'PSC House', CTS No. 111+111/2, Anand Colony, Off. Prabhat Road,
Dr. Ketkar Marg, Erandawane, Pune - 411 004. Maharashtra.India.
Tel.: +91 20 3939 4949 ■ Fax : +91 20 2546 0986

Kaustubh

PARANJAPE SCHEMES

PARANJAPE SCHEMES (CONSTRUCTION) LIMITED

The Spirit Of New India

ALLOTMENT LETTER

To, Date:_____

1) _____,
Residing at;_____,

2) _____,
Residing at;_____.

Subject : Allotment of apartment

Reference : Your application dated _____, for allotment of apartment.

Sir/ Madam,

You have submitted your above referred application (said "**APPLICATION**") to us for allotment of an apartment as detailed below (said "**APARTMENT**"):

Particulars	Details	
Name of the Project	Swapnasamrat	
Address of the project	Final Plot No.22,CTS No.23,Town Planning Scheme No.1,Pune 411004	
Apartment No.		
Parking		
Area of Apartment		Area in Square Meters
	Carpet Area	
	Enclosed Balcony	
	Cupboard Area	
	Dry Balcony / Dry Ledge / Dry Terrace	
	Sitout	
	Terrace	

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	Courtyard	
	Architects Projection	

After receiving the said Application we have given you disclosures of various documents/ information in respect of the land on which the abovesaid project being/ is developed and in respect of the said Apartment, as envisaged under The Real Estate (Regulation and Development) Act, 2016. Further, we have handed over to you a CD containing these documents and information.

By this Allotment Letter you are hereby allotted the said Apartment subject to the terms and conditions mentioned herein below:

(1) The cost details in respect of the said Apartment shall be as tabulated hereunder:

Sr. No.	Details	Amount in rupees
1	Price consideration of the said Apartment including parking space and proportionate price of the common area and facilities appurtenant to the said Apartment	Rs._____/-
2	Applicable Service Tax /GST	Rs._____/-
3	Other Applicable Tax/VAT	Rs._____/-
4	Stamp duty (including LBT, if applicable) in respect of the abovesaid price consideration	Rs._____/-
5	Registration fee	Rs._____/-
6	Maintenance cost for first 12 months and or Maintenance Deposit.	
	TOTAL	**Rs._____/-**

We have received from you an amount of Rs._____/- (Rupees _____ only) by a cheque dated _____, for Rs. _____, bearing No. _____, drawn on _____ Bank, branch _____, towards advance payment (said "**ADVANCE PAYMENT**") and we have issued you a receipt in that regard.

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(2) The balance amount shall be paid by you to us as per payment schedule that will be mentioned in the agreement for sale in respect of the said Apartment (said "**AGREEMENT**").

(3) You should deduct TDS as per prevailing Income Tax Rules and pay the same to concerned authority.

Other Terms and conditions of allotment of the said apartment

1. The amounts of stamp duty, registration fees, Service Tax, GST, TDS and VAT are subject to change depending on government policy. You shall pay the amounts towards stamp duty, registration fee, VAT prior to registration of the said Agreement as and when demanded by us. You shall pay the applicable service tax/GST on each of the installment payable to us; and shall pay TDS if applicable of your own and give us certificate in that regard.

2. We have handed over to you a copy of "User Manual" in respect of use *inter alia* of the said Apartment, fixtures and fitting of the said Apartment and common facilities and amenities or common area of the abovesaid Project; and you shall be following instructions of the said User Manual strictly.

3. Within a period of 30 (thirty) days from today you shall make yourself available for execution and registration of the said Agreement, failing which we shall be entitled to cancel allotment of the said Apartment to you by cancelling this Allotment Letter by giving written notice (by e-mail) of 15 (fifteen) days. If you fail to execute and register the said Agreement within the said notice period of 15 (fifteen) days, this Allotment Letter shall stand cancelled automatically without further notice.

4. If you intend to cancel allotment of the said Apartment to you, you shall submit to us "Application for Cancellation of Allotment" in our prescribed format alongwith original copies of receipt/s issued by us. In case the original receipts have been lost by you, you shall submit to us a duly notarised affidavit-cum-indemnity in our prescribed format at your own cost.

5. In case of cancellation of allotment of the said Apartment to you either on our part or on your part, as detailed above, we shall be entitled to deduct an amount of Rs.1,00,000/- (Rupees one lakh only) from the abovesaid Advance Payment. It is hereby clarified that it shall be your sole responsibility to avail refund of the amounts paid by you or on your behalf to the government authorities *inter alia* towards

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stamp duty, registration fee, service tax, VAT, GST or any other taxes paid by you in this regard. We will refund the balance of the same (*i.e. excluding the abovesaid amount of Rs.1,00,000/- and the abovesaid taxes*) to you without any interest thereon (said "**REFUND AMOUNT**").

6. If there are more than one Allottee, the cheque of the said Refund Amount shall be drawn in favour of the person from whose account we have received the same.

7. Once the allotment of the said Apartment to you is cancelled as above, you shall cease to have any claim on the said Apartment and we shall be entitled to dispose of the same at our own discretion.

Thanks and regards,

For _____

0-0-0-0-0

Acceptance of allotment of the said Apartment

I/ We hereby acknowledge to have checked the said Disclosures and have received a CD containing the abovesaid documents and information. We also have received a copy of abovesaid User Manual.

We have read and understood the abovesaid Allotment Letter and we hereby accept the allotment of the said Apartment from you subject to abovesaid terms and conditions.

Thanks and regards,

(Name and signature of the Allottee No.1)

(Name and signature of the Allottee No.2)

AUTHORISED SIGNATORY

PARANJAPE SCHEMES (CONSTRUCTION) LTD.

AUTHORISED SIGNATORY

AGREEMENT FOR SALE

This Agreement for Sale is executed here at _____ , on this _____ day of _____ month of the year _____,

BETWEEN

PARANJAPE SCHEMES (CONSTRUCTION) LTD. [PAN No. AACCP1941Q] a company incorporated and registered under Companies Act, 1956, having its administrative office at PSC House, CTS No. 111+111/2, Anand Colony, off Prabhat Road, Pune: 411 004, and its registered office at 1, Somnath, CTS 988, Ram Mandir Road, Next to Tilak Mandir, Vile Parle (East) Mumbai: 400057, through its Authorised Signatory _____, Age:- Adult, Occupation:- Service, residing at _____,

Hereinafter called as the "**PROMOTER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and administrators) …of the First Part,

AND

(1) Mr. / Mrs._____

Age :-_____ Years, Occupation :- _____,

PAN NO.:-_____

(2) Mr. / Mrs._____

Age :-_____ Years, Occupation :- _____,

PAN NO.:-_____

(3) Mr. / Mrs._____

Age :-_____ Years, Occupation :- _____,

PAN NO.:-_____

(4) Mr. / Mrs._____

Age :-_____ Years, Occupation :- _____,

PAN NO.:-_____

Residing at _____

_____,

Hereinafter collectively referred to as "**ALLOTTEE/S**" and individually referred to as "First, Second, Third, Fourth Allottee" respectively (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their respective heirs, executors, administrators and assigns) …of the Second Part,

AND

SWAPNASAMRAT CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960, vide its Registration No. PNA/HSG/1020 dated 20/02/1974, having its office at – Suvarnanagari, Final Plot No.22-B, Karve Road, Erandawana, Pune – 411004, through its – Chairman/President – Mr. Niranjan Champaklal Shah, Secretary – Mr. Subhash Vasudeo Bhave, Treasurer – Mrs. Priya Dilip Awale, Committee Members – i) Mr. Prakash Shrirang Panse, ii) Mr. Suchir Maniklal Shah, & iii) Smt. Sushila Madhav Bhasale (appointed by Resolution No. 1 passed in General Body, held on 30/10/2014 and subsequent Managing Committee Meeting held on 14/12/2014) and Members of Redevelopment Committee of Society – 1) Mr. Sudhir Maniklal Shah, 2) Mr. Vijay Vishnu Sarolkar, 3) Mr. Suresh Vinayak Kulkarni, 4) Mr. Chandrashekhar Guruprasad Kulkarni and 5) Mr. Niranjan Champaklal Shah (appointed by Resolution No. 8 pass in Special General Body, held on 28/07/2012), through its Power of Attorney holder Paranjape Schemes (Construction) Ltd. having office inter alia at PSC House, CTS No 111 + 111/2, Anand Colony, Pune 411 004, through its Authorised Signatory _____, Age:- Adult, Occupation:- Service, residing at _____,

Hereinafter collectively called as the "**OWNER/CONSENTING PARTY NO.1**", (which expression shall unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, executors, administrators and assigns) ...of the Third Part,

AND

(1) **Mr. RAVINDRA RAMESH KASAT** (PAN AEAPK 3448 L), Age :- Adult, Occ: business, residing at 22/A, Ambar, Karve Road, Pune: 411 004,

(2) **Mrs. SUSHILA RAMESH KASAT** (PAN AEAPK 3442 A), Age :- Adult, Occ: business and household, residing at residing at 22/A, Ambar, Karve Road, Pune: 411 004. Both through their Power of Attorney holder, Paranjape Schemes (Construction) Ltd. having office inter alia at PSC House, CTS No 111 + 111/2, Anand Colony, Pune 411 004, through its Authorised Signatory _____, Age:- Adult, Occupation:-

Service, residing at _____.

Hereinafter collectively called as the "**OWNER/CONSENTING PARTY NO.2**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include their respective heirs, successors, executors, administrators and assigns) …of the Fourth Part,

W H E R E A S,

a. As per an Agreement dated 07.05.2013, registered in the office of Sub Registrar Haveli No. 4, on 09.05.2013, at serial No.3994/2013, and subsequent Power of Attorney dated 07.05.2013, registered in the office of Sub Registrar Haveli No. 4, on 09.05.2013, at serial No.3995/2013 (collectively the said "**RE-DEVELOPMENT AGREEMENT**"), the Owner/ Consenting Party No.1 granted, assigned and transferred development rights in respect of the land admeasuring 4165.34 Sq.mtrs. along with 6 (six) old buildings standing thereon comprising of 48 Apartments, out of Final Plot No.22, CTS No.23, Erandawane, Pune more particularly described in the **SCHEDULE NO.II** written hereunder, hereinafter referred to as the said "**PROPERTY NO.1**", carved out of total land admeasuring 5641.29 Sq.mtrs., bearing Final Plot No.22, CTS No. No.23, Erandawane, Pune, more particularly described in the **SCHEDULE NO.I** written hereunder, hereinafter referred to as the said "**LARGER PROPERTY**", unto and in favour of the Promoter for the consideration and on the terms and conditions mentioned therein;

b. Prior to execution of the said Re-development Agreement, the Owner/Consenting Party No.1 and its 46 (forty six) members with an intention to redevelop the said Property No.1 by demolishing existing old buildings and by constructing new buildings with modern amenities and facilities thereon, complied with all the compliances / procedures as per applicable laws/ statutes/ rules et cetera;

c. Further by a Sale Deed and subsequent Power of Attorney both dated 02.03.2013, registered at the office of Sub Registrar, Haveli No.21 at serial No.1479/2013 and 1480/2013 respectively on the same day, one Smt. Aruna Ashok Bhat sold, transferred and absolutely conveyed the entire area owned by her admeasuring 186.83 Sq.mtrs. out of the said Larger Property, more particularly described in **SCHEDULE NO.III** hereunder written and hereinafter referred to as the said **"PROPERTY NO.2"** in favour of the Promoter for consideration mentioned therein, and effect of the registered

Sale Deed was given on the property register card by incorporating name of the Promoter therein;

d. Further by an Agreement to Exchange and subsequent Power of Attorney both dated 03.06.2013 the Owner/Consenting Party No.2 agreed to assign and transfer by way of exchange right to utilize entire balance F.S.I., permissible TDR and Ground Coverage pertaining to area admeasuring 1289.19 Sq.mtrs. owned by them out of the said Larger Property, which rights are more particularly described in **SCHEDULE NO.IV** hereunder written and hereinafter referred to as the said "**RIGHTS"** to and in favour of the Promoter as per terms and conditions mentioned therein, which Agreement to Exchange and Power of Attorney is duly registered at the office of Sub Registrar, Haveli No.4 at serial No.4823/2013 and 4824/2013 respectively on the same day;

e. The said Re-Development Agreement and Powers of Attorney in respect of the said Property No.1, the sale deed and Powers of Attorney in respect of said Property No.2 and the Agreement to Exchange and Power of Attorney in respect of the said Rights – all executed in favour of the Promoter herein, shall hereinafter be collectively referred to as the said "**AGREEMENTS**";

f. Thus by virtue of the said Agreements the Promoter is entitled to redevelop the said Property No.1, to develop the said Property No.2 and utilize the said Rights in the redevelopment of the said Property No.1 and the development of the said Property No.2, to construct the building/s comprising of Apartments therein; and the Promoter alone has the sole and exclusive right to sell the apartments in the building/s to allottees; to enter into agreements with the allottees of the apartments and to receive the sale price in respect thereof;

g. The said Property No.1, the said Property No.2 and the said Rights shall collectively be referred to as the said "**PROPERTY**" more particularly described in the **SCHEDULE NO. V,** written hereunder and the said Property No.1 and Property No.2 aggregating an area of 4352.10 Sq.Mtrs. shall be collectively referred to as the said "**PROJECT LAND**";

h. The Promoter has commenced re-development and construction of residential building /wings on the said Project Land under project named as **"SWAPNASAMRAT**", hereinafter referred to as the said "**PROJECT**". The said Project shall be comprised of one building having two wings, hereinafter referred to as the said "**BUILDING**";

i. The Promoter hereby informs that, there is a bungalow owned by the Consenting Party No.2 standing on a portion of the Larger Property which the Consenting Party No.2 has retained for their own use. Besides there is one occupier having a structure on the boundary of the said Property No. 2 which is shown as 'to be demolished' in the sanctioned plan of the said Project with the consent of the occupier. The Allottee/s shall not have any objection even if the structure is retained permanently or so long as it does;

j. The Promoter obtained necessary permissions by various Govt. departments for redevelopment of the said Property and construction of the said Building;

k. The Municipal Corporation of City of Pune ("PMC"), being also Planning Authority, under the Maharashtra Regional and Town Planning Act,1966, has sanctioned the building plan. The relevant copy/ies of the Commencement Certificate/s is/are annexed herewith and marked as **ANNEXURE- A**;

l. The copy of property card register in respect of the said Property and Title Certificate /Report (showing the title flow and encumbrances if any, to or upon the said Entire Property /said Property) in respect of the said Property issued by Advocate competent to issue the same has been annexed herewith, as **ANNEXURE - B** and **ANNEXURE - C** respectively. Search Report and Title Opinion has been handed over separately to the Allottee/s herein and the same shall be read with this Agreement;

m. Pursuant to and in accordance with the aforestated plans and revisions thereof if any, sanctioned and approved by the PMC (Pune Municipal Corporation), the Promoter has commenced the redevelopment of the said Project Land comprising of the said Building;

n. While sanctioning the said plans, the PMC / Planning Authority and/or Government imposed certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and the construction of the said Building and upon due observance and performance of which only the Completion and Occupation certificates in respect of the said Project shall be granted by the Planning Authority;

o. The Promoter has entered into standard agreement with **"Ankur Associates"** an architect registered with the council of architects and such agreement is as per the agreement prescribed by the

council of architects and the Promoter also appointed structural engineers for the preparation of the structural design and drawings of the said Building and the Promoter accepts the professional supervision of the architect and the structural engineer or any replacement thereof till the completion of the said Building;

p. The Promoter has at the time of allotment and prior to the execution hereof, as demanded by the Allottee/s given inspection to the Allottee/s of all documents of title relating to the said Project Land /Larger Property /Property and the plans, designs and specifications prepared by the Promoter's Architect; 'User Manual' prepared by the Promoter, copies of documents inter alia such as all sanctions, permissions, licenses, clearances et cetera issued in favour of the Promoter by various local/ government/ semi government bodies; right of the Promoter to develop the said Project Land; and all other related documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder, (said **"ACT"**) and the Allottee/s has satisfied himself about the plans, designs and specifications of said Apartment, title of the Owner/Consenting Party No.1 and Owner/Consenting Party No.2 to the said Project Land /Larger Property /Property, and Promoter's rights to develop the said Project Land including and to allot and sell the said Apartment;

q. The Allottee/s knowing well the above facts and having satisfied with the present and proposed sanction plan, floor plan, specifications, design, areas, location of the project, amenities, common area, title documents, sanctions, user manual, applied for allotment of a residential Apartment bearing No. _____ of _____ type, admeasuring _____ Sq.Mtrs. Carpet area, along with enclosed balcony area admeasuring _____ Sq.Mtrs., sit-out area admeasuring _____ Sq.Mtrs., cupboard area admeasuring _____ Sq.Mtrs., dry balcony area admeasuring _____ Sq.Mtrs. and attached terrace area admeasuring _____ Sq.Mtrs., of the _____ floor of the _____ Wing of the said Building and together with the _____ covered parking space/s bearing No/s. _____ of said Building, of the **SWAPNA SAMRAT** Project to be constructed /

being constructed / constructed on the said Project Land, the Apartment is more particularly described in the **ANNEXURE- D** written hereunder and delineated in red in the floor plan which is also part of the said Annexure-D, with general specifications more particularly described in the **ANNEXURE-E** written hereunder, which Apartment is hereinafter referred to as the said **"APARTMENT";** (For the sake of convenience of registration, smaller image of the relevant Floor Plan of building sanctioned by the Planning Authority and certified by the Architect is annexed as Annexure – D and a certified copy of sanctioned plan is separately provided to the Allottee/s). The Promoter has agreed to provide common areas and amenities/facilities for common use of the residents of the said Building and the same shall be as described in the **ANNEXURE –F** enclosed hereto. Smaller images of present sanctioned layout plan and proposed layout plan, delineating the said building are annexed and marked as **ANNEXURE – G & H** respectively. Further the common areas, amenities/facilities and rights of ways et cetera common for said Project are enlisted in **ANNEXURE – I**;

r. Relying upon the said application the Promoter agreed to allot to the Allottee/s herein the said Apartment at the price and on the terms and condition hereinafter appearing, and the Promoter issued to the Allottee/s an "Allotment Letter" dated _____ to that effect;

s. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs_____/- (Rupees _____ _____ only) (not exceeding 10% of the total consideration) as advance payment in compliance with clause 13(1) of the said Act), being part payment

of the sale price/consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or earnest money deposit, or holding amount or application fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s agreed to pay to the Promoter the balance of the sale price/consideration in the manner hereinafter appearing;

t. The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the Allottee/s hereby acknowledges the same. The Allottee/s further hereby admit and confirms that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Promoter only after 01.05.2017;

u. The Allottee/s having satisfied with the specification of the said Apartment; and with the above said title documents and sanctions inspected by him, agreed to purchase the said Apartment from the Promoter and the Promoter agreed to allot the same to the Allottee/s for and at the price hereinafter mentioned;

v. The Promoter has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as **ANNEXURE-J**;

w. Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and to register the said Agreement under the Registration Act, 1908;

x. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the parties hereto therefore have executed this Agreement for sale to witness

the terms and conditions thereof and in compliance with Section No.13 of the said Act, as under:-

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

1) The Promoter shall construct the said Building consisting of two wings, each wing consisting of parking floor, podium parking floor and twelve upper floors on the said Project Land in accordance with the plans, designs and specifications as approved by the Planning Authority from time to time.

2) The Promoter with consent of the Owner / Consenting Party No.1 and 2 does hereby agree to sell, transfer and otherwise convey in the manner hereinafter mentioned, the said Apartment bearing No. _____ of _____ type, admeasuring _____ Sq.mtrs. Carpet area, along with enclosed balcony area admeasuring _____ Sq.Mtrs., sit-out area admeasuring _____ Sq.Mtrs., cupboard area admeasuring _____ Sq.Mtrs., dry balcony area admeasuring _____ Sq.Mtrs. and attached terrace area admeasuring _____Sq.Mtrs., of the _____ floor of the _____ wing of the said Building and together with the _____ covered parking space/s bearing No/s. _____ of said Building of '**SWAPNASAMRAT'** Project to be constructed / being constructed / constructed on the said Project Land unto and in favour of the Allottee/s herein, subject to the terms and conditions hereof and the Allottee/s does hereby agrees to purchase the same from the Promoter for and at the consideration of Rs. _____/- (_____ _____), including the proportionate price of the common areas and facilities appurtenant to the Premises,

and Rs. _____/- (_____
_____)
towards the consideration of the _____Car parking space/s bearing No/s. _____ being total consideration of Rs. _____/- (_____
_____),
paid / to be paid in the manner provided in the clause No. 4 hereof

3) The above said total consideration excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST (Goods and Services Tax) and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment and the above said total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. The Promoter may charge the Allottee/s separately for any up-gradation / changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the Allottee/s request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

4) In consideration thereof the Allottee/s paid and/or agreed to pay the above said total consideration for the purchase of the said Apartment to the Promoter and the Promoter agreed to accept the same from the Allottee/s as per the Payment Schedule annexed hereto as **ANNEXURE –K**.

5) Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque /

demand draft only or online payment (as applicable) in favour of **"PSCL SWAPNASAMRAT ESCROW A/C No. 00070350009734", IFSC Code – HDFCC0000007, HDFC Bank, Bhandarkar Road Branch, Pune**. The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said Annexure-K shall intimate the amount payable in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the service tax, VAT, GST and such other applicable taxes.

6) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s as per the aforesaid Annexure - K. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

7) The Promoter shall confirm the final carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area that has been allotted to the Allottee/s after the construction of the said Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, subject to a variation cap of three percent. The total price payable for the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area, within the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, enclosed balcony area, cupboard area (if any), dry balcony area, attached terrace area and utility area allotted to Allottee, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause no.2 of this Agreement.

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

object/demand/direct the Promoter to adjust his payments in any manner.

9) 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 Allottee/s shall be bound and liable to pay interest as specified in the Rules of the said Act, with monthly rests, on all 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 delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said Project/Apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said Apartment.

10) Without prejudice to the right of Promoter to charge interest in terms of above mentioned clause, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s 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 the amount till then received from the Allottee/s without any interest thereon within a period of 30 days, by deducting; (i) an amount of Rs. 2,00,000/- (Rupees Two Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii)

the amount of Service Tax, VAT, GST, LBT or any other taxes charged by the Promoter to the Allottee/s till the date of such termination and the Promoter herein shall be entitled to deal with the said Apartment with any prospective buyer. Delay in issuance of any reminder/s or notice/s from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this Agreement.

For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part or on the part of the Promoter, desire to terminate this agreement/ transaction in respect of the said Apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter informing the intention of the Allottee/s to terminate this Agreement and on such receipt of notice the Promoter herein shall be entitled to deal with the said Apartment 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 Allottee/s shall be entitled to receive the refund of the amount till then paid by the Allottee/s to the Promoter without any interest thereon within a period of six months, by deducting; (i) an amount of Rs. 2,00,000/- (Rupees Two Lacs Only) towards liquidated damages and/or cancellation in addition to any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Allottee/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of Service Tax, VAT, GST, LBT charged by the Promoter to the Allottee/s till the date of such termination.

It is specifically agreed between the parties hereto that, if the transaction in respect of the said Apartment between the Promoter and Allottee/s herein terminated as stated hereinabove then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other.

11) The Promoter shall have first and permanent lien and charge upon the said Apartment and the right, title and interest of the Allottee/s therein for all moneys due and payable by the Allottee/s to the Promoter under this agreement.

12) The Promoter shall construct on the said Project Land the said Building in accordance with plans, designs and specifications as seen and approved by the Allottee/s prior to the execution of this agreement and duly approved by the planning authority with such variations and modifications as the Promoter in their absolute authority may consider expedient. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

13) The Promoter hereby agrees to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which have been imposed by the public bodies, various Govt. departments, authorities, including planning authority at the time of sanctioning the building plans or thereafter. The Promoter shall, before handing over possession of the said Apartment to the Allottee/s obtain from the concerned local authority completion / occupation certificate in respect inter alia of the said Apartment. The terms, conditions, stipulations and restrictions imposed by the concerned authorities (including environment) at the time of sanctioning the building plans or thereafter shall also be binding on the Allottee/s herein and all Allottees of the Apartments of the said Project and Owner/Consenting Party No.1, as far as they are applicable to them.

14) The covenants relating to the procedure of possession as agreed by and between the parties to this Agreement are as follows:-

a. The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of this Agreement. Subject to receipt of total consideration and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said Apartment, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said Apartment on or before Thirty First March Two Thousand Nineteen. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the Allottee/s and the Promoter for giving possession of the Apartment 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 building in which the Apartment 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 the said Act for reason where actual work of said Project /building 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.

b. If, however, the completion of the said Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s 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 Allottee the entire amount received by the Promoter from the allotment within 30 days' from that date. After any refund of the money paid to the Allottee/s, Allottee/s agrees 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. The Promoter herein is developing the said Project which consists of various common amenities like club house, landscape garden etc., the construction / development of the said common amenities will be completed in due course along with the completion of said Project. The Promoter, assures to hand over possession of the said common amenities on or before Thirty First March Two Thousand Nineteen. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the

possession of the said Apartment on the ground of non-completion of aforesaid common amenities.

d. The Allottee/s further agree that even where 'substantial completion' of works has been done and after receiving Occupancy Certificate from the competent authority possession of the said Apartment shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Apartment and he can cohabit in the said Apartment. However if the Promoter is not allowed by the Allottee/s 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 Promoter.

e. The Promoter, upon obtaining the Occupancy Certificate from the Planning Authority shall offer in writing to the Allottee/s intimating that, the said Apartment is ready for use and occupation. The Allottee/s herein shall inspect the said Apartment in all respects to confirm that the same is in accordance with the terms and conditions of this Agreement, complete the payment of total consideration and dues and taxes thereon to the Promoter as per terms and conditions of this Agreement and take the possession of the said Apartment within 15 days' from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/s agrees to pay the maintenance charges as determined by the Promoter / body of the apartment allottees / association of allottees, as the case may be. It shall be expressly agreed that wherever it is the responsibility of the Allottee/s to apply and get necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

f. Upon receiving a written intimation from the Promoter as stated hereinabove, the Allottee/s shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings, possession agreement and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee/s. In case the Allottee/s fails

or commits delay in taking possession of said Apartment within the time provided hereinabove, such Allottee/s shall be liable for payment of common maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoings in respect of the said Apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said Apartment.

g. After obtaining the occupancy certificate and handing over physical possession of the said Apartment to the Allottee/s, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws. Further that the allottee has given his specific confirmation herein that the responsibility of title of the properties mentioned in the Schedule No. III & IV shall be on the Promoter up and until the conveyance of the same as envisaged hereinafter.

h. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the said Apartment; (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 Promoter on account of suspension or revocation of the registration under the said Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee 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 Apartment, with the interest as specified in the Rules of the said Act, within 30 days including compensation in the manner as provided under the said Act. Provided that where if the Allottee/s does not intend to withdraw from the said Project, the Promoter shall pay the Allottee/s interest as specified in the Rules of the said Act, on all amounts paid by the Allottee/s, for every month of delay, till handing over of the possession of the said Apartment.

15) Time is an essence of this Agreement for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee/s and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by

him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided hereinabove ("Payment Schedule " above for brevity).

16) If within a period as specified in the Rules of said Act, the Allottee/s from the date of handing over the said Apartment or within 15 days from the date of intimation by the Promoter to take the possession of the said Apartment whichever is earlier, brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Apartment / phase / wing and in specific the structure of the said Apartment / Wing / Phase of the said Building/s which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/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 apartment by the Occupants, vagaries of nature etc.

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

Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Building / Phase / Wing, and if the annual maintenance contracts are not done / renewed by the Allottee/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 Apartments and the common project amenities wherever applicable.

That the allottee has been made aware and the allottee expressly agrees that the regular wear and tear of the Apartment / 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.

Provided further that any deviation in usage /maintenance of the said Apartment in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the apartment / building / Phase / Wing and the allottee shall not be entitled to claim any compensation against defect liability from the Promoter.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, 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 Apartment / Phase / Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Allottee/s 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 building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee/s for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment by the Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said apartment / building / phase / wing as stated in this Agreement. That further it has been agreed by the Allottee/s that any damage or change done within the Apartment sold or in the building / phase / wing done by him/them or by any third person on and behalf of the Allottee/s then the Allottee/s

expressly absolves the Promoter from the same.

17) The Promoter hereby represents and warrants to the Allottee/s as follows:

i. The Promoter has clear and marketable title with respect to the said Property ; as declared in the title certificate /report annexed to this agreement and the Promoter has the requisite rights to carry out development upon the said Property /Project Land and also has actual, physical and legal possession of the said Property for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the said Property or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the said Property or Project except those disclosed in the title report;

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Property, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement; other than the encumbrances mentioned in Title Report.

viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

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

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

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

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

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may

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

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

iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Owner/Consenting Party No.1.

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

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in

the compound or any portion of the said Property / Project Land and the building in which the Apartment is situated.

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

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

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

x. The Allottee/s shall observe and perform all the rules and regulations which the Owner/Consenting Party No.1 may adopt and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Owner/Consenting Party No.1 regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. The Allottee/s shall not be entitled to claim possession of the said Apartment until the Occupation / Completion Certificate is received from the local authority and the Allottees has paid all dues payable under this Agreement in respect of the said Apartment to the Promoter and has paid the necessary maintenance amount/deposits, service tax, vat and other taxes payable under this Agreement.

xii. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Owner/Consenting Party No.1, the Allottee/s 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.

xiii. Till a conveyance of the said Property No.2 is executed in favour of Owner/Consenting Party No.1, the Allottee/s 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 Property or any part thereof to view and examine the state and condition thereof.

xiv. That the Allottee/s shall indemnify and keep indemnifying the Promoter 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 Allottee/s.

xv. That any nominated surveyor / architect appointed for specific purposes stated in this covenant the fees of which shall mutually decide by and between the Promoter and the Allottee/s and the same shall be paid by the Allottee/s as agreed mutually.

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

xvii. That the parking spaces including the mechanical parkings sold to the Allottee/s shall be used only for the purposes of parking and in this regard the Allottee/s shall comply the norms of parking as specified in the said User Manual. This has been clearly made aware to the Allottee/s and same has been agreed by the Allottee/s to follow.

xviii. The Allottee shall follow the instruction of the 'User Manual' given to him before allotting the said Apartment by the Promoter.

19) The Allottee/s herein is/are aware of the fact that substantial part of the said Property No.1 is absolutely owned by the said Owner / Consenting Party No.1 and only development rights in respect of

the said Property No.1 have been transferred in favour of the Promoter by the said Owner / Consenting Party No.1 by the said Re-development Agreement and the Allottee/s herein further confirms that the status of the Owner / Consenting Party No.1 shall continue to be "Tenant Co-partnership Co-operative Housing Society" after completion of the said Project in all respects. The Allottee/s herein shall be entitled to get membership of the Owner/Consenting Party No.1 upon compliance of formalities in that regard as enumerated herein below.

20) The Allottee/s is/are further aware of the fact that as per the terms and conditions stipulated in the said Re-development Agreement the Promoter is carrying out redevelopment of the said Property No.1 owned by the Owner / Consenting Party No.1 herein an in consideration thereof has agreed to allot in all 48 (Forty Eight) newly constructed Apartments / Tenements to 46 (Forty Six) existing members of the Owner/Consenting Party No.1 in the said Project. The Allottee/s herein would become a member of the Owner/Consenting Party No.1 like other existing members thereof after getting possession of the said Apartment from the Promoter and obtaining membership of the Owner / Consenting Party No.1. All resolutions duly passed by the Owner/Consenting Party No.1 from time to time shall always be binding on the Allottee/s. Further it is expressly admitted by the Promoter to convey the property stated in Schedule No. III and Schedule No. IV in favour of Owner/Consenting Party No.1, only upon completing the project and getting the last occupation/completion certificate whichever is later.

21) The Allottee/s shall observe and perform all rules and regulations of the – Owner / Consenting Party No.1 that may be made from time to time for protection and maintenance of the said Building and the Apartments therein and for the observance and performances of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all stipulations and conditions laid down by the Owner/Consenting Party No.1 herein regarding occupation and use of the Apartments / building /wing on the said Property /Project Land. The Allottee/s shall pay and contribute regularly and punctually towards the common taxes, expenses or other outgoings in accordance with the terms of the Agreement;

22) The Allottee/s hereby agrees to pay the Promoter regularly every month on or before the tenth day of every month beginning from

the month following the month in which the Promoter offers to give possession of the said Apartment to Allottee/s or in lump sum as may be decided by the Promoter, until the Promoter hands over possession of said 48 tenements to the 46 members of the Owner/Consenting Party No.1 such proportionate share of the Allottee/s as may be determined by the Promoter or the Owner/Consenting Party No.1 towards (i) all rates, taxes and assessments, land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the said Property /Project Land and the said Building standing thereon to Planning Authority and/or any other concern Authority, (ii) all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings and expenses of management, upkeep, maintenance and repairs of the said Building standing on the said Property /Project Land and the common lights, common sanitary and other utility services, garden and other services and amenities on the said Property /Project Land and in the said Building including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons employed for the aforesaid purposes or any of them and the collection charges in respect thereof and the Allottee/s shall not withhold any payment of the amounts demanded by the Promoter or the Owner/Consenting Party No.1 under this clause on any ground whatsoever. The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying monthly contribution amount to Promoter or the Owner/Consenting Party No.1 herein as the case may be.

23) The Allottee/s has inspected the sanctioned plans of the said Building of the said Project and the conditions stipulated therein by the Planning Authority and the Allottee/s and /or the Owner/Consenting Party No.1 shall not raise any complaint / objections of whatsoever nature and shall abide by the same all time, and after having covenanted to that effect in favour of the Promoter, the Allottee/s has agreed to purchase the said Apartment from the Promoter.

24) The Promoter shall be responsible for getting water connection from Planning Authority and also responsible for creating internal water and drainage distribution system. However it shall be responsibility of the Planning Authority to actually supply adequate quantity of water to the Project. The Promoter shall not be in any way responsible for non-supply or inadequate supply of water to the Project.

25) The Owner/Consenting Party No.1 herein shall alone be responsible for renewals inter alia of all permissions, sanctions, NOCs et cetera such as Fire NOC, Elevator NOC et cetera. Upon completion of the said Project and offering to handover possession of newly constructed total 48 Apartments / Tenements to the respective 46 members of the Owner/Consenting Party No.1 the responsibility and liability of the Promoter in this regards shall stand discharged absolutely. Provided, any such liability of renewal under any law if discharged by the Promoter even after handing over the possession of the said 48 Apartments / Tenements to the said 46 existing members and the conveyance as envisaged herein, all the Apartment Allottees / Owner/Consenting Party No.1 shall reimburse / compensate the expenses as may be incurred by the Promoter in that regard.

26) The Allottee/s shall not use or permit to be used the said Apartment or any part thereof for any purpose other than purpose as allowed by Planning Authority at the time of sanctioning the plan of the proposed building/s or at any time thereafter.

27) The Allottee/s shall not let, sublet, transfer, assign or part with the possession of the said Apartment or any part thereof nor shall the Allottee/s create any lease, lien, mortgage, charge and/or any other encumbrances and/or third party interest in and/or any respect of the said Apartment or any part thereof and/or in respect of any of the rights hereunder conferred upon the Allottee/s in any manner whatsoever until entire consideration and all dues, taxes, VAT, service tax etc. payable by the Allottee/s under this agreement are paid in full and only if the Allottee/s has/have not committed any breach of any of the term and condition of this agreement and without obtaining previous permission in writing of the Promoter or the Owner / Consenting Party No.1 to whom the said Property /Project Land and the said Building thereon may have been leased, assigned or transferred in the manner inter alia hereby envisaged.

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

29) If the Allottee/s is purchasing the said Apartment from the Promoter for investment purpose, then the Allottee/s shall be

entitled to sell the said Apartment even during the construction stage to any person of own choice. The Promoter shall issue in his favor necessary No Objection Certificate to that effect and also shall co-operate the Allottee/s in that regard, provided i) the Allottee/s pays entire consideration amount to the Promoter before so selling the said Apartment, and ii) the subsequent Allottee of the said Apartment absolutely consents to abide by all terms and condition of this Agreement and also of the said Re-development Agreement for all purposes and unconditionally agrees to stand in the shoes of the Allottee/s. If the Allottee/s transfers / assigns the said Apartment in favour of the subsequent Allottee within stipulated period laid down by relevant law/s time being in force the Allottee/s / subsequent Allottee will be entitled to applicable discount, if any, by way of adjustment in the stamp duty payable on the transaction, subject to prevailing provisions of the Maharashtra Stamp Act, 1958.

30) The Allottee/s prior to the execution hereof has/have perused (a) all the documents under which the Owner/Consenting Party No.1, Owner/Consenting Party No.2 and the Promoter acquired the ownership rights in respective portions of the said Property, (b) all documents under which the Promoter acquired development rights over the said Property and to sell the Apartments constructed by the Promoter in the course of such development of the said Property and (c) all the orders, permissions and/or sanctions granted by the diverse authorities for such development of the said Property and are satisfied with the legality and adequacy of the same.

31) The Promoter hereby declares that as per the prevailing Development Control Regulation the total proposed FSI / TDR in respect of the said Larger Property is 8098.63 Sq.Mtrs. out of which 7398.7 Sq.Mtrs. of FSI / TDR is proposed to be utilised on the said Project Land and FSI / TDR of 699.93 Sq.Mtrs. is to be utilised on balance land belongs to the Owner / Consenting Party No. 2. It is declared that, at present the FSI / TDR of 7150.19 Sq.Mtrs. is sanctioned by the local authority (including existing structure) on the said Project Land and the Promoter has submitted plans for utilisation of balance 248.51 Sq.Mtrs. of FSI / TDR with the local authority, no separate permission of the Allottee/s is required for the same.

32) If the Promoter plans to develop the balance land and/or property/ies adjacent to the said Property in future and sell for consideration the Apartments of the project of the balance land

and/or adjacent property/ies, the Promoter shall have right to utilize the amenities *inter alia* like, water, water lines, water tanks, internal roads, necessary easements, electricity, MSEDCL lines, drainage connections open space, gas bank / gas lines / reticulated gas supply system etc. of the said Project for the proposed construction on the balance land and/or adjacent property/ies. The Allottee/s hereby gives their irrevocable consent to the Promoter for usage of the said amenities for construction on the balance land and/or adjacent property/ies and complete the construction of the adjacent Project/s.

33) The Conveyance of Title as envisaged under the Real Estate (Regulation and Development) Act, 2016 and rules there under in respect of the said Apartment shall be as under:

a. The said Project shall be known and called as "**SWAPNASAMRAT**".

b. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and The Maharashtra Co-operative Societies Act, 1960.

c. The nature of the Owner/Consenting Party No.1 shall continue to be "Tenant Co-partnership Co-operative Housing Society" after completion of the said Project as per provisions of the Maharashtra Co-operative Societies Act, 1960. The Allottee/s shall become member of the Owner/Consenting Party No.1 and shall co-operate the Promoter in that regard in all respect.

d. The Allottee/s shall observe rules and regulations of the Owner/Consenting Party No.1. The Allottee/s either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf.

e. The amenities/facilities, common areas and rights of ways et cetera as enlisted in Annexure - I shall be enjoyed by all the Allottees of said Project along with existing members of Owner/Consenting Party No.1 jointly, unless the Promoter has provided otherwise. After completion of the said Project the common areas and amenities/ facilities as enlisted in the Annexure - I shall be handed over by the Promoter to the Owner/Consenting Party No.1 and the Owner/Consenting Party No.1 shall maintain the same. The cost of stamp duty and registration fees and other

incidental costs in this regard shall be borne by the Owner/Consenting Party No.1 or respective Apartment Allottees.

f. Further the common amenities enlisted in Annexure – I are to be enjoyed and shared with Owner/Consenting Party No.2. The Allottee/s and Owner/Consenting Party No.1 shall not take any objection of whatsoever nature in that regard.

g. Promoter shall (subject to his right to dispose of the remaining Apartments, if any of the said Project) execute the conveyance of the structure of said Building or wing of that said Building alongwith said Property No.2 and common areas and amenities/ facilities as enlisted in the Annexure - I in favour of Owner/Consenting Party No.1 as per the prevailing Policy within a period of one year after obtaining last Occupation certificate. The cost of stamp duty and registration fees and other incidental costs in this regard shall be borne by the Owner/Consenting Party No.1 or respective Apartment Allottees of said Project. However, in case the Owner/Consenting Party No.1 /Allottees of the said Project 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 Owner/Consenting Party No.1 /Allottees authorises the Promoter to withhold registration of conveyance deed in the favour of Owner/Consenting Party No.1 till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Owner/Consenting Party No.1 /Allottees.

h. Under no circumstances, the Allottee/s shall be entitled to such conveyance, unless entire amount of total consideration or any other amounts of money payable under this Agreement or as may be otherwise agreed, by the Allottee/s either to the Promoter or to any other agencies or authorities are actually paid by the Allottee/s.

34) The Allottee/s hereby expressly acknowledge and admit that some of the Apartments in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter shall have the privilege and right to sell /allot such

Apartments to any person/s as per its discretion any time in future. The Allottee/s shall always extend requisite co-operation to the Promoter for giving membership of the Owner/Consenting Party No.1 herein to such a new Allottee/s and such membership will be given by accepting the membership fee, admission fee and share money as covenanted in the said Re-development Agreement. Since the Promoter is holding those unsold Apartments with the intention to sell out the same to intending Allottees, the Promoter shall not be liable to pay any maintenance charges of unsold Apartments to the Owner/ Consenting Party No.1 and it is only the new Allottees of the unsold Apartments who shall be liable to pay the maintenance charges after purchase of their respective Apartments. The Allottee/s has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same forever. This condition shall also be binding on Allottee/s and the existing members of the Owner/Consenting Party No.1.

35) The Allottee/s hereby agree/s and confirm/s that, he/she/it/they shall pay an amount of Rs. 25,601/- (Rupees Twenty Five Thousand Six Hundred One Only) comprises of Rs. 25,000/- as membership fee, Rs. 101/- towards admission fee and Rs.500/- towards share money, to the Promoter as envisaged in the said Re-development Agreement on or before execution and registration of this presence and the said amount shall be payable in the name of Owner/Consenting Party No.1. Upon getting such an amount from the Allottee/s the Promoter shall deposit it along with the Application for membership, registered copy of this Agreement / Index-II / Registration Receipt in respect of the said Apartment of the Allottee/s with the Owner/Consenting Party No.1 herein. Thereafter, Owner/Consenting Party No.1 shall be entitled to give membership to the respective Allottee/s.

36) The Promoter shall give membership of the Owner/Consenting Party No.1 to the Allottee/s only on receiving entire consideration and/or other dues and deposits from him. Further the Allottee/s shall sign necessary forms, papers and documents as per the direction of the Promoter as and when required by the Promoter.

37) The Allottee/s shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:-

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

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

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

(iv) Rs. _____for Deposit towards Water, Gas, Electric, and other utility and services connection charges &

(v) Rs _____ for Deposits of electrical receiving and Sub Station provided in Layout

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

(vii) Rs. _____/- (Rs. _____ _____only)

(calculated @ the adhoc rate of Rs. _____ × carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Apartment × 12) on account of twelve months maintenance charges payable within 15 days from the date of letter of offering possession of the said Apartment to meet the common expenses i.e. common taxes, fees, electricity charges, all AMCs, sanitary and other utility services, garden and other services and amenities of the said Property / Project Land and in the building/s standing thereon and the said Property /Project Land including remuneration, salaries and wages of watchmen, supervisors, sweepers, gardeners and other persons that may be employed for the aforesaid purposes or any of them and in respect thereof and the Allottee/s shall not withhold

any payment of the amount demanded by the Promoter under this clause on any ground whatsoever. The Allottee/s hereby admits that aforesaid amount of maintenance is only indicative amount and actual amount that may be demanded by the Promoter may differ. In case actual expense exceeds the estimate the Promoter / Owner/Consenting Party No.1 shall be entitled to demand additional amount towards such short fall.

38) The Allottee/s admit/s and confirm/s that he/she/they will be punctual for paying contribution of maintenance charge amount to Promoter or to the Owner/Consenting Party No.1. The Allottee/s shall not be entitled to any interest on sums so paid.

39) On conveyance /assignment as envisaged hereinabove, the above collected amounts shall be paid by the Promoter to the Owner/Consenting Party No.1.

40) The Allottee/s, 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 thereunder 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 fulfill 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 Allottee/s 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. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s 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 Allottee/s and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

41) It is explicitly and irrevocably agreed, by the Allottee/s that this purchase by the Allottee/s is as Joint Tenants and not Tenants in common. Hence, in the event of death of any of the Allottee/s on receipt of intimation thereof with required evidencing documents, by the Joint Allottee, the name of such deceased Allottee/s shall be deleted and the ownership shall completely vest exclusively with Joint Allottee/s and to exclusion of any other heirs of such deceased Allottee/s. However it is explicitly made clear that if any claimant other than the executants in this Agreement claims, rights, title and interest in the said Apartment then it is the sole responsibility of the remaining Co-Allottees to settle dispute/disagreement in respect of this covenant and same has to be settled at the cost of the remaining Co-Allottees. The Promoter is not responsible in any manner whatsoever for cost & consequence.

42) Any delay tolerated, indulgence shown by the Promoter in enforcing the terms of this Agreement or for any forbearance or giving of time to the Allottee/s by the Promoter shall not be considered or construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

43) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Property and Building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter and/or Owner/Consenting Party No.1, until the conveyance is made in favour of the Owner/Consenting Party No.1, as envisaged hereinbefore.

44) The Allottee/s shall not any time demand partition of his/her/their interest in the said Apartment and/or in the said Property/ Building prior to the conveyance as envisaged herein and it is hereby agreed and declared that the interests of the Allottee/s in the said Apartment and/or in the said Property / Building are impartible

and it is agreed that the Promoter shall not be liable to execute and/or cause to be executed any conveyance or any other document in respect of the said Apartment in favor of the Allottee/s except as is herein expressly provided.

45) All direct and indirect taxes as imposed/ to be imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said Property / Building and/ or the said Apartment and/ or this Agreement and/ or this transaction shall be borne and paid exclusively by the Allottee/s. The Allottee/s hereby undertake to indemnify and keep the Promoter indemnified all the time and keep the Promoter harmless from all losses that may be suffered by the Promoter on account of non-payment and/ or delayed payment inter alia of maintenance charges, contributions, taxes, levies, outgoings et cetera and other defaults, or any breach of terms and conditions of this Agreement on part of the Allottee/s.

46) By reasons of any judgment of court of law or amendment to the constitution or enactment or amendment of any other Central or State Laws at present in force or under law(s) that may come in force in future, if the transaction under this Agreement is held liable now or any time in future, to taxes such as GST (Goods and Services Tax), Sales Tax, Service tax, Value Added Tax, Works Contract Tax et cetera under concerned Acts/ Rules/ Legislations et cetera, as a sale or otherwise, either wholly or in part any inputs or material or equipments used or supplied in execution or in connection with this transaction, such taxes shall be exclusively payable by the Allottee/s on demand at any time without rendering either the Promoter and/or the Owner/Consenting Party No.1 liable in this behalf in any manner whatsoever. In such an event the Promoter shall have the right to recover/collect, such tax(es), duties by the Allottee/s.

47) The Promoter hereby clarifies that it has withdrawn all its advertisements and brochures et cetera in respect of the said Project published prior to 01.05.2017 and the same are not in use since then; and the Allottee/s hereby acknowledges the same. The Allottee/s further hereby admit and confirms that he has relied only on the advertisements and brochures et cetera in respect of the said Project published by the Promoter only after 01.05.2017.

48) The Allottee/s hereby agrees that till the management of the said Building of the said Project is handed over to all the Allottees participating in the said Project / Owner/Consenting Party No.1, the

Promoter shall be entitled to look after day to day maintenance of the said Project /Building to be constructed on the said Property /Project Land. The Allottee/s and the Owner/Consenting Party No.1 hereby agrees to authorize the Promoter to act as a designated authority of the said Project, open temporary bank account in the name of the said Project till its completion and operate the same through nominees in capacity of designated authority, to demand and receive amount of contribution from new Apartment Allottee/s including Allottee/s herein for a period of twelve months from now and also for such further period thereafter till the entire charge of maintenance activities of the said Project is handed over to the Owner/Consenting Party No.1 herein, deposit the contribution amount in the bank account, to spend and apply the amount so collected from the Apartment Allottee/s for maintenance, housekeeping and essential common areas and amenities/facilities and such other purposes the Promoter thinks proper from time to time, to keep accounts of the amounts spent for maintenance, to carry on all the above activities even after lapse of twelve months from now till Promoter hands over entire charge of maintenance of the said Project /Property /Building to the Owner/Consenting Party No.1. The Allottee/s hereby agrees to pay the Promoter on demand additional amount payable of contribution after lapse of said twelve months till the Promoter hands over the entire charge of the said Project to the Owner/Consenting Party No.1.

49) For the purpose of this transaction the Promoter has relied on the representations of the Allottee/s that the amount of total consideration in respect of the said Apartment payable by the Allottee/s to the Promoter or portion thereof is not originated from any proceeds of crime as envisaged under the provisions of Prevention of Money-Laundering Act, 2002 / Benami Transactions (Prohibition) Amended Act, 2016 amended up-to-date, and rules thereunder.

50) The Allottee/s has willingly participated in the said Project of the Promoter and Allottee/s shall pay to the Promoter the agreed total consideration and other deposits or outgoings punctually and diligently. The Allottee/s hereby indemnify the Promoter from all losses that may be incurred by the Promoter on account of such non/delayed payment and Allottee/s hereby indemnify to keep the Promoter harmless and free from such losses.

51) The Promoter shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

52) All notices to be served on the Allottee/s in connection with this Agreement shall be deemed to have been duly served on the Allottee/s if sent to any one of the Allottee/s by Registered Post/ Speed Post / E-mail at following address:

Name & Address of Allottee/s:-

_____

_____

_____

_____

Notified Email ID: _____

53) All notices to be served on the Promoter in connection with this Agreement shall be deemed to have been duly served on the Promoter if sent by Registered Post/ Speed Post at their following address:

Name of Promoter:-

Paranjape Schemes (Construction) Ltd.
PSC House, CTS No. 111+111/2,
Anand Colony, off Prabhat Road,
Pune: 411 004.

Notified Email ID: _____

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

54) The Allottee/s shall pay adequate stamp duty, registration charges and present this Agreement at proper registration office within the time limit prescribed by the Registration Act and the Allottee/s and the Promoter shall attend such office and admit execution thereof.

55) Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule /Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

56) The Allottee/s and/or the Owner/Consenting party No.1 shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act,1966 , viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities / departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and the Owner/Consenting Party No.1, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.

57) Provided that any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS), as may be required under the present Income Tax Act, 1961, under section 194IA, read

together with the Income Tax Rules,1962, as per present prevailing law or such other Acts that may be introduced or substituted for the Income Tax Act, 1961 whether called the Direct Tax code or by such other name, to govern the deduction and payment of the TDS in respect of purchase of Immoveable property, while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter to the account of the Allottee/s, only upon Allottee/s submitting the Original certificate, evidencing deduction and payment of such tax deducted at source as may be prescribed by the Law and rules governing the deduction of TDS, presently Income Tax Act, 1961 and the Income Tax Rules,1962. Further such credit shall be subject to, confirmation of the amount so deducted reflecting in the TDS/Tax credit account of the Promoter, presently reflected in form 26AS as prescribed under the present prevailing laws or such other forms/certificates that may be prescribed in future to acknowledge credit of taxes paid or deducted on behalf of the Promoter on the website of the Income tax Department or of any agency so appointed by the Income tax department or relevant authorities as the case may be to manage, govern or regulate the collection and deduction of Income tax. Provided further that at the time of handing over the possession of the said Apartment if any such certificate(s) has not been produced or submitted by the Allottee/s to the Promoter, the Allottee/s shall pay/deposit an equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing such certificate(s) within 4 months of taking possession of said Apartment. Provided further that in case the Allottee/s fails to produce such certificate(s) within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the sum(s)/dues receivable from the Allottee/s.

58) Promoter hereby informs that as per DC Rules, the local authority or sanctioning authority granted various sanctions with respect to the bedroom, puja room, study room etc. However it is not incumbent on the Allottee/s to continue the same use but Allottee/s may use the sanctioned rooms as per suitable requirement.

59) In case the Allottee/s mortgages the said Apartment to any financial institution it shall be the sole responsibility of the Allottee/s herein to handover the original Agreement or any final document of the said Apartment as and when executed and registered to the financial institution. The Allottee/s agree to do so without holding the Promoter responsible for the same and not to

deal with the said Apartment without prior permission and consent of the financial institution during pendency of the charge.

60) The Promoter shall before handing over possession of the said Apartment to the Allottee/s and in any event before getting membership of the Owner/Consenting Party No.1 make full and true disclosure of the nature of his title to the said Property as well as encumbrances, if any including any right, title, interest or claim of any party in or over the said Property / Building and shall as far as practicable, ensure that the said Property / Building is free from all encumbrances and that the Owner/Consenting Party No.1, Owner/Consenting Party No.2 and the Promoter have absolute, clear and marketable title to the said Property to the extent of their respective portions, so as to enable them to convey the same to the ultimate Allottee/s.

61) This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

62) 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 Allottee/s of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes. Further, the Allottee/s 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 the a government agency including any compensation / benefit given to the Promoter in turn for which no conveyance has occurred to the ultimate body of apartment allottees expressly stated in this Agreement and for which no consideration is specially dispensed by the Allottee/s to the Promoter for the same; save and except his right to enjoy and use the Apartment purchased by him and any other rights given by the Promoter to the Allottee/s for which consideration has been dispensed.

63) 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.

64) Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottees in said Project, the same shall be in proportion to the carpet area *plus* balcony area *plus* sit-out area *plus* cupboard area (if any) of the said Apartment to the total carpet area *plus* total balcony area *plus* total sit-out area *plus* total cupboard area (if any) of all the Apartments of the said Project, such area is called as Sharing area.

65) 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.

66) The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s herein. After the Agreement is duly executed by the Allottee/s 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 Pune.

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

68) 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 'Pune courts' will have the jurisdiction for this Agreement.

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

70) The Promoter has handed over Search Report and Title Opinion to the Allottee/s separately as per provisions of the said Act and the contents of the said Search Report forms part and parcel of this Agreement.

71) A photo copy of the board resolution in respect of the appointment of the Authorised Signatory is annexed and marked as **ANNEXURE-L**.

72) The cost of Stamp Duty, Registration fees and other incidental and ancillary cost in respect of this Agreement have been as agreed, exclusively borne and paid by the Allottee/s.

0-0-0-0-0

STAMP DUTY CALCULATION

1)	Location :-	**Karve Road – Erandawane, Pune.**
2)	Entry No.	_____
3)	Type of premises:-	'Apartment' No. _____
4)	Wing /Building	_____
5)	Total Floors of Wing/Building	_____
6)	Lift is provided or not	Yes
7)	Floor of the said Apartment	_____
8)	Carpet Area of the said Apartment	_____ Sq.Mtrs./ _____Sq.Ft.
9)	Enclosed Balcony area	_____ Sq.Mtrs./ _____Sq.Ft.
10)	Cupboard area	_____ Sq.Mtrs./ _____Sq.Ft.
11)	Sit-out area	_____ Sq.Mtrs./ _____Sq.Ft.
12)	Dry Balcony area	_____ Sq.Mtrs./ _____Sq.Ft.
13)	Terrace :	
	Attached	_____ Sq.Mtrs./ _____Sq.Ft.
	Overhead	_____ Sq.Mtrs./ _____Sq.Ft.
14)	_____ Covered car park area	_____Sq.Mtrs./ _____Sq.Ft.

15)	Rate for said Apartment as prescribed by the Govt -	Rs. _____ per Sq.mtr.+ ____%
16)	Rate for Enclosed Balcony as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
17)	Rate for Cupboard area as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
18)	Rate for Sit-out area as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
19)	Rate for Dry Balcony area as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
20)	Rate for attached Terrace as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
21)	Rate for Overhead Terrace as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
22)	Rate for _____ covered car parking as prescribed by the Govt -	Rs. _____ per Sq.Mtr.
23)	Value of the said Apartment as per rate prescribed by the Govt -	Rs. _____
24)	Value of the Enclosed Balcony as per rate prescribed by the Govt -	Rs. _____
25)	Value of the Cupboard area as per rate prescribed by the Govt -	Rs. _____
26)	Value of the Sit-out area as per rate prescribed by the Govt -	Rs. _____
27)	Value of the Dry Balcony area as per rate prescribed by the Govt -	Rs. _____
28)	Value of the Attached Terrace as per rate prescribed by the Govt -	Rs. _____
29)	Value of the Overhead Terrace as per rate prescribed by the Govt -	Rs. _____

30) Value of the _____ covered car parking as per rate prescribed by the Govt - Rs. _____

31) Total Value of the said Apartment including Terrace / Enclosed Balcony area / Sit-out area/ Dry Balcony area/ Cupboard area / ____ covered car parking Rs. _____

32) Total Consideration as per Agreement Rs. _____

33) Stamp Duty paid on Rs. _____

34) Stamp Duty amount Rs. _____

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SCHEDULE NO.I

(Description of the said Larger Property referred above)

All that piece and parcel of land or ground admeasuring 5641.29 Sq.mtrs., bearing Final Plot No. 22, having corresponding CTS No.23, Town Planning Scheme No.1, situated at Village Erandwane, Pune within limits of the Municipal Corporation of the city of Pune, and within jurisdiction of Registration District Pune and bounded as follows:

On or towards East	:	By Final Plot No.25
On or towards South	:	By Dhondumama Sathe Institute and Sanjiwani Hospital
On or towards West	:	By Public Road
On or towards North	:	By Swapna Nagari Project and beyond that Karve Raod.

SCHEDULE NO.II

(Description of the said Property No.1 referred above)

All that piece and parcel of land – admeasuring 4165.34 Sq.mtrs., out of the Larger Property more particularly described in Schedule-I above along

with existing old building structure standing thereon admeasuring area 35374.55 sq. ft. collectively bounded as under –

On or towards to the East	:	By Ravindra Kasat Bungalow,
On or towards to the South	:	By partially property owned by Promoter and partially property owned by Dhondumama Sathe Institute & Sanjiwani Hospital,
On or towards to the West	:	By Public Road,
On or towards to the North	:	By Swapna Nagari Project & thereafter Karve Road.

Together with all appertain and easement thereto and right to ways etc.

SCHEDULE NO.III

(Description of the said Property No.2 referred above)

All that piece and parcel of land or ground admeasuring 186.83 Sq.mtrs., out of the said Larger Property more particularly described in Schedule-I above, and bounded as follows :

On or towards East	:	By balance area of CTS No.23, F.P. No.22
On or towards South	:	By Dhondumama Sathe Institute and Sanjiwani Hospital
On or towards West	:	By Public Road
On or towards North	:	By Swapna Nagari Project and beyond that Karve Raod.

SCHEDULE NO.IV

(Description of the said Rights referred above)

Right to utilise FSI/FAR admeasuring 589.19 Sq.mtrs., Right to utilise TDR admeasuring 773.51 Sq.mtrs. and Right to utilise ground coverage up to admeasuring 289.59 Sq.mtrs. pertaining to area admeasuring 1289.19 Sq.mtrs owned by Owner/Consenting Party No.2. which is bounded as follows:

On or towards East	:	By Final Plot No.25
On or towards South	:	By balance land in F.P. No.23
On or towards West	:	By Sub Plot No.22B
On or towards North	:	By road, F.P.No.21/5 and Part of F.P.No.25

SCHDULE NO.V

(Description of the said Property referred above)

All that pieces and parcels of Property No.1 admeasuring 4165.34 Sq.mtrs. (more particularly described in Schedule No.-II above) and Property No.2 admeasuring 186.83 Sq.mtrs. (more particularly described in Schedule No.-III above), out of the said Larger Property (more particularly described in Schedule No.-I above) totally admeasuring 4352.17 Sq.mtrs., along with right to utilise FSI/FAR admeasuring 589.19 Sq.mtrs., right to utilise TDR admeasuring 773.51 Sq.mtrs. and right to utilise ground coverage up to admeasuring 289.59 Sq.mtrs., more particularly described in Schedule-IV above.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED

SIGNED AND DELIVERED by within named Promoter i.e. Paranjape Schemes (Construction) Ltd. through its Authorised Signatory

_____

SIGNED AND DELIVERED by within named Allottee/s,

1) Mr./Mrs. _____

2) Mr./Mrs._____

3) Mr./Mrs. _____

4) Mr./Mrs. _____

of Apartment No. _____ of _____ Floor of _____ Wing/Building of 'Swapnasamrat' Project,

SIGNED AND DELIVERED by within named Owner/Consenting Party No.1 i.e. Swapnasamrat Co-operative Housing Society Ltd. and Owner/ Consenting Party No. 2 i.e. Mr. Ravindra Ramesh Kasat & Mrs. Sushila Ramesh Kasat, both through its Power of Attorney holder Paranjape Schemes (Construction) Ltd. through its Authorised Signatory _____,

In presence of
Witnesses :-

1)

2)

Schemes (Construction) Ltd.
through its Authorised Signatory

_____,

In presence of
Witnesses :-

1)

2)

0-0-0-0-0

PARANJAPE SCHEMES (CONSTRUCTION) LTD.

AUTHORISED SIGNATORY