

“Shree”

Agreement for sale under Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Project, Registration of Real Estate Agents, Rates of interest and disclosure on website) Rules, 2017

This Agreement made and executed at.....this.....day of..... in the year Two Thousand and

By and between

M/s. Mohiniraj Associates (PAN: AAYFM6223D)

A partnership firm having its principal place of business at: Flat no.1, Shriram Apartments, Sahakar Vasahat, off Karve Road, Pune 411004, by its duly authorized partners

1).Mr. Satyajeet Madhukar Gaidhani

Age – 54 Years, Occupation – Business/Agriculturist,

R/at- _____.

Hereafter called or referred to as the Promoters or as the Developers, where the context may require or permit; (which expressions unless they be repugnant to the context or meaning thereof, shall mean and include the said firm as it stands constituted as on the date of execution of these presents being its present partners, as also all persons who may be inducted as partners of the said firm during the currency of these presents or hereafter as also the last of such partners or survivors amongst them as also the respective successors executors or administrators of such last partners,) (for the purposes of grammar or errors therefrom, singular shall mean plural and vice-versa)

Party of the First Part

AND

1). Mr./Ms. _____,

(PAN: _____) (:Aadhar No. _____)

son/daughter of _____,
aged about _____,
residing at _____.

2). Mr./Ms. _____,
(PAN: _____) (:Aadhar No. _____)

son/daughter of _____,
aged about _____,
residing at _____

hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assignees);

Party of the Second Part

AND

Mr. Mahendra Madhukar Pathak (PAN-AAUPP9355M)

Age – 47 Years, Occupation – Business/Agriculturist,

R/at- Plot No.37, Kohinoor Planet Society, Aundh, Pune

Hereinafter referred to as "Owner" or as the Consenting Party/
Confirming Party

(Which expression shall, unless repugnant to the context, mean and include his successors, executors, or administrators.) (for the purposes of grammar or errors therefrom, singular shall mean plural and vice-versa);

Party of the Third Part

WHEREAS from the perusal of the revenue records it is represented by the owners and promoters to the purchasers that

WHEREAS,

a). All that piece and parcel of the land admeasuring about 00 Hectares 43 Ares from out of land totally admeasuring about 00 Hectares 49 Ares bearing Gat no.779 /A assessed at Rs.1=19 ps of the village Khed Shivapur, Taluka Haveli, District Pune, lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli, the Revenue limits of the Tahsil Haveli and situate beyond the

limits of the Local authority (more specifically described in the schedule-A hereunder written) and

b). All that piece and parcel of the land admeasuring about 00 Hectares 33 Ares bearing Gat no.779 /B assessed at Rs.00=75 ps of the village Khed Shivapur, Taluka Haveli, District Pune, lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli, the Revenue limits of the Tahsil Haveli and situate beyond the limits of the Local authority (more specifically described in (Both hereinafter referred to as "said Properties/said Lands" for sake of brevity and more specifically mentioned in Schedules A and B written herein below) formed a part of properties which were earlier owned by one Karim Dhodu Patil.

AND WHEREAS, the said Karim Dhodu Patil sold the said Properties to Hansabai Baban Naykude Mulani vide Sale Deed dated 27/05/1969 duly registered in the office of the sub-registrar _____, Pune at serial no. _____/1969 on _____ and accordingly, her name was mutated in the record of rights under mutation entry no. _____ dated _____;

AND WHEREAS, Hansabai Baban Naykude Mulani died on 07/11/1978, leaving behind heirs, sons namely, 1). Fakir Mohammad Hasan Mulani, 2). Alihusain Hasan Mulani, daughters, 3). Khatija Suleman Kureshi, 4). Johrabi Hasan Naykudi, as her only successors and the name of the sons were recorded in the Owners' Column while the names of daughters of the deceased were recorded in the Other Rights Column of the 7/12 extract of the said Properties vide Mutation Entry No. 451 dated _____;

AND WHEREAS, after the death of Alihusain Hasan Mulani, the names of his heirs, 1). Rihana Barhan Kureshi, 2). Sabina Zakir Pathan, 3). Rahila Mobin Kureshi, 4). Tabusum Asin Shekh, 5). Sana Alihusain Mulani, 5) Havabi Alihussain Mulani were recorded on the 7/12 extract of the said Properties vide Mutation Entry No. 2904 dated _____.

AND WHEREAS, name of Malikarjun Damodar Landge which was earlier recorded in the other rights column was removed after his death and the name of his son Krushnaji Malikarjun Landge was recorded on 7/12

extract of the said Properties vide Mutation Entry No. 3187 dated _____;

AND WHEREAS, Joharbi Hasan Naykudi (Mulani) died on 09/03/1992, and her name was removed from 7/12 extract by Mutation Entry no. 3453 as her heirs were already on record;

AND WHEREAS, thereafter 1). Fakir Mohammad Hasan Mulani, 2). Khatija Suleman Kureshi, 3). Johrabi Hasan Naykudi, 4). Rihan Barhan Kureshi, 5). Sabina Zakir Pathan, 6). Rahila Mobin Kureshi, 7). Tabusum Asin Shekh, 8). Sana Alihusain Mulani, 9). Havabi Alihussain Mulani sold the said land to one Sunanda Nandkumar Kulkarni vide Sale Deed dated 21/01/2011, and same is registered at the office of sub-registrar, at Sr.No.806/2011, and accordingly, her name was mutated on 7/12 extract vide Mutation Entry No.3368 dated _____;

AND WHEREAS, thereafter the said Sunanda Nandkumar Kulkarni sold the said Properties to Mahendra Madhukar Pathak, the owner herein above named vide Sale Deed dated 06/09/2011, and the same is duly registered at the office of sub-registrar, Haveli No.16 at Sr.No.8645/2011 and accordingly his name is mutated on 7/12 extract of the said Properties vide Mutation Entry No.3455 dated _____;

AND WHEREAS, Sunanda Nandkumar Kulkarni with the consent of Krushnaji Malikarjun Landge executed a Consent Deed on 21/01/2011 and 06/09/2011 and same is registered at the Office of Sub-Registrar, Haveli No. 16 at Sr.No.10484/2011 on 16/11/2011;

ANDWHEREAS, thus the said Mahendra Madhukar Pathak, owner herein, thus became the sole and absolute owner of the said properties;

AND WHEREAS the said owner being desirous of carrying out the development of the said properties by retaining to himself certain constructed area or FSI in the form of flats etc. and selling the remaining balance area or FSI or flats etc. to intending developers or purchasers, applied for permission with Town Authority/Collector Office to use the said properties for non- Agriculture purpose for sanction of the building plans for the erection of multistoried building on the said properties. The Town Planning Authority has sanctioned the building plan vide Letter No. REKHANKAN/NABP/KHED SHIVAPUR/TAL HAVELI/Gat No.799/A and

799/B/SSP/406 dated 19/01/2013 and N.A Order No.PMH/NA/SR/845/2012 dated 26/02/2014, and further amended by the PMRDA vide its Commencement Certificate No. 3395 dated 12/02/2015.

AND WHEREAS the owner herein along with Mr. Satyajeet Madhukar Gaidhani viz. the developers herein for the purposes of carrying out his desires of development and construction formed a partnership viz. The developers herein in terms of a deed of Partnership which was executed on 06/05/2014. The Developer Firm herein started development work of the project "City Light" on the said land in accordance with the arrangements made in the said Partnership Firm and got lay out, building plans sanctioned and also obtained non agricultural user permission. The Firm started construction work of three buildings and agreed to transfer some units therein in favour of prospective unit purchasers, agreements in respect of which were also registered.

AND WHEREAS the Partnership Firm of developers has been reconstituted on ____/2016 and thereafter today on _____ i.e. on date of execution hereof thereafter and the present partners discussed various issues in respect of development and construction activity in the present conditions with the owner herein, and the terms and conditions agreed between the said owner and the then constituted firm are contained in an agreement of development dated 26/6/2016 duly registered in the office of the sub-registrar Haveli-15, Pune at serial no. 5647/2016 on 26/7/2016 and on which stamp duty of Rs.13,38,000/- and registration fees.30,000/- have also been paid by the developers, as also the owner conferred various powers in favour of the partner of the said developer firm herein, under a deed appointing a power of attorney dated 26/6/2016 duly registered in the office of the sub-registrar Haveli-15, Pune at serial no. 5648/2016 on 26/7/2016 and on which stamp duty of Rs.500/- and registration fees of Rs.100/- have also been paid by the developers with a view to complete the project on the said land.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter alone has the sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the allottee/s of the Apartments to receive the sale price in respect thereof;

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the and the Maharashtra Rules 2017 made thereunder;

AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked Annexure 'A' and 'B', respectively.

AND WHEREAS the copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

AND WHEREAS the copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and

open spaces are proposed to be provided for on the said project have been annexed hereto and marked Annexure C-2,

AND WHEREAS the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter have been annexed hereto and marked Annexure D-1, and as approved by the concerned local authority have been annexed hereto and marked Annexure D-2

AND WHEREAS the Promoters have further represented to the purchasers/allottees that the open space in the carved out plot is and shall be kept common for all future developments of lands in the layout till its logical conclusion and as such the purchasers shall not have any exclusive rights therein and the purchasers have agreed to and accepted the same in respect of the said common open space;

AND WHEREAS the Allottee has offered for purchase by the allottee an Apartment admeasuring about ____ sq.mtrs. bearing number ____ on the ____ floor, in the Building named as City Lights (herein after referred to as the said "Building") being constructed/already constructed by the Promoter on the said property more fully described in First Schedule hereunder written(hereinafter referred to as the said "Apartment");

AND WHEREAS relying thereon the Promoters agreed to sell to the Purchaser the said apartment/unit at and for an agreed consideration of Rs. _____ (Rupees _____ only) .

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment admeasuring about ____ sq.mtrs. bearing number ____ on the ____ floor, (hereinafter referred to as the said "Apartment") in the Building (herein after referred to as the said "Building") being constructed /already constructed by the Promoter,

AND WHEREAS the carpet area of the said Apartment is _____ square meter (_____ square meter), and "carpet area" means 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 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.

AND WHEREAS relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the said Allottee, said Apartment at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no._____/2017 ;

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment to the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt/..... podiums, and upper floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing to the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.

1.a. (i). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one residential Apartment admeasuring about ____ sq.mtrs. bearing number ____ on the ____ floor, in the Building named as City Lights (herein after referred to as the said "Building") being constructed/already constructed by the Promoter on the said property more fully described in First Schedule hereunder written(hereinafter referred to as the said "Apartment")as shown in the Floor plan thereof hereto annexed and marked Annexures D-1 for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the limited common areas and facilities and parking spaces should be shown separately).

(ii). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. _____/-

(iii). The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Car parking spaces bearing Nos ____ situated at _____ Basement and/or stilt and /or ____podium

and/or open parking space, being constructed in the layout for the consideration of Rs. _____/-.

1.(b). The total aggregate consideration amount for the apartment including garages/car parking spaces is thus Rs._____-/-

1.(c). The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as Earnest Money Deposit of application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs(Rupees) in the following manner :-

i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter on the execution of Agreement

ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iv. Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment.

vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid 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 Apartment is located.

vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid 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 Apartment is located.

viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupation certificate or completion certificate.

1. (d). The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST or Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1. (e). Except as contained herein or hereafter, The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.(f). The Promoter may allow, in its sole discretion, a rebate for early payments of = installments payable by the Allottee by discounting such early payments @ ____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.(g). The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.(h). The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note : Each of the installments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installment linked to number of basements/podiums/floors in case of multi-storied building / wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned

local authority occupation and/or completion certificates in respect of the Apartment.

2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").

3.1. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4. The Promoter hereby agrees that he shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the allottee(s) allottees of Apartments/shops/garages in the building/wing to be constructed on the said land (hereinafter referred to

as " the Society"/ " the Limited Company") make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said building/wing by the Promoter in favour of the said Society/Limited Company, within two months of obtaining occupation certificate /completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total allottees in such a building or wing have taken possession and the Promoter has received the full consideration of such allottees whichever is earlier.

5. The Promoter hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or Limited company formed for each of the building/wing to be constructed on the said land (hereinafter referred to as " the Apex Body" or "Federation" or "Holding Company") make full and true disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or 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 and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said Land by the Promoter in

favour of the said Apex Body/Federation/Holding Company, within two months of registering the society or company of the Apartment Allottee(s) of the last of the building or wing constructed on the said Land.

6.1 The Allottee agrees to pay to the Promoter interest at ____per cent per annum on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

6.2 without prejudice to right of promoter to charge the interest in terms of sub clause (i) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement:

6.3 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.

6.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the installments of sale price of the Apartment which

may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.

8. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20__ .If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

9. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :- (i) non-availability of steel, other building material, water or electric supply ;(ii) war, civil commotion or act of God ; (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.

10.1 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to

indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate* of the Project.

10.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation:

10.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 10.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 10.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

10.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.

11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/godown for carrying on any industry or business. (*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking the Allottee's owned vehicle.

12. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

13.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or

the owners in the said land on which the building with multiple wings or buildings are constructed.

13.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.

15. The Allottee shall on or before delivery of possession of the said premises keep deposited with the

Promoter, the following amounts :-

(i). Rs. for share money, application entrance fee of the Society or Limited

Company/Federation/ Apex body.

(ii). Rs. for formation and registration of the Society or Limited

Company/Federation/ Apex body.

(iii). Rs. for proportionate share of taxes and other charges/levies in respect of

the Society or Limited Company/Federation/ Apex body

(iv). Rs.for deposit towards provisional monthly contribution towards outgoings of

Society or Limited Company/Federation/ Apex body.

(v). Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi). Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

16. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

17. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of

registration of conveyance or Lease of the said Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

18.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said 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, said 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, said 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, said 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 said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] 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 said Land and/or the Project except those disclosed in the title report.

18.2 The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or

to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner

cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-

laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited/Company/Apex Body/Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii. Till a conveyance of the said Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.

19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces , will remain the property of the Promoter until the said structure of the building is transferred to

the Society/Limited Company or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.

21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

22. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

23. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral,

if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

26. 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.

27. 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 the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. 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.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

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

Name of Allottee

(Allottee Address)

Notified Email ID: _____

M/s Promoter name

(Promoter Address)

Notified Email ID: _____

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

32. JOINT ALLOTTEES

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

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 will have the jurisdiction for this Agreement.

34. Additional Governing terms and conditions represented, negotiated and accepted by the purchasers explicitly are as under:

a). The Purchasers shall have no claim save and except in respect of premises agreed to be purchased by them. All open spaces, open lands, lobbies, terraces, unsold premises etc. will remain the property of the promoters until the said property and the building/s thereon is transferred to the Association of Apartment Owners in accordance with these presents subject to all the rights of the promoters as hereinafter stated.

b). The purchasers are aware and informed that the parking spaces are allotted to them at their request by the promoters and such allotment is made by the Promoters without any consideration and to avoid dispute amongst the flat purchasers. It is hereby agreed that the areas mentioned in the Second Schedule shall be the common areas and

facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit. The Purchasers shall use the said premises or any part thereof or permit the same to be used only for purpose for which it is sold. The purchasers shall use parking space if allotted by the promoters only for the purpose of parking his/her/their own vehicle.

c). It is hereby expressly agreed that the terrace/s on the said building/s shall always belong to the promoters and they shall be entitled to deal with and dispose of the same in such manner as they may deem fit in the event of the promoters obtaining permission from the Municipal Corporation of Pune or Collector of Pune for construction of any type of premises on the terrace/s or adjoining or extension to the building/s then the promoters shall be entitled to dispose off such premises construction by them together with the terrace to such person at such rate and on such terms as the promoters may think fit and proper. The promoters shall be entitled in that event to allot the entire terrace to the Purchasers of such premises constructed on the terrace/s. The proposed association of apartment owners that may be formed by the purchasers of the premises in the building shall admit as its member, the purchasers of the premises that may be constructed on the terrace/s, then association of apartment owners shall be entitled to depute its representative to go to the terrace/s for the regular check-up and upkeep and for repairing the water tank at all reasonable time and/or during such time as may be mutually agreed upon by the Purchaser of the premises on the terrace and the Association.

d). The Purchaser/s along with other Purchasers of flats etc. on completion of all in the building/s shall join in forming and registering the Association of Apartment Owners and also for this purpose from time to time sign and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of such body including the bye-laws of the

proposed association of apartment owners and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the Purchaser/. No objection shall be taken by the purchaser/s if any changes or modifications are made in the draft bye-laws or the Declaration or Memorandum and/or Articles of Association if the same are required to be made by the Promoter as per their commitments to various persons.

e). Unless prevented by circumstances beyond the control of the Consenting Party and Promoter, it is agreed that the said property or any part thereof along with building/ s constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act 1970, and flat/apartment will be conveyed by the owners and the Promoters herein within one year from and after (i) completion of construction of all buildings in the entire scheme and utilization of entire FSI and TDR, permissible to be utilized on the said property as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the owner, promoter (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all unit purchasers, whichever is later. This agreement itself is a Declaration by the Purchaser as provided under Maharashtra Apartment Ownership Act 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats/apartments to the provisions of the said Act. Such conveyance and/or Declaration u/s.2 of the Maharashtra Apartment Ownership Act 1970 as the case may be shall be subject to the exclusive, limited common, etc. rights of the unit/s holders and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye-laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

f). The Purchasers agrees to join other holders of the premises in the buildings constructed on the said property in forming association of apartment owners and shall become a member thereof and be bound by the bye-laws thereof as may be in force from time to time and the purchasers shall sign all applications, bye-laws, resolutions, papers and other documents as may be required for such purposes.

g). All the documents for demise of the said property and other documents that may be required to be prepared under these presents shall prepared by Advocate and/or Solicitors for the promoters and such documents shall be binding on the Purchasers.

h). The Purchaser hereby agrees that in the event of any amount duties levies or tax etc. including GST or VAT or service tax payable to the government or any amount be payable by way of premium to the Corporation or to the State and/or Central Govt, or betterment charges or development tax or educational cess or any other tax or payment of a similar nature becoming payable either before or after delivery of possession of the flat the same shall be paid in by the Purchaser. If any tax including cesses, charges, levies is levied by the Central/State/Semi-Govt., Corporation and/or any other authority or authorities on the sale of the flat, etc. and/or any of the incidents of this transaction including Vat Tax, Service Tax, Sales Tax, Tax on transfer of property in goods involved in works contracts,, etc. then the Purchaser shall be liable to pay the same to the Promoter before the possession of the flat. The Promoter shall not be liable to pay the same. The Purchaser shall keep the Promoter indemnified from all such liabilities/taxes/cesses etc.

i). The Purchasers agree to sign and deliver to the promoters before/after taking possession of the said premises, all writings, papers, documents, applications, etc. as may be necessary or required by the promoters from time to time to put the intention of the parties as reflected herein.

j). It is agreed that under no circumstances possession of the said premises shall be given to the purchasers unless and until all the payments required to be made under this agreement on the part of the purchasers has been made by the purchasers.

k). Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignments in law of the said premises or of the said property and the building/s or any part thereof. The purchasers shall have no claim save and except in respect of the said premises hereby agreed to be sold to them and all open spaces, lobbies, staircases, terraces, recreation spaces will remain the property of the promoters till final conveyance.

l). The Promoter has made full and true disclosure of the title of the said property as well as the encumbrances, litigations amongst the purchasers of flats/apartments or land owners and promoters or land owners inter-se pending permissions sought or required to be sought including the environmental clearance etc., if any, known to the Promoter and which are set out in the title investigation reports annexed hereto/separately delivered to the purchasers. The Promoter has also disclosed to the Purchaser/s nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Purchaser/s as required by law. The Purchasers has prior to the execution of this agreement has taken full free and complete inspection of the documents in respect of the said property and has satisfied himself/herself/ themselves as to the title of the property and only thereafter has executed this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the said property and buildings to be constructed without affecting the rights granted in favour of the Purchaser in respect of the unit agreed to be purchased by him as per the terms of the Agreements.

m). It is agreed, until final conveyance, that if floor space index is increased by Govt. or Local Authorities or FSI granted or density is not consumed in the building/s and further construction on the said property is allowed, the promoters alone will be entitled to put the additional or other construction on the said property or any part thereof including extensions, and/or additional construction on the building/s constructed or being constructed and to sell the flats in the said additional construction on ownership basis without any consent or hindrance by the purchasers.

n). It is expressly agreed between the promoters and the purchasers confirm that he/she/they are aware that the promoters are likely to receive additional floor space index and/or transfer of development rights and in the event of the promoters receiving additional floor space index and/or transfer of development rights the promoters shall be entitled to construct either additional floor or floors on the said buildings or any part thereof or constructs any additional structure on the said property in the compound as may be permissible either as annexure structure or as an independent structure as the promoters may desire and in the aforesaid event the promoters shall be entitled to deal with, dispose off, sell such additional floor or floors or premises therein or building/s for such consideration to such persons as the promoters may desire without reference or recourse or consent of the purchaser in any manner whatsoever and the purchasers agree not to dispute or object to the same at any time.

o). The stamp duty, typing and xeroxing and registration charges incidental to this agreement and or final conveyance shall be borne and paid by the purchasers alone and they shall pay in advance the amount of stamp duty which may be required to be paid on execution of this agreement and the deed of conveyance to the promoters prior to taking possession of the said premises. The purchasers has further agreed to pay the additional stamp-duty, if there is any increase by the Govt. such amounts shall not carry any interest.

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

q). The name of the project and building shall be “City Lights” and this name shall not be changed without the written consent of the Promoter. The name of the Association shall also be decided by the Promoter at his discretion.

r). The Purchaser consents and authorizes the Promoter to utilize and take connections from water, electricity, sewage or drainage lines and other conveniences in the said building/project as and when they require to do so for carrying out further development and construction.

s). It is hereby made clear that furniture layout, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet and literature are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan-or brochure, pamphlet maybe either kept-as-balconies or may be enclosed-at the discretion of the Promoter.

t). The Purchaser hereby irrevocably authorizes the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser to do all the necessary things/acts in all the departments of the LOCAL AUTHORITY, Collector, Road, Water, Building Tax assessment, Govt, and Semi-Govt.

departments, MSEDCL, official etc. and the same shall stand ratified and confirmed by the Purchaser herein.

First Schedule Above Referred to

Description of the freehold/leasehold land and all other details

In case of a layout, in addition, the Promoter shall also disclose all the details as referred in sub-section(3) (a),(b),(c) and (d) of section 3 of the said Act.):

Schedule-A

All that piece and parcel of the land admeasuring about 00 Hectares 43 Ares from out of land totally admeasuring about 00 Hectares 49 Ares bearing Gat no.779 /A assessed at Rs.1=19 ps of the village Khed Shivapur, Taluka Haveli, District Pune, lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli, the Revenue limits of the Tahsil Haveli and situate beyond the limits of the Local authority and which is bounded as follows- on or towards the:

North- Gat No.821,

East- By National Highway No.4,

South- Gat No.780A, Gat No.776,

West- Gat No.777,

Schedule-B

All that piece and parcel of the land admeasuring about 00 Hectares 33 Ares bearing Gat no.779 /B assessed at Rs.00=75 ps of the village Khed Shivapur, Taluka Haveli, District Pune, lying and situate within the Registration District of Pune, the Registration Sub-District of Taluka Haveli, the Revenue limits of the Tahsil Haveli and situate beyond the limits of the Local authority and which is bounded as follows- on or towards the:

North- Gat No.779A,

East- By Gat No.780A, 779B,

South- Gat No.782/2, Gat No.932A,

West- Gat No.776,

together with all the appurtenance thereto and all easementary right, title and interest attached thereto.

Second Schedule Above Referred to Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities as referred in sub-section (2) (a) of section 9.

A).COMMON AREAS AND FACILITIES:1.The proportionate land and the open space described in the First Schedule above (subject to the right of exclusive use of open spaces and covered/open car parks allotted or that will be allotted to various units). 2.The footings, RCC structures and main walls of the building.3.Staircase column and lift (if any) in the building/s.4.Common drainage, water and electrical lines.5. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc.6.Compound walls, fencing and gates.

B).LIMITED COMMON AREAS AND FACILITIES: 1.Partition walls between the two units shall be limited common property of the said two units.2. The plot of land described in the first Schedule above, subject to exclusive rights of use and occupation of premises and appurtenances and also subject to specific portion/ parking spaces/ terraces /garden spaces allotted by the Owner/ Developer to the respective Purchaser, if any.3. The footing, R.C.C. structure and main wall of the building. 4.Staircases leading from ground floor to upper floors. 5. Common drainage, water lines and electrical lines. 6. Common ground water storage tank and overhead water tank and plumbing network, pump sets, motor, meters etc. 7. Compound wall and the gate. 8. Common electric meters for common lights lift and pumps. 9. Lift with Power Back-up. 10.Parking spaces under stilts of the building shall be allotted to specific purchasers by the Promoter as per provisions of the Act.11. Passages and toilets/wc's which are not the part of specified units may be exclusively allotted to those units who have access through such passages or adjacent to such toilets/ wc' s for their exclusive or limited common use only as per the discretion and option of Promoter.

Location and stamp duty:

This agreement is valued for the purpose of stamp duty and registration on higher amount and necessary stamp duty is paid thereon as per Article – 25 (d) of Bombay Stamp Act, 1958. The details are as follows;

Location: The said property is situated in the Division/Sub-division No. _____ i.e the area as per the ready reckoner of valuation available with Sub-Registrar Haveli, Pune.

: Apartment no. ___ on ___ floor

carpet area : ___ Sq. Mtrs.

area of terrace : ___ sq. mtrs.

area of car park : ___ sq. mtrs.

Rate as per ready reckoner: Rs. _____ per Sq. Mtrs.

Market Value as per ready reckoner : Rs. _____/-

Agreed consideration: : Rs. _____/-

stamp duty paid: Rs. _____/- . registration charges: 1% subject to maximum of Rs. /-

NOTE: If the prescribed value is more than the agreed price, the stamp duty paid on prescribed price is under protest, since the agreed price is the true and correct market price of the said Unit.

In witness whereof parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ in the presence of attesting witness, signing as such on the day first above written.

Mr. _____
(Owners/Promoters/Developers)
(As duly authorized partner of the
owners/promoters/developers and/or

as their duly constituted Attorney)

1. _____

2. _____

(Allottees/Purchasers)

in the presence of witnesses:

1.

Signature

Name

Address

2.

signature

Name

Address.

SCHEDULE 'A' –

A residential Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building as shown in the Floor plan thereof hereto annexed and marked Annexure D-1 without/along with car park admeasuring about ___ sq.mtrs. constructed on the said property, described in the First Schedule above written and which apartment is bounded as under: on or towards the:

North: by

East : by

South: by
West: by

SCHEDULE 'B' –
FLOOR PLAN OF THE APARTMENT

ANNEXURE –A

Title Report

Details of the Title Report: copy attached

ANNEXURE –B

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

ANNEXURE –C-1

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

ANNEXURE C-2

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

ANNEXURE D-1

Copy of the floor plan of the building

ANNEXURE-D-2

SPECIFICATIONS FIXTURES/FITTINGS

ANNEXURE A

SPECIFICATION AND AMENITIES

Earthquake resistant R.C.C. Frame Structure

External wall in 6"/9" thick brick/block and internal wall in 6" thick bricks/block.

Smooth sanala plaster/Gypsum POP to all the internal walls and sand faced plaster externally.

Internal Oil bond Distemper/external ACE /APEX paint

2" x 2" Vitrified tiles flooring with skirting in all rooms and Ceramic tiles in toilets.

Bathroom/Kitchen/W.C. dado upto lintel level.

Granite Kitchen platform with SS sink max. upto 8'00" length

Concealed plumbing with branded plumbing fixtures.

Marble door frame for bathroom/WC

Concealed wiring with adequate light points.

Anchor/Roma/ equivalent switches and policab/equivalent wires.

Two Track Powder coated aluminum sliding windows with safety MS grill.

COMMON AMENITIES AND FACILITIES

Lift with backup

Adequate common light in parking, staircase, and water pump.

Common bore well with Motor

Vermiculture Pits

Sewage Treatment Plant

Attractive Main Entrance Gate with Decorative compound wall

Play area for Children

Swimming Pool and Club House

Gymnasium

Landscape Garden

Tar road & attractive Street Lights

Attractive entrance lobby with CCTV camera for security purpose.

Firefighting System for all buildings

solar systems for all buildings

pollution free atmosphere

All other extra items will be provided on the written request of the purchaser and only at the purchaser's sole cost and expenses payable in advance.