

ARTICLE OF AGREEMENT

THIS ARTICLE OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS _____ DAY OF _____ IN THE YEAR 2017.

B E T W E E N

Tiruupatee Vastu Nirman Pvt. Ltd., (PAN No. : AADCT 6859 J) a Company registered under Companies Act, 1956 having its Office at – shop no. 22+23,Balaji palace.sr.no.8,Solapur bypass, Kharadi, Chandan nagar, Pune – 411014. Through its duly authorized Directors, Mr. Ajeenckya Fattesingh Jagtap, Age Adult, Occupation – Agri & Business, (PAN NO. AFYPJ 7222 A) AND/OR Mrs. Rekha Ajeenckya Jagtap, Age Adult, Occupation – Agri & Business, (PAN NO. AQXPP 6865 H) Add - As above.

Hereinafter called and referred to as "The Promoters / Builders & Developers" (which expression shall, unless repugnant to the context or meaning thereof, mean and include the said owner, his respective heirs, executors, administrators and assigns,)

..... PARTY OF THE FIRST PART;

AND

- 1) MR. _____.
Age _____ Years, Occupation : _____.
PAN NO :- _____.
- 2) MRS. _____.
Age _____ Years, Occupation: _____.
Pan No. _____.
R/AT :- _____
_____.

Hereinafter called and referred to as "THE PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their respective heirs, executors, administrators and assigns etc.)

..... PARTY OF THE SECOND PART

AND

Mrs. Vandana Prakash Pawar
Age Adult, Occupation – Agri & Housewife
R/at - Jategaon, Tal - Shirur, Dist - Pune
Through her duly constituted Power of Attorney Holders
TIRUUPATEE VASTU NIRMAN PVT. LTD.,
Add : Flat No. G/201, Roystonea, Magarpatta City,
Hadapsar, Pune - 411013
Through its duly authorized Directors,
Mr. Ajeenckya Fattesingh Jagtap,
Age Adult, Occupation – Agri & Business,

AND/OR

Mrs. Rekha Ajeenckya Jagtap,
Age Adult, Occupation – Agri & Business,
Add - As above

Hereinafter referred to or called as "Owner / The Confirming Party" (Which expression unless repugnant to the context and meaning thereof shall mean and include her heirs, executors, administrators and assigns)

----- PARTY

OF THE THIRD PART

WHEREAS, the Owner / Confirming Party herein are well seized, owned and possessed or otherwise sufficiently entitled all that piece and parcel of land or ground bearing Gat No. 48, admeasuring area about 04 H. 00 R. i.e. 40,000 Sq. Mtrs. out of entire area 19 H. 43 R. + P.K. 02 H. 83 R. i.e. total area 22 H. 26 R. and assessed at 24 Rupees 75 Paisa of revenue Village Shiraswadi (Murkutenagar), Tal - Haveli, Dist - Pune more particularly described in the Schedule - I hereunder written and hereafter referred to as "the said Land" is owned by the Vendor i.e. Confirming Party herein as an absolute owner thereof.

AND WHEREAS, the said land was and is originally owned by Smt. Rukhmini Gangadhar Shinde, Etc. and they were in occupation and actual physical possession of the said Land and they had every right, title, interest, possession and absolute ownership of the said land.

AND WHEREAS, the Smt. Rukhmini Gangadhar Shinde, Etc. had for their lawful and legal necessity decided to sell, transfer and assign the rights of ownership and possession by way of development to intending Purchaser / Developers for valuable consideration and accordingly arrived at a concluded contract to sell with Mr. Atul Sadashiv Pawar Partners of M/s. Balaji Estate Agency on or about December, 2004. (Hereinafter referred to as the "said Firm")

AND WHEREAS, said Mr. Atul Sadashiv Pawar died on or about 16/12/2004 and therefore other partners of the said Firm i.e. Sadashiv Babasaheb Pawar and Mrs. Kesharbai Sadashiv Pawar got executed the Development Agreement and Power of Attorney dated 04/07/2006 in their favour and the same has been duly registered before the Sub-Registrar Haveli No. 7 at Sr. No. 4753/2006 and 4754/2006 respectively. (Hereinafter referred to as the "said Agreement and Power of Attorney")

AND WHEREAS, by virtue of the above said Agreement and Power of Attorney both dated 04/07/2006 the partners of the aforesaid Estate Agency (Balaji Estate) decided to transfer the said land to the Mrs. Vandana Prakash Pawar i.e. another Partner of the said firm and the Partners of the aforesaid Firm executed the Deed of Sale on 07/11/2007 in favour of Mrs. Vandana Prakash Pawar duly registered before the Sub-Registrar Haveli No. 7 at Sr. No. 8379/2007 and thus vested with all the rights of Ownership & title to the said Land as an absolute owner thereof.

AND WHEREAS, by virtue of deed of confirmation dated 30/07/2008 registered on 05/08/2008 duly registered before the Sub-Registrar Haveli No. 7 at Sr. No. 5451/2008 Mr. Yogesh Lalasaheb Shinde & Mr. Kiran Lalasaheb Shinde has confirmed the Sale Deed dated 07/11/2007 executed in favour of Mrs. Vandana Prakash Pawar by the Power of Attorney holder of owners Mr. Sadashiv Babasaheb Pawar and Mrs. Kesarbai Sadashiv Pawar and thereby confirmed the sale deed and ownership of the Purchaser.

AND WHEREAS, by virtue of the above said Sale Deed the name of the Mrs. Vandana Prakash Pawar i.e. Vendor / Consenting Party has been mutated to the Village Record 7/12 extract by M. E. No. 518.

AND WHEREAS, the said Confirming Party / Owners through their Power of Attorney Holder Mrs. Rekha Ajinkya Jagtap & Mrs. Vaishali Nitin Bhosale have applied to the Asst. Director Town Planning & Collector Pune for the sanctioning of Lay-out and Building Permission and also applied for Non-Agricultural Permission u/s 44 of the M.L.R. Code 1966 and consequently Hon'ble ADTP Pune has sanctioned the Lay-out and Building Plan under No. NABP/Mouje Shirsawadi/ Tal - Haveli/Gat No. 48(p) ADTP/500 dated 22/02/2010. The copy of the said sanctioned lay-out plan is annexed hereto as Annexure - C.

AND WHEREAS, Collector of Pune has granted Non-Agricultural Permission bearing No. PMH/NA/SR/539/09 dated 07/07/2010 for the land Gat No. 48(P), area 40,000 Sq. Mtrs. The copy of the said N. A. Order is annexed hereto as Annexure - D.

AND WHEREAS, by virtue of the Joint Venture Development Agreement and Power of Attorney both dated 21/06/2011 Vendor / Confirming Party has decided to assign the development right of the said land to the Tiruupatee Vastu Nirman Pvt. Ltd. i.e. the Promoters / Builders & Developers / Party of the First Part and has executed the Joint Venture Development Agreement and Power of Attorney on 21/06/2011 in favour of Tiruupatee Vastu Nirman Pvt. Ltd. duly registered before the Sub-Registrar Haveli No. 7 at Sr. No. 5342/2011 & 5343/2011 on the terms and conditions mentioned therein and the obligation to be fulfilled and thus vested with all the rights of Development & title to the said Land.

AND WHEREAS, the provisions of the Urban Land (Ceiling & Regulation) Act 1976 are concerned the said land is free from the purview and ambit of Urban Land (Ceiling & Regulation) Act 1976 and further the said land was outside the purview and periphery of the said Act. Further the U.L.R.C.A. has been repealed on and from 29/11/2007 by the Govt. of Maharashtra and hence the provisions of the said Repealing Act are not applicable for the same.

AND WHEREAS, the Promoters herein are desirous of developing the said property by constructing various units consisting of Flats / Shops / Row House / Amenity space, etc. as per the plan sanctioned by the above said planning Authority.

AND WHEREAS, the Promoters have appointed Mr. Sandeep Hardikar as an Architect, Registered with the Council of Architects and also the Promoters have also appointed Structural Engineer Mr. Vilas Purandare as consultant for structural design and drawings of the building(s) and the promoters accept the professional supervision of the Architects and the Structural Engineers till the completion of the building(s).

AND WHEREAS, the Promoters have the sole and exclusive right to sell the Flats / Shops / Row House / Amenity space in the said project being constructed by the Promoters on the said property and to enter into agreement/s with the prospective Purchaser of the said Flats / Shops / Row House / Amenity space and other tenements and to receive the sale price in respect thereof.

AND WHEREAS, the title of the said property has been investigated by Raut-Tambe Advocates, who have issued Title Investigation Report dated 29/07/2011 and Title Certificate annexed to this Agreement as an Annexure - A.

AND WHEREAS, the Purchaser has been shown the said documents of title of land prior to the execution of this agreement. The Purchaser had also taken inspection of all the documents, 7/12 extracts, mutation entries, N.A. Order, plan sanctioned by ADTP and Collector Pune, Sale Deed, Search Report, Title Report, Specification, Plans and Designs prepared by the Architect and such other documents specified under the Maharashtra Ownership Flats (Regulation of construction, sale, management and transfer) Act, 1963 (Hereinafter referred to as " THE SAID ACT ") and Rules made thereunder.

AND WHEREAS, the Purchaser has also taken independent search and carried out investigation of title by engaging his own Advocate and has satisfied him about marketability of the title of the said property.

AND WHEREAS, the Promoters shall enter and/or will enter into such Agreement with other person/s and/or parties in respect the sale of other Flats / Shops / Row House / Amenity space in the said building(s).

AND WHEREAS Purchaser has applied to Promoter for allotment/Purchase of an Flat/Shop/Row House No. _____ carpet area admeasuring _____Sq. Ft. i.e. _____Sq. Mtr. (Inclusive of Enclosed Balcony) And

adjoining same level Terrace Area _____sq.ft i.e. _____Sq. Mtr situated on _____ Floor in a Building _____, in the construction project named as **“BALAJI NISARG”** to be constructed on the said Land, The Purchaser has/have approved it (hereinafter referred to as The said Flat/Shop/Row House); for and at the total price of Rs. _____,(Rs _____only) to be paid by Purchaser to Promoter.

AND WHEREAS the carpet area of the said Flat/Shop/Row House is _____sq. mtrs and Carpet area” means and covers usable floor of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/shop for exclusive open terrace area appurtenant to the said Flat/Shop for exclusive use of Purchaser, but includes the area covered by the internal partition walls of the Flat/Shop.

The said price is inclusive of the proportionate Price of the common areas and facilities appurtenant to the premises the nature, extent, and description of the common areas and limited areas and facilities which are more particularly described in the Schedule - IV hereunder written. The other deposit regarding M.S.E.B., One year maintenance and Society Formation charges shall be paid separately by the Purchaser as mentioned in the head other deposits in Clause No. "G" hereinabove on or before possession of the said unit.

AND WHEREAS prior to making the application to purchase the Flat, as required by the provisions of Maharashtra Co-Operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and Urban Land (Ceiling and Regulation) Act 1976, the Flat Purchaser has made a declaration and representation, that neither Purchaser/s nor the member of his/their family own a tenement, house or building within the limits of Pune Urban Agglomeration.

AND WHEREAS the parties relying on the confirmation representation and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :-

1) CONSTRUCTION AS PER THE APPROVED PLANS :

1. The promoters shall construct on the said land building/s consisting of Flats Amenity space on the said land in accordance with the plans, designs, and specifications approved by the Town Planning Authority Pune and Collector Pune and which have seen and approved by the purchaser with only such verifications and modifications as the developers may consider necessary as may be required by the concerned local authority or the State Government to be made in the said Building.

2) CONSIDERATION AND PAYMENT SCHEDULE :

The Purchaser hereby agree/s to purchase from The Promoter and The Promoter hereby agrees to sell to Purchaser a RESIDENTIAL FLAT/SHOP/ROW HOUSE bearing No.____, in building ____ in the construction project/building named as 'BALAJI NISARG' (to be constructed on The said Land), situated on ____ Floor, admeasuring about _____ Sq. Ft. carpet (Inclusive of Enclosed Balcony) and Attached Terrace admeasuring about _____ Sq. Ft. carpet. The Purchaser has/have approved it (hereinafter referred to as The said Flat/Shop/Row House); for and at the total price of Rs. _____,(Rs_____only) to be paid by Purchaser to Promoter/Owner.

In consideration thereof, The Purchaser paid / agreed to pay the said mutually agreed total price as mentioned hereinabove to The Promoter and The Promoter accepted and / or agreed to accept the said amount of consideration from the Purchaser, such total amount of consideration includes the basic cost, infrastructure cost, development and amenities cost.

SCHEDULE OF PAYMENTS

1.	10%	Within 7 days from the day of booking
2.	15%	Within 7 days from the from the execution of Agreement
3.	20%	Within 7 days from the completion of Plinth

4.	15%	Within 7 days from the completion of First Slab
5.	10%	Within 7 days from the completion of Fourth Slab
6.	5%	Within 7 days from the completion of Fifth Slab
7.	5%	Within 7 days from the completion of brick work, Internal Plaster
8.	5%	Within 7 days from the completion of External Plaster, External Plumbing.
9.	10%	Within 7 days from the completion of lifts, water pumps. Electrical fittings, entrance lobby.
10.	5%	Within 7 days from the date of Completion Certificate
	100%	Total

The total Price above excludes the Taxes as applicable from time to time like MVAT, Service Tax (Applicable to the previous Flat pending of ongoing Project before 1st July, 2017) GST or any other taxes/cess leviable by Local Authorities/State/Central Government the above taxes shall be paid by the Purchaser on the basis of Demand Letter/Notice issued time to time by the Promoter.

The Purchaser herein shall pay the aforesaid amount on the due date or within seven days from the Developer giving the written intimation to the Purchaser calling upon the Purchaser to make the Payment.

AND WHEREAS, the copies of (a) the Certificate of Title issued by Advocate of the Promoters, (b) the 7/12 extract showing the nature of the title of the original owners to the said property on which the said building is being constructed and (c) the proposed plan of the said unit agreed to be purchased by the Purchaser as prepared by the Promoters have been annexed hereto and marked Annexure 'A', 'B', 'C' respectively.

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

It is hereby agreed that the time for payment as specified herein above is the essence of this contract and on failure of the Purchaser to pay the same on due dates, it shall be deemed that the Purchaser has committed breach

of this Agreement and in such case the Promoter shall be entitled to take necessary action against the Purchaser.

The Purchaser agrees not to question or challenge the said consideration, the same having been settled on lump sum basis after considering all aspects and other terms of the Agreement.

Payment of any installment if made in advance shall be adjusted to the installments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Purchaser or Housing Finance Companies/Banks, etc.

The total price is escalation-free, save and except escalations 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 demand on 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, which shall only be applicable on subsequent payments.

3) CALCULATION OF THE AREA OF THE FLAT :

The carpet area of the said Flat means the net usable floor area of the said Flat, excluding the area covered by external walls, areas under services shafts (if any) and exclusive attached terrace/balcony (if any) appurtenant to the said Flat for exclusive use of the Purchaser but includes the area covered by the internal partition walls of the Flat. Purchaser aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three to four percent.

Structural elements like columns/Shear walls etc, as designed by the licensed by the licensed structural engineer, are excluded from the carpet area and may not be modified by flat owner. The structural Engineer are to make minor modifications to the sizing of these elements within the constructions period of the project for the purpose of enhanced structural

stability of the project as per provident IC codes column reduction is not considered.

The Promoter shall confirm the carpet area that has been allotted to the Purchaser after the construction of the Building is complete and occupation certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area subject to variations cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Owner. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within Forty Five days with annum interest at the rate specified in the Rules framed under RERA from the date when such an excess amount was paid by the Purchaser. If there is any increase in carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

4) FLOOR SPACE INDEX AND TDR :

It is hereby agreed that the entire floor space index available in respect of the said Land is meant for the benefit of The Promoter/Owner. The Promoter hereby declares that the Floor Space Index available in respect of The said Land presently is one and that no part of the said Floor Space Index has been utilized by The Promoter elsewhere, if The Promoter has utilized it, then it shall furnish to Purchaser all the detailed particulars in respect of such utilization of said floor space index utilized by them. In case while developing the said Land. The Promoter has utilized any floor space index of any other land or property by way of floating such Floor Space Index then the particulars of such Floor Space Index shall be disclosed by The Promoter to The Party of the Second Part.

It is specifically made and clear and acknowledged and admitted by Purchaser that the Promoter shall in future at any time be entitled to construct additional floors upon the said building wherein the said unit is situated and Purchaser shall not object to the same in any manner however subject to condition that the said construction is permitted by the local authority. Purchaser also further confirm and agrees that the Promoter

also intend to utilize further TDR and benefit of F.S.I. available to them over the said lands for constructing further floors and wings upon, adjoining to or connected with the said buildings in accordance with the building plans as may be sanctioned which F.S.I. shall be available to the Promoter absolutely and Purchaser shall have no claim or dispute in respect thereof.

5) RIGHT OF CONSTRUCTION LOAN :

It is hereby expressly agreed between the parties hereto that The Promoter shall be entitled to borrow construction loan, at its own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land put up or to be put up thereon or any part thereof and such charge shall be cleared by The Promoter before conveyance to Purchaser/s.

6) OBSERVANCE OF ALL CONDITIONS IMPOSED BY LOCAL AUTHORITY:

The Promoter hereby agrees to observe and perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by PMRDA or any other concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of The said Flat to Purchaser herein, obtain from PMRDA occupation and/or completion certificates in respect of The said Flat.

7) DISCLOSURE AS TO THE TITLE :

The Promoter has made full and true disclosure to the Purchaser of the title of the said Land as well as the encumbrances (if any), presently known to the Promoter/Owner. The Promoter has also disclosed to the Purchaser nature of its right, title and interest to construct buildings and to develop the said land. The Promoter has also given inspection of all relevant documents as required by law. The Purchaser having acquainted himself/herself/themselves with all the facts and right of the Developer pertaining to the said Land has entered into this Agreement.

The Promoter herein has also requested the Purchaser to carry out the search and to investigate the title of the said Land. The Purchasers hereinafter has/have investigated the title of the Promoter to the said land

after being completely satisfied has/have entered into the present Agreement. The Purchaser henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said and to enter into this Agreement.

The Promoter hereby agrees that they shall, before handing over possession of The said Flat/Shop/Row House to The Purchaser, and in any event before the execution of the final conveyance of The said Land in favour of a corporate body to be formed by the Purchaser of The said Flats/Shops in the building to be constructed on The said Land (hereinafter referred to as the 'The Society,/'The limited Company'/or 'Apartment Condominium') make full and true disclosure of the nature of the title of The Promoter to The said Land as well as encumbrances, if any, including any right, title interest or any claim of any party in or over The said Land, and shall, as far as practicable, ensure that The said Land is free from all encumbrances that they, have absolute, clear and marketable title to The said Land, so as to enable them to convey it to the Society /Limited Company/or Apartment, such absolute, clear and marketable title on the execution of a conveyance of The said Land by The Promoter in favor of the said Society/Limited Company.

8) MODE OF PAYMENT :

The Purchaser shall make all the payments by RTGS (IFSC CODE _____ demand draft or by local A/C Payee cheques drawn in favour of _____ , _____ Bank A/c No. _____ payable at _____ Pune or at par these stations. Only after the Cheque/Demand Draft has been cleared and the amount has been credited to the Promoter's/Owner's banking account, the Promoter shall give effect of the same to the account of the Flat Purchaser with such amount after deducting the commission of the Bank, (if any) charged by the bank.

9) DELAY IN PAYMENT AND INTEREST ON DUE :

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the three installments remains pending and other expenses, the Purchaser shall be bound and liable to pay interest at the rate of 2%+prevailing highest MCLR rate of State Bank of India, on all

the amounts which become due and payable by the Purchaser to the Promoter till the date of actual payment.

Provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by Promoter.

10) TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITION/S:

On The Purchaser committing a the defaults in the payment on due date of three installment due amount and payable by him/her/them, to The Promoter, under this agreement (including his/her/their proportionate share of taxes levied by the PMRDA/Local Authority and other outgoings) and on The Purchaser committing breach of any of the terms and conditions herein contained, The Promoter shall be entitled at their own option to terminate this agreement.

Provided always, that the power of termination herein before contained shall not be exercised by The Promoter unless and until The Promoter shall have given to the Purchaser, fifteen days prior notice in writing of its intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which they intend to terminate the agreement and default shall have been made by The Purchaser in remedying such breach or breaches within reasonable time after the giving of such notice.

Provided further that upon termination of this agreement as aforesaid, The Promoter shall refund to the Purchaser after deducting have to pay 10% amount of total consideration or any other expenses incurred by the Promoter for such unit a requested by the Purchaser or any other amount which may be payable to Promoter) within period of 30 days of the termination, the installment of sale consideration of the Flat which may till then have been paid by the Allotte/Purchaser to the Promoter/Owner. The Promoter shall be at liberty to dispose of and sell the said Flat/Shop to such person/s and at such price as The Promoter/Owner, may in his absolute discretion think fit.

It is also agreed by and between the parties that, in the event of termination, as aforesaid, if any deeds or documents are required to be executed and registered, then all the expenses for such cancellation deeds and its stamp duty, registration charges, legal fees, govt taxes if any shall be borne and paid by Purchaser.

11) CANCELLATION OF FLAT AFTER REGISTRATION :

Purchaser/s herein , without an default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Flat then, the Purchaser herein shall issue the notice to Promoter as to intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the said Flat with prospective buyers. After receipt of such notice of intention to terminate this Agreement the Promoter shall issue 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation.

Provided that the Purchaser have to pay 10% amount of total consideration price to the Promoter. And all the expenses for such cancellation deeds and its stamp duty, registration charges, legal fees, govt. taxes if any shall be borne and paid by Purchaser.

Provided, further that upon cancellation of Agreement of flat as aforesaid, The Promoter shall refund (from the sale proceeds of the sale of the same flat from the Prospective Owner by further sale or at the most within six months from termination) to the Purchaser after deducting 10% with govt. taxes (if any) amount of total consideration price. Provided that the

12) AMENITIES PROVIDED :

The fixtures, fittings and amenities to be provided by The Promoter in the said building and to The said Flat/Shop/Row House are those that are set out in Schedule III written hereinafter, and which are approved by Purchaser.

13) POSSESSION & DELAY/ FAILURE TO GIVE POSSESSION ON DUE DATE :

i) The Promoter shall give possession of the said Flat/Shop to the Purchaser on completion of the construction of The said Flat/Shop/Row House on 30th December, 2020 after the receipt of final consideration amount along with all other amount such as Service tax, MVAT(taxes applicable to flats sold before 1st July, 2017), GST and maintenance charges etc from the Purchasers. It is specifically understood between the Parties hereto that on the Purchasers fulfilling his/her/their part of the Agreement, the said possession shall be confirmed, on receipt of the Completion Certificate from the Local Authority.

ii) If the Promoter fails to hand over the possession for the reasons beyond its control or within the extended period mentioned under Section 18 of Real Estate (Regulation and Development) Act, 2016 then the Promoter shall be liable, on demand, to refund to the Purchaser/s the amount already received by the Promoter in respect of the said Flat with 2% + prevailing highest MCLR rate of SBI of India, from the date the Promoter received the said sum till the date the amount and interest is repaid. The said amount together with interest shall be refunded by the Promoter to the Purchaser within 45 days of such demand. However the Purchaser shall have no charge on the said Flat, of whatsoever nature.

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

- a) Non availability of Steel, Cement, other building material , water and electric supply.
- b) War, Civil Commotion or Act of God, Natural calamities
- c) Any notice, order, rule, notifications of the Govt. and / or other public or Competent Authority or any Decree/ order of any court/tribunal/authority.
- d) Any stay or injunction order from any Court.
- e) Pendency of any litigation.
- f) Delay or default in payment of any installment or dues by the Flat Party of the Second Part. (This is without prejudice to the right of the Promoter) Delay by Local Authority in issuing or granting necessary Completion Certificate or Occupation Certificate.

- h) Any other circumstances beyond the control of the Promoter or force majeure.
- i) Changes in any rules, regulations, Bye Laws of various statutory bodies and authorities from time to time affecting the development and the project.
- j) Delay in grant of any NOC/permission/license/connection installment of any services such as fire, elevators, electricity and water connections and meters to the scheme/to the scheme/flat/road etc. , Garden NOC, or completion certificate from any appropriate authority.
- k) Any natural calamity or manmade occurrences which could not have been envisaged while designing the building for which the building for which building is not designed any act that is detrimental to the building as a whole.

14) DEFECT OR UNAUTHORIZED CHANGE IN FLAT/SHOP/ROW HOUSE :

- i) The Purchaser shall take possession of the said Flat/Shop/Row House, within ten days of The Promoter giving written notice to Purchaser intimating that The said Flat/Shop is ready for use and occupation. Provided that if within a period of five years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, such defects shall be rectified by the Developer at his own cost within reasonable time thereof. Whereas any kind of defective workmanship shall have to be certified by a Registered Government Engineer.
- ii) In case it is not possible to rectify such defects, then the Purchaser shall entitled to receive from the Promoter reasonable compensation for such defect or changes in the manner as provided under the RERA Act.
- iii) Whereas defect liability for the period of Five years from the date of receiving possession/completion certificate, whichever is earlier of the said flat is limited only to Structural Work, Brickwork and the same shall be rectified by the Promoter at its own cost. However the rectification cost in respect of cracks emerged due to climatic changes and variations in temperature shall be borne by the Purchaser/s herein. The Purchaser shall not ask for any compensation in respect of expenses born by the

him/her/them regarding the cracks emerged due to climate change and variations in temperatures. The Services provided by the Promoter such as lift, pumps, C.P. Fittings, Hardware Fittings, Sliding Windows, Door, Electrical Fittings, Water pumps, STP, OWC etc will have the guarantee and warranty as per the terms and conditions of the respective manufacturers/agencies which is/are providing such services to the Promoter/Owners. Wherein any defect with respect to such facilities shall not be rectified by the Promoter and hence Promoter is not in any way responsible for damage of the same.

iv) Disclosure regarding manufacturer's warranty :

The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, electric pumps, waste management plants, lifts if any, security equipment's if any, electronic equipment's if any, Garbage etc. will be as per the warranty provided by the respective manufacturer/Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

v) The Promoter herein by spending huge amount providing high quality specifications in the said Flat and said buildings which are herein constructing, hence Purchaser/authorized person/agency shall not disturb the same under any certain circumstances concealed wiring etc and considering this aspect and have the safety measures Purchaser/s are advised not to open this instrument or to try any changes.

vi) Provided further that the Purchaser/s shall not carry out alterations of whatsoever nature in the said Flat or in fittings therein, in particular. It is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including flooring) in the toilets, kitchen as this may result in seepage of the water. If any such is carried out without the written consent of the Promoter/Owner, the defect liability shall become void.

Provided, Purchaser willfully create nuisance, damage to the Flat of other Purchaser, Common Passage, Building, arising compensation, penalty shall be born with only Purchaser.

vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser/s such defect shall have to be certified by Registered Government Engineer and then shall submit a report to state the defects in materials used, in the structure built of the Flat/Phase/Wing and in workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15) PURPOSE OF USE OF THE FLAT/SHOP/ROW HOUSE :

The Purchaser shall use the said Flat/Shop or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any tenement in the building shall not use for Massage Centre, Gambling House, beauty parlor, classes, pub, Bar or any illegal or immoral purpose. He/she/they shall use the parking space only for the purpose for keeping or parking the Purchaser own vehicle.

16) FORMATION OF SOCIETY FORMATION AND TRANSFER OF TITLE:

Promoter to enable formation of co-operative housing society under the Maharashtra Co-operative Housing Society Act, 1960 within three months from the date on which Fifty One percent of the total number of Purchasers in such a building or a wing, have booked their apartment.

Provided that Purchaser agrees to sign and execute the all necessary applications for the membership of aforesaid society formation and other paper, deeds and documents without delay and any kind of disputes, complaints to the Promoter as may be necessary.

The name of proposed Society/condominium of Apartment Holders formed and said lands and premises together with the building or buildings and other structure constructed thereon shall bear the name "**BALAJI NISARG**". Purchaser proposed society/condominium of

Apartment Holders shall not change, alter or modify the said name without the prior written consent of the Promoter at any time.

In case the deed of conveyance is executed in favor of the ultimate body before the disposal by the Promoter of all the flats and other premises in the said building, then and in such case the Promoter shall join in as the Promoter in respect of such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Promoter/Owner, (the realization belonging to the Promoter alone) the ultimate body shall admit as the member Purchaser of such premises without charging any premises or any other extra payment. Such conveyance shall however be subject to the right of the Promoter to consume the balance additional F.S.I./T.D.R. upon the said lands by constructing new buildings or added new floors and selling to Purchasers of its choice.

The Promoter shall cause to be transferred to the said proposed society/condominium of Apartment Holders all the right, title and the interest of the Promoter in the said lands together with the building by obtaining or executing the necessary conveyance in the said building in favor of such proposal of such proposed Society/Condominium of Apartment Holders.

Before the sale and disposal by the Promoter of all the unit, shop, garages, basement and other premises in the said buildings and provisional allotment subject to the terms of this agreement of covered/open parking spaces, the rights, power and authority of the proposed Society/Condominium of Apartment Holders of Purchasers of the other premises shall be subject to overall authority and control of the Promoter on any of the matters concerning the said building for amenities appertaining thereto and particularly the Promoter shall have absolute authority and control as regards the unsold flats, shops, and all other residential or non- residential premises and provisional allotment subject to the terms of this agreement of the covered/open parking spaces.

17) ADDITIONAL PAYMENTS TO BE PAID BY PURCHASER: -

In addition to what is mentioned above Purchaser shall be bound to pay the following additional sums in proportion to the carpet area of his/her/their Flat.

- Stamp duty and registration charges, incidental expenses for this agreement as well as for the deed of apartment, payable to the Govt.
- Any Sales Tax, Service Tax, Vat and tax (if pending previous sold Flat before date 1st July, 2017) under the Works Contract Act or any other tax. GST, Cess or duty etc levied whether under any other existing tax or under any future law, rules, regulations or order whether levied on the Purchaser payable to the Govt.

18) MAINTENANCE :-

(a) Purchaser shall be liable to bear and pay from the date of the completion certificate of said flat, or from the date of possession, whichever is earlier, (lump sum monthly amount) of outgoings in respect of the said flat and building/s namely maintenance charges or such other levies by the concerned local authority and or Govt. taxes, water charges, repairs and salaries of clerks, bill collectors, security, cleaners and all expenses necessary and incidental to the management and maintenance and upkeep of the building/s and its common areas.

(b) Purchaser shall herein pay to the Promoter to the person nominated by the Promoter an amount of **Rs. _____/- per sq.ft.in carpet area per month in advance for 12 months**, towards “advance lump sum maintenance charges”, The said advance shall be utilized for the common maintenance of the buildings i.e. common security, electricity, maintenance of lift, pumps, cleaning, etc.

Provided, above mentioned charges of maintenance may vary as per market fluctuations increased or reduced shall be decided time to time by the party of the first part

(c) The Promoter is not liable to give any account of such charges. It is hereby agreed that the Promoter appointed agency shall maintain the building/s on the out of the advance received from Purchasers flat. The Promoter shall have the sole right to discontinue the maintenance at any

time, after giving prior notice of seven days. Purchaser herein has/ have specifically agreed to pay his/ her/ their contribution for running and maintaining the lifts irrespective of the floor on which the said unit is located and also irrespective of the use of the lifts by Purchaser. Such agency appointed for maintenance shall continue to maintain the property on the same terms as with the Promoter even after the handing over of the charge to the ultimate body. The ultimate body shall however, once the term of the contract with the agency has come to an end, be entitled to renew or terminate the contract.

(d) It is specifically agreed between the parties hereto that even if before completion of the entire scheme or sale of all units should the Association be registered/formed, even then for the unsold Flat/Shop, the Promoter/Owner herein shall not be liable or required to contribute towards the common expenses or maintenance charges, or any amount under any head. The Purchasers of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

19) CONDITIONS FOR MAINTAINENCE :

a) To maintain the Flat/Shop at Purchaser own cost in good tenantable repair and condition after the two years of date of possession and shall not do or suffer to be done anything in or to the building/s, staircase or any passage 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/s in which the Flat / Unit is situated and the Flat / Unit itself or any part thereof.

b) Not to store in the flat /building/s/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/s 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/s, including entrances of building/s and in case any damage is caused to the building/s or the flat on account of negligence or default of Purchaser shall solely be liable for the consequences of such breach.

c) To carry at his own cost all 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 and the Promoter to Purchaser and shall not do or suffer to be done anything in or to the building or the flat violating any rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of Purchaser committing any act in contravention of the above provisions, Purchaser 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 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 and shall keep the 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 shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members, partitions in the flat or construct additional walls or structures in the flat without the prior written permission of the Promoter and the Promoter or an Association of Apartment Owners as the case may be.

e) Not to make any changes in elevation such as enclosures in terraces, dry balconies, addition of grills etc. and installations of dish antenna's without the permission of the and the Party of the First Part.

f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land, building/s and/or flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated.

h) To bear local taxes, water charges, insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also any additional increased taxes, insurance etc. which are imposed by

the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by Purchaser.

i) Purchaser shall observe and perform all the rules and regulations and bye-laws which the Association of Apartment Owners 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. Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the 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.

l) Purchaser shall permit the Promoter and their surveyors and agents, workmen and others, at all reasonable times, to enter into and upon the said land and building/s or any part thereof to view and examine the state and condition thereof. The Promoter shall have such right to enter into and upon the said land/building/flat even after Purchaser is put into possession of the said flat during the statutory defect liability period.

m) Purchaser is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.

n) It is specifically understood that the matters related to service providers such as security services, managerial services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers

o) The areas described in the Annexure annexed hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Party of the Second Part's. Purchaser shall have no

exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of the association and the same shall be for the common use for of all the flat Party of the Second Parts.

p) Nothing contained in THESE PRESENTS shall be construed to confer upon Purchaser any right, title or interest of any kind whatsoever into or upon the said land or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of Purchaser/s.

20) NO GRANT TILL CONVEYANCE:

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/s or of The said Land and building or any part thereof. Purchaser shall have no claim save and except in respect of The said Flat/Shop hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc., will remain the property of The Promoter until Purchaser is/are admitted as a member of the Condominium /Association/CHS Society. The Purchaser/s shall give consent for formation of Society/ Condominium /Association.

21) FORBEARANCE NOT TO BE CONSTRUED AS WAIVER:

Any delay tolerated or indulgence shown by The Promoter in enforcing the terms of this agreement or any forbearance or giving of time to Purchaser by The Promoter shall not be construed as a waiver on the part of Promoter of any breach in compliance of any of the terms and any conditions of this agreement by Purchaser nor shall the same in any manner prejudice the rights of The Party of the First Part.

22) SEVERABILITY :

1) If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction,

that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

2) In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law.

3) Such enforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the unenforceable provision had not been contained therein.

4) The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

23) REGISTRATION OF AGREEMENT AND CONVEYANCE :

Purchaser and/or The Party of the First Part shall present this agreement as well as the deed of apartment in due course, at the proper registration office of the Registrar of Assurances, within the time limit prescribed by the Registration Act and The Party of the First Part will attend such office and admit the execution thereof.

24) PURCHASER'S ADDRESS FOR SERVICE OF NOTICE:

All notices to be served on Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to Purchaser by Registered Post A.D. / Under Certificate of Posting at his/her/their address mentioned in this agreement herein first.

25) DISPUTE RESOLUTION AND GOVERNING LAW :

1) If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing

thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

2) If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause (a) above, then the dispute shall be referred to Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016, at Bandra, Mumbai and Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Promoter/Owner.

3) The decision of the Real Estate Regulatory Authority or Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Pune.

4) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

5) This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

26) The Party of the First Part shall be entitled to grant lease or license of any portion of the said lands to any government/semi-government or local or municipal body or authority to the M.S.E.D.C.L or to any private party or parties for setting up any installations for providing services such as electricity, telecommunications services, dish antennae etc. and Purchaser herein shall not be entitled to raise any objection to such grant of lease or license.

27) The Party of the First Part herein has agreed to sell to the Purchaser/s the said Flat/Shop and the sale of the said Flat/Shop is on the basis of

carpet area only and Purchaser/s aware that due to the skirting and variation in plaster, the carpet area varies, the variation may be approximately three percent and the Purchaser/s consents/s for the same and is /are aware that the consideration being lump sum will not change, further the Purchaser/s agrees not to question or challenge the said consideration the same having been settled on lump sum basis after considering all aspects and other terms of the agreement.

28) It is also understood and agreed by and between the parties hereto that Promoter shall be at liberty to sell, transfer, convey parking space and any other spaces, overhead terraces in the said building to any person/s of their choice and the same shall belong exclusively by the concerned Purchaser and such Purchaser shall be entitled for exclusive use of the said open parking space, as the case may be other than the one agreed to be sold in this agreement. Purchaser hereby irrevocably granted and shall be deemed always to have granted his/her/their consent for the same.

29) ENTIRE AGREEMENT :

The Parties agree that the Agreement, Schedules, Annexure Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, Party of the First Part in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Promoter and Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

30) CONFIDENTIALITY :

1) Purchaser hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Party of the First Part..

The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on Purchaser and shall always be in full force and effect.

2) Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Promoter/Owner.

3) Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-

a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or

b) such disclosure is required in connection with any litigation; or

c) such information has entered the public domain other than by a breach of the Agreement.

31) OTHER CONDITIONS :

i) The Purchaser/s aware that they may be required to execute and register a Supplementary Deed in case there are any variations or inclusion of new or additional rules as per RERA.

ii) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to Purchaser by the Promoter shall not be construed as a waiver on the Promoter of any breach or non compliance of any of the terms and conditions of the agreement by Purchaser, nor shall the same in any manner prejudice the rights of Promoter.

SCHEDULE - I

(DESCRIPTION OF THE SAID ENTIRE LAND)

All that piece and parcel of land in Residential Zone, area admeasuring 04 H. 00 R. i.e. 10 Acre out of total area 19 H. 43 R. + P.K. 02 H. 83 R. i.e. total area 22 H. 26 R. out of Gat No. 48, within the limits of Revenue Village and Grampanchayat Shiraswadi (Murkutenagar), and within the limits of Zilha Parishad Pune Taluka Panchayat Sameettee Haveli and Registration

Sub District Haveli No. 1 to 20 & District - Pune which is bounded as under:

ON OR TOWARDS THE

EAST - By remaining land of Gat No. 48 and Gat No. 49
SOUTH - By remaining land of Gat No. 48
WEST - By Vade Bolhai - Uruli Kanchan Road
NORTH - By Property owned by Shri. Popat Shinde Gat No. 49

SCHEDULE - II

(DESCRIPTION OF THE SAID PROPERTY UNDER DEVELOPMENT)

SOUTHERN PORTION of land which more particularly described in Schedule - I above i.e. an area admeasuring 25124.75 Sq. Mtrs. out of 04 H. 00 R. i.e. 10 Acre out of total area 19 H.43 R. + P.K. 02 H. 83 R. i.e. total area 22 H. 26 R. out of Gat No. 48, within the limits of Revenue Village and Grampanchayat Shiraswadi (Murkutenagar), and within the limits of Zilha Parishad Pune Taluka Panchayat Sameetee Haveli and Registration Sub District Haveli No. 1 to 20 & District - Pune which is bounded as under:

ON OR TOWARDS THE

EAST - By remaining land of Gat No. 48 and Gat No. 49
SOUTH - By remaining land of Gat No. 48
WEST - By Vade Bolhai - Uruli Kanchan Road
NORTH - By remaining land of Gat No. 48

SCHEDULE-II

(Being Description of the said Unit above referred)

(i) SCHEME : **BALAJI NISARG.**

(ii) UNIT : Flat, ___-Type Building.

(iii) Flat No:-_____, Building No : ___ (Wing No : __) & on _____: Floor.

(iv) Area : _____ Sq.Ft. i.e. _____ Sq. Mtrs. Net Carpet area (including Terrace and Balcony).

(v) Parking: Common parking for Two Wheeler and Car Parking as per allotment on first come first served for the convenience of the unit purchaser/s.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS DAY AND DATE AND YEAR HEREINABOVE MENTIONED.

**DIRECTOR & DULY AUTHORISED PERSON OF
M/s. TIRUUPATEE VASTU NIRMAN PVT. LTD
THE PROMOTERS /POA HOLDER
(THE FIRST PARTY)**

Mr./Mrs./Smt._____

Mr./Mrs./Smt._____

**The Flat Purchaser/s
(THE SECOND PARTY)**

WITNESSES : -

Sign - ----- Sign - -----

Name - ----- Name - -----

Add - ----- Add - -----

SCHEDULE-IV
COMMON AREAS AND FACILITIES

- A) Landscaped Garden.
- B) Common drainage.
- C) Common Compound wall for Flats.
- D) Main Entrance Gate.
- E) Children's Play Area.
- F) Branded Lift Only For 1 and 2 Bhk Flats.

SCHEDULE-V
UNIT BRIEF SPECIFICATION

- ❖ R. C. C. Framed structure
- ❖ High Quality Brick work of required thickness (6"/4") & (9"/4") for external / internal walls.
- ❖ Plaster for external walls, Plaster for internal walls.
- ❖ Vitrified flooring in all rooms, Anti skid ceramic flooring in toilets
- ❖ Black granite kitchen platform with stainless steel sink
- ❖ Glazed tiles dado over kitchen platform
- ❖ Concealed electrical wiring in all rooms, adequate light points with modular switches in every room.
- ❖ Concealed plumbing in all toilets with C.P Hot and Cold mixer and Good quality sanitary ware in all toilets.
- ❖ Attractive Main door with superior fittings.
- ❖ Powder coated aluminium sliding windows, M.S. safety grills from outside.
- ❖ Exterior walls with cement paint.
- ❖ Internal walls OBD/ dry distemper paint.

LETTER OF ALLOTMENT

To, _____(Applicant's Name)

Date :-

Subject : Allotment of residential unit No._____, building_____, in the project BALAJI NISARG situated at village Grampanchyat Shiraswadi (Murkutenagar), Taluka Haveli, District Pune.

We thank you for Application dated_____ bearing No._____ addressed to **BALAJI NISARG** and for the required for the purpose of allotment of chosen residence. It is indeed to pleasure to inform you that the Unit booked by you via the aforementioned Application Form and provisionally allotted to you is now being finalized to the terms and conditions as stated in the Application Form and hereunder :-

The details of the Applicant and the Unit allotted thereto are as under:

Name of Allottee/Purchaser [s]: _____

JOINT APPLICANT'S FULL NAME: _____

Address of Allottee/Purchaser [s]_____

Email ID of the Allottee/Purchaser[s]:_____

Unit No:_____

Name of Building : Wing/Building_____

Project Name : Balaji Nisarg

Floor No:_____

Type of Unit:_____

Carpet Area:_____ Sq. Ft. i.e._____ Sq. meters

Enclosed Balcony Area:_____

Terrace Area: _____

Consideration Value: Rs. _____

Terms and Conditions:

1.Upon issuance of this Letter of Allottee/Purchaser shall be liable to pay the aforesaid Consideration Value and the society and other charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payment specified in Annexure "A" hereunder, time being of the essence.

2. The Allottee/Purchaser shall, in relation to the Unit, make all payments to the Developer from his own bank account only and not from through the bank accounts of any third parties. The Allottee/Purchaser alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee/Purchaser only.

3. The Allottee/Purchaser agrees and undertakes to be bound by and perform all the obligations and The terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

4. In the event Allottee/Purchaser fails or neglects to comply with any of his obligations under the Application Form/Letter of Allotment, including (but not limited) to making payment of all due amounts as per schedule of Payments stated in Annexure "A" hereto and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment/Agreement to Sell in respect of the Unit, the Allottee/Purchaser shall be deemed to be in default in three installments not paid. In the event of such default, the developer shall issue notice to the Allottee/Purchaser of such default and Allottee/Purchaser shall be provided with further period of 30 days from the date of such notice to cure the said default. In the event of the Allottee/Purchaser fails to cure such default within 30 days from the date of notice of such default (or such default is not capable of being cured), the developer shall have option to cancel the allotment of the Unit, by sending a termination letter by Speed Post. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee/Purchaser shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the Developer by the Allottee/Purchaser towards consideration value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration (Refund Amount) shall be refunded. The payment of Refund Amount shall be subject to and after deducting thereon tax at source and /or taxes paid or other applicable government levies and taxes. For sake of charity, the interest and/or taxes paid on the consideration value shall not be refunded upon such cancellation/termination. In the event, amounts paid by the Allottee/Purchaser towards consideration value is less than the Liquidated Damages, the Allottee/Purchaser shall be liable and agrees to pay to the Developer the deficit amount of Liquidated Damages.

5. All overdue payments shall attract interest at 2% + prevailing SBI MCLR (Marginal Cost of Funds based Lending Rate) rate, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Developer, including right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The total price is escalation-free. Save and except escalation 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.

7. The Developer shall end over to make available the Unit for Possession (for fit outs) of Flat in Balaji Nisarg -Building _____ on or before 30th December, 2020 to subject to the Allottee/Purchaser not being in breach of any of the terms of the Application Form/Letter of Allotment/Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/connections/approvals/licenses from the competent local authorities and or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

8. The Unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee/Purchaser till all amounts in relation to the unit have been received by the Developer and the Allottee/Purchaser has taken possession of the Unit.

9. The Allottee/Purchaser agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in

any manner affect or prejudice or defame the Project/Building or the Developer or its associates or its representative. In the event, the Allottees/Purchasers does or omits to do any such act, deed or thing then it shall constitute an event of default and the Developer shall be entitled to proceed as per the provisions of this Allotment Letter.

10. The Allottee/Purchaser hereby agrees that the Developer shall be entitled to recover/setoff/adjust from the amounts if any, payable by the Allottee/Purchaser to the Developer including the Consideration Value, the society and the other charges, interest and/or Liquidated Damages. The Allottee/Purchaser agrees and undertakes not to raise any objection or make any claims with regard, shall be deemed to have been waived.

11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. Any dispute shall be settled by Real Estate Regulatory Authority under the act of The Real Estate (Regulation and Development) Act, 2016.

Our customer Relationship Management team and Sales team can be contacted for any queries or assistance on the following co-ordinates:
tiruupateedevelopers@gmail.com

I would like to take this opportunity to thank you for the trust that you have reposed in us, and assure you of your best services at all times.

Warm Regards,

For M/S.Tiruupatee Vastu Nirman Pvt. Ltd.,

(Authorized Signatory)

ANNEXURE A

Milestone Payment

1.	10%	Within 7 days from the day of booking
2.	15%	Within 7 days from the from the execution of Agreement
3.	20%	Within 7 days from the completion of Plinth
4.	15%	Within 7 days from the completion of First Slab
5.	10%	Within 7 days from the completion of Fourth Slab
6.	5%	Within 7 days from the completion of Fifth Slab
7.	5%	Within 7 days from the completion of brick work, Internal Plaster
8.	5%	Within 7 days from the completion of External Plaster, External Plumbing.
9.	10%	Within 7 days from the completion of lifts, water pumps. Electrical fittings, entrance lobby.
10.	5%	Within 7 days from the date of Completion Certificate
	100%	Total

Note : Service Tax, MVAT (if pending of any Flat, if any before passed GST)and any other government levies shall be extra as applicable.

Notes :

1) This Schedule is a list of Payment/construction slabs. Construction activities may be carried out in tandem with earlier slabs than stated and hence, the demand too may be generated earlier than above.

2) Registration of Agreement to sell (Stamp Duty, MVAT, Service Tax & Registration charges apply) to be completed immediately after payment of booking Amount and before the next installment as per the scheduled of payment is due. The Developer reserves its right not to accept any payment over the Booking Amount till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.

3) All applicable Government Taxes and Levies including Service Tax, MVAT (if pending if any before passed GST), GST shall be payable as and when demanded by Developer.

4) The Consideration Value paid by the Allottee/Purchaser to the Developer shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Unit.

5) In the event Allottee/Purchaser approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure "A" above shall attract interest at 2% + prevailing SBI MCLR (Marginal Cost of Funds based Lending Rate) rate from the date they fall due till realization of payment and shall constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the Developer to the Bank/financial institution of the Allottee/Purchaser.

ANNEXURE "B"

SOCIETY AND OTHER CHARGES

Maintenance Charges Rs. _____/-

Legal Chages Rs. _____/-

Service Tax, MVAT (if pending previous Flat before GST Passed before 1st July, 2017), GST and other government levies shall be extra as applicable.