AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this 1st day of June 2022,

By and Between

1. MR. NITIN MANOHAR PATIL (ORIGINAL OWNER), aged about 55 years, occupation – Service (PAN – AUHPP6536D) (Aadhar no. 6253 6233 3844) **2. MR. VIVEK MANOHAR PATIL (ORIGINAL OWNER),** aged about 45 years, occupation – Business (PAN – ANCPP6604N) (Aadhar no. 3347 6646 8155) BOTH R/O. 132, Manojay, Jaihind Colony, Deopur, Dhule-424002. **Through its Developer and Power of Attorney Holder PIYUSH LIFESPACES PRIVATE LIMITED,** (Corporate Identity Number U45400MH2012PTC228840), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Ground Floor, Sadafuli Apartments, Vidyawardhini Colony, Sakri Road, Dhule 424001and its corporate office at Ground Floor, Sadafuli Apartments, Vidyawardhini Colony, Sakri Road, Dhule 424001(PAN -AAGCP5624A), represented by its director/authorized signatory directors SANJAY SADASHIV DESALE, aged about 54 years, occupation: business (Aadhar no. 5864 9952 5387), OR **SHARAD SADASHIV DESALE**, aged about 52 years, occupation: business(Aadhar no. 2734 6143 1667) authorized *vide* board resolution dated 17th May 2022 hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

1. Smt. Kusum Arun Salunkhe (Aadhar no. 5105 0475 7483) Wife of Late Mr. Arun Salunkhe, aged about 59 Years Occupation – Retired (PAN ATMPS7322J) AND **2. Mrs. Jayashree Abhijit Bagal** (Aadhar no. 9004 1442 9861) D/O of Late Mr. Arun Salunkhe & wife of Mr. Abhijit Bagal, aged about 35 Years, Occupation – Advocate (PAN FRRPB8940M) Both residing at B6, Staff Quarters, Govt. Milk Dairy, Chakkarbardi Road, Dhule Tal.Dist. Dhule 424001. hereinafter called the "**Allotee**",(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allotee shall hereinafter collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS:-

A. WHEREAS by the way of Declaration Deed executed by Mr. Nitin Manohar Patil and Mr. Vivek Manohar Patil (hereinafter referred to as "the Original Owner of the Scheduled Property") of the One Part, the Original Owner had declared the Apartment to be built on the piece or parcel of freehold land lying and being at Plot No. 132, S.No. 14/1A, CTS No. 4780A132 at Village Deopur, Tal & Dist-Dhule. in the office of Sub Registrar – Dhule 1, District of Dhule, admeasuring 479.9 sq. mtrs., (vide Document No. 3179/2021) dated 24.08.2021 or thereabouts more particularly described in the Schedule-I therein as well as hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Declaration Deed.

B. WHEREAS by the way of Development Agreement & Power of Attorney dated 24th day of August 2021 executed between Mr. Nitin Manohar Patil & Mr. Vivek Manohar Patil (hereinafter referred to as "the Original Owner of the Scheduled Property") of the One Part and the Co-Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at Plot No. 132, S.No. 14/1A, CTS No. 4780A132 at Village Deopur, Tal & Dist-Dhule. in the office of Sub Registrar Dhule-1, District of Dhule, admeasuring 479.93 sq. mtrs., (vide Document No. 3180/2021) dated 24.08.2021 or thereabouts more particularly described in the Schedule- I therein as well as hereunder written (hereinafter referred to as "the project land') and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney. AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals herein above;

AND WHEREAS the Promoter has floated the Flat scheme on the said Land under the name and style of 'JAAI APARTMENTS' comprising of 16 flats (residential units). Though the Promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/development and is only subject matter of this agreement and the said project shall be known as 'JAAI APARTMENTS' hereinafter referred as "**Said Project**" and admeasuring 479.93 sq. mtrs., or thereabouts more particularly described in **Schedule-II** and shown in Annexure ____C2A____;

AND WHEREAS in the above-mentioned development agreement dated 24th August 2021, between the Promoter & the Original Owners Mr. Nitin Manohar

Patil and Mr. Vivek Manohar Patil, the Promoter had acquired the Possession of the above plot and developed Apartment Scheme under the said project known as 'JAAI APARTMENTS' on the above plot. The Promoter has right to sale the Flats in the above plot except Eight Flats bearing numbers 1,2,3,4 on Upper Ground Floor, 10, 12 on Second Floor and 13, 15 on Third Floor. These Eight Flats are given to the Original Owners as consideration of the above plot and the Original Owner has Full right to Sell the above Flats. The Promoter has full right to sell the remaining Flat Nos. 5, 6, 7, 8 on First Floor, 9, 11 on Second floor and 14, 16 on Third Floor of 'JAAI APARTMENTS'.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Flats in the said project to be constructed by the Promoter on the project land (Except Eight Flats bearing Nos. 1,2,3,4,10,12,13 & 15) and is fully competent to enter into agreement/s with the Allotee/s, lessee, mortgagee, of the Flats and to receive the sale price in respect thereof. AND WHEREAS the Promoter has entered into a standard agreement with its Architects, viz Wastu Rachna Associates Mr. Rajendra S. Chhajed (hereinafter referred to as "the Architect"), who are registered with the Council of Architecture, and such agreement is as per the agreement prepared by the Council of Architecture, and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural Engineer till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct on the project 'JAAI APARTMENTS' a project of one wing having Upper Ground floor, First floor, Second Floor and Third floor Residential Construction and with right to built upper floors.

AND WHEREAS the Allotee has offered to purchase Flat bearing number 09 on Second Floor, (herein after referred to as the said "Flat") being constructed in the 'JAAI APARTMENTS', by the Promoter.

AND WHEREAS The Allotee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allotee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specifications of the said building prepared by the Architect and of such other documents as are specified under the Real Estate Regulation and Development Act, 2016 (hereinafter referred to as "**The Said Act**") and rules

and regulations made there under. After the Allotee/s enquiry, the Promoter herein has requested to the Allotee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allotee/s has/have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allotee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase and the said land there under. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, 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 project land on which the Flats are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B',** respectively

AND WHEREAS the authenticated copies of the plans of the Layout of the said projects approved by the concerned Local Authority have been annexed hereto and marked as **Annexure C1**.

AND WHEREAS the authenticated copies of the plans of the Layout of the said phases proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said phase have been annexed hereto and marked as **Annexure C2**,

AND WHEREAS the copy of the proposed layout plan and the proposed project/building/phase plan showing future proposed development as disclosed by the developer in his registration before the RERA authority and further disclosures on the website as mandated by the developer have been annexed hereto and marked as **Annexure C2A**

AND WHEREAS the clear block plan showing the project (phase/wing/flat) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allotee is in this said project (phase/wing/flat) which is clearly demarcated and marked and which is for the purposes of this agreement the project in which the unit stated that the allotee intends to purchase and the allotee shall have the right to claim the same for is marked as **Annexure C3**

AND WHEREAS the authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allotee, as sanctioned and approved by the local authority have been annexed and marked as **Annexure D**

AND WHEREAS the Promoter has obtained some of the sanctions/approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Completion Certificate or Occupancy Certificate of the said Project. There are Two Plans One Original and One Revised for the 'JAAI APARTMENTS' project which are approved by Dhule Municipal Corporation, Dhule Tal.Dist. Dhule The approvals are as follows: Vide Letter No. 00987 Dated 13/03/2020 and Revised Plan Vide Letter No. 2240 Dated 14/12/2020.

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

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allotee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allotee strictly.

AND WHEREAS the allotee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allotee and that the allotee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allotee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as **Annexure G**

AND WHEREAS the allotee has been shown the conditions of contracts with the vendors/ contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allotee has now agreed to the same as conditions mentioned in these contracts and that the allotee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Development) Act, 2016 with the Real Estate Regulatory Authority at Dhule On 29/11/2021 under Registration no. P498000031953 have been annexed and marked as **Annexure F**

AND WHEREAS the Allotee has applied for Flat in the said project vide application no. NIL dated 06th May 2022 for Flat no. 09 on Second Floor having carpet area of 38.38 square meters i.e 412.97 square feet & Net Built Up area is 41.72 sq.mts i.e. 449.07sqft.Type RCC, and exclusive terrace area and balcony area admeasuring 3.25 square meters i.e. 34.97 square feet being constructed in the 'JAAI APARTMENTS' the said project along with garage/closed parking no. P9 admeasuring 10.31 square meter i.e. 110.93 square feet in the Stilt floor [*location of the garage/closed parking* Sheet attached separately].Area of Cupboard & Flower Bed attached to flat no.09 is 13.87 sq.mt. i.e. 149.24 sq.ft, if applicable and *pro-rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as **the said Flat**" and further 3.42 square meter i.e 36.80 Square feet of limited common shared areas per flat and facilities both of which are more particularly described in **Schedule III** and the floor plan of the flat is annexed hereto and marked as **Annexure E**);

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said flat at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said Flat is 38.38 square meters and "carpet area" means the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allotee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allotee, but includes the area covered by the internal partition walls of the flat.

AND WHEREAS, the Allotee/s prior to execution of these presents has paid to the Promoter a sum of Rs. 2,00,000/- (Rupees Two Lakh only) being part payment of the sale price of the Flat agreed to be sold by the Promoter to the Allotee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allotee/s has agreed to pay the remaining price of the Flat as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allotee/s hereby agrees to purchase the Flat and the garage/covered parking (if any) as specified in above para.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Flat in favor of the Allotee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allotee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said flat is agreed to be sold to the allotee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his flat in the said project.

AND WHEREAS the Parties, relying on the 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 conditions appearing hereinafter;

And that the allotee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

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

1. **CONSTRUCTION OF THE PROJECT/APARTMENT**:-

The Promoter shall construct the said project named 'JAAI APARTMENTS' consisting of 16 Flats on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allotee in respect of variations and modifications which may adversely affect the Flat of the Allotee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said Apartment which are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allotee.

2. CONSIDERATION/PRICE OF THE SAID FLAT:-

2.1. The Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee Flat No. 09 of carpet area admeasuring 38.38 sq. meters on Second floor of the Apartment (hereinafter referred to as "the Flat") as shown in the plan thereof hereto annexed and marked Annexure D and E for the consideration of Rs. 20,00,000/-including Rs. NIL being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Flat including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

2.2. The Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee garage/Covered parking bearing No. P9 situated at stilt floor for the consideration of Rs. NIL/-

2.3. The Allotee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allotee covered parking spaces bearing No.P9 situated at Stilt Floor for the consideration of Rs. NIL. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

1.1. The total aggregate consideration amount for the flat including garages/covered parking spaces is thus **Rs. 20,00,000/- (Rupees Twenty Lacs Only). This is base price, it doesn't contain any type of interior decoration, Kitchen platform, electrification & coloring are not done by promoter. Therefore, the price of said Flat no.09 is low.**

2.4. The Allotee/s agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of the Agreement. The Allotee has paid on or before execution of this agreement a sum of Rs 16,40,000/- (Rupees Sixteen Lakh Fourty Thousand only) by way of Cheque No. 413968 dated 13/05/2022 of State Bank of India Treasury Branch Dhule of Rs. 2,00,000/- and Cheque No. 413970 dated 19/05/2022 of State Bank of India Treasury Branch Dhule of Rs. 14,40,000/- as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs 3,60,000/- (Rupees Three Lakh Sixty Thousand only) in the following manner :-

1. At the time of Completion of Tilling:

Rs.1,60,000/- (Rupees One Lakh Sixty Thousand Only.)

2. At the time of Completion of Coloring:

Rs.1,00,000/- (Rupees One Lakh Only.)

3. At the time of Possession of the Flat:

Rs.1,00,000/- (Rupees One Lakh Only.)

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Cess, GST, Stamp Duty, Registration Fees or any other similar taxes which may be levied, in connection with the construction of and carrying out the said Project payable by the Promoter up to the date of handling over the possession of the Flat.

2.6. The Total Price is escalation-free, save and except increases which the Allotee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allotee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rule/regulation to that effect along with the demand letter being issued to the Allotee, which shall only be applicable on subsequent payments. The promoter may charge the allotee separately for any up gradation/ changes specifically requested or approved by the allotee in fittings, fixtures and specifications and any other facility which have been done on the allotees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.7. The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allotee and the Allotee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The Allotee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.8. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allotee by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allotee by the Promoter.

OR

Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allotee or by housing finance companies/bank etc on behalf of Allotee.

3. **MODE OF PAYMENT: -**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are

mentioned), the Allotee 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 favor of 'PIYUSH LIFESPACES PVT.LTD. /JAAI' payable at DHULE**.**

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

The Allotee/s authorizes 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 Allotee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **INTEREST ON UNPAID DUE AMOUNT:**-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allotee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum, with monthly interest, on all the amounts which become due and payable by the Allotee/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 delay by the Promoter. The amount of interest may be informed to the allotee/s from time to time or on completion of the said project, and the allotee/s has/have agreed to pay the same as and when demanded before the possession of the said flat.

6. **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY:-**:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handle over possession of the said flat to the Allotee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said Apartment

in which the Flat is situated. Notwithstanding anything to the contrary contained herein, the Allotee shall not be entitled to claim possession of the said flat until the completion certificate is received from the local authority and the allotee has paid all dues payable under this agreement in respect of the said flat to the Promoter and has paid the necessary maintenance amount/deposit, service tax, vat and other taxes payable under this agreement of the said flat to the Promoter*.*

Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allotee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the allotee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the allotee then the allotee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

7. **DISCLOSURE AS TO FLOOR SPACE INDEX: -**

The Promoter hereby declares that the Floor Space Index available(SANCTIONED) 1.32 as on date in respect of the project land is 633.468 square meters only and Promoter has planned to utilize Floor Space Index of 1.80 (863.82 SQ.MT) by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.80 (863.82 SQ.MT) as proposed to be utilized by the promoter on the project land in the said Project and Allotee has agreed to purchase the said Flat based on the proposed construction and sale of flats be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

8. **DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE**:-

The Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allotee/s nature

of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allotee/s. as required by the law. The Allotee/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.

9. **SPECIFICATIONS AND AMENITIES**:-

The specifications and amenities of the said Apartment to be provided by the Promoter are those that are set out in **Schedule IV** hereto. Common amenities for the project on the said land are stated in the **Schedule V** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said flat. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

10. **COMPLIANCE OF LAWS RELATING TO REMITTANCES**

10.1. The Allotee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s),modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the 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 Allotee understands and agrees 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 be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2. The Promoter accepts no responsibility in this regard. The Allotee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allotee

subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allotee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allotee and such third party shall not have any right in the application/allotment of the said flat applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allotee only.

11. POSSESSION OF THE FLAT:-

11.1. **Schedule for possession of the said Flat:-**The Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allotee/s in respect of the said flat, in terms of these presents, The Promoter, based on the approved plans and specifications, assures to hand over possession of the said Flat on 31/03/2025.

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allotee and the promoter for giving possession of the Flat on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of the Flat is to be situated is delayed on account of –

(i) war, civil commotion, flood, drought, fire, cyclone, earthquake , act of god or any calamity by nature affecting the regular development of the real estate project ("**Force Majeure**").

(ii) 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 plan due to specific stay or injunction orders relating to the said 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.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allotee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allotee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allotee the entire amount received by the Promoter from the allotment within **30** days from that date. After any refund of the money paid by the Allotee, Allotee agrees that he/ she 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.

11.2. **Schedule for possession of the Common amenities:-** The Promoter herein is developing the said land which consists of common amenities like Elevator, CCTV etc (Attached schedule V & VI the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Promoter, assures to hand over possession of the said common amenities on 31/03/2025. The Allotee/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said flat on the ground of non completion of aforesaid common amenities.

That the allotees further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if the developer is not allowed by the allotee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

11.3. **Procedure for taking possession:-** The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allotee/s intimating that, the said flat is ready for use and occupation. The Allotee/s herein shall inspect the said flat in all respects to confirm that the same is in accordance with the

terms and conditions of this agreement, complete the payment of consideration/total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said flat within **15** days from the date of written intimation issued by the Promoter to the Allotee herein. The Promoter agrees and undertakes to indemnify the Allotee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allotee agree(s) to pay the maintenance charges as determined by the Promoter/association of allotee/s, as the case may be.

11.4. It shall be expressly agreed that wherever it is the responsibility of the allotee to apply and get necessary services the same shall not be undertaken by the promoter and the allotee shall be solely responsible for the same.

11.5. **Failure of Allotee to take Possession of [Flat]:** Upon receiving a written intimation from the Promoter as per clause 11.3, the Allotee/s shall take possession of the Flat 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 Flat to the allotee. In case the Allotee fails or commits delay in taking possession of said Flat within the time provided in clause 11.3, such Allotee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said flat and the Promoter shall not be liable for the maintenance, wear and tear of the said flat.

11.6. **Possession by the Allotee -** After obtaining the occupancy certificate and handing over physical possession of the said Flat to the Allotee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allotee/s or the competent authority, as the case may be, as per the local laws.

11.7. **Compensation –**That the allotee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/phase/ wing and the said land thereunder.

11.8. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by

the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allotee/s, in case the Allotee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within **30** days including compensation in the manner as provided under the Act.

Provided that where if the Allotee does not intend to withdraw from the said Project, the Promoter shall pay the Allotee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % ,on all the amounts paid by the Allotee, for every month of delay, till the handing over of the possession of the Flat.

12. TIME IS ESSENCE:-

Time is essence for the Promoter as well as the Allotee. The Promoter shall abide by the time schedule for completing the project and handing over the Flat to the Allotee and the common areas to the association of the allotees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allotee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in clause 2.5 in this agreement or by Payment Plan set out in **Schedule ____**

13. **TERMINATION OF AGREEMENT:**-

13.1. Without prejudice to the right of promoter to charge interest in terms of sub no.5 above, on the Allotee committing default in payment on due date of any amount due and payable by the Allotee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allotee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 days in writing to the Allotee, by Registered Post AD at the address provided by the allotee and mail at the e-mail address provided by the Allotee, of his intention

to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allotee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allotee (subject to adjustment and recovery of any administrative expenses of an amount of Rs……. and/ or any other expenses incurred by the promoter for such unit as requested by the allotee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the Allotee to the Promoter and the Promoter herein shall be entitled to deal with the said flat with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement.

13.2 For whatsoever reason if the Allotee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement /transaction in respect of the said flat then, the Allotee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said flat with prospective buyers. After receipt of such notice of intention to terminate this agreement, the Promoter shall issue a 15 days' notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat between the Promoter and Allotee/s herein terminated as stated in sub-para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allotee/s herein, in respect of the said flat, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14. DEFECT LIABILITY

If within a period of five years from the date of handing over the Flat to the Allotee, the Allotee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flats are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allotee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

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

That it shall be the responsibility of the allotee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allotee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allotee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the

vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allotee has been made aware and that the allotee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allotee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF FLAT HOLDERS/ APARTMENTS:-

15.1 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of allotees/Co-operative Societies and/or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the flat holders in the said project which is under construction on the said land.

15.2 The Allotee along with other allotee(s) of Flats in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and

return to the Promoter within seven days of the same being forwarded by the Promoter to the Allotee, so as to enable the Promoter to register the common organization of Allotee. No objection shall be taken by the Allotee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15.3 The Promoter shall (form a society *after 51 % of the total sale)* of the project all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the building or wing in which the said Flat is situated.

15.4 The Promoter shall, (form a society *after 51 % of the total sale)* of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple floors or buildings are constructed.

16. CONVEYANCE OF THE SAID FLAT: -

The Promoter, on receipt of complete amount of the Price of the said Flat under the Agreement from the Allotee or after receiving Occupancy Certificate, shall execute a conveyance deed and convey the title of the said unit and with proportionate indivisible share in the Common Areas on same time to the society/association/federation/limited company,as may be formed all the right, title and interest of the promoter/original owner/lessor/ in the aliquot part of the said land i.e said project referred in Schedule-II unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allotee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allotee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allotee.

17. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:-

17.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed GST on the agreed consideration, for the

transaction for sale of flat by the Promoter to the Allotee of the flats under the GST and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allotee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.

17.2 The Allotee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of flats by the Promoter to the Allotee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allotee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

17.3 If at any time, after execution of this agreement, the GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allotee/s. The Allotee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allotee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

17.4 Within 15 days after notice in writing is given by the Promoter to the Allotee that the Flat is ready for use and occupancy, the Allotee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other

levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s as stated and defined as attached herewith in Annexure G. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allotee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allotee further agrees that till the Allotee's share is so determined the Allotee shall pay to the Promoter provisional monthly contribution as decided in the meeting of society per month towards the outgoings. The amounts so paid by the Allotee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

17.6 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allotee/s of the said flat and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allotee/s along with interests and Allotee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allotee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said flat being first encumbrance of the Promoter. The Allotee/s herein with due-diligence has accepted the aforesaid condition.

17.7 That the allotees are made aware and expressly agree herein that where the project is out of water supply zone of the local authority and there is likely to be low water supply from the local authority and the allotee shall have to pay for the water charges either by tanker or any other form.

18. DEPOSITS BY ALLOTEE/S WITH THE PROMOTER:-

The Allotee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-

(i) Rs. 500/-for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. 12000/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs.500/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body.

(iv) Rs. NIL for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs. 17,000/- towards Water, Electric, and other utility and services connection charges & Miscellaneous expenses.

(vi) Rs……NIL…… for deposits of electrical receiving and Sub Station provided in Layout

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.

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

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 allotee and the allotee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/ harm is caused to the allotee and based on these said details of the drawings an the calculations and areas shown, the allotee has agreed to take the said unit.

f) All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

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 Allotee 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 project land, including the Project which will, in any manner, affect the rights of Allotee under this Agreement;

i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat the Allotee in the manner contemplated in this Agreement;

j) At the time of execution of the conveyance deed of the structure to the association of allotees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allotees;

k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

20. **COVENANTS AS TO USE OF SAID FLAT**:- The Allotee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, hereby covenants with the Promoter as follows for the said Flat and also the said project in which the said Flat is situated.

a. To maintain the Flat at the Allotee's own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

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

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

d. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of

whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

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

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

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

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

i. The Allotee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Allotee to the Promoter under this Agreement are fully paid up.

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

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

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

l. Till a conveyance of the project land on which the building in which Flat is situated is executed in favor of Apex Body or Federation, the Allotee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

m. That the allotee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non- performance of such obligations given specifically herein to the allotee.

n. That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allotee and the same shall be paid by the Allotee as agreed mutually.

o. That nothing herein contained shall construe as entitling the allotee any right on any of the adjoining, neighboring or the remaining buildings/ common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allotee to the developer in this regards.

p. That the parking spaces sold to the allotee shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 1.8 tonnes (kerb weight) and not

more than 5’.80’’ (70 inches) height. That this has been clearly made aware to the Allotee and the same has been agreed by the allotee to follow.

21. NAME OF THE PROJECT/ BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “JAAI APARTMENTS” and building will be denoted by letters or name JAAI APARTMENTS or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allotees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

22. **ENTIRE AGREEMENT AND RIGHT TO AMEND:-**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat. This agreement may only be amended through written consent of the Parties

23. SEPARATE ACCOUNT FOR SUMS RECEIVED: -

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allotee/s towards total price/consideration of the said flat and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organization that may be formed, towards the out goings, legal charges etc.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allotee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

24. RIGHT OF ALLOTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The Allotee hereby agrees to purchase the Flat on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given

vides (limited) common areas/ facilities, the use of the Common Areas/amenities shallbe subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allotees (or the maintenance agency appointed by it and performance by the Allotee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allotees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allotee has expressly agreed to pay for (fully/ proportionately) and marked and attached as **Annexure G**

25. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT:-

The Promoter shall confirm the final carpet area that has been allotted to the Allotee after the construction of the Flat is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allotee 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 Allotee. If there is any increase in the carpet area allotted to Allotee, the Promoter shall demand additional amount from the Allotee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement**.** That in such a case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTEE / SUBSEQUENT ALLOTEES

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 said project shall equally be applicable to and enforceable against any subsequent Allotees of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

That the allotees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a

government agency including any compensation/ benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allotee to the promoter for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the allotee for which consideration has been dispensed.

27. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allotee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allotee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favor of Allotee/s or Association/Society i.e. organization as may be formed in which the Allotee/s will be the member.

The Allotee shall also pay to the Promoter a sum of Rs. 6000 for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

29. WAIVER NOT A LIMITATION TO ENFORCE

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allotee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allotee that exercise of discretion by the Promoter in the case of one Allotee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allotees.

29.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. PLACE OF EXECUTION

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

32. NOTICES

That all notices to be served on the Allotee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allotee or the Promoter by Registered Post at their respective addresses specified below:

Smt. Kusum Arun Salunkhe - Name of Allotee

B 6, Staff Quarters, Govt. Milk Dairy, Chakkarbardi Road,

Dhule Tal.Dist. Dhule 424001. (Allotee Address)

M/s PIYUSH LIFESPACES PRIVATE LIMITED,(Promoter)

Ground Floor, Sadafuli Apartments, Vidyawardhini Colony, Sakri Road, Dhule-424001 (Promoter Address)

It shall be the duty of the Allotee 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 Allotee, as the case may be.

33. JOINT ALLOTEES

That in case there are Joint Allotees, they shall be considered as joint and severable allotees for the purpose of these clauses in the agreement and all communications shall be sent by the Promoter to the Allotee 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 Allotees.

34. 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.

35. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

LIST OF SCHEDULES

SCHEDULE I = Description of the Said Land

The Land Situated in Mauje Deopur Tal.Dist. Dhule

Plot No. 132, CTS No. 4780A132 total admeasuring 479.9 sq.mtrs. out of S.No. 14/1A at Jaihind Colony, Deopur, Dhule. 424002

SCHEDULE II = Description of the project/phase registered with the real estate regulatory authority under S.5 of the Real Estate (Regulation and Development) Act, 2016. (*Applicable in case if the construction on the said land is in phases)*

The project Registered with the real estate regulatory authority under S.5 of RERA, 2016 is JAAI APARTMENTS.

SCHEDULE III = Description of the Flat and the garage/closed parking (if applicable) along with boundaries in four directions.

Flat No. 9 on Second Floor of 'JAAI APARTMENTS' admeasuring Built up area 41.72 sq.mtrs. and carpet area of 38.38 sq.mtrs. along with covered Parking No. P9 area 10.31 sq.mtrs. situated on Stilt Floor of the Building. The Boundaries of the said Flat are as follows :

East	**:**	**9 M.W. Road**
West	**:**	**Flat No. 10**
South	**:**	**Plot No. 133**
North	**:**	**Flat No. 12**
Up	**:**	**Flat No. 13**
Down	**:**	**Flat No. 5**

SCHEDULE IV = Specifications of the said flat.

SCHEDULE V = Description of Common Amenities for the said project/phase

SCHEDULE VI = Description of common areas and facilities/limited common areas and facilities

LIST OF ANNEXURES-

ANNEXURE- A = Copy of the Certificate of the title issued by the advocate.

ANNEXURE - B = Copies of Property Card/7x12 or City Survey Extract or any other revenue record showing nature of the title of the Promoter to the said land.

ANNEXURE- C1 = Copy of Building permission /Commencement certificate

ANNEXURE - C2 = Copy of the authenticated copies of the plans of the Layout of the said phases proposed by the Promoter

ANNEXURE - C2A =Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the promoter in his registration

ANNEXURE - C3 = Copy of clear block plan showing the project (phase/ wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the allotee.

ANNEXURE-D = Copy of the plans and specifications approved by the concerned local/planning authority.

ANNEXURE- E= Copy of floor plan of the said building.

ANNEXURE -F = Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

ANNEXURE - G = List of items that would be covered as Maintenance of the Project

ANNEXURE – H = Bank Details

ANNEXURE – I =Copy of N.A. Order

ANNEXURE – J = Copy of Layout of the Survey No. 14/1A

ANNEXURE- K = Amenity Sheet

ANNEXURE- L= Copy of Parking Floor Plan

ANNEXURE- M= Copy of Development Agreement

Allottees Signature

1) _____

Smt. Kusum Arun Salunkhe

2) _____

Mrs. Jayashree Abhijit Bagal

Mr. Nitin Manohar Patil, Mr. Vivek Manohar Patil (Original Owner)

Through its Developer and Power of Attorney Holder

For Piyush Lifespaces Pvt. Ltd. (PROMOTER)

Mr. Sharad Sadashiv Desale

Authorized Signatory sign: _____

Witness

1.

2.