

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and executed at on this _____ day of _____ **2020**.

BY and BETWEEN

Shrem Trading LLP (LLPIN-AAA-3257) a limited liability partnership (“**LLP**”) registered under Limited Liability Partnership Act, 2008 having its registered address at 1101, Viraj Tower, Western Express Highway, Junction of Andheri Kurla Road, Andheri (East), Mumbai- 400069 PAN No: through its designated partner and authorized signatory

hereinafter referred to as “**Promoter/Owner**” (which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns) **party of the One Part.**

AND

1. Mr.....
Age: Occupation.
R/at:
PAN No:

2. Mr.....
Age: Occupation.
R/at:
PAN No:

hereinafter called “**Allottee(s)**” (which expression unless repugnant to the context or meaning thereof shall include his/her legal heirs, successors, administrators, executors, and permitted assigns) **party of the Other Part.**

WHEREAS

a. By order dated 7th July 2014 published in state gazette of 31st July 2014 to 6th August, 2014 under order of Govt of Maharashtra acting under sec 20(2) and (3) of Maharashtra Regional Town Planning Act, 1966 under Pune District Regional Plan, all that pieces and parcels of land bearing S. No. 171, 172,174, 175 (pt), 183 (pt), 184, 185, 186, 187, 188, 189, 191, 192, 193, 194, 195, 196, 197, 198 (pt), 229 (pt), 230 (pt) and 232 (pt) Vill. Bavdhan, Distt Pune, were removed from “Agricultural and Non –Development Zzone” to ‘Residential’ Zone; and various areas within and surrounding the said survey nos. were designated as residential, agricultural, HEMRL, hill slope, hill top and forestation area as per a plan attached to the said gazette notification (“**Larger Layout**”). A copy of the said gazette notification is attached hereto and marked **Annexure A.**

- b. Thereupon, the Promoter initiated steps for acquiring various contiguous pieces and parcels of land covered in the said notification and approved for “Residential User” for the purpose of utilization thereof for the designated purpose.
- c. By a registered Sale Deed dated 24.11.2014 (Document HVL-5-9907 of 2014) Mrs. Ashok A. Jeswani sold land bearing S.No.172/6 (0.42.0H) and 173 (0.67.0H) aggregating **1.09.0 H** to the Promoter for the consideration set out therein. Simultaneously with the execution of the Sale Deed possession of the said lands was delivered to the Promoter and its name has been mutated in the revenue records in respect of the said lands vide Mutation Entry No.6048. However, as per 7/12 extract, the area of S. No. 172/6 is 3795 sq mtrs and S. No. 173 is 6045 sq mtrs Besides, a part of S. No. 173 adm 5618.75 sq mtrs is not yet approved form non-agricultural use (“**Sale Deed No 1**”).
- d. By a registered sale Deed dated 22.03.2016 (Document No. HVL-5-2717 of 2016) M/s E Plus Greens sold the land containing by adm. 1,27,180 sq mtrs comprised in S.Nos.171/4 (0.78.0H), 172/1 (0.19.0H), 172/2 (0.08.0H), 172/3 (0.11.0H), 172/5 (0.09.0H), 174/1 (0.22.0H), 174/3 (0.10.0H), 174/5 (0.11.0H), 174/6 (0.13.0H), 175/1 (0.19.0H), 175/4 (0.07.0H), 183/2 (0.21.0H), 184/2 (0.26.30H), 185/1 (0.19.0H), 185/3 (0.64.0H), 186 (p) (0.08.0H), 187/2 (0.78.80H), 188 (0.16.70H), 189 (pt) (0.53.0 H), 191 (0.10.60 H), 192/1 (0.35.40 H), 192/2 (0.20.0H), 193 (0.05.60H), 194/1 (0.42.0H), 194/2(p) (0.44.0H), 195 (0.35.0H), 196/1(1.33.0H), 197/2 (0.25.90H), 197/3 (0.09.0H), 197/4 (0.14.0H), 197/5 (0.48.0H), 198/2 (p) (0.58.50H), 229(p) (1.72.0H) and 232 (1.25.0H) to the Promoter for the consideration set out therein. Simultaneously with the execution of the Sale Deed possession of the said lands was delivered to the Promoter and its name has been mutated in the revenue records in the respect of land bearing S.No.183/2 and 185/3 vide Mutation Entry No.6207 dated 18.08.2017 and in respect of the remaining lands vide mutation entry No. 6047 dated 10.08.2016 (“**Sale Deed No. 2**”).
- e. By a registered Sale Deed dated 11.07.2016 (Document No. HVL-15-5256 of 2017) Mr. Hanumant Nama Bandal, Mr. Chandrakant Bandal, Mrs. Sunanda Chandrakant Bandal, Mr. Tushar Chandrakant Bandal, Mrs. Savita Sudhir Bhegade, Mr. Vishal Chandrakant bandal and Mrs.Reshma Tushar Bandal sold land bearing S.No 230/1 (p) (0.11.37 H out of 0.42.0 H) and 230/3 (p) (0.09.48 H out of 0.35.0 H) aggregating to 0.20.85 H to the Promoter for the consideration set out therein. Simultaneously, with the execution of the said Sale Deed, possession of the said land was delivered to the Promoter (“**Sale Deed No. 3**”). The mutation of S. No. 230/1 adm. 0.11.37 H has been completed by Mutation Entry No. dated The confirmation of mutation of S. No. 173/3 (pt) adm. 0.09.48 H is pending.
- f. By a registered Sale Deed dated 13.01.2017 (Document No. HVL -17-215 of 2017) Mr. Devang Vasantlal Gandhi sold the land bearing S. No. 230/1(p) (0.05.685 H out of 0.42.0H) and 230/3(p) (0.04.74 H out of 0.35.0 H) aggregating to 0.10.425 H to the Promoter for the consideration, set out therein. Simultaneously with the execution of the Sale Deed, possession of the said land was delivered to the Promoter (“**Sale Deed No. 4**”).

The mutation of S. No. 230/1 adm. 0.05.685 H has been completed by Mutation Entry No. dated The confirmation of mutation of S. No. 173/3 (pt) adm. 0.04.74 H is pending.

- g. By a registered Sale Deed dated 25.03.2017 (Document No. HVL -15-987 of 2017) Mr. Devang Vasantlal Gandhi sold the land bearing S. No. 230/1(p) (0.11.37 H out of 0.42.0H) and 230/3(p) (0.09.48 H out of 0.35.0 H) aggregating to 0.20.85 H to M/s. Shrem Trading LLP represented by its partners Mr. Hitesh Chhatwal and Mr. Shreechand Aswani for the consideration, set out therein. Simultaneously with the execution of the Sale Deed, possession of the said land was delivered to the Promoter ("**Sale Deed No. 5**"). The mutation of S. No. 230/1 adm. 0.11.37 H has been completed by Mutation Entry No. dated The confirmation of mutation of S. No. 173/3 (pt) adm. 0.09.48 H is pending.
- h. By a registered Sale Deed dated 27.03.2018 (Document No. HVL-5-2261 of 2018) Mr. Dilip Shandar Dagade, Mrs. Anandi Dilip Dagade, Mr. Adinath Dilip Dagade, Mrs. Poonam Adinath Dagade, Mr. Azad Dild Dilip Dagade, Mrs. Monica Azad Dagade, Mrs. Archana Nandkumar Phanase, Mrs. Anita Rohidas Parande, Mrs. Managal Bharat Balwadkar, Mrs. Lata Kailas Dagade, Mr. Vishwas Kailas Dagade, Miss Gauri Kailas Dagade, Mr. Vilas Shankar Dagade (for self and natural guardian of his son Master Vaishnav), Mrs. Sunita Vilas Gadage, Miss Dhanashree Vilas Dagade, Miss Vrushali Vilas Dagade sold the land bearing S. Nos. 187/1 (0.57.0H), 196/2 (0.35.0H) and 197/1 (0.27.0H) aggregating 1.19.0 H to M/s. Shrem Trading LLP for the consideration set out therein. Simultaneously with the execution of the Sale Deed, possession of the said lands was delivered to the Promoter and its name has been mutated in the revenue record in respect of the said lands vide Mutation Entry No.6312 ("**Sale Deed No. 6**").
- i. By a registered Sale Deed dated 27.03.2018 (Document No. HVL-5-2270 of 2018) Mr. Dilip Shandar Dagade, Mrs. Anandi Dilip Dagade, Mr. Adinath Dilip Dagade, Mrs. Poonam Adinath Dagade, Mr. Azad Dilip Dagade, Mrs. Monica Azad Dagade, Mrs. Archana Nandkumar Phanase, Mrs. Anita Rohidas Parande, Mrs. Mangal Bharat Balwadkar, Mrs. Lata Kailas Dagade, Mr. Vishwas Kailas Dagade, Miss Gauri Kailas Dagade, Mr. Vilas Shankar Dagade (for self and natural guardian of his son Master Vaishnav), Mrs. Sunita Vilas Gadage, Miss Dhanashree Vilas Dagade, Miss Vrushali Vilas Dagade sold the land bearing S.Nos. 174/2 (0.35.0H), 174/4 (0.14.0H), 175/2 (0.21.0H) and 175/3 (0.15.5H) aggregating 0.85.5H to the Promoter for the consideration set out therein. Simultaneously with the execution of the Sale Deed possession of the said lands was delivered to the Promoter and its name has not yet been mutated in the revenue record in respect of the said lands ("**Sale Deed No. 7**").
- j. The Promoter is absolutely seized and possessed of and otherwise well and sufficiently entitled to several pieces and parcels of lands acquired vide Sale Deed No 1 to 7 as per details set out hereinabove. Several contiguous and other land parcels not included in

Sale Deed No 1 to 7 as above continued to be owned by other parties as per 7/12 extract thereof.

- k. By Development Agreement dated 9th May, 2016 registered with Sub Registrar of Assurances, Haveli No. 22 at S. No. 7279/2016, the Promoter granted development rights of all those pieces and parcels of land adm. 138080 sq mtrs or thereabouts acquired by the Promoter vide Sale Deed No. 1 and 2 as above in favour of Midori Realty LLP (“**Developer**”) (“**Development Agreement**”).
- l. Incidental to the Development Agreement, the Promoter executed a power of attorney dated 8th Nov., 2016 in favour of the Developer and the same was registered with the Sub Registrar of Assurances, Haveli No. 26 at S. No. 8990/2016 (“**Power of Attorney**”).
- m. By order of amalgamation and subdivision Pune Metropolitan Region Development Authority, Pune bearing no. BMU/Mauje Bavdhan/BU/S No. 171/1 and ors/C R No. 974/17-18 dated 17th October, 2017 land area adm. 174670 sq mtrs against 180300 sq mtrs of the Larger Layout as per 7/12 extract thereof (which partly included land parcels acquired by the Promoter vide Sale deeds No. 1 to 7 as above and partly other land parcels not then owned by the Promoter as per relevant details more particularly appearing hereinafter) from S. Nos. 171/1,2,3,4; 172/1,5,6; 173; 174/1,3,5,6; 175/1,3,4,5,6; 183/2; 184/2; 185/1,2,3; 186 (p); 187/2; 189 (p); 191; 192/1,2,3,4,5; 193; 194/1,2,3,4,5; 195; 196/1; 197/1,2,3,4,5; 198/2; 229 (p) (1.72.0 H); 230/1,2; and 232 (“**First Sanctioned Layout**”) was consolidated and sub-divided as follows:

S. No	Description	Plot Area (sq. mtrs.)
1.	Plot No. 1	13,520.69
2.	Plot No. 2	15099.25
3.	Plot No. 3	6,271.67
4.	Plot No. 6	12,380.35
	Sub Total (1,2,3,6)	47271.96
5.	Plot No. 4	13302.34
6.	Plot No. 5	14278.29
	Sub Total (4 &5)	27580.63
	Total Plots carved out (a)(1 to 6)	74852.59
7.	Internal Roads	27580.63
8.	Amenity space	19563.99
9.	Open Space	13042.66
	Common Areas (b)	49955.29
	Total (a+b)(I)	124807.88
10.	Other Areas (Hill Slope, HEMRL, Agricultural land, 110 mtr road set back)(II)	49862.12
	Grand Total (I+II)	174670.00

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- n. By a deed of cancellation of the Development Agreement dated 31st December, 2019, the said Development Agreement and Power of Attorney were cancelled mutually and the deed of cancellation was registered with the Sub Registrar of Assurances, Haveli No. 14 at S. No. 483/2019. The interest free security deposit paid by the Developer to the Promoter under the Development Agreement was duly refunded by the Promoter to the Developer and the rights and obligations of the parties under the said Development Agreement and the Power of Attorney came to an end mutually.
- o. By a deed of conveyance dated 31st Dec., 2018 registered with the Sub Registrar of Assurances, Haveli No. 14 at S. No. 484/2019, the Promoter conveyed in favour of Midori Realty LLP all that pieces and parcels of land adm in total 45517.90 sq mtrs detailed as follows for the consideration and upon detailed terms and conditions more particularly set out therein:

S. No.	Particulars	Land Area (sq mtrs)
1.	Plot No. 4	13302.34
2.	Plot No. 5	14278.29
	Sub Total (4 &5) (I)	27580.63
3.	Notionally divided right corresponding to Internal Roads	6557.79
4.	Notionally divided right corresponding to amenity space	6827.69
5.	Notionally divided right corresponding to open spaces	4551.79
	Sub Total (notionally divided area) (II)	17937.27
	Grand Total	45517.90

- p. The Plot Nos. 1,2,3 and 6 aggregating 47271.96 sq mtrs and pro rata right, title and interest in the common areas adm. 32018.02 sq mtrs from and out of the total common areas adm. 49955.29 sq mtrs carved out as is more particularly set out hereinabove was retained by the Promoter. Besides, the physical possession of the common areas remained with the Promoter.

q. **Reorganization**

- i. By a further order of amalgamation and plotting and development permission of the Metropolitan Commissioner and Chief Executive Officer of Pune Metropolitan Region Development Authority, Pune bearing no. BMV/CR No. 1081/19-20/Mouje Bavdhan/BU/S. No. 171 & ors dated 29th May, 2020, land area adm. 174670 sq mtrs against 183022 sqmtrs of the Larger Layout as per 7/12 extract thereof (which partly included land parcels acquired by the Promoter vide Sale deeds No. 1 to 7 as above and partly other land parcels not then owned by the Promoter as per relevant details more particularly appearing hereinafter) from S. Nos. 171; 172/1,5,6; 173; 174/1,3,5,6; 175/1,3,4,5; 183/2; 184/2; 185/1,2,3; 186 (p); 187/1,2; 189 (p); 191;

192/1,2; 193; 194; 195; 196/1,2; 197/1,2,3,4,5; 198/2; 229 (p) (1.72.0 H); 230/1,3; and 232 (“**Final Sanctioned Layout**”) was consolidated and sub-divided as follows:

S. No	Description	Plot Area (sq. mtrs.)
1.	Scheme No 1 (Plot No. 1 to 86)	22555.38
2.	Scheme No 2 (Plot No. 87 to 98)	3353.66
3.	Scheme No 3 (Plot No. 99 to 197)	29492.31
	Sub Total (1,2,3)	55401.35
4.	Scheme No. 4 (Plot No. 198)	14663.56
5.	Scheme No. 5 (Plot No. 199)	14977.88
	Sub Total (4 &5)	29641.44
	Total Plots carved out (a)(1 to 6)	85042.79
6.	Internal Roads (15 mtr arterial road)	9321.68
7.	Amenity space	21882.48
8.	Open Space	14589.45
	Common Areas (b)	45793.61
	Total (a+b)(I)	130836.40
9.	Internal Scheme Roads and other common areas (balancing figure)	15046.28
10.	Other Areas (Hill Slope, HEMRL, Agricultural land, 110 mtr road set back)(II)	28787.32
	Grand Total (I+II)	174670.00

Annexed hereto and marked **Annexure B** is a copy of the said order dated 29th May, 2020.

- ii. Scheme 4 and 5 in the preceding paragraph belong to Midori Realty LLP.
- r. The Promoter initially proposes to carve out residential plots (Plot No. 1 to 86) in Scheme No. 1 forming part of S. No. 229 (pt), 230/1,3 (pt) and 232 (pt) which comprises the following:
 - i. Plots No. 1 to 86 adm. 22555.38 sq mtrs;
 - ii. Amenity Plot adm. 1720.10 sq mtrs;

iii. Open spaces comprising Open Space No. I adm 828.12 sq mtrs, Open Space No.J adm. 707.42 sq mtrs and Open Space No. K adm. 2104.57 sq mtrs aggregating 3640.13 sq mtrs;

iv. Internal layout roads of 9 mtr and 12 mtr width

as per lay-out plan attached hereto vide **Annexure C and set out in the First Schedule appearing hereinafter (“Scheme No 1”)**.

s. The Promoter has declared that all that pieces and parcels of land forming part of the said Scheme No 1 are owned by the Promoter and are mutated in the name of the Promoter in relative 7/12 extracts. The Promoter has further declared that

i. The Promoter reserves the right to add land area adm. 2085 sq mtrs or thereabout from S. No. 230/3 to Scheme No. 1 after its mutation in 7/12 extract to the name of the Promoter;

ii. The Promoter reserves the right to add land area adm. 2487 sq mtrs or thereabouts from S. No. 230/1,3 which has been paid for by the Promoter but the sale deed is yet to be executed;

iii. The Promoter reserves the right to add or delete from Scheme No. 1 any part of the existing scheme or any additional land parcel without disturbing the area of the plot allotted to the Allottee herein;

iv. The Promoter reserves the right to add, amend, relocate or merge/demerge the common amenity area as well as the open spaces and internal roads in the Scheme No. 1 without any let or hinder from the Allottee;

v. The Promoter reserves the right to provide right of way to other schemes and development which may be made by the Promoter in the Larger Layout or to any other land parcel whether within the Larger Layout or otherwise;

vi. The common amenity and open spaces provided in Scheme No. 1 shall also inure to the purchasers of plots in Scheme No. 2; and

vii. The Promoter shall be at full liberty to utilize, develop, merge, add, amend or modify and sell any part of the larger Layout outside the Scheme No. 1 without any let or hinder whatsoever from the Allottee who shall have no right, interest or title in respect thereof.

t. The Promoter has obtained commencement certificate from the Pune Metropolitan Region Development Authority, Pune vide permission no.....dated, a copy whereof is annexed hereto and marked as **“Annexure D.”**

u. By virtue of aforesaid the Promoter is entitled to carve out plots as per Scheme No. 1 as per approved plan thereof (Annexure C) and develop the common areas and amenities of

the Scheme No. 1 ("**Infrastructure/Common Areas and Amenities**") as per details set out in the **Second Schedule** appearing hereinafter.

- v. The Promoter propose to sell various plots of the Project/Scheme no. 1 duly sub-divided, demarcated and identified with separate nos. as per the approved plans and to develop for the Allottee and all other allottees for the Scheme/Project all amenities and facilities set out in the Second Schedule under the name "....." (hereinafter referred to as the said "**Project**").
- w. The Promoter has appointed various Professionals viz., Architects, Structural Engineers, Landscape Designer, Solid Waste Management Consultants and Environment Consultants for development of Infrastructure of the Scheme No. 1 /Project as per details appearing in the Second Schedule for and on behalf of the Allottee and various other allottees of the plots in the Project. and have executed the requisite agreements with them for the purpose;
- x. The Promoter has registered the Projectunder the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") r/w MahaRERA Rules and applicable regulations with the Real Estate Regulatory Authority at Mumbai on under registration No..... , a copy whereof is annexed hereto and marked as **Annexure 'E.....'**.
- y. By virtue of the definitive documents inspected by the Allottee, the Promoter alone has the sole and exclusive right to sell the plots of the said Project and to enter into Agreement/s with the allottee/s and to receive the sale price in respect thereof as per the chain of title set out herein as also in the certificate of title issued by the advocate of the Promoter a copy whereof is annexed hereto and marked **Annexure -F**;
- z. **The authenticated 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 Project land (S. No. 229(pt), 230 (pt) and 232 (pt) are annexed hereto and marked as **Annexure 'G' (colly.)'**.**
- aa. The Promoter has mortgaged various pieces and parcels of land owned by the Promoter which inter alia includes the land underneath the Scheme No 1/Project by deed of mortgage dated registered with the Sub Registrar of Assurances, Haveli-.... vide regn. No..... dated read with supplemental deed of mortgage dated registered with the Sub Registrar of Assurances, Haveli-.... vide regn. No..... dated The Promoter shall be required to secure the NOC of the lender namely, Yes Bank Limited, India Bull Centre, Senapati Bapat Marg, Mumbai-4000... for booking any plot of the Project and the allottees shall be required to deposit all payments towards the plots booked by each of them as well as the payment of the Infrastructure charges in the designated bank account of the Promoter bearing no....., or such

account as may be mentioned in the relative NOC which may be issued by the lender as provided herein.

- bb. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title, sanctions of the said Project and the plans, designs and specifications prepared by the Promoter's Architect and other professionals for the Infrastructure and of such other documents as are specified under the Act and the Rules and Regulations made there under; and the Promoter has clarified in detail and the Allottee/s has/have fully understood that the Promoter desire to develop the Project in a pre-determined, pre-designed orderly and systematical planned manner in such manner and with such absolute liberties, rights and entitlements as is set out herein, and also to maintain and manage the same through one or more agencies such as Maintenance / Management Company. The Allottee/s having acquainted himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.
- cc. The allottee/s has/have offered to purchase and the Promoter has agreed to sell on "ownership basis" the plot adm. sq mtrs of carpet area bearing Plot No.....in Scheme No. 1 /Project ("**Plot**") AND ALSO TOGETHER WITH the right and benefit to use common areas, amenities and facilities meant for the occupants of the Scheme No. 1 as per Annexure C hereto which are available commonly to all plot holders in the Project more particularly mentioned in the **Second Schedule** annexed hereto, based on all the conditions stated herein and in the sanctioned plans by the respective sanctioning authorities and have further confirmed that all such conditions shall be binding on and abided by the Allottee/s.
- dd. A map of the said Plot No..... is annexed hereto and marked **Annexure 'H'**.
- ee. The Allottee has also agreed to development of the Infrastructure (and wherever necessary for provision of all amenities for the Project, it includes external infrastructure) by the Promoter and has agreed to separately contribute his/their share of the cost thereof pro rata to the area of the said Plot at a predetermined cost as may be set out herein.
- ff. The Parties hereto relying on the respective confirmations, representations 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 on the terms and condition hereinafter;
- gg. **U**nder section 13 of the said Act the Owner/Promoter is required to execute a written agreement to sale of the said Plot with the Allottee, being in fact these presents and also to register said agreement under the Registration Act, 1908.

- hh. The Promoter has agreed to sell said Plot to the Allottee for the consideration and on the terms and conditions agreed to by and between the parties and hereby recorded in the manner following.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. AGREEMENT FOR SALE

- a. The Promoter agrees to sell to the Allottee and the Allottee agrees to purchase from the Promoter, the said Plot being open plot of land bearing No._____ admeasuring _____ **sq mtrs or** thereabouts **of carpet area** and as shown in the Map thereof hereto annexed as **Annexure 'H'** for a total lump sum consideration of Rs...../- (Rupees Only) (hereinafter referred to as the "**Consideration**") to be paid in installments as provided in clause 2 below on the terms and conditions herein contained. The said Plot is more particularly described in the **Schedule III** written hereunder, and shown surrounded by red coloured boundary line on the Plan hereto annexed at Annexure H hereto. Provided, however, and the Promoter hereby expressly agrees and declares that, subject to the Allottee having paid all amounts and monies payable in terms hereof and the Allottee having also complied with the conditions and covenants on his/her/its part to be observed and performed as hereinafter contained, the promoter shall handover the possession of the said Plot to the Allottee. The Allottee undertakes to pay and shall pay the Consideration in respect of the said Plot, which shall be exclusive of deposits, rates, taxes, GST, insurance, maintenance, infrastructure and other related charges, other outgoings, stamp duty and registration charges, and all other monies, charges payable by the Allottee as mentioned herein.
- b. The Allottee shall be entitled to construct at the said Plot a residential house as per the plans thereof as may be approved by the concerned authority with the assistance of the Promoter, if so requested by the Allottee, at the cost of the Allottee by utilization of FSI (built up area) equivalent to the area of the Plot. While doing so, the Allottee shall conform to the guidelines and design constraints as per **Annexure I** so as to maintain uniformity. The building plan of individual plots shall have to be pre-approved by the promoter/Society (upon formation thereof), which approval shall not be unreasonably denied or delayed.

2. PAYMENT IN INSTALLMENTS

- a. The Allottee has paid as mentioned herein above, on or before execution of this Agreement a sum of Rs._____/ - (Rupees _____only) as advance payment or application fee and hereby agrees to pay to the Promoter, the balance amount of Rs.

_____/-(Rupees _____ only) in strictly in accordance with the schedule of payment set forth.

- b. The Allottee/s herein shall make the payments of the aforesaid consideration to the Promoter before due date or within seven days from the Allottee/s receiving the written intimation from the Promoter.

.....	10%	At the time of Booking (Advance Payment)
.....	...%	Within days from the execution of this Agreement
.....	...%	Within days from the execution of this Agreement
.....	...%	On Completion of Internal Roads of the said Project from the entrance of the Scheme upto the Plot
.....	...%	On Completion of Drainage and Sewage lines of the said Project connection to the Plot
.....	...%	On Completion of Electricity and Water lines of the said Project connected at the Plot
.....	...%	On or before possession
.....	...%	Total Consideration

- c. It is hereby agreed that the time for payment as specified above is the essence of this agreement and failure of the Allottee/s to pay the same before due date or within seven days from the Allottee/s receiving the written intimation called from the Promoter and if failed it shall be deemed that Allottee/s has/have committed breach of this agreement and the Promoter shall be entitled to take such actions as they are entitled to take in case of breach / default of this agreement without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments.
- d. Payment of any installment(s), if made in advance at the will of Allottee, shall be adjusted against the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments voluntarily made by the Allottee or by housing finance companies/banks, etc. on behalf of the Allottee. The Allottee undertakes not to object to the Promoter adjusting the payments in the manner aforesaid.
- e. The total price is escalation free, save and except escalations/increases due to increase on account of development charges (by whatever name called) 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 agrees

and undertakes that while raising a demand on the Allottee/s for increase in development charges, cost or levies which may be imposed by the competent authorities etc. as provided herein, the Promoter shall enclose the said notifications/ order/ rule/ regulations published/ issued to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

- f. The Allottee/s authorize/s the Promoter to adjust/ appropriate all payments made by him/ her/ them under any head(s) of dues against lawful outstanding, if any, in his/ her/ their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake/s not to object/ demand/ direct the Promoter to adjust his/her/their payments in any manner. The Promoter shall at its sole discretion be at liberty to first appropriate the payments made by the Allottee towards rates, taxes, GST, etc.
- g. Possession of the said Plot shall be handed over to the Allottee only after due receipt of all amounts under this agreement, due and payable by the Allottee, have been received by the Promoter.

3. MODE OF PAYMENT

Subject to the terms of the Agreement and the NOC of the Lender of the Promoter namely Yes Bank Limited, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/ Demand Draft or online payment (as applicable) in favour of “.....” Payable at Pune to the credit of Designated Account No..... of the Promoter with.....Bank Limited. The Promoter has opened the above separate account for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of Section 4 of the Act.

4. PAYMENT OF INFRASTRUCTURE CHARGES AND OTHER CHARGES

- a. The Promoter shall provide Common Areas and Amenities at the Scheme No. 1 as per detailed information set out in the Second Schedule appearing hereinafter for and on behalf of the Allottee herein and all other allottees of the Project/Scheme No 1. In consideration thereof, the Allottee shall pay to the Promoter or nominee thereof a sum of Rs. per sq mtrs of the land area of the said Plot, besides GST and all other related transactional costs and taxes (“**Infrastructure Charges**”). The said payment shall be made in four equal installments as under:

Due Date	Amount (plus taxes as applicable)	%age to total
Signing of this agreement		25%
		25%
		25%

		25%
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- b. In addition to the amount of the Consideration, the Allottee shall within a week of the receipt of the notice by the Promoter for taking possession of the said Plot and whether the possession of the Plot has been taken or not by the Allottee/s, the Allottee/s shall be liable to pay to the Promoter the following amounts.

	Particular of Deposits	Particulars Amounts
I	np sum amount towards Project Corpus Fund	Rupees/- per sq mtr
	Towards Scheme and pro rata charge for Larger Layout Maintenance for f first 24 Months (for said Plot)	Rupees/- per sq mtr month

- c. The above payments are subject to variations applicable as on the date of possession and are to be borne and paid by the Allottee alone and the same are in addition to the Consideration and other amounts agreed to be paid by the Allottee herein. Provided however, the Promoter / the Maintenance Company/the Service Company, as the case may be, shall be entitled to correspondingly increase the rate/amount of maintenance etc. mentioned hereinabove in the event of there being any in the event of reasonable increase in the costs of maintenance for any reason whatsoever. The Allottee shall be liable to bear and pay all such increased rates/charges without demur or delay, objection or protest. The Promoter/ Maintenance Company/ Service Company, as the case may be, shall give reasonable prior intimation of any increase(s) in the rate(s)/ charges aforesaid.
- d. The aforesaid diverse payments shall not carry any interest i.e. the Promoter shall not be liable to pay any interest over the sums mentioned in this clause.
- e. The Allottees shall on demand deposit with the Promoter or the Maintenance Company or the Service Company as the case may be, his/her/its proportionate share towards any other deposit(s) and charges to be paid by Promoter to the Collector, Pune Municipal Corporation, Pune Metropolitan Regional Development Authority, Gram Panchayat, or any local authority or body concerned or utility provider or otherwise.
- f. The Allottees hereby agrees that in the event of any additional amount becoming payable by way of levy or premium or otherwise or increase in the existing charges/ fees/ levies by whatever name called to the Central and/or the State Government, the Collector, the Pune Municipal Corporation, Pune Metropolitan Regional Development Authority, Gram Panchayat or any other concerned authority/ authorities or body/bodies or otherwise, or any amount becoming payable, by way of betterment charges, or development tax, levies, or any other tax, levy, security deposits, penalties, cess (fire or otherwise) payment or imposition whatsoever and by whatever name called (including but without any limitation, any amounts for the grant of any permission,

NOC, license, connection or installation of any services or conveniences, or any payments of similar nature) payable and/or paid by the Promoter in respect of the Project and/or the said Plot or goods and service tax or any other tax, under the Transfer of Property in Goods involved in the execution of Works Contract Act(Re-enacted Act) 1989 or the Income Tax Act or any other laws, rules or regulations, the same be borne and paid by the Allottees to the Promoter or the Maintenance Company or the Service Company concerned in the proportion to the area of the said Plot as the Promoter may decide. The proportionate amounts as determined by the Promoter shall be final, conclusive and binding on all the Allottees including the Allottees. The Promoter shall not be liable to render any account in this behalf to any of the Allottees including the Allottees individually or collectively but will render the same to their representatives not exceeding seven in number.

5. PAYMENT OF GST AND OTHER TAXES ETC.

- a. The Consideration and all other amounts payable above exclude stamp duty, registration charges, taxes (consisting of tax paid or payable by the Promoter/Allottee by way of GST (CGST, SGST, IGST), any other current or future similar taxes etc. which may be levied, in connection with the Project) up to the date of handing over the possession of the Plot and further till the execution of conveyance deed in respect of the said Plot which shall be borne solely by the Allottee as and when applicable.
- b. The price of the said Plot has been agreed upon as price of bare plot and does not include any other levy including GST etc., if any. The Allottee hereby agrees that any tax levied by the local authority, State and/or Central Government, Corporation and/or any other authority or authorities on the development of the said entire land and/or sale of the plot, etc. betterment charges and/or any of the incidents of this transaction including GST (CGST, SGST, IGST), development tax, tax on transfer of property, etc. or educational cess or any such cess etc, or any present or other new tax, future tax, charges, or any amount by way of premium to the Corporation or the State and/or Central Government, or payment of a similar nature becoming payable, the Allottees shall be liable to pay such taxes etc. to the Promoter, as and when charged and demanded by the State and/or Central Government, Corporation, any Authority etc. The Promoter shall not be liable to pay the same. And if such type of taxes applied by any government or local authority in future by giving retrospective or prospective effect then the same will be treated as payable by the Allottee up to the date of handing over possession of Plot. The Allottee hereby, indemnifies the Promoter and the Allottees organization from all such levies, cost and consequences.
- c. However, if the Promoter are constrained to pay any such aforesaid amount of tax, premium, cess, GST etc, or have already paid the same, then in such event the Allottee shall be liable to reimburse the same to the Promoter together with penalty, interest etc. retrospectively or prospectively.

- d. Any deduction of an amount made by the Allottee on account of Tax Deducted at Source (TDS) as may be required under the law (as per the provisions of the Income Tax Act 1961) for the time being in force while making any payment to the Promoters under this Agreement shall be deemed to have been paid by the Allottee and received / acknowledged / credited by the Promoter only upon the Allottee submitting the original tax deducted at source certificate and the amount mentioned in the certificate is matching with the Annual Tax Credit Statement in form 26AS on the Income Tax Department site. The Allottee shall submit the said certificate to the Promoter before taking the possession of the said Plot or earlier, when demanded by the Promoter. The Allottee is well-aware and understands that this is his sole responsibility and he/she/it/they should do as aforesaid within the stipulated time. Moreover, in the event there being any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification including any tax imposed by the Government after handing over possession of the said plot.
- e. Provided further that any payment/s which may be made by the Allottee shall be first appropriated towards costs, if any, then interest and thereafter the balance towards the principal sums due and payable by the allottee to the promoter.
- f. In addition to the aforesaid amounts of payments and sale consideration, the Allottee undertakes to pay and shall pay all the existing and future rates, taxes, cesses, assessments, levies dues, duties, imposts of every kind payable by a landlord, tenant or occupant of the said Plot and structure as shall be constructed thereat as shall be payable proportionately or any other reasonable basis required to be paid by the Allottee to the Govt., the Collector, Pune, PMRDA, Gram Panchayat or any other Local Authority or Public Body relating to the said Plot on which the said structure shall be constructed by the Allottee and also maintenance charges, service charges, fees, duties, subscriptions, deposits, contributions, renewals, electricity and water charges etc. and also service tax and any such taxes (if payable) and payable to the Promoter and the Maintenance Company and/or the Service Company, as the case may be, as and when the same become due and payable. The Allottee hereby irrevocably consents and authorizes the Promoter and the Maintenance Company and/or the Service Company to represent him/her/them in all matters regarding property tax assessment as well as reassessment before the concerned local authority or body and all other outside bodies providing any services and facilities and that the decisions taken by the Promoter and/or the Maintenance Company and/or Management/ Service Company in that regard shall be binding on the Allottee. The Allottee agrees and admits that if the Promoter or the Maintenance Company or the Service Company represents all Allottees in respect of all matters before any government, collector, or any other authority or body, it would be in the interest of all concerned since the Promoter or the Maintenance Company or the Service Company would be putting forthwith their case for the benefit

of the Allottee to the extent possible. Thus, there would be uniform decisions applicable to all concerned.

6. **POSSESSION OF THE SAID PLOT**

- a. The Promoter shall hand over possession of the said Plot to the Allottee at any time after six months of this Agreement but not later than 31st January, 2022 (“**Completion Date**”) after completion of access roads, power and water connection, sewage treatment connection as per details set out in Second Schedule appearing hereinafter; subject to grace period of six months. Provided all the amounts payable by the Allottee under this Agreement including Infrastructure charges and taxes thereon are fully paid by the Allottee to the Promoter and the Allottee has complied with all the terms and conditions hereof to the extent applicable. If for any reasons beyond its control, the Owner/Promoter is unable to give possession of the said Plot by the said date, then in that event the Owner/ Promoter shall pay interest as per State Bank of India Marginal Cost of Lending Rate plus two percent over the amounts till then received from the Allottee. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the state Bank of India may fix from time to time for lending to the general public.
- b. PROVIDED ALWAYS that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Plot on the aforesaid date, the extended date (or any further date or dates agreed to by and between the parties hereto) and applying to the Maharashtra Real Estate Regulatory Authority for the extension of registration of project, if the delivery of possession of the said Plot is delayed on account of :
 - i. Force majeure circumstances or conditions including strikes or other agitation by the workers, employees or labourers of the Promoter or other Contractors or Suppliers;
 - ii. war (declared undeclared), acts of the enemies of the States, act of terrorism, civil commotion, disturbance or act of State or act of God;
 - iii. any legislation, notice, order, notification, rules, regulations or bye laws or orders of Court, Government and/or other local or public body or authority or competent authority;
 - iv. delay in issuing any permission, sanction, approval, etc. and/or any extension(s) thereof by the concerned authority or authorities despite diligent efforts by the Promoter ;
 - v. changes in any Rules, Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the Project;

- vi. delay in grant of any NOC/permission/license/ connection/installation of any services such as electricity, water connections and meters to the scheme /plot, road NOC from appropriate authority;
 - vii. delay or default in payment of dues by the Allottee/s under these presents [without prejudice to the right of Promoter to terminate this Agreement;
 - viii. Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project could not be carried by the Promoter as per sanctioned layout due to specific stay or injunction orders relating to the Project from any court of law, or tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the authority;
 - ix. Epidemic or pandemic; and
 - x. Any other factor beyond the control of the Promoter. If, however, the possession of the Plot is delayed due to the force majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the said Plot, provided that such force majeure conditions are not of a nature which make it possible for the contract to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter to implement the Project and handover the said Plot to the allottee, due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter. After any refund of the money paid by the Allottee/s, Allottee/s agree/s that he/ she/ they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.
- c. It shall be expressly agreed that, wherever it is the responsibility of the Allottee/s to apply and get the necessary services at the said Plot, the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same at his own cost.
- d. It is further agreed by and between the parties hereto that, after receiving the possession of the said Plot by the Allottee/s in pursuance of this clause the Allottee/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.
- e. The Allottee shall take possession of the said Plot within 15 (fifteen) days of the Promoter giving written notice through electronic media, email or by post to the Allottee intimating that the said Plot is ready for use upon the Allottee paying all the amounts with interest, if any, payable by the Allottee prior to or at the time of taking possession of the said Plot

and if the Allottee has complied with all applicable terms and conditions herein contained.

- f. At the time of taking possession of the said Plot and in any event within seven days of the receipt of the written notice from the Promoter referred to above the Allottee shall fully satisfy himself/ herself/ itself/ themselves with regard to the said Plot in all respects as being in accordance with the terms and conditions of this Agreement and in absence of any complaint in writing to it, the Promoter shall presume that the Allottee is satisfied about the said Plot in all respects and the Promoter shall not be liable and the Allottee shall not thereafter have any claim whatsoever against the Promoter ; However, the following shall not be covered under the term “Defect” (in respect of the Plot as well as the Common Areas and Amenities):-
- i. Damage due to Act of God, war, commotion, civil unrest, fire etc shall not be covered under the term “Defect”;
 - ii. It is also clearly understood by the Allottee shall inform the Promoter at the postal and email address, as mentioned herein below, of any defect as soon as the same is noticed by him/her/them. Any delay in informing the Promoter of such a defect, which further aggravates the said defect, shall be construed as negligence and shall free the Promoter of any responsibility towards the said aggravated defect and the Promoter shall be responsible only for the original defect.
 - iii. If there is any reduction in the carpet area of the said Plot 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 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 sq mtr as agreed in Clause 1 of this Agreement. The increase or decrease in the carpet area of the said Plot shall not exceed 3% of the carpet area mentioned herein, except with prior written permission of the Allottee.
- g. Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the said 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 said Plot to the Allottee. In case the Allottee fails or commits delay in taking possession within the time as specified herein above such Allottee shall continue to be liable to pay maintenance charges of the Common Areas and Amenities, as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Plot and the Promoter shall not be liable for the maintenance, wear and tear of the said Plot.

- h. In the event that the Allottee seeks possession of the Plot for undertaking construction work or for any other purpose before the Completion Date, the Allottee shall be entitled for the same against payment of Consideration.

7. **COMPLETION OF COMMON AREAS AND AMENITIES OF THE PROJECT**

- a. The Common Areas and Amenities (“**Infrastructure**”) as indicatively enlisted in the Second Schedule hereto to be provided by the Promoter in the said Project Land where the said Plot is located will be completed on or before the Completion date i.e 31st January, 2022 and necessary occupation certificate shall be obtained by the Promoter in respect thereof from the concerned authority subject to all just exceptions as are more particularly set out in the preceding clause and due to
 - i. non-availability of steel, cement and other materials to be used for construction of roads, drainage, and other infrastructure; or
 - ii. labour problems or reasons beyond control which could not be reasonably foreseen; and the Promoter shall not be liable for any loss, damage or delay due to any cause beyond the reasonable control including strikes or other agitation by the workers, employees or labourers of the Promoter or other Contractors or Suppliers, lock out, fire, accident, explosion, riots, power shortage, power cut, road transporter’s strike, go slow, bandhs, pandemic, lockdown, etc;
- b. The Allottee/s herein agrees and conveys that he/she/they shall not be entitled to refuse to take possession of the said Plot on the ground of non completion of aforesaid Common Areas and Amenities (“**Infrastructure**”) on the date of possession of the said Plot.
- c. A certificate from the Architect of the Project that the Common Areas and Amenities have been completed as per details appearing herein shall be sufficient for the purpose of this clause. The Allottee shall also be liable to make payment of all amounts as may be payable in respect of the Infrastructure Charges and all taxes thereon within 15 days of the notice of Completion/completion of stage, as per milestone related payments set out hereinabove, failing which the Allottee shall, in addition to all payments required to be made by the Allottee as provided hereinabove, be liable to make payment of balance Infrastructure Charges and taxes thereon together with interest thereon @ 15% pa from the date of expiry of the said period of 15 days till actual payment thereof.

8. **TIME IS THE ESSENCE OF THE AGREEMENT**

Time is the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for handing over the said Plot to the Allottee/s subject to all just exceptions set out herein. Similarly, the Allottee/s shall make timely payments of the installments and other dues. It is hereby agreed that the time for the payment as specified

above is the essence of the contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has/ have committed breach of this Agreement and the Promoter herein shall be entitled to take such action as are entitled to take in case of breach of the Agreement including termination of the Agreement.

9. **INTEREST ON UNPAID DUE AMOUNT OF CONSIDERATION**

Without prejudice to the right of the Promoter to take action of breach arising out of the delay in the payment of the installments on the due dates the Allottee/s shall be bound and liable to pay interest @ then prevailing State Bank of India Marginal cost of lending + 2% p.a. on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal 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 in payments by the Promoter against delay by the Allottee/s. Similarly, if the Promoter fails to abide by the time schedule for handing over the said Plot to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the Project, interest @ then prevailing State Bank of India Marginal cost of lending + 2% p.a. on all amounts paid by the Allottee/s, till the handing over of the possession subject to all just exceptions set out herein. The interest payment for delay in payment of Infrastructure charges shall be computed as provided herein.

10. **TERMINATION OF AGREEMENT**

- a. Default by the Allottee/s in payment of any amounts due and payable or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at their discretion to terminate this Agreement PROVIDED HOWEVER that the right of termination under this Agreement shall not be exercised unless the Promoter has given to the Allottee/s fifteen (15) days prior notice in writing of his intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the Allottee/s in remedying such breaches within fifteen (15) days of receiving such Notice delivered under R.P.A.D. on the address herein mentioned of the Allottee/s. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the Agreement shall be terminated and the Allottee/s has irrevocably agreed to the same. Provided that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s consideration amount subject to Cancellation Charges payable to the promoter. Cancellation charges shall be recovered as per MahaRera as may be applicable from time to time , . After deducting Cancellation Charges as stated above, the Promoter shall refund to the Allottee/s within a period of 45 days of the termination, the installments of Sale Consideration of the said Plot which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said Plot with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of the

Promoter absolute right to terminate this Agreement. Only upon the execution and registration of deed of cancellation, if deemed necessary by the Promoter, the Allottee/s shall be entitled to receive the refund of consideration amount, subject to terms of this Agreement. The cancellation of the allotment of the Plot as provided herein shall automatically mean and include cancellation of all other rights and entitlements whatsoever in respect of the Project/Scheme No. 1, without any further writing required to be entered into for the purpose.

- b. The Allottee/s irrevocably agrees that in case of the cancellation/ termination of the said Plot, the Promoter shall not be responsible or liable for refund of stamp duty, registration fees, GST (CGST, SGST, IGST), or any other charges paid by the Allottee against said Plot.

11. **CHARGE FOR UNPAID AMOUNTS**

The Promoter shall in respect of any premium or any other amount remaining unpaid by the Allottee under this Agreement have first lien and charge on the said Plot.

12. **COMMON AMENITIES AND FACILITIES**

- a. With respect to the Common Areas and Amenities for[name of the Project], the Promoter represents as under:
 - i. The Common Areas and Amenities as listed in the “Second Schedule”;
 - ii. The allottees of the plots in Scheme No. 1 shall be jointly entitled to use and enjoy the said Common Areas and Amenities (“**Infrastructure**”) for which the Allottee shall be required to bear and pay Infrastructure charge and GST thereon over and above the Consideration as is more particularly set out hereinabove;
 - iii. These Common Areas and Amenities for shall be under the maintenance and administration of the Promoter/Township Maintenance Agency for the initial period of **five years** (“**Initial Period**”) and shall be for the common benefit, enjoyment and convenience of all the allottees of the Plots in the Project.
 - iv. The Allottee shall pay the maintenance charges towards the use of the Common Areas and Amenities to the Promoter for an initial period of 24 (twenty four) months in advance on/ before the possession of the said Plot. Upon expiry of the said initial period of 24 months from the (i) date of possession of the said Plot or (ii) 15 days after notice of possession is first issued by the Promoter to the Allottee as provided herein, whichever is earlier, the Allottee shall be liable to contribute the maintenance charges towards the use of the Common Areas and Amenities of the Project/Scheme No. 1 to the Maintenance Agency who shall be in charge of the maintenance of the Common Areas and Amenities for the Project.

- b. The Promoter reserves their right:
 - i. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance / Management Company inter alia to prevent disruption and control costs;
 - ii. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
 - iii. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.
- c. After expiry of the Initial Period during which the Services Company shall look after the Common Areas and Amenities, the Society of the various purchasers of plots in the Project shall look after the same in any such manner as the members thereof may collectively decide.

13. **FORMATION OF ORGANISATION:-**

- a. Considering the Promoter herein is carrying on the sub-division of the Project Land among plots and further to have the maintenance of Common Areas and Amenities more conveniently there will be a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 for the Project.
- b. The Promoter will execute all necessary deeds and documents to form a Co-operative Housing Society etc. and do the needful for formation of such organization. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and prepare rules and regulations and bye-laws of the organization.
- c. The Allottee/s herein along with other Allottees shall join in forming and registration of society which is to be formed by the Promoter herein as aforesaid and for that purpose, the Allottee/s herein from time to time shall sign and execute all the applications for registration and for membership and for other documents necessary for formation and registration of such Society and return the same to the Promoter herein within ten days of the same being forwarded by the Promoter to the Allottee/s as to enable the Promoter to register the organization of the plot holders. No objection shall be taken by the Allottee/s if any changes or modification are made in the draft by laws as may be required by the registrar of co-operative societies or any other competent authorities.

d. The Promoter shall be at liberty to form a common society/organization of one or more schemes of the Larger Layout.

14. **CONVEYANCE OF THE COMMON AREAS AND FACILITIES TO THE COMMON ORGANISATION**

a. The Promoter shall within a period of six months of (i) handing over possession of all of the plots of the Scheme No. 1 to the various buyers thereof; or (ii) completion of the said Common areas and Amenities and obtaining occupation/completion certificate (as applicable) in respect thereof, whichever is later, transfer the title of the Common area and Amenities of the Project Land in favour of the organization formed in respect of the Project.

b. The cost of stamp duty and registration fee if any shall have to be borne and paid by the various purchasers of the plots in the Scheme No. 1 on a pro rata basis.

c. In the event that the said Common Areas and Facilities are common for more than one society, the same shall be conveyed to the apex organization.

15. **INCIDENTAL PAYMENTS:**

In addition to the consideration amount and payment of other deposits and charges mentioned above the Allottee/s shall pay to the Promoter, before delivery of possession of the said Plot the following amounts:

- i. Rs./- for Society formation;
 - ii. Rs. 6,00/- Shares money and application entrance fee of the society;
 - iii. Rs./- Legal Charges
- **Total**

The Promoter shall utilize the said sum to be paid by the Allottee to the Promoter towards meeting all the legal Costs including the professional costs of the advocates of the promoter in connection with formation of the Society, without having to offer any account in respect thereof to the allottees or their organization. GST as applicable shall be recovered separately.

16. **MAINTENANCE / MANAGEMENT & SERVICES AGENCY**

Notwithstanding what is mentioned in clause 12 above,

a. The Allottee acknowledges the need and necessity of the Promoter to maintain and manage of all common areas, facilities, amenities and services to maintain, manage pristine ambience, peaceful existence and orderly atmosphere of the Project, in the interest of the Allottee as envisaged by the Promoter and to maintain uniformity of

management, maintenance, servicing and supervision of the common areas, amenities, facilities and services and also to ensure to the extent possible that the essential services and facilities are readily available and that the Promoter may by itself or through a Maintenance Company undertake the maintenance of the common amenities and facilities as also general management and supervision of the Project through a Service Company for the Initial Period and thereafter for such further period of time as the organization of allottees of the Scheme No. 1 may desire. The Allottee agrees not to object to, obstruct or interfere with any Maintenance and Service Companies appointed for the maintenance, management, supervision and services as aforesaid. If appointed, the said Company(s) shall vest with the responsibility of looking after the maintenance and services in the Project or any part(s) or portion(s) thereof and, correspondingly shall be empowered to charge, receive and collect the contribution as determined as aforesaid from each Allottee. The contribution of each Allottee towards the cost of Maintenance Services shall be determined by the Promoter in consultation with such Company(s) from time to time;

- b. The Promoter and/or such Companies shall be entitled to frame such rules and regulations for regulating and governing the use of the said Plot as well as the common areas, facilities and amenities in the Project. The Allottee shall be bound by all such rules and regulations in the interest of better and more beneficial enjoyment of the Scheme No. 1.
- c. The Allottee agrees and undertakes that as and when demanded by the Promoter the Allottee shall sign the Maintenance Agreement and Service Agreement with the Maintenance/Service Company(s) concerned which may include subsidiaries/entities/firms promoted and/or controlled and/or managed by the Promoter. Upon formation of the organization of the allottees, the said organization shall on behalf of all allottees be bound by this covenant for the entire Initial Period or such extension thereof as may be agreed as provided herein.
- d. It is clarified that depending on the cost of the common maintenance, management, specific amenities and service items, the Allottee will be required to pay pro rata to the plot area of each allottee or on a reasonable basis, the charges based on actual cost plus 10 % service charge thereon,. Charges and fees for any special or specific items which may be partaken by any allottee shall be charged extra. All charges shall be subject to revision depending on general escalation of the costs, expenses and general inflation at the relevant time. The Allottee undertakes to pay applicable maintenance, management and service charges, fees, duties, subscriptions, deposits, contributions, renewals etc. towards maintenance, management and serving the amenities, facilities and services under such agreements.
- e. The Allottee shall, in addition to the above, also pay charges, including but not limited to, for utilities like water, electricity, utilizing/consuming the same in the common

areas unless included in the invoice of the agency. Besides, the Allottee shall further bear and pay the GST on the invoice as applicable from time to time. However, in default of such payment within thirty days from the date of a demand notice in that behalf, such service charges shall be recovered from the Allottee together with interest thereon @ 15% pa for the delay-period.

- f. In the event of the Allottee committing default in payment of the said charges, the same shall amount to committing breach of the terms and conditions of the Maintenance / Service Agreement. In that event, the Promoter / the Maintenance and/or Service Company/Agencies concerned shall have an absolute right to discontinue the supplies and services after a prior notice of seven days and shall have the right to recover the unpaid dues. Any defaulting Allottee shall not be entitled to have benefit of the amenities or facilities or services concerned and the Promoter or the Maintenance / Service Agencies concerned shall be entitled to withdraw the amenities or facilities or services to the defaulting Allottee.
- g. As explained by the Promoter, the Allottee admits and acknowledges that it is in the interest of the Allottee that all payments in respect of all amenities and facilities particularly but not limited to water and electricity are paid in time by all allottees concerned and further that it would be lawful, just, fair and equitable that in case of any defaulting allottee or allottees, the availability or the supply of the amenities and facilities including water and electricity supply should be disconnected so that those Allottees who are complying with their obligations regarding payment etc. do not suffer on account of defaulting Allottees and the continuance of the amenities and facilities to the other allottees in general is not unnecessarily disrupted.

17. **ALLOTTEE'S UNDERTAKINGS & OBLIGATIONS:**

The Allottee so as to bind his/her/their/ its heirs, executors, administrators, successors and permitted assigns and the occupants for the time being in use and occupation of the said Plot together with enjoyment of the Common Areas and Amenities along with other allottees of the Scheme No. 1 undertakes and covenants with the Promoter and the Maintenance Company and/or the Service Company that the Allottee and the persons/parties claiming through the Allottee and/or the Occupants of the said Plot for the time being shall observe and discharge, carry out and comply with the following:-

- a. To use the said Plot and/or permit or cause the same to be used for the purpose of residential use only and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) may be permitted under any law or regulation for purposes other than residential use and no other uses such as for guest house, running creche, tuition class, maternity home, beauty parlour, saloon, tailoring, consulting room, clinic or part office by a professional or any other non-residential but permissible user is and shall be

any time undertaken or allowed, the agreed intent and agreement being that the entire area shall be always a purely residential complex only.

- b. To abide by the design constraints and development guidelines as are set out in **Annexure I** and as may be mandated by the Promoter from time to time.
- c. Not to sub-divide his/her/their said Plot in any manner so as to cause division thereof either by metes and bounds and otherwise howsoever so as to maintain the integrity of his/her/their said Plot.
- d. To pay all dues relating to the said Plot and construction thereon made by the Allottee, to the Government, Local Municipal Body or any other local body or authority regularly from time to time and also to contribute such amount as may be required to be contributed by the Allottee/s, or occupier of each of the plot as also of the construction thereon so as to ensure proper carrying out of and execution of all the works and/or acts, deeds, matter and things as may be required to be done and/or executed and/or carried out and/or strictly in accordance with the sanctioned plans and the objectives hereinbefore set out.
- e. That the Allottee and/or his nominees/ assigns shall at all/any time have right in common with the other plot holders of the said Project Land and the allottees of the adjoining plots for ingress and egress to the said Plot via the common internal roads.
- f. To ensure that the Allottee/s shall not encroach on the adjoining plots & road at the time of the commencement of the construction on the Allottee's plot or at any time thereafter, and he/ she/ they shall respect the boundary with the concerned neighbour, Promoter and/or the Society. In the event of any encroachment whatsoever the Allottee/s shall be liable to demolish the structure constructed by him/ her/ them at his/ her/ their own cost & shall be responsible for all consequences thereof.
- g. Not to connect the drainage lines of their Plot to the storm water lines of the said Project.
- h. Not to sell or dispose of any earth, gravel or sand from under the plot and not to excavate the plot except as far as may be necessary for the execution of construction work as per approved plans and with the per permission from the planning authorities or such other authorities as may be required for construction work.
- i. That the Allottee/s and/or his/her/their nominees/ assigns shall at all/any time have right in common with the other plot holders of the said property to use and share the common facilities and amenities or benefits and bear and pay his/ her / their proportionate share in the upkeep and maintenance thereof as applicable.
- j. To observe and perform all the terms, covenants, conditions stipulated and/or to be stipulated from time to time by the Promoter and to conduct

himself/herself/themselves in such a manner as to ensure equitable use and enjoyment of the said amenities, facilities and services by the holders for the time being of all the various plots comprised in the said Project and/or other lands of the Promoter abutting and/or in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and/or its nominee/s and not to do any act of omission or commission which shall in any manner affect or prejudice or obstruct directly or remotely the similar use and enjoyment of such amenities, facilities and services by any of the holder/s for the time being of the other property /property comprised in the said Project and/or other land/s abutting in the vicinity thereof and constituting and/or deem to constitute the holding/s of the Promoter and or its nominee/s.

- k. Not to obstruct the development work or enforcement of right of and by the Promoter herein for any reason and in any way.
- l. To promptly bear and pay the local taxes, insurance, N.A. taxes, water and electricity charges, maintenance charges, common security charges, including the charges of the private trust/maintenance society/society for maintenance from the date of intimation of possession and also any additional increased taxes etc. which may be imposed by the concerned local authority and by the Govt. The Allottee/s shall hereby indemnify the Promoter and the from all such levies, cost and consequences.
- m. Save as hereinafter provided not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the plot until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc; provided always, the Promoter shall be entitled to recover from the Allottee administrative fee @ 2% of the transfer price of the Plot or its ready reckoner value, whichever is higher. This obligation of the Allottee and his successors in title towards the promoter shall continue until such time as the organization of allottees is formed and the common areas and facilities are conveyed to the said organization.
- n. To duly and promptly pay, bear, discharge and contribute all the amounts that are or may be stipulated by the Promoter to be payable by him/her/them from time to time. In the event of the Allottee/s committing any default in payment of the amount payable by him/her/them as aforesaid or as and when demanded by the Promoter or when the same falls due, the same shall constitute and/or deem to constitute a charge on the said Plot and without prejudice to the aforesaid, the Promoter be entitled to prevent the Allottee/s from using and/or enjoying in any manner whatsoever all or any of the said common facilities and/or amenities.
- o. To park motor car/motor cycle/scooter or any other vehicle within the Plot only;

- p. To complete the construction of the structure on the Plot by the Allottee or his successor(s) in title within a period of three years of handing over of possession of Plot by the Promoter to the Allottee, failing which the Allottee or his successor(s) in title shall be liable to bear and pay two times of applicable monthly maintenance charges of the Scheme and the pro-rata charges of the Larger Layout from the date of expiry of the said period of three years to the date of completion of the structure.
- q. To maintain the said Plot and the structure thereon as shall be built at his/her/them/its own cost in good tenantable repair and condition after the possession thereof is given pursuant to this Agreement.
- r. Not to change or alter or make any addition or alteration in the structure as shall be built or to any part thereof beyond the rules and regulations of the concerned local authority and except in consultation with the Promoter and as provided herein including the said Plot or any part thereof.
- s. Not to store at the said Plot or the structure as shall be built thereon, any goods which are of hazardous, combustible, offensive, or dangerous nature or are of such other type or nature as to damage the construction or structure or storing of which goods is objected to by the local or other authority concerned.
- t. Not to bring or cause to be brought any heavy motor vehicles/heavy transportation beyond the designated hubs/limits save and except for the limited purpose of transporting furniture, fixtures and other household items and after taking prior permission of the Promoter or the Maintenance or the Service Company.
- u. Not to do or suffer to be done anything in or at the said Plot or any part of it or the construction which will be constructed thereon which may be forbidden by and/or in violation or breach of any laws rules, regulations and bye-laws of the local authority or other public authority concerned. In the event of the Allottee committing any act in contravention of the above provision, the Allottee alone shall be responsible and liable for the consequences thereof and to the concerned local authority and/or other public authority and also to the Promoter and/or Maintenance Company and/or the Service Company.
- v. Not to do or omit or suffer to be done, at any time, in, on or about the said Plot, anything in respect of which the Promoter or the Maintenance Company or the Service Company incurs or the Promoter or the Maintenance or the Service Company suffers or becomes liable to pay any fines, penalty, damage, compensation, expenses or any amount to any person or persons or the concerned authorities and to reimburse to the Promoter or the Maintenance Company and the Service Company without any delay, default and demur any penalty and/or fine, expense or any other amount aforesaid.

- w. Not to do or suffer to be done act or thing in or to any part of the Project which may cause any hindrance or obstacle in use and enjoyment of the Plot by the other Allottees/ occupants in the Project and/or which may cause any nuisance or annoyance to them.
- x. To forthwith remove or stop any obstruction, objection, nuisance etc., created or caused by the Allottee and/or his/her/its occupants as required by the Promoter, and/or by the other occupants of the Project suffering inconvenience on account of such cause.
- y. Not to interfere with or tamper with or distort the established drainage pattern in the Project.
- z. Not to use fresh water for any purpose other than for domestic use and certainly not for gardening.
- aa. Not to place any tent, shack or other temporary structure in the common areas or upon any part of the Project.
- bb. Not to place any kennel or other facilities for raising or boarding dogs or other animals in any of the common areas and facilities or part of the Project. The pets shall not be allowed to run at large. Further, no non-household animals shall be kept at the said Plot or the Project or any of the surrounding area. The barking/biting of such pets has been strictly prohibited and upon happening of such event, the Allottee shall take away such pets out of the Project, apart from being liable in torts qua the sufferer.
- cc. Not to do or to permit to be done any act or thing which may render void or voidable any insurance of the Project or any part of it or the said Plot or cause any increased premium to be payable in respect thereof. However, it is clarified that this does not cast any obligation upon the Promoter to insure the Project or any part thereof including the said Plot.
- dd. Not to fell, cut down, destroy, imperil, damage, injure or replace any trees, shrubs, plants anywhere in the Project unless permitted to do so by the Promoter.
- ee. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot or otherwise in the compound of the said Plot or any portion of the Project Land and to bear and pay the charges for any such act as may be stipulated / demanded by the Promoter and/or the Maintenance and/or the Service Company concerned to keep the area neat and clean.
- ff. Not to place any kind of rubbish or debris or allow the same to be accumulated upon any part of the Project or the surrounding area and no odours shall be permitted to arise there from so as to render any property or portion thereof unsanitary, unsightly, unhygienic, offensive or detrimental to any other property or its occupants.

- gg. Not to permit any noise or other nuisance so as to be offensive or detrimental to other occupant/s of the Project and not to locate, place or use any exterior speakers, horns, whistles, bells, or other sound devices. However, security devices used exclusively for security purposes may be allowed with the prior written approval of the Maintenance or the Service Company.
- hh. Not to affix or display or permit to be affixed or displayed at the said Plot and/at the Project any painted or illuminated signboards, skysigns, neon signs or advertisements or otherwise. However, the Allottee shall be permitted to install the name plate of the size and other specifications as designated in writing by the Promoter or the Maintenance / Service Company outside on the main gate of the said Plot.
- ii. Not to install television antennas, radio transmitting and receiving antennas or satellite dishes but only at the places provided for without disturbing the external appearance of the structure at the said Plot and as may be required by the Promoter or the Maintenance/Service Company.
- jj. To pay to the Promoter and/or the Maintenance/ Management/Service Company within 7 (Seven) days of demand, his/her/ share of security and other deposits paid and to be paid to the Government, the Collector, PMRDA, the Gram Panchayat or any other Local Authority or Body or Service Provider for giving water, electricity, telecommunication or any other service or utility connections to the said Plot.
- kk. To pay all charges for consumption/usage of water, electricity, Cooking or any type of Gas, telephone, telecommunications and other utilities and services at actual or as per the separate meters, sub-meters installed by the Promoter or the Maintenance/ Services Company or as per the charges that may be intimated by the Promoter or the Maintenance/Services Companies or their nominees from time to time from the date of receipt of intimation from the Promoter to take possession of the said Plot. The Promoter shall be at liberty to raise bills in respect of water usage on pro rata basis either by considering area of each plot or by considering the number of plot holders or by considering norms of National Building Code.
- ll. To observe and perform all the obligations under the rules and regulations which the Promoter /the Maintenance /Management Service Companies may frame or may adopt and in force from time to time for protection and maintenance of the Project and the said Plot therein, and shall be responsible for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being and from time to time in force.
- mm. The Allottee/s undertakes to keep indemnified the Promoter or the maintenance/service Company and Maharashtra Natural Gas Ltd. including any other service provider against any and all liability for death, injury or illness, damages/losses (arising out of the leakage of internal piping- inside Allottee/s premises) caused to or suffered solely by any family member, employee/property of the Allottee/s howsoever

caused or arising and shall indemnify and hold harmless the Promoter or the Maintenance/Service Company and Maharashtra Natural Gas Ltd. or other gas agency against any and all costs, damages or expenses whatsoever incurred by the Allottee/s in respect of any claims, demands, proceedings or cause of action arising in connection with any such death, injury or illness, damages/losses caused or suffered by any of the family members, employee/property of the Allottee/s.

nn. To permit the Promoter and/or the Maintenance/ Service Companies, their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Plot or any part thereof for the purpose of repairing, maintaining, rebuilding, cleaning and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, party structures and other conveniences belonging or serving or used for the Project and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purposes by the Promoter as also to view and examine the state and condition of the said Plot and the Allottee shall make good the repairs, if any, required by the Promoter and/or Maintenance/Service Company /Companies within 15 (fifteen) days of the giving of such notice to the Allottee.

oo. To observe and perform all the terms and conditions and covenants to be observed and performed by the Allottee as set out in this Agreement.

pp. The Allottee shall not interfere or object to the construction of neighboring buildings, premises etc. constructed and to be constructed by the Promoter in accordance with the sanctioned plans on any lands including but not limited to obstruction of air, ventilation, on account of any construction etc. whatsoever.

qq. The Allottee shall not object to the Promoter having secured / obtained requisite finance for causing the development and construction on the Project or any other part thereof and to develop other infrastructure from the banks/financial institutions etc. and for the said purpose to create mortgage/charge on the Project except the said Plot.

rr. Not to construct additional floors/construction than permitted at the said Plot.

18. **COMPLIANCE OF THE LAW RELATING TO REMITTANCES:**

The Allottee, if resident outside India, shall be solely responsible for complying with the applicable rules and regulations laid down in Foreign Exchange Management Act 1999, Reserve Bank of India Act, 1935 or any statutory amendment(s), modification(s) thereof including that of remittance of payment acquisition/sales/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals as would enable the promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof

and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee agrees and undertakes that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall solely be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility/liability in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary legal formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot in any manner whatsoever and the Promoter shall issue the payment receipts in favour of the Allottee only.

19. **COVENANTS AS TO THE CONSTRUCTION BY THE ALLOTTEE/S ON THE SAID PLOT**

The Allottee/s with an intent to bring all persons into whatsoever hand the said Plot may come, does hereby covenant and declare as follows :-

- a. Allottee will be entitled to construct his/her/their/its choice consuming FSI of **one** on the said Plot. It is agreed between the parties that the Allottee shall not at any time have more than FSI ofsq mtrs on the said Plot i.e. equivalent to the carpet area of the Plot. The structure shall be constructed strictly as per the design of the structure, services , retaining wall, etc approved by the Promoter before the plans are put up for approval thereof.
- b. As expressly agreed by the Allottee hereinabove, even in case of any redevelopment or reconstruction, the Allottee shall not be entitled to use more than FSI of 1.00 on the said Plot.
- c. Unconsumed balance FSI, additional FSI/ paid FSI and any other benefits of plots/lands/all kind of the Projects is and shall be the property of Promoter alone, which it can consume anywhere in the larger property at its sole discretion.
- d. The Allottee/s shall repair and keep the structure on the said Plot and every part thereof including all the pipe line utilities, facilities, amenities, fittings, accessories, installations, electric, plumbing and water supply, sewerage and drainage systems in tenantable and working condition at all times.
- e. The Allottee/s shall at all times abide by, observe and comply with the applicable Development Control Regulations in force and also abide by the rules and regulations formed by the Promoter /Ultimate body which may be formed by the Promoter in respect of all plot holders of the said Project.

- f. The Allottee/s further covenant/s that he/ she/ they shall not excavate or dig the internal roads, driveways, landscaping and plantation area or cause any damage thereto in any manner. The Allottee/s covenants that he/ she/ they shall not additionally tap the main water line or any other service lines without specific written permission of the Promoter.
- g. The Allottee/s shall keep the said Plot and construction thereon free from all rubbish and litter and make proper arrangements in cooperation with the holders of other plots in the Project for the disposal and removal of the same.

20. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- a. The Promoter has clear and marketable title with respect to the Project Land; as declared in the title report issued by promoter’s Advocate Firm M/s. dated (Annexure F) (“**Title Report**”) and has the requisite rights to carry out development upon the Project Land and also has actual, physical and legal possession of the Project Land for the implementation of the Project subject to the subsisting mortgage thereon as is recited hereinabove.
- b. 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.
- c. There are no encumbrances upon the Project Land or the project except those disclosed in the Title Report and recited in this Agreement.
- d. There are no litigations pending before any Court of law with respect to the Project Land or Project except those disclosed in the Title Report.
- e. All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee and the Allottee is aware that professional liability have been undertaken by them individually with the Promoter which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the Allottee and based on these said details of the drawings and the calculations and areas shown, the Allottee has agreed to take the said Plot.
- f. All approvals, licenses and permits issued by the competent authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law. Further any other approvals, licenses and permits to be issued by the competent authorities with respect to the Project which may be required, 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 and common areas.

- g. 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.
- h. 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement.
- i. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement.
- j. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues payable with respect to the Project till the possession of the said Plot has been handed over to the Allottee.
- k. No notice from the Government or any other local body or authority has been received or served upon the Promoter in respect of the said Plot.

21. **PROMOTER'S OBLIGATIONS:**

The Promoter doth hereby covenant with the Allottee as follows:

- a. To fully and truly disclose all encumbrances including any third party right, title, interest or claim in respect of the Project and the said Plot.
- b. To obtain all sanctions, permissions, approvals and NOCs for the development, to comply with all the terms and conditions of such sanctions, permissions, approvals and NOCs, existing and future, and to keep them valid and subsisting at all material times. There are presently no such terms and conditions which cannot be complied with or fulfilled by the Promoter or which are unusually onerous and the Allottee shall unconditionally assist to the Promoter for the same.
- c. To observe, perform and comply with all the terms, conditions, stipulations, restrictions, if any, which have been / may be imposed by the State Government, the Collector, Pune or any concerned Local Authority or Body as regards the development of the Project.

22. **COMMON CAR PARK:**

- a. The visitors shall on first-cum-first-served basis park their vehicles in the areas earmarked for common parking and not elsewhere or at "pay and park" parking lots.

However, the parking will be at visitors/Allottee/s risk and visitor/Allottee/s shall not hold responsible the Promoter /maintenance company/service company for any damage/loss to his/her/their vehicle.

- b. The Promoter through the Service Company shall regulate the entry and exit of the Allottee and visitors, inter alia, for security and parking purposes.
- c. Car parking shall be subject to the rules framed by the Promoter and/or the Service Company to avoid any unnecessary disputes among the Allottee, his visitors and other parties visiting the Project. Street parking shall be strictly prohibited in all the parts of the Project.
- d. Cars shall be washed and/or cleaned in the designated Cars washing/ Areas or can be washed at an extra cost by the Servicing Company.
- e. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the car parking areas.
- f. The Allottee shall park his/her/their vehicles in the said Plot for their individual use and ensure that parking in public areas is done only in the designated parking spaces. Under no circumstances vehicles will be parked elsewhere in the Project.
- g. The foregoing restriction shall not prevent temporary parking of vehicles for loading or unloading purposes and other activities incidental thereto.

23. **INSURANCE:**

- a. It shall be the sole obligation of the Allottee to insure the construction on the said Plot against all available insurance risks for an amount equivalent to the market/replacement value of the construction during and after the construction, to pay every insurance premium regularly and to produce the insurance policy/policies as well as the receipts for the insurance premiums to the Promoter from time to time.
- b. The Allottee is aware that it would be more economical if Promoter or the nominee/s may procure a comprehensive insurance policy covering the Project, infrastructure, facilities and amenities including the construction on the said Plot in favour of Promoter or the nominee/s as the case may be. The Allottee agrees that in the event of any comprehensive insurance policy covering also the construction on the said Plot is procured as aforesaid, the Allottee shall regularly pay the insurance contributions to Promoter or the nominee/s as the case may be, such contributions to be calculated according to the proportionate area of the said Plot and the construction as may be determined by the Promoter by framing uniform rules for all allottees.
- c. In the event of the Allottee at any time not paying any insurance premium, the Promoter may, but without being obliged to do so, pay such premium on behalf of the Allottee and

the Allottee shall repay such premium amount within a period of one month there from with interest thereon at 15% p.a. from the date of default to the date of actual payment. In case the Promoter does not pay such defaulted premium or discontinues to pay such defaulted premium at its sole discretion, the Allottee will not in any manner hold the Promoter responsible or liable therefore and the Allottee shall alone be responsible for the consequences including non availability of insurance cover to the Allottee.

- d. In the event of the construction on the said Plot being destroyed and/or damaged during the construction period or thereafter, the insurance monies that may be available in respect of the said construction will be first utilized by the Allottee towards rebuilding and reinstating the said construction.
- e. During construction of the structure on the Plot by the allottee, the allottee shall obtain and keep in force until completion of construction comprehensive CAR policy of adequate value.

24. **ELECTRICITY SUPPLY:**

- a. The Promoter shall arrange for the electricity connections to the said Plot and shall enter into appropriate agreement(s) with the electricity supplying bodies on as favorable terms as possible.
- b. Allottee shall pay monthly charges towards consumption of electricity.
- c. The Promoter shall not be responsible in case of non-availability of electricity by the electricity supply provider;

25. **WATER SUPPLY:**

- a. Subject to payment of monthly charges towards consumption of water supply, the Promoter/Society shall make adequate arrangements for the supply of potable water.
- b. The Promoter/Society shall not be responsible in case of non availability/ supply of water by the provider themselves.
- c. The Promoter/Society shall make all possible efforts to ensure that there would be adequate supply of potable water, except for reasons beyond its control.

26. **CREDIT FACILITY FROM FINANCIAL INSTITUTIONS/CONSORTIUM BANK:**

- a. The Promoter has declared that it has taken credit facility from Yes Bank Limited, India Bull centre, Senapati Bapat Marg, Mumbai-4000.. vide mortgage deed dated which is duly registered in the Office of Joint Sub-Registrar Haveli No..... Pune vide Serial No..... read with supplemental deed of mortgage dated

which is duly registered in the Office of Joint Sub-Registrar Haveli No..... Pune vide Serial No..... & in the process the Promoter has also mortgaged the Project Land in favour of the said lender. as security.

- b. The Promoter hereby declare that it will be the sole responsibility of the Promoter to repay the said loan and the Promoter hereby undertakes to indemnify and keep indemnified and harmless the Allottee/s from any claim or demand, loss or liability arising from the same.
- c. **Financial assistance by the Allottee** The Allottee shall be entitled to raise necessary finance / housing/construction loan and to avail such loan on the security of his/her/its/their respective Plot, however, it will be the sole responsibility of the Allottees to repay the said loan and the Allottees hereby undertake to indemnify and keep indemnified and harmless the Promoter from any claim or demand, loss or liability arising from the same.
- d. After the Promoter executes this agreement, he/ she/ they shall not mortgage or create a charge on the said Plot 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/s who has taken or agreed to take such plot.

27. **RIGHT OF THE PROMOTER OVER UNSOLD PLOTS :-**

In the event of the Promoter executing Deed of Conveyance in respect of the said Plot in favour of the Allottee, the Promoter shall have a right to dispose of the remaining unsold premises/ plots in the said Scheme No. 1 as well as the remaining part of the said Larger Layout in such manner as it think fit and the sale proceeds thereof shall belong absolutely to the Promoter; and the Allottees of such remaining premises/ plots shall be accepted as members of the Society in so far as it may relate to plots of the scheme No 1. The Promoter and or the new Allottee/s in that case shall not be required to pay any transfer fees to the Society of all the allottees.

28. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE 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 Allottee/s of the Plot, in case of a transfer as the said obligations go along with the Plot for all intents and purposes.

29. **RECITALS**

The Recitals of this Agreement shall always be deemed to be incorporated in this operating section of this Agreement and shall be accordingly binding on the Parties. For the sake of good order and record, the Parties repeat and reiterate the Recitals.

30. **CORRESPONDENCE**

- a. All notices to be served on the Allottee/s and the Promoter shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D or notified Email ID at their respective addresses specified below:

Allottee:

Address:

Notified Email ID:

Email ID:

- b. 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/s, as the case may be.
- c. In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s 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.

31. **WHOLE AGREEMENT:**

This Agreement (including this clause) contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained in this Agreement. The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure by the Promoter and/or its agents to the Allottee and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement and the terms and conditions herein contained and read and understood by the Allottee prior to the execution hereof alone shall be considered as having induced the Allottee to enter into the Agreement.

32. **INDEMNITIES:**

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc. to the said Plot, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Plots and during the occupation, use and enjoyment of the said Plot, the Project Land and the Common Areas and Amenities.

33. **INTERPRETATION AND CONSTRUCTION:**

- a. Each of the provisions of these covenants, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- b. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- c. All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.

34. **DISPUTE RESOLUTION**

- a. Any dispute between parties shall be first tried to be amicably settled through Mediation of a sole mediator, appointed by, who shall be deemed to be jointly appointed by the parties hereto and the decision of such mediator shall be followed by the parties hereto. In the event, for any reason, it is not possible to refer the disputes to the abovementioned mediator or if the abovementioned mediator declines or is unable to act as mediator or the mediation is not accepted, then the Promoter and the Allottee shall try and appoint a common mediator and if no common mediator can be arrived at, each of them shall appoint one mediator each and the two mediators so appointed, shall undertake the mediation proceedings. The mediation shall be in the English language and shall be held only in The cost of the mediation shall be borne by parties in equal proportion.

- b. In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- c. This Agreement is on principal to principal basis between the Allottee/s and Promoter and hence at all times will remain so and any differences between the parties hereto will be resolved on the basis of the process mentioned in this Agreement. The Promoter is not obliged to respond to any group of allottees prior to the formation of the Ultimate / Body to which the Promoter shall respond only for all matters exclusively pertaining to Allottee's Plot. For responding to any individual issues, the Promoter shall only respond to the Allottee/s named herein or a duly constituted authorized representative of the Allottee/s empowered to take all decisions in the matter being addressed.

35. **GOVERNING LAW**

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

36. **REPRESENTATION**

The Allottee/s hereby irrevocably consents and authorize/s the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment demarcation before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may, till the transfer/conveyance of the Common Areas and Facilities in favour of the Society, represent the Allottee/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of the Collectorate, PMRDA, water, Government Department, on behalf of the Allottee/s and whatsoever acts, done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s. It is hereby clarified that the Promoter herein shall be deemed to be a liaisioning agency for applying for all municipal or other authorities and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority in providing such amenities, services or facilities to the Project on the Project Land or to the said Plot agreed to be sold hereunder.

37. **AGREEMENT TO SUPERSEDE**

This agreement constitutes and represents the entire agreements between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and cancels and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing between the parties hereto on the subject matter hereof or in respect of matters dealt with herein. It is hereby made clear that the color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to its right/s and discretion to make changes in the same. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

38. **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.

39. **NAME OF THE SCHEME AND PROJECT:-**

- a. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed by and between the parties hereto that the Promoter herein has decided to have the name of the scheme/ project as “.....”. The Allottee/s or other plot holders in the layout or their successors are not entitled to change the aforesaid name of the scheme/project/ complex in any circumstances.
- b. The allottees and their organization shall at all times hereafter, display conspicuously as may be desired by the Promoter the citation “***a project by Shrem***”.

40. **PLACE OF EXECUTION**

The execution of this agreement shall be complete only upon its execution by the Promoter or through its authorized signatory at the Promoter’s office, after the agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution this agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Pune.

41. **STAMP DUTY & REGISTRATION CHARGES**

Stamp duty, registration charges and out of pocket expenses as demanded by the Promoter in respect of this Agreement for Sale if any and any other document(s) required to be executed by the Promoter or by the Allottee shall be borne and paid by the Allottee alone.

FIRST SCHEDULE

PROJECT LAND ABOVE REFERRED (Scheme No. 1)

Residential plots (Plot No. 1 to 86) in Scheme No. 1 forming part of S. No. 229 (pt), 230/1,3 (pt) and 232 (pt) which comprises the following:

- i. Plots No. 1 to 86 adm. in aggregate 22555.38 sq mtrs;
- ii. Amenity Plot adm. 1720.10 sq mtrs;
- iii. Open spaces comprising Open Space No. I adm 828.12 sq mtrs, Open Space No.J adm. 707.42 sq mtrs and Open Space No. K adm. 2104.57 sq mtrs aggregating 3640.13 sq mtrs;
- iv. Internal layout of the scheme roads of 9 mtr and 12 mtr width as per the layout plan thereof annexed hereto at Annexure C hereto.

is bounded as follows:

On or towards East :

On or towards South :

On or towards West :

On or towards North :

SECOND SCHEDULE

COMMON AREAS AND AMENITIES OF THE PROJECT

Common areas

1. Internal roads of 9 mtr and 12 mtr width as per layout attached at Annexure C duly paved with coaltar/concrete leading inter alia upto the Plot;
2. Open spaces duly developed as recreation/garden;
3. Electric supply upto the Plot with electric meter;
4. Water Supply system with connection upto the Plot;
5. Sewerage, drainage and Garbage disposal system with connection upto the Plot;
6. Rain water harvesting; and
7. Water Treatment Plant.

Amenities (Club House)

(The allottees and all other persons eligible to partake of the services of the club house of the Project shall bear and pay all outgoings fixed by the operator for specified services as well as periodical membership fee thereof)

THIRD SCHEDULE

(PLOT)

Plot No. ____ totally admeasuring _____ sq. mtrs of carpet area with wooden picket fencing for safety and proper demarcation with the right to use the common areas and facilities relating to the Scheme No. 1 at Project Land more particularly described in the Schedule I written herein above from an out of the Larger Layout is bounded as follows:

On or towards East :

On or towards South :

On or towards West :

On or towards North :

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Pune in the presence of attesting witness, the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
Within named OWNER /PROMOTER

SHREM TRADING LLP
Through its Designated Partner and authorized
Signatory

MR.

SIGNED SEALED AND DELIVERED
Within named ALLOTTEE/S

1.

WITNESSES:

1.

2.

LIST OF ANNEXURE

ANNEXURE-A

Approval for NA

ANNEXURE-B

Letter of approval of layout plan of consolidation and sub-division dated 29th May, 2020

ANNEXURE- C

Layout plan of Schemen No. 1

ANNEXURE-D

Copy of the Commencement Certificate dated.....

ANNEXURE-E

Copy of registration certificate issued by RERA

ANNEXURE-F

Copy of certificate of title issued by the advocate

ANNEXURE G

Copies of 7/12 extracts

ANNEXURE H

Map of said Plot

ANNEXURE I

Design Guidelines and Constraints