

To,

\_\_\_\_\_  
\_\_\_\_\_

## ALLOTMENT LETTER

Sir / Madam

1. We are developing the physical undivided portion of land admeasuring 3856 sqmtrs. out of the total area of the portion of land admeasuring 15092 sqmtrs. being land carved from and out of the total area of the land bearing Plot No. B carved out of the sanctioned layout plan of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares lying, being and situated at revenue Village-Pashan, Taluka – Haveli, District – Pune within the limits of the Pune Municipal Corporation and within the registration District Pune Sub-District- Taluka Haveli (hereinafter called as the Said Land) by carrying out construction of building Nos. A1 and B1 thereon in the Scheme / building project known as “Sanctum” (hereinafter called as the “said Scheme). The construction of building Nos. A1 and B1 in the said Scheme is under progress. The said building Nos. A1 and B1 each are having two parking floors plus (17) seventten upper floors (hereinafter called as “the said project”).

2. You being desirous of booking a flat in the above said project have requested to allot the flat bearing No.\_\_\_\_ having a carpet area of\_\_\_\_ sqmtrs. situated on the \_\_ \_ floor in the building No. \_\_\_\_\_ (Hereinafter called as “the Said Flat”) in the said project.

3. Subject to your accepting the following conditions we agree to allot you the said flat :

- a) The copies of the sanctioned layout plan of the above scheme and the building plans of the said project duly approved by the sanctioning authority i.e. the Pune Municipal Corporation have been provided to you and the same are verified by you.

- b) The copy of the title report / title opinion in respect of the Said Land issued by the Advocate of the Promoter has been provided to you.
- c) The details of the specification and the amenities proposed to be provided in the said project and the said flat have been provided to you and the same are accepted by you. The copy of the specification and amenities is attached herewith.
- d) You have personally carried out the actual inspection of the said scheme and the said flat which is under construction.
- e) At present % work of the building in which the said flat is situated has been completed. At present the work upto\_\_ is completed and\_\_ work is in progress.
- f) The time Schedule for completion of the construction of the said building project including the provisions for civic infrastructure like water, sanitation and electricity is before\_\_\_\_\_date and the same is understood and agreed by you. Subject to a grace period of six months
- g) The construction of the said flat will be completed and the possession of the said flat will be delivered to you on \_\_\_\_\_ date. Subject to a grace period of six months
- h) The total consideration in respect of the said flat amounting to Rs.\_\_\_\_\_ shall be paid by you in the following manner and you have agreed to pay the said amount as per the schedule / manner given below :

<b>Amount</b>	<b>Percentage</b>	<b>Particulars</b>
<b>(Rs)</b>	<b>(%)</b>	
Rs._____	10%	As advance payment or application fees
Rs. _____	15%	Paid by the Allottee at the time of booking to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs. _____	15%	Payable by the Allottee to the Promoter on completion of plinth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of First slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Fifth slab of the subject building.

Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Eighth slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Twelfth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Fifteenth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Nineteenth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster, flooring, doors & windows of the said flat
Rs. _____	5%	Payable by the Allottee to the Promoter on completion Sanitary Fittings, Staircase, Lift wells, Lobbies upto the floor level of the said Apartment
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located
Rs. _____	10%	Payable by the Allottee to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs. _____	5%	Payable by the Allottee to the Promoter on delivery of possession of the said Flat.
Rs. _____	<b>100%</b>	<b>Total Consideration</b>

The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Allottee/s separately as and when the same will be due or payable under this agreement.

4. The draft of the proposed agreement for sale to be entered into between us on one part as the Promoters of the said scheme and yourself on the other part as allottees has been seen and approved by you.

5. Nothing contained herein shall be construed as an agreement for sale of the said flat in your favour. Subject to the terms mentioned herein, and subject to execution of the agreement for sale of the flat in your favour and subject to your fulfilling / adhering to all the obligations to be performed on your part of the agreement, the said flat will be allotted to you, subject to the terms and conditions of such agreement.

6. In case if the registered agreement for sale is not executed by you within a period of 30 days from the date of this Allotment Letter, subject to the payment of the amount as per the schedule given above then this Allotment letter will automatically stand cancelled and in such event you will be entitled to receive the booking amount paid by you without any interest or any other additional amount/payment.

Promoter.

Allottee  
Read and Accepted.

## AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR TWO THOUSAND SEVENTEEN.

### BETWEEN

**"KUMAR – GOVIND JOINT VENTURE"**, A Joint Venture having its office at - 2413, East Street, Kumar Capital, Camp, Pune- 411 001 through its constituents-

**1) M/S. KUMAR COMPANY**, A Partnership Firm registered under the Indian Partnership Act – 1932, having its office at 2413, East Street, Camp, Pune- 411 00 through its Partner SHRI KEWALKUMAR KESARIMAL JAIN (which expression shall mean and include the said firm, its partner from time to time, their successors assigns, administrators etc..) and **2) SHRI. GOVINDRAO EKNATH NIMHAN**, Age - 65 years, Occupation - Agriculturist / Business, R/at :- Navdurga Bungalow, Survey No.1, Pashan Chowk, Pashan, Pune- 411 021. (which expression shall mean and include his heirs, successors, administrators etc..) Hereinafter jointly and collectively called and hereinafter referred to as **"THE PROMOTER" ..... THE PARTY OF THE FIRST PART.**

### AND

Hereinafter referred to as **" THE ALLOTTEE"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Allottee/s, Purchaser/s, his/her/their heirs, executors, successors, shareholders, administrators and assigns) **PARTY OF THE SECOND PART.**

### AND

**SHRI GOVINDRAO EKNATH NIMHAN**, Age:- **65** years, Occupation - Agriculturist / Business, residing at :- Navdurga Bungalow, Survey No.1, Pashan Chowk, Pashan, Pune - 411 021 hereinafter referred to as **"THE CONSENTING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Consenting Party, his heirs, executors, etc..) .... **PARTY OF THE THIRD PART;**

**WHEREAS** all that piece and parcel of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares i.e. 27100 sqmtrs., lying being and situated at Village- Pashan, within the jurisdiction of the Sub-Registrar,

Haveli within the limits of Pune Municipal Corporation is owned by SHRI. GOVINDRAO EKNATH NIMHAN i.e. the Consenting Party herein.

**AND WHEREAS** the layout plan of the above mentioned land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares has been sanctioned by the Pune Municipal Corporation vide permission No. 4234/2011 dated 09/03/2012 whereby Plot No. B admeasuring 21599.40 sqmtrs. is carved out of the total area of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares. The said Plot No.B admeasuring 21599.40 sqmtrs. is more particularly described in the **Schedule-I** written hereunder and hereinafter referred to or called as **"the Said Entire Land"** for the sake of convenience.

**AND WHEREAS** the Collector Pune has granted the permission for the Non- Agricultural use of the Said Entire Land vide permission bearing No. PMH/NA/SR/369/2012 dtd. 28/02/2013.

**AND WHEREAS** the Consenting Party entered into a Joint Venture Agreement dated 18/08/2015 with M/s. Kumar – Govind Joint Venture i.e. the Promoter herein for carrying out the Development of the Said Entire Land.

**AND WHEREAS** by virtue of the aforesaid Joint Venture Agreement dated 18/08/2015 the Promoter became well and sufficiently entitled to develop the Said Entire Land and to sell the units/flat/tenements/premises constructed thereon by the Promoter and to receive the sale proceeds there from subject to the terms of the Joint Venture Agreement dated 18/8/2015. The detail flow of title/ownership of the Said Entire Land is mentioned in the Title Report annexed herewith.

**AND WHEREAS** the revised building plan in respect of the Said Entire Land has been sanctioned by the Pune Municipal Corporation (PMC) vide permission No. CC/2078/2016 dated 14/10/2016. As shown in the revised sanctioned plan, out of the total area of Said Entire Land, a portion of land admeasuring 4310.65 sq.mtrs. and differed area admeasuring 532.75 i.e. total area admeasuring 4843.40 sqmtrs. is affected by 24 M. Wide D.P. Road, an area admeasuring 362 sq.mtrs. is under Nala, an area admeasuring 451 sq.mtrs. is under 12 Meter wide D.P. Road, an area admeasuring 246 sq.mtrs. is affected by NG-8 (Nala Garden) Reservation and an area admeasuring 605 sq. Mtrs. is affected by VM-22 (Vegetable Market) reservation. The area of land admeasuring 1509.20 sq.mtrs. is left towards the Open space as shown in the sanctioned building plan.

**AND WHEREAS** out of the total area of the Said Entire Land the Promoter has decided to develop a portion of land admeasuring 15092 sqmtrs. by carrying out construction of a building project thereon known as **"SANCTUM"** (hereinafter referred to as the **"Said Scheme"**) in phase wise manner / different phases by carrying out construction of multi-storied buildings thereon. [The said portion of land admeasuring 15092 sqmtrs. is more particularly described in the **Schedule-II** written hereunder and is hereinafter referred to or called as **"The Schedule-II Property"** for the sake of convenience]. In the **First Phase** the Promoter has proposed to construct two buildings which are presently under construction i.e. the building Nos. A1 and B1 each having Two parking Floors and Seventeen upper floors as per the revised building plan approved by the PMC.

**AND WHEREAS** the different areas/portions of land falling under the various roads/reservations out of the total area of the Said Entire Land as mentioned above, will be handed over to the Pune Municipal Corporation by the Promoter and the compensation in lieu of surrendering/handing over the areas of land under the above roads/reservations, either in the form of FSI/TDR and or monetary compensation will be received by the Promoter for the sole use and benefit of the Promoter and/or will be utilised by the Promoter for carrying out construction by utilising the same on the Schedule – II Property/ and/ or any other property / and / or to sell such FSI/TDR to any third person and to receive the consideration towards such sale/alienation for the sole use and benefit of the Promoter.

**AND WHEREAS** the Promoter hereby declares that as per the layout and building plan approved by the Pune Municipal Corporation vide Sanction No. CC/2078/2016 dated 14/10/2016, the present sanctioned FSI in respect of the Schedule – II Property is 13582.80 square meters. However an additional FSI including permitted TDR and paid FSI allowed for construction on the Schedule – II Property is admeasuring 52846 sqmtrs. (in words fifty two thousand eight hundred and forty six square meters) [including the FSI/TDR to be sanctioned/granted in respect of the area of land under roads, reservations etc. out of the total area of the Said Entire Land] as per the Development Control Rules/Regulations of the PMC

**AND WHEREAS** the FSI admeasuring 13497.21 sqmtrs. is being utilized for construction of the building Nos. A1 and B1. The construction of building No. A1 and B1 is in progress. The (proportionate) undivided portion of land in respect of the construction of the building Nos. A1 and B1 is admeasuring 3856 sqmtrs. (which proportionate undivided portion of land admeasuring 3856 sqmtrs. is more particularly described in the **Schedule – III** written hereunder and is hereinafter referred to or called as **"The Said Property"** for the sake of brevity and convenience i.e. the Project Land).

The construction of the proposed building Nos. A1 and B1 by utilising the FSI admeasuring 13497.21 sqmtrs. out of the total FSI and TDR allowed for construction in respect of the Schedule – II Property is hereinafter referred to or called as (**“The Said Building Project”/ “Said Project”**) The Promoter has already commenced the construction of the Said Building Project in accordance with the approved building plans.

The Promoter reserves its rights to develop the remaining area out of the Schedule – II Property as may be deemed fit and proper by the Promoter as per the building plans which may be hereafter approved by the Pune Municipal Corporation from time to time as a separate and independent building project by utilising the entire available and future FSI/TDR of the Said Entire Land as disclosed herein.

In addition to the present permitted FSI admeasuring 13582.80 sqmtrs. sanctioned for construction in respect of the Schedule – II Property, an additional FSI including permitted TDR and paid FSI in respect of the Said Entire Land allowed for construction on the Schedule – II Property is 52846 sqmtrs. as per the Development Control Regulations of the Pune Municipal Corporation. The Promoter has proposed and intends to utilise such additional FSI including the permitted TDR and paid FSI for construction on the Schedule – II Property by carrying out construction of additional buildings by utilising the said entire proposed FSI and permitted TDR.

The Promoter has commenced construction of the Said Scheme in phases on the Schedule – II Property. Considering the fact that construction of the buildings will be done in phase wise manner and considering the period for completion of all proposed phases to be constructed on the Schedule – II Property, it is likely that there will be change in DC rules and regulations, specifically regarding FSI/TDR potential. The Promoter specifically informs the Allottee and reserves its right to utilise all such future FSI/TDR or potential under any name of the Said Entire Land, for construction of the buildings / and or future phases on the Schedule-II Property. The Promoter also reserves its rights to revise the plans accordingly for better utilisation of such proposed potential.

All the rights, title, interest and the benefits of the area of land under the various Roads and Reservations as stated hereinabove vest in the Promoter. The said area will be handed over to the Pune Municipal Corporation by the Promoter and the compensation in lieu of surrendering/ handing over the area of land under the roads and reservations, either in the form or FSI/TDR and or monetary compensation will be received by the Promoter for the sole use and benefit of the Promoter and/or will be utilised by the Promoter for carrying out construction by utilising



the same on the Schedule – II Property/ and/ or any other property / and / or to sell such FSI/TDR to any third person and to receive the consideration towards such sale/alienation for the sole use and benefit of the Promoter.

The Promoter has appointed **Architect Swapnil Deshpande**, of Pune as their Architect and **M/s. Sunil Mutalik & Associates** as the Structural Engineer for the preparation of the structural designs and drawings of the said building/s. The Promoter accepts the professional supervision of Architect and the Structural Engineer till the completion of the said building/s but the Promoter herein has reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

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

The Promoter has registered the Said building Project proposed to be developed on the Said Property with the Real Estate Regulatory Authority, Maharashtra State, under the provisions of The Real Estate (Regulation and Development) Act, 2016 vide registration Certificate No. \_\_\_\_\_ dated \_\_\_\_\_. The Copy of the said Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as Annexure – "G".

The Allottees herein demanded from the Promoter, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Entire Land, the said scheme i.e. Sanctum and the said building project situated therein, and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter, including the disclosure as to future/proposed potential of the Said Entire Land and right of the Promoter thereof and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("**MOFA**"), Real Estate (Regulation and Development ) Act, 2016 ("**RERA**") along with the rules and regulations formulated thereof;

S) The copy of the 7/12 extract, the copy of Title Report issued by the Advocate of the Promoter, in respect of the said property and the copy of the plan of the flat agreed to be purchased by the Allottee/s and approved by the Pune Municipal Corporation have been

annexed hereto & marked as **Annexure "A", "B" and "C"** respectively; The Copy of the layout plan approved by the Pune Municipal Corporation is attached herewith as Annexure "D".

**AND WHEREAS** after the Allottee's enquiry, the Promoter requested the Allottee/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the said property and therefore, agreed to purchase the Flat No. \_\_\_\_\_ situated on the \_\_\_\_\_ floor in the building No. \_\_\_\_\_ in the said building project. The Carpet Area of the Said Flat is \_\_\_\_\_ square meters i.e. \_\_\_\_\_square feet. The said flat is more particularly described in **Annexure `E'** annexed hereto and hereinafter for the sake of brevity and convenience referred to as **"THE SAID FLAT")**;

*[Explanation – "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, exclusive dry balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.]*

In addition to the above mentioned carpet area of the Said Flat an exclusive balcony admeasuring \_\_\_\_\_ sq.mtrs. of carpet area, an exclusive dry balcony admeasuring \_\_\_\_\_ sq.mtrs. of carpet area appurtenant to the said Apartment for exclusive use of the Allottee and an exclusive open terrace admeasuring \_\_\_\_\_ sq.mtrs. of carpet area is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

**AND WHEREAS** the Purchaser/s is/are aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of Flats / units / tenements/ buildings/premises etc., in the said building project. The Allottee is also fully aware of the fact that save and except the said building project, the construction whereof is presently in progress, the Scheme of development of the Schedule-II Property/ remaining area out of the Schedule-II Property (i.e. the development / construction of the other buildings in the said scheme / i.e. phase – II or future phases as mentioned above) is subject to change and / or modification, as may be deemed fit and proper by the Promoter as well as the sanctioning authority and the Purchaser has /have no objection to the same.

Relying on the representation, declaration and the assurance from the Allottee about his/her/their satisfaction of marketable title and authority of the Promoter to develop the Said Property, and that the Allottee, having fully understood all the disclosures made by the

Promoter, the Promoter herein agrees to sell and the Allottee/s herein agrees to purchase the Flat No. \_\_\_\_\_ having Carpet Area admeasuring \_\_\_\_\_ square meters i.e. \_\_\_\_\_square feet. situated on the \_\_\_\_\_ floor in the building No. \_\_\_\_\_ at or for the total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_only) in the said building project in the scheme known as "**SANCTUM**" Which flat is as described in the **Annexure– E** annexed hereto, (hereinafter referred to as "the said flat").

The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_only) being the earnest money / the part payment of the sale consideration towards the sale of the said flat and receipt whereof the Promoter doth hereby admit and acknowledge and the Purchaser has agreed to pay the balance amount of the consideration in the manner appearing hereinafter.

Under section 13 of The Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written agreement for sale of the said Flat in favour of the Allottee / the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act 1908. The Flat Purchaser shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

1) The parties hereto agree and confirm that the term Said Entire Land referred in this Agreement anywhere agreed and admitted to mean and include:

i. All that pieces and parcels of the area of the land bearing Plot No. B admeasuring 21599.40 sqmtrs. being plot carved out of the sanctioned layout plan of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares lying, being and situated at revenue Village-Pashan, Taluka – Haveli, District – Pune within the limits of the Pune Municipal Corporation and within the registration District – Pune, Sub District – Taluka – Haveli and which plot is more particularly described in the **Schedule-I** written hereunder along with the rights to use and utilize present and future F.S.I. / FAR available against the Said Entire Land, and Transferable Development Rights available against the Said Entire Land and to use the same elsewhere and use and load the Transferable Development Rights upon the Said Entire Land and along with the rights to

use and utilise the increased / additional F. S. I. available in respect of the Said Entire Land as and when the same becomes available due to change in rules, new policies or otherwise.

ii) The parties hereto agree and confirm that the term Schedule – II Property referred in this Agreement anywhere agreed and admitted to mean and include - All that pieces and parcels of the area of the portion of land admeasuring 15092 sqmtrs. being land carved from and out of the total area of the land bearing Plot No. B carved out of the sanctioned layout plan of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares lying, being and situated at revenue Village-Pashan, Taluka – Haveli, District – Pune within the limits of the Pune Municipal Corporation and within the registration District – Pune, Sub District – Taluka – Haveli and which portion of land admeasuring 15092 is more particularly described in the **Schedule-II** written hereunder along with the rights to use and utilize present and future F.S.I. / FAR available against the Schedule-II Property and the Transferable Development Rights available against the Schedule-II Property.

1.1) The parties hereto agree and confirm that the term Said Property referred in this Agreement anywhere agreed and admitted to mean and include:

i. All that pieces and parcels of the (proportionate) physical undivided portion of land admeasuring 3856 sqmtrs. out of the total area of the Schedule-II Property and which is portion of land admeasuring 3856 sqmtrs. is more particularly described in **Schedule - III** written hereunder whereupon the said building project is being developed.

1.2) “The Said Building Project” means the proposed building Nos. A1 and B1 having Two parking Floors and Seventeen upper floors, in the Said Scheme known as Sanctum to be constructed on the Said Property described in the Schedule – III written hereunder by utilising FSI admeasuring 13497.21 sqmtrs from and out of the total FSI including the TDR admeasuring 52846 sqmtrs. allowed for the construction on the Schedule – II Property as mentioned above.

1.3) “Carpet Area” shall mean the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the purchaser and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat.]

1.4) "Covered parking space" means an enclosed or covered area as approved by the Pune Municipal Corporation as per the applicable Development Control Regulations for parking of vehicles of the Purchasers which may be in basements and/or stilt and/or podium;

1.5) "FSI "or" Floor Space Index" shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;

1.6) Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the sanctioned layout / building plan of the Schedule – II Property which is sanctioned by the Pune Municipal Corporation vide sanction No. CC/2078/2016 dated 14/10/2016.

1.7 (i) Common Amenities includes the Purchaser's right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to Said Property, as per the plans sanctioned by the Pune Municipal Corporation, right to use staircase, common passage etc.

ii. Right to use the Club House (i.e. the Common Club House and the swimming pools, provided in the Scheme "**SANCTUM**" for all the flat purchasers in all the buildings to be constructed and proposed to be constructed in the Second Phase / future Phases i.e. all the units/tenements/premises/flats/etc. purchasers in all the buildings to be constructed on the Schedule-II Property. However subject to the norms / rules and charges as may be framed by the Promoter/the Society from time to time and right to use the land appurtenant to the building in which the flat is located.

1.8 Internal Roads and Pathways, which are provided in the layout of the said Property.

The List of Common Areas and Common facilities is mentioned in **Schedule – IV** written hereunder

1.9. Phase – I means the building No. A1 and B1 in the Said Scheme known as the "Sanctum" to be constructed by the Promoter having a proportionate undivided portion of land admeasuring 3856 sqmtrs. (including area under proportionate open space) out of Schedule – II Property out of the Said Entire Land. Phase – II means the construction of the future buildings in the Said Scheme known as "Sanctum" on an undivided portion of land out of the

total area of the Schedule-II Property, by utilising FSI and TDR permitted in respect of the Said Entire Land.

1.92. The body / apex body means one or more Body or Bodies or the federation of societies which may / will be formed of the Co-operative Housing Society/ies of the different buildings / phase wise societies in the different building/s and all also includes such a Apex Body / Federation of all the societies of all the bodies/individual societies of the buildings that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the different buildings / phase wise building/s which will be constructed upon any portions of the land out of the Schedule-II Property.

1.10 Said property means rights of the Promoters in the Said Property and ownership rights in the buildings, which will be constructed upon the Said Property.

1.11 "Permitted Assigns" of the Promoter shall mean an assignee of the Promoter in case if the Promoter decides to assign its rights in respect of the Said Property to any other person before the conveyance of the Said Property is executed, however such assignment will only be subject to prior written approval of the Real Estate Regulatory Authority as per the provisions of RERA Act 2016.

**2.** The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase from the Promoter the Flat bearing No. \_\_\_\_\_ having Carpet Area admeasuring \_\_\_\_\_ square meters i.e. \_\_\_\_\_square feet. situated on the \_\_\_\_\_ floor in the building No. \_\_\_\_\_ in the said building project and which flat is as described in the **Annexure – E** annexed hereto, (hereinafter referred to as "the said flat") at or for the total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which includes the proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities appurtenant to the said flat are more particularly described in the **Schedule - IV** written hereunder, but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "Annexure-F" annexed hereto. The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.

2a) 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 / the Purchaser 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 Purchaser/s, which shall only be applicable on subsequent payments.

2b) The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/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 3% (three percent). The Total Aggregate Consideration payable for the carpet area over and above 3% 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 Purchaser/s within forty-five days with annual interest at the rate specified in the Rules formulated under the RERA 2016, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule mentioned hereinbelow and in any event before handing over the possession of the Said Flat to the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

2c) The Purchaser 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 Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2d) The Purchaser/s has/have paid Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) 10% being the earnest money / part payment / considering the advance stage of construction unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Promoter, the balance amount of the agreed consideration of the purchase price of Rs. \_\_\_\_/- (Rupees \_\_\_\_only) to the Promoter in the following manner:-

Amount	Percentage	Particulars
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(Rs)	(%)	
Rs. _____	15%	Paid by the Allottee at the time of booking to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs. _____	15%	Payable by the Allottee to the Promoter on completion of plinth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of First slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Fifth slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Eighth slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Twelfth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Fifteenth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Nineteenth of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster, flooring, doors & windows of the said flat
Rs. _____	5%	Payable by the Allottee to the Promoter on completion Sanitary Fittings, Staircase, Lift wells, Lobbies upto the floor level of the said Apartment



Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located
Rs. _____	10%	Payable by the Allottee to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
Rs. _____	5%	Payable by the Allottee to the Promoter on delivery of possession of the said Flat.
Rs. _____	<b>100%</b>	<b>Total Consideration</b>

e) Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2f) Provided the Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

3) It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more

instalments in their discretion by simultaneously executing the contemplated work in the said instalment provided the amount does not exceed the threshold provided under the RERA and the rules provided thereunder.

3a) The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of Flat in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

3b) The Promoter shall address a demand letter to the Purchaser/s by dispatching the intimation by email to the Purchaser/s on the email ID provided by the Purchaser with a copy under Courier with POD OR RPAD requesting payment of the requisite instalment(s) and or other amounts due under this Agreement and the Purchaser/s shall be obliged to make payment of the outstanding amount within a period of seven days from the dated of such demand letter / demand notice issued by the Promoter. The timely payment of the above amounts to be paid by the Purchaser/s to the Promoter as agreed to above, shall be the essence of the contract.

3c) It is hereby agreed that the time for payment as specified above being the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement.

3d) In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoter available as per the terms and conditions hereof and the statutes.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4<sup>th</sup> occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deducting 5% (five percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

3f) In the event the Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

In case refund for the amounts paid such as Stamp Duty, Registration Fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

3g) The standard fixtures, fittings and the amenities to be provided by the Promoter in the said Flat or to the said building are described in **Annexure-F** hereto, and the Purchaser/s shall not be entitled to any extras.

3h) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with and sell the Said Flat to any other prospective buyers and thereafter refund the amount paid by the Purchaser within a period of thirty days from the date of sale of the said flat.

4) The Promoter hereby declares that as per the revised building plan approved by the Pune Municipal Corporation vide Sanction No. CC/2708/2016 dated 14/10/2016, the present sanctioned FSI in respect of the Schedule – II Property is 13582.80 square meters. However an additional FSI including permitted TDR and paid FSI in respect of the Said Entire Land is admeasuring 52846 sqmtrs. is allowed for construction on the Schedule-II Property. The Promoter has proposed and intends to utilise such additional FSI including the permitted TDR becoming available for construction on the Schedule-II Property by carrying out construction of additional buildings on the Schedule-II Property by utilising the said entire proposed FSI / permitted TDR in respect of the Said Entire Land.

The Allottee has agreed to purchase the said flat based on the proposed construction and sale of flats 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.

5a) The Purchaser/s hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Promoter using additional F.S.I. without materially & adversely affecting the area of the said Flat, and the purchaser shall not have any right to object for such additional construction which will be carried out by the Promoter in future. The Promoter will be entitled to carryout revision in the building plan for utilising the full / maximum permitted/proposed FSI. The Purchaser hereby gives his irrevocable consent for obtaining the revised building plans approved from the competent authority so as to enable the Promoter to consume and utilise the full FSI potential including the proposed FSI including TDR becoming available for construction on the Schedule-II Property.

5b) Promoter hereby declares that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter, however, declare that the Promoter is entitled to get the said scheme on the said property or any portion out of the said property modified and/or revised from the Pune Municipal Corporation. Any additional F. S. I. (FAR) and/or the residual F.A.R. (F.S.I.) in respect of the Said Property will be available to the Promoter who may utilise the same as they may deem fit and proper. The Promoter are also fully entitled to consume any additional F.S.I./FAR if the same becomes available for construction on the Schedule-II Property and construct additional tenements. The Purchaser/s and/or the ultimate common organisation of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

5c) The Promoter shall have and has retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the Said Entire land including the area of the Said Property and so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the Development Control Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be, the Promoter shall have and has retained all rights to amalgamate with the Said Entire Land, the Schedule-II Property; any other abutting or adjoining piece/s of Lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Plot/such abutting or adjoining piece/s of Land.

5d) The Purchaser/s hereby grants his/her/its consent for change/ modification/ alteration/revision of the sanctioned plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced. For the aforesaid purposes, the Purchaser/s hereby empowers the Promoter as his / her/its duly constituted attorney to make necessary representations for and on behalf of the Purchaser/s before the concerned authorities, including the authorities of the Municipal Corporation of City of Pune, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s; additional or otherwise, without prejudicially affecting the said Flat agreed to be purchased by the Purchaser/s /Allottee.

5e) Save and except as provided herein and subject to the right to revision of layout and / or the plans for construction of the building on the Said Entire Land by the Promoter, as hereinbefore agreed, no part of the said FSI/FAR has been utilized by the Promoter anywhere else. In any event the Promoter will ensure that requisite proportionate common open space corresponding to the said building project is provided to the all the flat purchasers in the Schedule-II Property.

6) The Promoter shall complete the construction of the Said Flat as agreed to herein and shall handover possession of the Said Flat to the Purchaser/s on \_\_\_\_\_ date subject to further grace period of six months. Provided always that the Purchasers/s have made timely payment of all dues payable by the Purchaser/s to the Promoter in pursuance of these presents.

6a) In case of default/failure on the part of the Promoter to deliver the possession of the said flat to the purchaser within the agreed time period, then in such an event, the Purchaser shall be entitled to terminate this agreement and demand the refund the amount of

consideration till then paid to the Promoter alongwith interest at State Bank of India highest Marginal Cost of Lending Rate + 2% from the date of payment/s thereof. On such termination, the Allottee shall execute and register a Deed of Cancellation in favor of Promoter thereby setting out that the Allottee shall have no further rights, title or interest of whatsoever nature in the said Unit and the Promoter shall simultaneously refund to the Allottee the amounts paid by the Purchaser alongwith the interest thereon calculated as mentioned hereinabove.

Provided however that the Promoter shall be entitled to reasonable extension of time for giving the possession of the said Flat if the completion of the said flat /the building in which the said Flat is to be situated is delayed on account of :

- (ii) War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods,.
- (iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- (iv) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- (v) Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Pune Municipal Corporation any other authority.
- (vi) Any other reason beyond the control of the Promoter.

6b) If the Promoter fails to abide by the time schedule and does not hand over possession of the said Flat to the Purchaser/s on the date as mentioned hereinabove and the Purchaser/s decides not to terminate this Agreement, then the Promoter shall be liable to pay interest at the State Bank of India highest Marginal Cost of Lending Rate + 2% on all the amounts paid by the Allottee for every month of delay, till the handing over of possession by the Promoter to the Allottee/s. In such case, where the Allottee has agreed accept the interest amount towards delay in possession he cannot alternatively approach any competent authority for the same reason.

6c) The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Purchaser/s making all the necessary payment as per the present Agreement, shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said flat to the Purchaser/s. The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Flat for use and occupation. From the 8<sup>th</sup> (eighth)

day from the receipt of such letter from the Promoter, the Purchaser/s shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Promoter shall be further entitled to recover the cost of maintaining the said Flat from the date of expiry of the period of seven days as specified in the Promoter's Notice upto the date the Purchaser/s takes actual possession of the said Flat.

6d) At the time of delivery of possession of the said Flat, the Purchaser/s shall also execute such other documents such as possession receipt, indemnity, declaration etc. as might be required by the Promoter.

6e) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure F annexed hereto and if within a period of 5 (Five) year from the date of handing over the said Flat to the Purchaser/s (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Flat is ready to be handed over to him/her/it/them), the Purchaser/s brings to the notice of the Promoter any defect in the said flat or building or the material used therein, wherever possible such defects shall be rectified by the Promoter at its own costs and in case if it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA 2016.

Provided however, that the Purchaser/s shall not carry any alteration of whatsoever nature in the said Flat or phase/wing and in specific the structure of the said flat/wing/phase of the said buildings which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any structural modifications and any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in the seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing & workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear & tear and by negligent use of Flat by the occupants etc.

## **7) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

A) 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 carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said project land unto the said Society or Body or the Apex Body with such title on the execution of the final transfer deeds of the said project land and/or the building;
- iv. There are no known 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 Flat 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 Flat 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 undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 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.

**8 RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE:**

- i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the said entire land and shall be entitled to construct any additional buildings and structures on the Schedule-II Property in accordance with the sanctions and approvals obtained from the local authorities inter alia the Pune Municipal Corporation from time to time and by consuming the said entire Development Potential of the Said Entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as Sanctum and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by Promoter without any dispute, protest or objection from the Purchaser/s. The Purchaser/s, either as Purchaser/s in respect of the said Flat or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the Said Entire Land and/or making and effecting construction on the Schedule-II Property on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc.

- ii. The Promoter shall be entitled to develop any other phase, if any, with the right to utilize and/or avail of power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and services in the said scheme and other conveniences and amenities for the aforesaid purposes and the Purchaser/s hereby expressly accepts and consents to the same.
- iii. From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society / apex body is formed and the said property and building/s transferred to it, the Purchaser/s shall pay to the Promoter and / or any other third party / person / company/organisation appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined from time to time by the Promoter towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the provisional contribution towards quarterly maintenance expenses/towards the said outgoings for an initial period of **24** months by advance post dated cheques to the Promoter at the time of taking possession of the said flat at the rate of Rs. \_\_\_\_\_/- (\_\_\_\_\_ ) per month. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said flat and the said property as may be levied from time to time by the concerned authorities. The provisional monthly contribution towards maintenance will be revised/ determined by the Promoter from time to time. The Purchaser agrees to pay such provisional monthly contribution towards the maintenance expenses as may be determined by the Promoter from time to time.
- iv. The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

9) The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body to be formed shall be a Apex Body / Federation of Co-operative Housing Societies of all the societies of different phases / buildings constructed on the Schedule-II Property. One or more Co-operative Housing Society of the said scheme i.e. Sanctum will be formed by the Promoter.

9a) On the Promoter allotting/accepting booking of 51% of the total units in the said Project the Promoter shall form Co-operative Housing Society of the said building project.

9b) The Purchaser/s along with other purchasers of Flats in the building/s shall join in forming and registering the Co-operative Housing Society/ apex body / federation of all the societies constructed on the Schedule-II Property to be formed and registered by the Promoter in their absolute discretion, and shall file from time to time and execute the applications for registration and / or membership and other papers and documents necessary for the formation and the registration of the Society/and for becoming a member/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, unless it is required by the Registrar or any other Competent Authority.

10. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows for the said Flat and also for the building in which the said Flat is situated :-

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

b) Not to store in the Flat / building / surrounding area 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 said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common

passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their own costs all the internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society as the case may be.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

f) 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 property and the building in which the said Flat is situated.

g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government in respect of the said flat.

- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose. The Purchaser agrees and undertakes to maintain and ensure the operations of the common facilities of the said building project, the common assets of the said building project by contributing required charges for same and as well as agree to contribute the charges to upkeep and to maintain and ensure the operations of the common facilities and common assets provided for the entire Scheme i.e. Sanctum such as STP and other facilities.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Promoter and obtaining prior written permission from the Promoter for the same.
- j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flats 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / apex body /federation of all the societies developed on the Schedule-II Property regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which the said Flat is situated and deed of conveyance of the land is executed, the Purchaser/s shall not object the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said property and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the said property/building/Flat even after the Purchaser/s is/are put into possession of the said Flat, during the statutory defect liability period.

11) Promoter hereby declares that Promoter is going to develop Said Property in phase wise manner as stated hereinabove by obtaining the respective sanctions and permissions / approvals for the development of respective phase / respective separate building project on the Schedule-II Property.

11a) The Promoter herein has obtained sanction of the building/s plan/s to be or constructed on the said property and the Promoter herein shall construct the said building/s on the said property in accordance with the plans, designs, specifications, revised plans approved by Pune Municipal Corporation and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by Pune Municipal Corporation.

11b) The Promoter hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

11c) The Promoter hereby agrees that before handing over possession of the said Flat to the Purchaser/s, and in any event, before execution of deed of conveyance of the said property and ownership rights of the construction carried out on the said property in favour of the Society, Promoter shall make full and true disclosure of the nature of the title of the said property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all the encumbrances, so as to enable them to convey, to the said Society/apex body / federation of co-operative societies such absolute clear and marketable ownership rights in the said property and buildings constructed upon it. Before execution of this agreement the Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter to enter into this agreement.

11d) The Purchaser hereby gives his / her / their irrevocable consent to the Promoter herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which are under construction or to be constructed

on the said property, and further also gives his/her/their consent for change in the location of the open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the Pune Municipal Corporation or Government or any Officer of any Local Authority or Promoter. However without affecting the area of the Said Flat agreed to be purchased / allotted to the purchaser. PROVIDED further that the Purchaser/s hereby give/s and accords his / her / their full consent for any other revision / change / alterations / modifications by the Promoter in the plans for better utilisation of the entire available and future potential of the Said Entire Land as disclosed herein.

11e) The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building is handed over to the Society/ apex body / federation of co-operative societies and vesting document is executed. The aforesaid covenants or such of them as the Promoter may deem fit will be incorporated in the vesting document and they shall run with the property.

12) The Promoter alone shall have full rights of disposal/ alienation / transfer of Flats / tenements / construction resulting from the said residual/ additional F. S. I. and for FAR and the Purchasers/Acquirers of the said Flats / tenements etc. shall be entitled to get membership and admission into the Society, upon the necessary instruction/nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye-laws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project and further the Promoter alone shall have the complete rights regarding the user and disposal thereof.

13) The Purchaser/s is/are aware that the common layout plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by Pune Municipal Corporation and as such F. S. I. that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion. However the final conveyance deed in favour of the apex body / or

either in favour of different societies constructed on the Schedule-II Property will clearly state and clarify the area of the undivided portion of physical land corresponding to and proportionate to the FSI utilised for construction of the respective building/society/ies which will be conveyed to such apex body / or either in favour of different societies constructed on the Schedule-II Property at the sole discretion of the Promoter.

13a) The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the said property, and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

13b) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat etc. in the said property on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality in the said property.

13c) The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is imparitable and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said Flat in favour of the Purchaser/s.

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for set back / reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/apex body/ federation of cooperative societies.

13e) All the rights, title, interest and the benefits of the area of land under the various Roads and Reservations as stated hereinabove vest in the Promoter. The said area will be handed over to the Pune Municipal Corporation by the Promoter and the compensation in lieu of surrendering/ handing over the area of land under the roads and reservations, either in the form of FSI/TDR and or monetary compensation will be received by the Promoter for the sole use and benefit of the Promoter and/or will be utilised by the Promoter for carrying out construction by utilising the same on the Schedule – II Property/ and/ or any other property /



and / or to sell such FSI/TDR to any third person and to receive the consideration towards such sale/alienation for the sole use and benefit of the Promoter.

14) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter shall be constructing buildings on the said property in phases and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner.

14a) The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the said property.

14b) The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of, Road, Water, Building Tax Assessment, Government & Semi-Government, M.S.D.C., PMC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

15) It is agreed that for convenience administrative or otherwise, the Promoter shall be at liberty or entitled to:

a. Promoter shall have option to form one or more than one separate co-operative society for each building for maintenance of buildings and open spaces allocated for the building/s constructed on the Schedule-II Property.

b. Promoter has option to form Apex Body of all the Flat Purchasers of the Schedule-II Property including the Said Property by forming Federation of all the co-operative societies of each building/s. It is specifically agreed by the Purchaser that if the Promoter has decided to form one or more co-operative societies, then in that case, decision of the Promoter will be final and binding upon the purchaser.

c. Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.

d. In the event it not possible to form co-operative society for the building, then in that event the Promoter has right to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, sectors or sections comprised in the said property;

## **16. CONVEYANCE:**

16.1 Promoter hereby agrees that one or more Deed of Conveyance/s of the respective Structure/s / the respective building/s which are forming the part of the Co-operative Society/ies excluding the basement and podium will be executed by the Promoter in favour of the Co-operative Society of the said project within 18 (EIGHTEEN) months from date of receipt of issue of Occupancy Certificate of the Said building Project.

16.2 However it is hereby clarified that since the development of the Said Entire Land is going to be carried out in different phases, one or more Conveyance Deed in respect of the undivided Land underneath all the buildings /wings will be executed in favour of the Apex Body or Federation of all the Co-operative societies constructed on the Schedule-II Property within a period of 12 months from the date of issue of occupancy certificate to the last of the building or wing in the layout.

16.3 It is specifically agreed and declared that the deed of conveyance of the said property and buildings constructed upon the Schedule-II Property, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

i. A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii. A declaration that the Promoter shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighbouring lands) and if necessary

to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.

iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

v. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanction under any other law for the time being in force and premium, if any, payable therefor as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/ her/it/them immediately on demand.

16.4) Provided that, after conveying the title to the association of allottees under section 17 of RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flats, tenements, units, offices, shops, bungalows, plots, and other premises as are permitted to be constructed on the Schedule-II Property and to receive the consideration of the units which is still not sold or allotted and shall be allowed to do so by the association of allottees without any restriction or entry of the building and development of common areas.

16.5) Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas

17) 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 the said property and Building or any part thereof unless proper conveyance of the said property and ownership of buildings constructed upon it is executed by the Promoter and the Consenting Party in favour of Association / society / federation/ apex body of the flat purchasers. The Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him.

17.1 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 Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

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

17.3 It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

17.4 The Promoter shall be entitled to create encumbrance over the said property or lease, allot, give on licence any portion of the said property to any Government / Semi Government Authorities / Local Authority / M.S.E.D.C.Ltd., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.

17.5 The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/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.

18) The name of the Project / the Said Scheme will be "**SANCTUM**". The Purchaser's Co-operative Society/apex body/ federation as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

19) PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Flat 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 Purchaser.

20) BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser / 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, the booking / application of the Allottee for allotment of the said flat 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.

21. 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 flat, as the case may be.

22. RIGHT TO AMEND : This Agreement may only be amended through written consent of the Parties.

23. 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 said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

24. 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.

25. 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 said flat to the total carpet area of all the flats in the Project.

26. 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.

27. That all notices to be served on the Purchaser/s Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the

Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee

(Allottee's Address)

Notified Email ID: \_\_\_\_\_

M/s Promoter name

(Promoter Address)

Notified Email ID: \_\_\_\_\_

It shall be the duty of the Purchaser 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 Purchaser/s, as the case may be.

#### 28. JOINT ALLOTTEES :

That in case there are Joint Allottees / Purchasers all communications shall be sent by the Promoter to the Purchaser 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 Purchaser/s.

#### 29. Stamp Duty and Registration :-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s. The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof.

30. The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee shall also accordingly be bound by the same.

#### 31) DISPUTE RESOLUTION

In case of any dispute between the Promoter and the Purchaser/s regarding interpretation of any of the terms of this agreement or regarding any aspect of transaction including quality of construction work, defective service by the Promoter, delay in construction work and/or sale deed, alterations in the plan, parking arrangement, rendering of account etc, then such

dispute shall be referred to the arbitration by appointment of sole arbitrator by the Promoter and the Purchaser, and the decision of such arbitrator shall be final and binding on both the parties.

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

### 33. GOVERNING LAW:

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

34) APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963 OR ANY AMENDMENT THERETO.

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Units (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules amendments made there under from time to time.

35) This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 or any amendments thereto and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule I Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) and registration fees of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only). The Purchaser/s hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the deed of conveyance which is to be executed by the Promoter and the Consenting Party herein in favour of the Society/Common Organization of the Purchaser/s of the Flats / tenements in the said building project, in which the Purchaser/s will be the member in respect of the said Flat. If additional stamp duty and / or registration fee is required to be paid at any time or at the time of the conveyance the same shall be paid by the Purchaser/s only.

### **SCHEDULE – I ABOVE REFERRED TO (Description of the Said Entire Land)**

All that pieces and parcels of the area of the land bearing Plot No. B admeasuring 21599.40 sqmtrs. being plot carved out of the sanctioned layout plan of the land bearing Survey No.13,



Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares lying, being and situated at revenue Village-Pashan, Taluka – Haveli, District – Pune within the limits of the Pune Municipal Corporation and within the registration District – Pune, Sub District – Taluka – Haveli and bounded as under :

On or towards East	-	By Nala
On or towards South	-	By Property out of C.T.S. No. 538(Part)
On or towards West	-	By Plot No.A out the Schedule-I property retained by the Consenting Party
On or towards North	-	By Property out of C.T.S. No.881(Part) Mount-Vert Villa Society.

### **SCHEDULE – II**

#### **(Description of the Schedule-II property above referred to )**

All that pieces and parcels of the area of the portion of land admeasuring 15092 sqmtrs. being land carved from and out of the total area of the land bearing Plot No. B carved out of the sanctioned layout plan of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares lying, being and situated at revenue Village-Pashan, Taluka – Haveli, District – Pune within the limits of the Pune Municipal Corporation and within the registration District – Pune, Sub District – Taluka – Haveli and bounded as under :

On or towards East	-	By Nala and partly by 12M wide DP Road
On or towards South	-	By partly VM-22 and property out of CTS No.538 (Part)
On or towards West	-	By 30 M wide D.P. Road
On or towards North	-	By Property out of C.T.S. No.881(Part) Mount-Vert Villa Society.

### **SCHEDULE – III**

#### **(Description of the Said Property above referred to )**

All that pieces and parcels of the (proportionate) physical undivided portion of land admeasuring 3856 sqmtrs. out of the total area of the portion of land admeasuring 15092 sqmtrs. being land carved from and out of the total area of the land bearing Plot No. B carved out of the sanctioned layout plan of the land bearing Survey No.13, Hissa No. 2B/1 to 2B/10 [bearing corresponding C.T.S. No. 881(Part)] totally admeasuring 2 Hect. 71 Ares lying, being and situated at revenue Village-Pashan, Taluka – Haveli, District – Pune within the limits of the

Pune Municipal Corporation and within the registration District – Pune, Sub District – Taluka – Haveli

**SCHEDULE-IV  
COMMON AREAS AND FACILITIES**

(a) **COMMON AREAS :**

1. Open Space shown as open space in the sanctioned layout plan.
2. Staircase/s landings of all buildings is for the common use of the occupants and/or the Purchasers in the respective buildings.

(b) **COMMON FACILITIES :**

1. RCC framework structures of the building/s.
2. Drainage and water line network.
3. Plants and trees planted or to be planted in the open space around the building/s.
4. Common electrical meter for common facilities like lights, pumps, lifts etc and water meter connected to water connections, pump sets, etc.
5. Overhead water tank and underground water tank shall be common along with the pump set.
6. Right to use internal roads, drainage lines, water lines, service lines.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.**

**SIGNED, SEALED AND DELIVERED** ]  
 by the within named Promoter ]  
**"KUMAR – GOVIND JOINT VENTURE",** ]  
 through its constituents- ]  
**1) M/S. KUMAR COMPANY,** ]  
 through its Partner ]  
**SHRI KEWALKUMAR KESARIMAL JAIN]**  
**AND**



2) SHRI. GOVINDRAO EKNATH NIMHAN ]

PHOTO	THUMB
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**PROMOTER**

by the within named **PURCHASER/S** ]

Mr. \_\_\_\_\_ ]

] **PURCHASER/S**

**SIGNED AND DELIVERED BY THE**

withinnamed **CONSENTING** ]

**PARTY MR. GOVINDRAO EKNATH NIMHAN]**

**CONSENTING PARTY**

SIGN	PHOTO	THUMB
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In the Presence of:

1.

2.

**Annexure "A"**

The copy of the 7/12 extract,

**Annexure "B"**

The copy of Title Report issued by the Advocate of the Promoter,

**Annexure "C"**

the copy of the plans of the said flat approved by the Pune Municipal Corporation

**Annexure "D"**

The Copy of the layout plan approved by the Pune Municipal Corporation

**Annexure "G"**

Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as Annexure – "G".

**ANNEXURE "E"**  
**(DETAILS OF FLAT ETC.)**

- 1) Flat No. :  
 2) Carpet area : \_\_\_\_ mtrs. i.e. Sq.ft.  
 3) Building No. :  
 4) Floor :

Foo

In addition to the above carpet area the Said Flat has an exclusive balcony admeasuring \_\_\_\_\_ sq.mtrs. of carpet area, exclusive dry balcony admeasuring \_\_\_\_\_ sq.mtrs. of carpet area appurtenant to the said Apartment and an exclusive open terrace admeasuring \_\_\_\_\_ sq.mtrs. of carpet area is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

**ANNEXURE "F"**  
**(DETAILS OF SPECIFICATIONS AND AMENITIES)**

**STRUCTURAL**

A-grade, earthquake resistant construction Gypsum

punning on walls

Premium grade paint for walls

Entire building painted with acrylic paint of external grade Combination

of Aluminium/glass railing for attached Terraces **FLOORING**

Marble flooring in living & dining

Vitrified tile flooring in kitchen and bedrooms Vitrified

tile flooring in master bedrooms Vitrified tile in flooring

and DADO in toilets Anti-skid tiles for balconies/terraces

**SANITARY**

Concealed plumbing, suspended drainage system for toilets with false ceiling Premium

range ceramic sanitaryware of a reputed brand

Premium range single lever diverter in shower areas along with single lever basin mixer for other toilets

Wall hung WC units with concealed flush tank Boilers and

exhaust fan system in all Toilets

**ELECTRICALS**

Concealed copper wiring in the entire flat with ELCB and MCB switches in the distribution board Premium range modular switches and sockets

Adequate points for lights, fans and T Vs Telephone points in the living room and bedrooms Provision for cable TV and broadband connectivity

### **KITCHEN**

International style modular kitchen with chimney and hob Vitrified tile DADO with wall storage unit.

Provision for water purifier

### **DOORS & WINDOWS**

Solid wood jamb door frame with solid wood shutter for main door Pre-moulded HDF SKIN doors with SS fittings for bedrooms

Water-resistant FRP door shutters with SS fittings for toilets Powder coated Aluminum sliding windows

### **SAFETY**

Video door phone

Digital lock for main door Intercom

facility

Entrance lobby located on the ground floor will have access control entry and CCTV cameras

### **OTHERS**

Grand entrance lobby on the ground floor Automatic

lifts of a reputed brand

Entire apartment will be air-conditioned using centralized AC system for living and dining areas; and using split/high-wall units in bedrooms

## **AMENITIES**

1. Common Lawns
2. Gazebos
3. Club house with gymnasium
4. Swimming pool
5. Poolside sun-deck
6. Children's play area
7. Open-air sit out
8. Tennis court
9. Cricket pitch
10. Entry
11. Exit

## 12. Security Cabin