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 and the rules made thereunder.

26.2 It is specifically agreed by and between the parties hereto that in the event of any part of the present agreement or clause/s or part of the clause or clauses being found to be void or being discovered to be void or becoming void on account of any law, rules, regulations, etc., then in that case the entire agreement shall not be treated as void-ab-initio

but in such case part of the present agreement or clause or clauses or part of the clause or clauses shall unless not possible be severed from rest of the present agreement or clause or of the present agreement or clause or clauses or part of the clause or clauses as if it never existed in this agreement.

27. NAME OF THE HOUSING SCHEME:

The name of the Project shall be '**BELLAGIO**' and this name shall not be changed without the written consent of the Promoter.

28. PROJECT FINANCE:

28.1 The Allottee/s hereby consent/s and authorize/s the Promoter for raising any finance by way of mortgage of the said land or scheme or any portion thereof, as and when so deemed necessary by the Promoter. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or otherwise deal with its right, title and interest in the said land and building/s to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said Flat agreed to be purchased by him/her/them in terms of this Agreement.

28.2 The Allottee/s may obtain finance from any bank/financial institution or any other source for purchase of the Flat, but the Allottee/s obligation to purchase the Flat pursuant to this Agreement shall not be contingent on the Allottee/s ability or competency to obtain such finance and the Allottee/s will remain bound by the terms of this Agreement. The Allottee/s hereby agrees that in case he has availed of any loan facility for the purchase of the Flat, then upon execution and registration of Conveyance Deed in respect of the Flat, the original Conveyance Deed shall be received by the Promoter on behalf of the Allottee/s from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the Flat in accordance with the terms of grant of the loan.

29. NOTICE/S:

All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by Courier, Registered Post, Under Certificate of Posting or Ordinary Post at his/her/their address/s specified in the title of this agreement or at the address intimated in writing by the Allottee/s by registered post after execution of this agreement.

30. REGISTRATION:

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

31. TERMINATION OF AGREEMENT:

31.1 On the Allottee/s committing default in payment on the due dates, of any of the installment payable under this Agreement or any other amount due and payable under this Agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and any other outgoings), or on the Allottee/s committing breach of any of the terms and conditions of this Agreement, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

31.2 Provided always, the power of termination under this Agreement shall not be exercised by the Promoter, unless the Promoter has given to the Allottee/s 15 (fifteen) days prior notice in writing, of its intention to terminate the Agreement and pointing out the breach/s of the terms and conditions on account of which it intends to terminate this Agreement and the Allottee/s has/have failed and/or neglected to rectify the breach/s within the period or 15 (fifteen) days of such notice.

31.3 Provided further that upon the termination of this agreement, after deducting 10% amount of the total consideration as the earnest money, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Allottee/s the installments or price which the Allottee/s might have till then paid to the Promoter but without any interest, the aforesaid amount shall be paid by the Promoter to the Allottee/s by cheque along with notice in writing by Registered Post Acknowledgement due immediately, prior to resale of the said Flat and on such condition the Promoter shall be entitled to resale the said Flat and/or dispose off or otherwise alienate the same in any of the manner as the Promoter

31.4 herein in his/its/their sole discretion thinks fit.

32. STAMP DUTY AND REGISTRATION CHARGES:

The necessary stamp duty and registration charges and allied expenses for registration of the present Agreement shall be paid by the flat Allottee/s.

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

**SCHEDULE I
(DESCRIPTION OF THE SAID LAND)**

All the piece and parcel of property bearing Survey No. 185, Hissa No. 4, area admeasuring 03 H 24 R + 00 16 R, total area admeasuring 03 H 40 R, assessed at Rs. 05.00 Paise, out of it area admeasuring 35000 Sq. Ft. i.e. 3252.78 Sq. Mtrs. as per Joint Venture Agreement dated 14/08/2013 (area admeasuring 33091 Sq. Ft. i.e. 3074.25 Sq. Mtrs. as per sanctioned plans by The Pimpri Chinchwad Municipal Corporation), situated at village Ravet, Tal. Haveli, Dist. Pune and within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar Haveli & which is bounded as under-

- On or towards East - By Sarkari Panand & thereafter property of Pradhikaran.
- On or towards West - By remaining property from Survey No. 185/4.
- On or towards South - By Sarkari Panand & thereafter property of Pradhikaran.
- On or towards North - By house property of Mr. Tukaram Dhondiba Bhondve from Survey No. 191/1/2/1/2.

**SCHEDULE II
DESCRIPTION OF THE SAID FLAT**

Project Name.	:	BELLAGIO
Building	:	'A'
Floor	:	_____
Flat No.	:	_____
Carpet Area of Flat	:	_____ Sq. Mtr. Equivalent to ____ Sq. Ft
Carpet Area of Enclosed Balcony	:	_____ Sq. Mtr. Equivalent to ____ Sq. Ft
Carpet Area of Attached Terrace	:	_____ Sq. Mtr. Equivalent to ____ Sq. Ft
Parking	:	_____

**SCHEDULE III
AMENITIES & SPECIFICATIONS**

Amenities in the Project:

- Children Play Area.
- Fire fighting system.
- Rain water Harvesting.
- Solar water heating system on the top terrace.
- Landscaped garden.
- Entrance gate to the project & security cabin.
- Internal concrete/paving blocks in Side Margins.
- Two Automatic Lifts.
- Diesel Generator Electrical backup to all common areas and Lifts.

Specifications on Building and Flat:

Structure

- RCC frame structure

Masonry

- Both Internal and external walls in AAC Blocks
- External sand face plaster & Internal plaster in POP

Flooring

- 2'x 2' vitrified flooring in Living and Bedrooms
- Anti skid tile for toilets flooring & attached terrace

Kitchen

- L shaped Granite kitchen otta with Stainless Steel Sink with 3 feet dado tiles above kitchen platform.
- Electrical Point Provision for exhaust fan and water purifier

Toilets

- Concealed plumbing with Cera Make CP Fitting & Sanitary ware
- Electrical Point Provision for exhaust fan and Geyser

Paint

- Internal OBD paint on putty finish. External cement paint.

Doors and Windows

- Powder-coated aluminum sliding windows with mosquito net.
- Safety Grills in Mild Steel to each window.
- Flush doors to all rooms & main entrance.
- GI foldable doors for terrace openings.

Electricals

- Concealed copper wiring.
- Circuit for inverter back-up in each flat.
- Hager make Electrical Switches and MCB

NOTE:

1. The aforesaid specifications are general and will be provided in the residential accommodation as suitable in accommodation as per the discretion of the Promoter.
2. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item, which is agreed aforesaid.

SCHEDULE IV**(A) COMMON AREAS AND FACILITIES:**

As mentioned in the schedule III above

(B) LIMITED COMMON AREAS AND FACILITIES:

1. The parking in each wing/building as the case may be shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holder in such building or tenement holder in any building of the scheme.
2. Parking being open to sky in side margin of the building in the project shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holders in any building of the scheme.
3. Terraces adjacent to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building/wing.
5. All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are restricted area and facilities which include, the marginal open spaces, terraces, car-parking within the said land and in the building/s which is/are under construction on said land are reserved and Promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. or to convert the Restricted Area into Common Area or vice-versa.

**SCHEDULE V
(PAYMENT SCHEDULE)**

Total Agreement Consideration: Rs _____/- (**Rupees _____ Only**).
out of which Rs. ____ /-(**Rupees _____ Only**) have been paid by the Allottee to the Promoter on or before the agreement, the balance amount Rs. _____/-(**Rupees _____ Only**) is to be paid by the Allottee to the Promoter by the following payment schedule.

Percentage	State of Payment
10%	At the time booking
10%	At the time of agreement
20%	At the time of Plinth
10%	Commencement of First Slab
10%	Commencement of Third Slab
10%	Commencement of Fifth Slab

10%	Commencement of Seventh Slab
5%	Commencement of Brick work
5%	Commencement of Plaster Work
8%	Commencement of Tiling Work
2%	Offer of Possession
100%	Total Consideration

IN WITNESS WHEREOF the parties hereto have put their respective hands to this Agreement on the day and date first mentioned hereinabove.

SIGNED, SEALED AND DELIVERED BY)
M/s. SHRUSHTI DEVELOPERS)
Through its Partners,)
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1. MR. DHONDIBA TUKARAM BHONDVE)
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2. MR. NITIN JAGANNATH AGARWAL)
PROMOTER)

SIGNED, SEALED AND DELIVERED BY)
1. MRS. SAVITRABAI ALIAS SAVITRA MARUTI GAIKWAD)
2. MR. MARUTI BHAGUJI GAIKWAD)
3. MR. UDDHAV MARUTI GAIKWAD)
4. MR. SHASHIKANT MARUTI GAIKWAD)
5. MR. PRADEEP MARUTI GAIKWAD)
6. MRS. VIDYA VINAYAK DAVARE)
Through Power of Attorney Holder,)
M/s. SHRUSHTI DEVELOPERS)
Through its Partner,)
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MR. DHONDIBA TUKARAM BHONDVE)
CONSENTING PARTY 1)

