Allotment Letter/Booking Form

Date:

From:

Mr. _____

Mrs. _____

R/at:-

To:
M/s. MAJESTIQUE ASSOCIATES
A partnership firm, having its office at:-
3, 4 & 5 Swaymbhu Building, Sujay Garden,
Mukund nagar Pune-411037,
Through its authorized partner:-
Majestique Landmarks Private Limited
Through its authorized director:-
MR. MANISH DWARKADAS MAHESHWARI

Sub: Flat/Unit/Apartment no. _____Wing/building C in Project known as "**MAJESTIQUE NEST".** The present building is registered at MAHA-RERA and is mentioned as "**MAJESTIQUE NEST BUILDING C"** and the same will be part of the entire project **(Hereinafter referred as "the Flat/Unit")**

Sir,

I/we intend to purchase from you the above referred Flat/Unit is as under:-

Particulars	Amount (Rs)
Flat/Unit No.____ Wing C adm. _____ Sq. mtrs carpet area together with attached terrace having area adm about ____ Sq. mtrs and enclosed balcony having area adm about ____Sq. mtrs. and Dry balcony/Dry terrace area, ……. Sq. mtrs. in the scheme known as **"MAJESTIQUE NEST BUILDING C**". Located at S. no. 152 part of village Fursungi Tal Haveli Dist Pune.	
Flat/Unit Cost (Agreement Value)	
Stamp Duty	
Registration	
Total cost	
Maintenance Cost together with applicable taxes shall be paid at the time of Possession for 24 months	

I/We _____ Age:- _____ years & Occu :_____ PAN No. _____, Residing at _____
Contact No._____ depositing herewith the amount Rs._____/-(Rs. _____) by Cheque bearing No._____ of dated _____ Drawn on _____ Bank _____ Branch _____ with this application as application money.

I/We understand that the Agreement and / or booking of the applied Unit/Flat bearing no _____ shall only be confirmed by the execution of agreement and passing of the receipt of the application money does not amount of the allotment of the said Flat. The entire discretion to reject this application without any reasonable cause remains with the Promoter herein.

If my/our offer is accepted by you I/we shall get the Agreement in respect of the said apartment/Flat/Unit executed and registered from you within a period of 30 days from the date hereof. In such event the deposit amount paid as above shall be adjusted towards purchase price of the said apartment/Flat/Unit.

However, in the event you reject my/our offer or I/we fail to get the said Agreement executed and registered within the stipulated period then you are entitled to sell/allot the said flat to any third person without taking any prior consent from me/us. In such event you will be entitled to refund the said amount without interest after deducting there from costs incurred by you, by issuing a cheque of the said amount in my/our name. After the stipulated period of 30 days I/we will not be entitled to make any claim in the aforesaid Flat/Unit.

My/our Bank Account No. is _____and Bank is operated at Bank _____., Branch. I/we hereby authorize you to deposit my/our deposit refund to my/our above account.

The submission of this offer letter does not create my/our rights or interest is anyway I/we the said unit stated above. I/We shall have no claim against Promoter incase my/our offer stated herein has not been accepted by Promoter, except to the extent of refund of the amount paid to the Promoter for the purpose of booking.

I/We further state that, today the promoter have shown me/us the sanctioned layout copy together with proposed layout copy of the land to be developed by them and have made me/us aware about the present and future development of the land and buildings to be constructed thereupon and have further shown me/us the CC copy, NA order and such other documents as required by me/us for legal clearances.

I/we further state that, I/we will pay the applicable charges Stamp Duty, Registration charges and such other government and semi government charges as may be levied by such agencies for the present transaction and towards the said unit to the agreement value of the applied flat as prescribed by the government from time to time in the respective accounts of the concern departments or as may be demanded or guided by the promoter herein before the registration of the agreement.

I/We further state that, I am/we are also liable to pay maintenance charges together with applicable taxes on the demand date for 24 months from the date of first 5 possession of the building wherein the said applied flat is located.

MAHA RERA Registration No. ……

Thanking you,

Yours faithfully
(Applicant)
Before:-

Sales representative **Project in-charge**

ARTICLES OF AGREEMENT

This Agreement made at Pune this ____day of _____ in the year Two Thousand and Twenty

BETWEEN

M/s. MAJESTIQUE ASSOCIATES
(PAN -AAWFM5186B)
A partnership firm, having its office at:-
3, 4 & 5 Swaymbhu Building, Sujay Garden,
Mukund nagar Pune-411037,
Through its authorized partner:-
Majestique Landmarks Private Limited
(**PAN -** AAHCM8944P)
Through its authorized director:-
MR. MANISH DWARKADAS MAHESHWARI
Age:- 39 years, Occup:- Business
(**PAN**-ABGPB6715N)
Hereinafter referred to as the **"PROMOTERS/DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors and administrators)

----- PARTY OF THE FIRST PART

AND

1) Mr. Maruti Sitaram Kale Age:- 54 years, Occupation:- Agriculturist, Aadhar no. 783164536972 **2) Mrs. Anjana Maruti Kale** Age:-49 years, Occupation:- Housewife, Aadhar no. 771609659434. **3) Mr. Vittal Maruti Kale** Age:- 29 years, Occupation:- Agriculturist, Aadhar No. 971730374567, **4) Mrs. Pritam Vitthal Kale** Age:- 22 years, Occupation:- Housewife, Aadhar No. 261199658719 5**)Mr. Somnath Maruti Kale** Age:- 33 years, Occupation:- Agriculturist, Aadhar No. 512245970036, 6**) Mr. Yeshwant Sitaram Kale** Age:- 76 years, Occupation:- Agriculturist, Aadhar No. 971730374567, 7**) Mr. Gorakh Yeshwant Kale** Age:- 46, years, Occupation:- Agriculturist, Voter Id No. TML7129414, 8**) Mr. Ajay Gorakh Kale** Age:- 21, years, Occupation:- Education, 9**)Ms. Priyanka Gorakh Kale** Age:-18, years, Occupation:- Education **10) Mrs. Alka Gorakh Kale** Age:-41, years, Occupation:- Housewife, Voter Id No. MT/0042/0251/717188 **11) Mr. Bapu @ Suryakant Yeshwant Kale** Age:- 39, years, Occupation:- Agriculturist, Pan No. ATSPK6325R, **12) Mrs. Sujata Bapu Kale** Age:-29, years, Occupation:- Housewife, Pan No. CJHPK 1242E. **13) Mrs. Kusum Vishnu Kale** Age:-56, years, Occupation:- Housewife, Voter ID No. GQN07129430. **14) Mr. Sanjay Vishnu Kale** Age:-36, years, Occupation:- Agriculturist, Voter Id No. GQN1001833, **15) Mrs. Vaishali Sanjay Kale** Age:- 30, years, Occupation:- Housewife, PAN – CJHPK1172P. **16) Mr. Sayaji Vishnu Kale** Age:- 34, years, Occupation:- Agriculturist, Pan-CJHPK1097H, **17) Mrs. Kavita Sayaji Kale** Age:- 33, years, Occupation:- Housewife, Pan-CJHPK 1173E. **18) Mr. Dattraya Vishnu Kale** Age:- 34, years, Occupation:- Agriculturist, Pan No. ANUPK7323F. **19) Mrs. Megha Dattraya Kale** Age:-27, years, Occupation:- Housewife, Pan-CJHPK1171Q. **20) Mrs. Nita Somnath Kale** Age:-28, years, Occupation:- Housewife, Above all R/at Near New Canal Jai Hind Nagar, Jay Ganga Niwas, Village Fursungi, Tal. Haveli, Dist. Pune.

Hereinafter referred to as the **"OWNERS/CO-PROMOTERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include him/her/himself/herself/their survivor or survivors of their respective heirs, executors and administrators)

--------**PARTY OF THE SECOND PART**

AND

1) **Mr./Mrs.**
   Age: - Years, Occ:-

   PAN no.

2) **Mr. /Mrs.**
   Age: - Years, Occ:-

   PAN no.

   Both R a/t –

Hereinafter referred to as the **"ALLOTTEE/PURCHASER/S"** (which expression shall unless repugnant to the context or meaning thereof is deemed to mean and include his/her/their heirs, executors, and administrators, successors-in-interest and permitted assignees)

…….. PARTY OF THE THIRD PART

WHEREAS all that piece and parcel of the land bearing Survey no. 152 part collectively area admeasuring 02 H. 14.33 Ares i.e. 21,433 Sq. Mtrs. lying and situate at Fursungi Tal-Haveli, Dist-Pune hereinafter for sake of brevity referred to as the **"SAID LAND/PROPERTY"** and more particularly described in Schedule belongs to and stands in the name of the original owners/co-promoter.

AND WHEREAS the said owners/co-promoter thereafter has entered into agreements to develop the said property with the Promoters/Developers under the Agreements and Powers of Attorney dated 14/03/2013 & Correction Deed dated 26/02/2016 & 07/03/2017 and thereafter Supplementary Agreement dated 07/ 03/2017 which is registered at Sub-registrar Haveli no. 3 at Sr. no. 2335/2017.

AND WHEREAS the Promoter/Developer is entitled to construct buildings and several units on the said land in accordance with the recitals hereinabove.

AND WHEREAS the Promoter is in possession of the Project Land.

AND WHEREAS

1) The Allottee/Purchaser/s hereinabove being interested in purchasing the said below mentioned flat/unit and is satisfied thereabout and further have visited the project and have seen the location of the said property and thereby has/ have approached the promoters and on demand from the Allottee/ Purchaser/s, the Promoters has given inspection to the Allottee/Purchaser/s of all the documents of the title relating to the Project land and plans, designs and specifications prepared by the Promoter's Architects Mr. Jay Aeram and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under.

2) The Promoter/s has also requested the Purchasers to carry out the search and to investigate the title by appointing his/her/their own Advocate.

3) The Purchaser/s having acquainted himself/herself/themselves with all the facts and nature of right of the Promoter/s as well as the area of the designated Flat/Unit has/have thereupon entered into this Agreement.

4) The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the right of the Promoter/s to enter into this Agreement and/or the area of the Flat/Unit as aforesaid.

AND WHEREAS, the Promoter/Developer would be developing the aforesaid land by constructing residential buildings which shall have common amenities for the said entire land and the project as a whole.

AND WHEREAS

1) The Promoter has entered into a standard Agreement with an **Architect** registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;
2) The Promoter has appointed **structural Engineer** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. Provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said project or buildings.

AND WHEREAS by Virtue of the Agreement, Power of Attorney, Correction Deed & Supplementary agreement the Promoter has sole and exclusive right to sell the Flat/Unit/Apartment in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee/Purchaser/of the said Flat/Unit/Apartment and to receive the sale consideration in respect thereof.

AND WHEREAS

1) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of property card or 7/12 extract of or any other relevant revenue record showing the nature of the title of the Promoter to the Project land on which the Flat/Unit/Apartment are constructed or are to be constructed have been annexed hereto and marked as **Annexure A and B,** respectively.
2) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. at preset PMRDA have been annexed hereto and marked as **Annexure C-1.**
3) The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided on the said project have been annexed hereto and marked as **Annexure C-2.**
4) The authenticated copy of the floor/unit plan and specification of Apartment agreed to be purchased by the Allottee, as sanctioned and approved by local authority have been annexed and marked as **Annexure D-1.**

AND WHEREAS

1) The promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, and sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said Building.
2) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated 18.05.2017 bearing No. PMRDA/NA/SR/41/2017 permitted non-agricultural use of the said property/land of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the building layout earlier sanctioned by the PMRDA Pune in respect of the said contiguous block was revised from time to time and sanction for such revisions was duly procured, and whereas the revisions was sanctioned by the PMRDA Pune vide its Commencement Certificate 2265/2019 of dated 26.12.2019 is hereinafter referred to as the **"said revised sanctioned layout"** which is annexed hereto as **Annexure `D-2'.**

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in the present phase in accordance with the said proposed sanctioned plans along with the area including the allocated right to use of all common restricted areas in the said Building in the present Project.

AND WHEREAS the Promoter has earlier registered the Project for building A at bearing no. P52100015060 and building B at bearing no. P52100016083 and further added the present building C in the same at bearing no. P52100020198 under the Provisions of the Real Estate (Regulation and Development) Act 2016 with the Maharashtra Real Estate Regulatory Authority. Authenticated copy is attached as **Annexure "F".**

AND WHEREAS the details stated in annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline. gov.in.

AND WHEREAS the Allottee/Purchaser/s has prior to the date hereof examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Allottee/Purchaser/s has agreed and consented the development of the Project, as proposed by the Promoter/developer/Owner from time to time. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

AND WHEREAS the entire project to be developed on the said Entire Property/land as per the sanctioned layout shall be known as **"Majestique Nest".** The Promoter intends to develop the said Entire Project/land in phases and each of the phases shall be treated as separate Project. The Promoter under the present phase has undertaken the construction of building/wing **"C"** (hereinafter referred to as the said "BUILDING"), carved out of the said Entire Property more particularly shown in the layout plan and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

AND WHEREAS the Purchaser/s herein being desirous of purchasing and thereby has applied to the Promoters for purchase of the Flat/Unit/Apartment bearing no. _____, on the_____ Floor in Building/Wing **C** being constructed in the present phase of the said entire scheme which is to the constructed on the proportionate area of the said land.

AND WHEREAS, the present agreement is made and executed relying upon the above mentioned carpet area of the unit only as mentioned under the present applicable law and the total price paid by the purchaser is only on the carpet area of the unit only.

AND WHEREAS the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; Promoter issued to the Allottee/s an **"Allotment/booking Letter"** to that effect.

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser/s has paid to the Promoter a sum of **Rs.**_____, being part payment of the sale consideration of the Flat/Unit/Apartment agreed to be sold by the Promoter to the Allottee/Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and excludes the charges attributable for stamp duty, registration charges, G.S.T and other charges/taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/Unit by the Promoter/s to the Allottee/ Purchaser/s before or after taking the possession of the said flat/Unit/Apartment.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Article of Agreement of the said Flat/Unit/Apartment with the Allottee/Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

Further the present agreement and all its contents have been read and made him/ she/they in their local known language as well as in English and the same has been accepted by the Allottee/purchaser/s herein.

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

1. The Promoter would be constructing the present building **'C',** having residential units. Provided that the Promoter shall have to obtain prior consent in writing from the Allottee in respect of variations or modifications which may adversely affect the flat/unit/apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.
2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment/Flat/Unit No._____ having area admeasuring _____ Sq. mtrs. Situated on the _____floor in the building ___ in the proposed project known as "**Majestique Nest".** The present building is registered at MAHA-RERA and is mentioned as **"MAJESTIQUE NEST BUILDING - C"** and the same will be part of the entire project (hereinafter referred as "the Flat/Unit/Apartment") as shown in the floor plan thereof hereto for the consideration of **Rs.** _____including the proportionate price and right of use of the common areas and facilities appurtenant to the unit, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and further the said unit comprises of Terrace having area admeasuring about ____ Sq. mtrs, enclosed balcony having area admeasuring about ____ Sq. mtrs. dry terrace having area admeasuring ____ Sq. mtrs. which are attached to the said unit as described in the plan attached hereto.
3. The Allottee/Purchaser/s hereby agrees to pay to the promoter the agreed amount in the following manner:-

S.No.	Particulars	Percentage	Amount
1	to be paid before the registration of the present Agreement	10%	
2	Foundation Stage	15%	
3	Plinth	15%	
4	On or before 1st Slab	5%	
5	On or before 3rd Slab	4%	
6	On or before 5th Slab	4%	
7	On or before 7th Slab	4%	
8	On or before 9th Slab	4%	
9	On or before 11th Slab	4%	

10	On or before Commencement of Brickwork and other related works	10%	
11	On or before Commencement of Plaster and other related works	10%	
12	On or before Commencement of Tilling and other related works	10%	
13	At the time of Possession	5%	
	Total	**100%**	

4. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/items of work of the said Building in which the said flat/unit/apartment is located and simultaneously the Promoters shall also be at liberty to undertake two or more stages of construction/items of work set out hereinabove payment plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

5. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T and if made compulsory by law in the state or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/Unit/Apartment.

6. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoters after deducting 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof, if applicable.

7. The Total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/Purchaser/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/Purchaser/s, which shall only be applicable on subsequent payments.

8. The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/Purchaser/s by discounting such early payments as may be agreed upon by the promoters herein for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/Purchaser/s by the Promoter.

9. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser/s within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser/s. If there is any increase in the carpet area allotted to Allottee/Purchaser/s, the Promoter shall demand additional amount from the Allottee/Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate as agreed in the Agreement.

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

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

12. Time is of essence for the Promoter as well as the Allottee/Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Unit/Apartment to Allottee/Purchaser/s and the common areas to the association of the Allottee/Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above in the Payment Plan and the Purchaser/s shall be liable to pay interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as "the said Rule"), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.

13. If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Unit/Apartment to the Allottee/Purchaser/s, the Promoter agrees to pay to the Allottee/Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/Purchaser/s, for every month of delay, till the handing over of the possession. The Allottee/Purchaser/s agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee/Purchaser/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/Purchaser/s to the Promoter.

14. Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned above, on the Allottee/Purchaser/s committing default in payment on due of any amount due and payable by the Allottee/Purchaser/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/Purchaser/s committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

a) Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/Purchaser/s, by Registered Post AD at the address provided by the Allottee/Purchaser/s and E-mail at the e-mail address provided by the Allottee/Purchaser/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/Purchaser/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.

b) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages upto 10% of the received amount till the last date of payment or any other amount which may be payable to Promoter) within a period of thirty days of termination, the installments of sale consideration of the Flat/Unit/Apartment which may till then have been paid by the Allottee/Purchaser/s to the Promoter.

15. The fixtures and fittings with regard to the said building and the Flat/Unit are those that are set out as **Annexure 'E'** annexed hereto and the Purchaser/allottee/s shall not be entitled to any extras. The Purchaser/Allottee/s also agrees not to make any demand to change the plans annexed herewith. The Promoter/Developer shall not refund any amount for deleting any items of specifications and/or amenities on request of the Purchaser/Allottee/s.

16. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is ------ sq. mtrs. and Promoter has planned to utilize more Floor space index/TDR ----- by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the present Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index as proposed to be utilized by him on the project Land in the said Project and Allottee/Purchaser/s has agreed to purchase the said Flat/Unit/Apartment based on the Proposed construction and sale of Flat/Unit/Apartment to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

17. Any scheme or reservation affecting the said land or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said land. Its present use as residential and/or other permissible uses. Any relevant and necessary covenants as may be stipulated by the Promoter/ Developer for the more beneficial and optimum use and enjoyment of the said land (i.e. the said land together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI/FAR or to absorb, consume the TDR rights acquired on any portion/s of the said land.

18. The Promoter shall give possession of the Flat/Unit/Apartment to the Allottee/ Purchaser/s **on or before 31st December 2024**, if the Promoter fails or neglects to give possession of the Flat/Unit/Apartment to the Allottee/Purchaser/s on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/ Purchaser/s the amounts already received by him in respect of the Flat/Unit/ Apartment with interest as per rule/s from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The Promoter has specifically explained to the Purchaser/s herein that, all necessary infrastructures and amenities like club house etc in the proposed scheme shall be completed by **31st December 2024**. The Promoter has informed the said mentioned thing to the Purchaser/s herein at the time of making application of the said unit/flat only.

Provided further that if the promoters fails to give possession of the said unit in accordance of the period mentioned hereinabove, the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Unit/ Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

i) War, civil commotion or act of God;

ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

iii) Changes in any rules, regulations, bye-laws of various statutory bodies and authorities from time to time which are affecting the development of the project.

iv) Delay on the part of the sanctioning department or any other Public Body or Authority including the M.S.E.D.C.L in issuing or granting necessary Certificate/N.O.C/ permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme /Flat/Unit/road N.O.C.

v) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Promoters to terminate this agreement under clause mentioned hereinabove).

vi) Non-availability of steel, other building material, water or electric supply;

vii) Any extra work/addition required to be carried in the said flat/unit/apartment as per the requirement and at the cost of the Allottee.

19. The Promoter herein is developing the said Entire Property/Entire Project which consists of various phases/in number of buildings and having common amenities like club house etc. as enlisted in Annexure-E, the construction/development of the said common amenities will be completed in due course along with the completion of construction of all the project phases/buildings on the said Entire Property and Promoter herein assures to hand over the possession of said common amenities on or before the completion of last building to be constructed on said Entire Property. 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.

20. It is hereby agreed that subject to the terms of this agreement, the Purchaser/Allottee/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Dept. etc. at the time of sanctioning of the plans or at the time of granting completion certificate. The Purchaser/Allottee/s shall not be entitled to claim possession of the said Flat until the completion certificate in respect of the said Flat is received from the concern authority and the Purchaser/s pays all dues, advances, deposits, etc. payable under this agreement in respect of the said Flat to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from concern authority the Promoter/ Developer shall be absolved from or any liability in case any addition and/ or alteration to the Flat building by the purchaser/s, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the purchasers/ association/ Co-operative housing society/ body of Flat holders, any event of force majeure and any act of God.

21. Procedure for taking possession:- As prescribed under the provision of the Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder, the Promoter proposes to form separate Tenant Co-partnership Co-operative Housing Societies of the purchasers of residential flats in each project out of the said whole project **"Majestique Nest"** and the Promoter shall (Subject to its right to dispose of the unsold units/Flats, if any) convey the building comprised in each of such separate projects to such separate Co-operative Housing Societies within a period of 3 months from the date of issue of occupancy certificate in respect of the last units in the building comprised in each of such project, provided by that time the Promoter has received all its dues from the Purchasers of units in such project. Within a period of three month from the date of receipt by the Promoter of the Occupancy certificate of the last unit of the last building in the said whole project and on the Promoter receiving all its dues from the purchaser/s of Flats in the said whole project, the Promoter shall convey/cause to be conveyed the said land together with areas, facilities and amenities common to the said whole project to the proposed society/Apex body with all such individual co-operative Housing societies as its members.

The Promoter agrees and undertakes to indemnify the Allottee/ Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee/Purchaser/s agrees to pay the maintenance charges and such other charges as may be levied by the government or local bodies including Grampanchyat or any such authorities as determined by the them or the Promoter or association of Allottee/Purchaser/s, as the case may be. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be.

22. On or before taking possession of the said Unit hereby agreed to be sold/purchased, the Purchaser/s shall deposit with the Promoter a necessary sum. The Promoter shall deposit the said deposit and the other similar deposits received from the other Purchasers of Units in a separate bank account opened for that purpose and shall transfer all amounts lying in such account to the account of the Society/Apex body to be formed of all Purchaser/s of Units. The said deposit shall be utilized for the building up of a fund for the society for meeting the expenditure for maintenance/repair/improvement of the Common facilities/infrastructure of the

said building. However if the Promoter deems it necessary, the interest accrued on such Deposits shall be applied for meeting all expenditure for maintenance/repair/improvement of the common facilities/infrastructure of the said building.

23. The Allottee/Purchaser/s shall take possession of the Flat/Unit/Apartment within 15 days of the written notice from the promoter to the Allottee/Purchaser/s intimating that the said Flat/Unit/Apartment are ready for use and occupancy.

24. Failure of Allottee/Purchaser/s to take possession of Flat/Unit/Apartment:-Upon receiving a written intimation from the Promoter as per clause mentioned, the Allottee/Purchaser/s shall take possession of the Flat/Unit/Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed, and the Promoter shall give possession of the Flat /Unit/Apartment to the Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided in the clause mentioned in the agreement by such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

25. If within a stipulated period from the date of completion the Flat/Unit/ Apartment to the Allottee/Purchaser/s, the Allottee/Purchaser/s brings to the notice of the Promoter any structural defect in the Flat/Unit/Apartment or the building in which the Flat/Unit/Apartment are situated or any defect on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under this Act.

a) The Allottee/Purchaser/s agrees and undertakes, not to demolish any internal as well as external walls or structure of the said flat/unit/apartment or any part thereof, nor to undertake extensive interior or, enclosure works which may cause damage thereto, since it may cause damage to the structure as a whole of the entire building. Failure on the part of the Allottee/Purchaser/s to take this precaution and care, shall be a breach of essential term of this agreement, entailing consequences of termination in terms hereof, amongst other civil and criminal proceedings.

b) Except in the event of default in the above clause mentioned, after possession of the unit and within the stipulated time as agreed upon, the Allottee/ Purchaser/s brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Allottee/Purchaser/s to keep the flat/unit/ apartment in good conditions and repairs.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said flat/unit/apartment 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.

26. The word defect here means only the manufacturing 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, negligent use of Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

27. That it shall be the responsibility of the allottee to maintain his/her/their flat/ unit/apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their flat/unit/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.

28. 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.

29. 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 feit-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.

30. The Allottee/Purchaser/s shall use the Flat/Unit/Apartment or any part thereof or permit the same to be used only for purpose of residence or for the purpose it has been purchased. He/she/they shall use the parking space only for the purpose of keeping or parking his/her/their own vehicle/s only.

31. The Promoter/Developer may form one or more separate society/societies of residential project exclusively as per his own wish and then and thereafter form a Society/federation of the same. Deed of Conveyance will be executed in favour of the Society/federation directly.

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

33. The Promoter shall transferred to the society all the right, title and the interest of the original owner/Promoter and/or the owners in the said structure of the building or wing in which the said flat/unit/apartment is situated subject to the completion of the entire project/or the building or the building/s or as may be decided by the Promoter according to the development of the project for the betterment of the proposed formed society and its members.

34. Within 15 days after notice in writing is given by the Promoter to the Allottee/ Purchaser/s that the Flat/Unit/Apartment is ready for use and occupation, the Allottee/Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Unit/Apartment or as may be agreed upon by the parties hereto) of outgoings in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and as mentioned below herein or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s as mentioned below herein. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser/s shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee/Purchaser/s further agrees that till the Allottee/ Purchaser/s share is so determined the Allottee/Purchaser/s shall pay to the Promoter provisional monthly contribution plus GST or any other applicable taxes at actual towards the outgoings and maintenance of common area and building. The said per month amount is calculated on the bases of general outgoing/s, expenses of the buildings and common area of the project, however the said collected amount may get utilized before the agreed tenure on the usage done by the all purchasers of the units from the said building and in that case the purchaser/s needs to pay the additional amount paid to the developer for such additional amount and expenses of the building/s. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or limited company or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be.

a) The above mentioned maintenance charges shall include following items for which it is to be utilized:

- **i.** Housekeeping and cleanliness
- **ii.** Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's.
- **iii.** Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual residential Unit/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building)
- **iv.** Common electricity bills for common area of buildings and common areas of the Society.
- **v.** Security charges.
- **vi.** Gardening charges.
- **vii.** Expenses of water as may be required to be purchased from private sources and all other related expenses.
- **viii.** Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof.
- **ix.** Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the project and the whom has been specifically appointed for the said reason only.
- **x.** Non agricultural taxes if any applicable and any other similar taxes after the completion of the project and as laid down by the PMC or concern Grampanchayat or any local bodies.
- **xi.** Pest control expenses if done after the completion of the unit.
- **xii.** Expenses incurred for maintenance of common service lines & replacements of electric switches/light points.

xiii. Elevator repairs & maintenance contracts along with lift inspection charges.

xiv. Firefighting certification after completion.

xv. Operational and electricity charges for the sewage treatment plant for the Society.

xvi. Property tax after the completion.

xvii. Any other taxes, levies, cess etc. of the property.

xviii. Any other statutory charges.

b) It is agreed between the parties that the above maintenance amount shall not include the items mentioned below, and the Allottee and/or the society either individually or through any appointed agency or, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the allottees from the above maintenance charges account only.

i. Insurance for building/Apartments/equipments/machinery, towards theft, fire etc. and any other such expenses,

ii. Sinking fund if opened by the promoter from the extra money collected from the unit holders.

iii. Repairs of the building for leakages, seepage to the property or any part thereof.

iv. Wear and tear charges either for the unit or for the building as whole.

c) The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society.

d) The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or nonpayment by the Allottees.

e) It is also clearly understood that this shall not preclude such society or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.

f) Such society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the organization.

g) Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or society of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or society and/or federal society, as the case may be.

h) The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the society, on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest at the rate of 2% per month. Outstanding amount shall remain as a charge on the said flat/unit/apartment.

i) That to avoid any doubts it is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It

is further agreed upon that the purchasers formed body etc. shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.

j) The Promoter/s shall keep amount by way of deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/s/Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Flat/Unit holders and Building/ Buildings, Insurances concerned with the individual Flat/Unit holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/Unit Maintenance etc. of the project/building and the common facilities and amenities for the agreed tenure the Flat/Unit Purchaser/s to the Promoter/s. After the tenure all the members of the co-operative society/limited company have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.

k) The Promoter shall be entitled to entrust the management and control of the said project thereon to an Ad-Hoc Committee of the Unit Purchaser/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s of Units in the said project towards payment of outgoing and expenses referred to herein. In such event, the promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or the liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land thereon and liabilities in that behalf shall be that of that of the Ad hoc Committee of the Unit Purchaser/s. In the event of the management being entrusted as provided hereinabove, the right to granted to the Ad-hoc Committee shall extend only to manage the said project and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

35. FINAL CONVEYANCE

a) On the completion of all the buildings and their wings, extensions and phases etc., AND on the promoters receiving the entire payment/ charges/extra items costs/costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, the Promoters and Owners shall convey the whole scheme or any thereof to such ultimate body/Apex body by executing proper conveyance of said building and/or said scheme as per Section 17 of the RERA Act 2016.)

b) The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said land comprised in favour of the proposed Co-operative Housing Society, on or before **31st December 2026** subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose off the remaining flats/units/apartments, if any.

c) However the promoter has informed the said unit purchaser that, the unit purchaser has to co-operate with the promoter by providing signatures on the required forms as required for the formation of the society and also under take the maintenance accounts as given by the promoter after the formation of the society as required under law from the promoter as and when requested by the promoter for the best possible manner to run the proposed formed society.

d) The said deed of conveyance to be executed unto and in favour of the said Society shall incorporate wherever relevant and necessary, the terms and conditions of this Agreement, terms and conditions imposed by the Government while granting various sanctions and permissions; The Promoter shall be responsible to prepare the draft of the Deed of Conveyance.

e) The Promoter shall be liable and responsible to convey only the concerned part of the said present building/s structure to the said Society, in which the said Flat herein agreed to be purchased by the Purchaser is situated. The ownership of the present project land and common amenities, and open spaces shall retained by Promoter until it is conveyed to the Apex society or federation.

Provided that, after conveying the title to the association of allottees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Co-operative Housing Society without any restriction on entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.

f) Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/ organization of purchasers.

36. The Allottee/Purchaser/s shall pay separately to the promoter as demanded by the Promoter such applicable charges for meeting all legal costs, admin 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.

37. At the time of registration of conveyance of the building or wing of the building, the Allottee/Purchaser/s shall pay to the Promoter, the Allottee/ Purchaser/s share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/wing of the building to be executed in favour of the Apex Body or Federation. All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser/s shall be bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

38. The Allottee hereby agrees and confirms that in the event that any water is required to be purchased from private sources, the Allottee herein shall be liable to contribute expenses thereof at actual in proportion as may be required.

39. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/Purchaser/s as follows:-

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

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

iii. There are no encumbrances upon the said land or the project except those disclosed in the title report and has been uploaded on the RERA website.

iv. There are no litigation pending before any Court of law with respect to the project land or Project except those disclosed in the title report.

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

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser/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 with any person or party with respect to the said Land, including the project and the said Flat/Unit/ Apartment which will, in any manner, affect the rights of Allottee/Purchaser/s under this Agreement.

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

ix. At the time of the execution of the conveyance deed of the structure to the association of Allottee/Purchaser/s the promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/Purchaser/s.

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

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

xii. The Promoter/s may, till the transfer of the said land and buildings thereon to the ultimate body, represent the Purchaser/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the office of the Collector of Stamps, Pune, the office of the Collector of Pune, the Government of Maharashtra, MSEDCL, on behalf of the Purchaser/s and whatsoever acts done by the Promoter/s on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s and the same shall be binding on the Purchaser/s.

xiii. The access gate, internal roads, electricity supply, water supply, drainage lines are common for all buildings and members of respective societies. Further, the society members will also contribute proportionately for upkeep and maintenance of such common facilities.

xiv. The phase wise development of the said project has been made for the convenience of the Promoter/s and Purchaser/s. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All purchaser/s in all phases shall have free access to all phase's i.e. entire project.

xv. The Promoter/s plan to construct amenities on a pre designated area on the said land or on the area co-related to the said land of the promoter only and the same shall be conveyed by the Promoter to the proposed society after its formation, the same shall be used by the unit holder of the said plots**.** The Promoter/s shall be entitled to retain with itself or to transfer the title/possession/use of the said amenities appurtenant thereto and the land appurtenant

thereto) on such terms and conditions as the Promoter/s may from time to time decide. Further access to and the facility for the use of such amenities and the appurtenant land shall be regulated by the Promoter/s and/or their successors-in-title but on condition that such access and facility will be available only to the Flat/Unit holders in the building/s and other premises in the layout and to the Flat/Unit holders in the building/s which may be developed by the Builders and/or associate concerns of the Promoter/s. Further the facility and the charges applicable to it to the members for use of such shall be subject to the Rules and Regulations as may be framed by the Promoter/s and the Purchaser/s shall abide by the same.

xvi. The Promoter/s reserves the right to acquire the rights of development of any property adjoining/adjacent to the said property more particularly described in the schedule hereunder written and to extend the building layout presently sanctioned in respect of the said property to such adjoining/adjacent land. In such circumstances, the buildings/construction carried by the Promoter/s on such adjoining/ adjacent land shall form part of the said housing complex presently under construction on the said property more particularly described in the Schedule hereunder written and all the common areas and facilities of the said scheme shall be available to the purchaser/allottees of Flat/Unit constructed on such adjoining/adjacent land/s. Conversely, any common areas and facilities designated by the Promoter/s and which fall in such adjoining/adjacent property shall also form part of the common areas and facilities of the entire complex.

40. The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever is hands the Flat/Unit/Apartment may come, hereby covenants with the Promoter as follows:-

i. To maintain the Flat/Unit/Apartment at the Allottee/Purchaser/s own cost in good and tenantable repair and condition from the date of possession of the Flat/Unit/Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit/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 Flat/Unit/Apartment is situated and the Flat/Unit/Apartment itself or any part thereof without the consent of the local authority's, if required.

ii. Not to store in the Flat/Unit/Apartment any goods which are hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Unit/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 staircase, common passages or may structure of the building in which the Flat/Unit/Apartment is situated, including entrances of the building in which the Flat/Unit/Apartment is situated and in case any damage is caused to the building in which Flat/Unit/Apartment is situated or the Flat/Unit/Apartment on account of negligence or default of the Allottee/Purchaser/s in this behalf, the Allottee/Purchaser/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Unit/ Apartment and maintain the Flat/Unit/Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/ Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Flat/Unit/Apartment is situated or the Flat/Unit/ 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/Purchaser/s committing any act in contravention of the above provision, the Allottee/Purchaser/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 Flat/Unit/Apartment or any part thereof, nor at any time make or cause to be made any addition or alternation of whatever nature in or to the Flat/Unit/Apartment or any part thereof, nor any alternation in the elevation and outside colour scheme of the building in which the Flat/Unit/Apartment is situated and shall keep the

portion, sewer, drains and pipes in the Flat/Unit/Apartment and the appurtenance thereto in good tenantable repairs and condition, and in particular, so as to support shelter and protect the other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Flat/Unit/Apartment without the prior written permission of the Promoter and/or the society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void and voidable any insurance of the said land and the building in which the Flat/ Unit/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 Flat/Unit/Apartment in the compound or any portion of the said land the building in which the Flat/Unit/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 Flat/Unit/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 Flat/Unit/Apartment by the Allottee/Purchaser/s to any purposes other than for purpose for which it is sold.

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

x. The Allottee/Purchaser/s shall observe and perform all the rules and regulations which the Society or the Apex Body or Federation may adopt at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Unit/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apes Body/Federation regarding the occupation and use of the Flat/Unit/Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-going in accordance with the terms of this Agreement.

xi. The purchaser/s agree/s to sign and deliver to the Promoter/s before taking possession of the said Flat/Unit and also thereafter all writing and papers as may be reasonably necessary and required by the Promoter/s for the formation and registration of the Society/Association/Condominium that shall be formed.

xii. That, the Promoter has made it clear to Purchaser/s that it may be carrying out extensive developmental/construction activities in the future in the entire area falling outside the land beneath the footprint of the said Building, in which the said Flat/Unit is located and that Purchaser/s has/have confirmed that he/she shall not raise any objection or make any claim any compensation from Promoter account of inconvenience, if any, which may be suffered by him/her/them due to such developmental/construction activities or incidental/related activities.

xiii. The Promoter shall arrange that Maharashtra State Electricity Distribution Company Ltd. ('M.S.E.D.C.L.') or any other Power Utility shall directly provide electricity to purchaser of each flat, to all the entities in the entire scheme, and electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the Promoter shall not be responsible for short supply of electricity. Each society, including the said Society in the proposed project shall be supplied with a generator set back up for

common areas, which shall be exclusively maintained by that society or the apex body as the case may be.

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

42. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Flat/Unit/Apartment or of the said plot and building or any part thereof. The Allottee/Purchaser/s shall have no claim save and except in respect of the Flat/Unit/Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the structure of the building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apes Body/Federation as herein before mentioned.

43. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-

a. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Flat/Unit/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/Purchaser/s who has taken or agreed to take such Flat/Unit/Apartment.

b. The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.

c. The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.

d. The Allottee hereby has accorded his/her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same.

e. However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses.

44. The Promoters/Developers has informed the Purchasers that they had obtained construction finance on the said land/property by mortgaging the said land to Bajaj Housing Finance Limited and as per the terms of the loan agreement Bajaj Housing Finance Limited. The said fact has been informed to the purchaser and they have no objection for the same.

45. PURCHASER'S DECLARATIONS

a) The Promoter herein has specifically informed the Allottee and the Allottee herein is also well aware that the Promoter herein is developing the present scheme on the said land, with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations, or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/water of adjacent terraces/sit outs/roofs shall always have proper flow and should not obstruct the same in any manner.

b) The Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Apartment to the Allottee herein on ownership basis, subject to the terms and condition of this agreement.

c) The nature of organization of persons to be constituted of all Purchaser/s units in the said building or project to which title to the buildings in the said project is to be passed being a Co-operative Housing Society governed by the provision of the Maharashtra Co-operative Societies Act, 1960.

d) The Allottee herein declares that in the present project, the Promoter herein are providing amenities/material/plant and equipment in common facilities like club house and which has to be operated/used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible.

e) The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

f) 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/her/their use or occupation of his Flat/Unit/Apartment and he/she/they can cohabit in the said Flat/Unit/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.

g) 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 condominium to such a new Allottee/s and such membership will be given by accepting only membership fee and no other consideration. 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 condominium, 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 condominium to be formed as envisaged herein.

h) The Covered/closed/stack/Mechanized parking space, if any, below the podium level, adjoining the present building and /or otherwise in the whole project are meant for the whole project and the exclusive right of user of such Covered/closed/stack/ Mechanized parking spaces will be available for allotment by the Promoter to any of the unit purchasers in any building in any of the projects forming part of the said whole project.

i) The Allottee agrees to pay the maintenance charges for Mechanized/puzzled parking, if available or allotted, as determined by the Promoter or Society/association of allottees, as the case may be. Further all equipment's, fixtures and fittings for such mechanized/puzzled parking, if available or allotted, to be maintain by the Allottee. However the electricity bill will be borne by the Society only.

j) The Purchaser/s has been expressly made aware by the Promoter of the fact that the Promoter has made and will be required to make a substantial investment in the said building as part of the said whole project and for due completion thereof and that relying, inter-alia, on the assumption that the Purchaser/s herein and the other purchasers of Units in the said

building will make payment of the installments towards the balance purchase price of their respective Units at the times stipulated for payment therefore, the Promoter have undertaken statutory and contractual liabilities towards the Purchaser/s herein and the purchasers of other Units in the said building. The Purchaser/s has been fully made aware of the fact that if the Purchaser/s herein seek to rescind the proposed purchase of the said Unit (except on account of any delay on the part of the Promoter in completing the said Building and the said Unit), such recession shall adversely affect the said building being implemented by the Promoter. Keeping the above facts and circumstances in mind, it has been agreed by and between the promoter and the purchaser/s that in the event of the Purchaser/s not being desirous of purchasing the said Unit and, as a consequence, the Purchaser/s seeking to rescind these presents, the Promoter shall be obliged to refund without interest the amounts paid by the Purchaser/s to the Promoter under the terms hereof after deducting therefrom a sum equivalent to 10 (Ten) percent of the agreed lump sum price / consideration of the said Unit which shall stand forfeited. Further, the Promoter shall be liable to make such refund only after the Purchaser/s have executed and registered a Deed of Cancellation in respect of the said Unit. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim on the Promoter to the extent of the amount to be refunded by Promoter to the Purchaser/s.

k) The Promoter/ Developer shall be entitled to allot by way of lease or license any portion of the said land to any Government/Semi Government/ Local authority/ MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. Etc. The Purchaser / Allottee/s shall not be entitled to raise any objection or grievance about the same.

l) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system/ equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate, upgrade, maintain and run the above mentioned equipment's, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Purchaser(s) agrees to contribute to costs involved in these processes on prorate basis or as decided by the ultimate organization. The purchaser(s) will not hold the promoters accountable for any penalty or action taken by any authority for failure on the part of Purchaser(s) or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment's/devices and processes.

46. BINDING EFFECT:-

a) Forwarding this Agreement to the Allottee/Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee / Purchaser/s until, firstly the Allottee/Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payments plan within 30 days from the date of receipt by the Allottee/Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee/Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee/ Purchaser/s and/or appear before the Sub-registrar for its registration as and

when intimated by the Promoters, then the Promoter shall serve a notice to the Allottee/Purchaser/s for rectifying the default, which if not rectified within 7 days from the date of its receipts by the Allottee/Purchaser/s, application of the Allottee/Purchaser/s shall be treated as cancelled and all sums deposited by the Allottee/Purchaser/s in connection therewith including the booking amount shall be returned to the Allottee/Purchaser/s without any interest or compensation whatsoever.

b) The Developer/Promoter has specifically explained to the purchasers that, the said layout of the present is having 12 Mtr. wide existing road towards the East side of the layout and the 12 Mtr wide internal road of North side the promoter/ developer has kept which goes till the remaining area (open Space and amenity) of the said land. The said 12M wide internal road of the layout shall be always kept open for right of the said Promoter/Developer and the proposed society and the present purchaser shall not object the usage of the said road by the Promoter/Developer or their authorized persons or the proposed buyers. The right of way shall always be with the said developer promoter or with the proposed society or his agent or authorized persons.

47. ENTIRE AGREEMENT:- This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Flat/Unit/ Apartment/building, as the case may be.

48. RIGHT TO AMEND:- This Agreement may only be amended through written consent of the Parties.

49. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ PURCHASER/S/SUBSEQUENT ALLOTTEE/PURCHASER/S:- The subsequent purchaser of the said Apartment absolutely consents to abide by all terms and condition of this 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 Purchaser/s within stipulated period laid down by relevant law/s time being in force, the Allottee/s/subsequent purchaser 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.

50. SEVERABILITY:- If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the rules and Regulations made there under 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 there under 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.

51. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:- Wherever in this Agreement it is stipulated that the Allottee/Purchaser/s has to make any payment, in common with other Allottee/Purchaser/s in Project, the same shall be proportion which the carpet area of the Flat/Unit/Apartment bears to the total carpet area of all the Flat/Unit/Apartments in the Project.

52. FURTHER ASSURANCES:- Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Flat/Unit/Apartment shall be subject to all the following conditions (each/either applicable in the context of the specific sale).

a) There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.

b) The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

c) The size of the board and lighting arrangements for Flat/Unit shall be restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoter/s.

d) No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.

e) Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s.

f) The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s Architect in writing.

g) The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority.

h) The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.

i) During the development or any construction activity on the said project no separate fencing and gate will be allowed for separating any particular work for whatsoever reason. All purchaser/s in all buildings/wings shall have free access to the entire project.

j) In the event the co-operative housing society being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc of the said society holders shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units.

k) The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

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

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

55. That all notices to be served on the Allottee/Purchaser/s and the Promoter as contemplated this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser/s or the Promoter by Registered post A. D. or notified Email ID/Under certificate posting at their respective addresses specified at the index of this agreement. It shall be the duty of the Allottee/Purchaser/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/Purchaser/s, as the case may be.

56. **NO GRANT DEMISE OR ASSIGNMENT:-** None of the actions, concessions or indulgence shown by the Promoter shall be presumed and/or be treated and/or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the developers under the advance disbursement facility (ADF)
57. **JOINT ALLOTTEE/PURCHASER/S**:- That in case there are joint Allottee/Purchaser/s all communications shall be sent by the Promoter to the Allottee/Purchaser/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 Allottee/Purchaser/s.
58. **STAMP DUTY AND REGISTRATION**:- The Allottee/Purchaser/s shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata consideration thereof and all other Agreements or Final Conveyance Deed which is to be executed by the promoter in favour of Society in which the Allottee/Purchaser/s will be a member. The Allottee/Purchaser/s have informed the Promoter/s that the Allottee/ Purchaser/s may act as an Investor and as per the Maharashtra Stamp Act 1958 schedule I Article 5(g-a) (II) if the Allottee/Purchaser/s transfers/Assignees the rights under this Agreement to any subsequent Allottee/Purchaser/s within a period of 1 year, the Allottee/Purchaser/s is entitle to get adjusted the stamp duty payable on such transfers/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25. Hence the Allottee/Purchaser/s has paid proper stamp duty along with appropriate registration fees for this Agreement herewith. Stamp duty herein is affixed on the market value/document value which is more than market value as adjudicated by the Registrar of Assurances, Pune.
59. **DISPUTE RESOLUTION**: - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Concern Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 Rules and Regulations there under.
60. **GOVERNING LAW:-** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for time being in force and the Pune courts will have the jurisdiction for the Agreement.

THE SCHEDULE A

(DESCRIPTION OF THE SAID FLAT/UNIT)

The Flat/Unit/Apartment bearing No. _____ having area admeasuring situated on the _____ floor in the building _____ in the proposed project known as **"Majestique Nest"** together with terrace having area admeasuring about _____ Sq. mtrs, enclosed balcony having area admeasuring about _____ Sq. mtrs, Dry terrace having area admeasuring _____ Sq. mtrs. including the proportionate right to use of all common areas and facilities appurtenant to the Flat/unit.

THE SCHEDULE B

(DESCRIPTION OF THE SAID LAND)

All that piece and parcel of the land bearing S. no. 152/9B/1 total area admeasuring 01 H 31 R and S. no. 152/5B area admeasuring 00 H 16.33 R out of the total area 00 H 49 R and 152/4 area admeasuring 00 H 67 R out of the total land 01 H 20 R i.e. collectively area admeasuring 02 H. 14.33 Ares i.e. 21,433 Sq. Mtrs lying and situate at Village Fursungi Tal. Haveli, Dist. Pune and within the limits of Grampanchayat, which is collectively bounded as under:-

On or towards the:-

East :- Road
South :-S. no. 152 part at village Fursungi
West :- S. no. 152 part at village Fursungi
North :- S. no. 152 part at village Fursungi

Along with all easementary rights of way and all benefits and other rights and all the things attached to it and on, over, above and below it.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Article of Agreement at Pune in the presence of attesting witness, signing as such on the day first above written.

PROMOTER/S/DEVELOPERS			
M/S. MAJESTIQUE ASSOCIATES through its authorized partner Majestique Landmarks Private Limited through its authorized Director Mr. Manish D. Maheshwari	Photo	Sign	Thumb

OWNERS/CO-PROMOTERS			
MR. MARUTI SITARAM KALE & OTHERS through their POA holder M/S. Majestique Associates through its authorized partner Majestique Landmarks Private Limited through its authorized Director Mr. Manish D. Maheshwari	Photo	Sign	Thumb

ALLOTTEE/PURCHASER/S			
MR.	Photo	Sign	Thumb
MRS.	Photo	Sign	Thumb

Witness:-

Sign	Name	Address
1)		
2)		

LIST OF ANNEXURES

Sr . no.	ANNEXURE	PARTICULARS (Authenticated copy)
1.	**A**	Certificate of Title issued by the attorney at law or advocate of the Promoter.
2.	**B**	Property Card or 7/12 extract of village showing nature of the title of the Original Owner/Co-Promoter to the said land
3.	**C-1**	Plans of the Layout as approved by the concerned Local Authority
4.	**C-2**	Plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project.
5.	**D-1**	Floor/unit plan and specification of said Flat/Unit/Apartment.
6.	**D-2**	CC/Vikas Parwangi and NA/NOC order
7.	**E**	**Amenities:-** 1. Club House 2. Gymnasium 3. Multipurpose Hall 4. Swimming Pool 5. Water Body and fountain 6. Gazebo 7. Landscaped Garden 8. Automatic Or Manual Elevators 9. 24 hours security & surveillance 10. Power back-up for common areas 11. Water softener plant 12. Indore Games 13. Play area for Kids **Specifications:-** 1. 2 X 2 Vitrified Tile Flooring 2. Granite Kitchen Platform with S.S. sink 3. Anti –Skid Ceramic Tile Flooring for Toilet 4. Toilet Dado up to Lintel Level 5. Good quality CP fittings 6. Aluminum Powder Coated Windows 7. Laminated Flush Doors 8. Concealed Electrical Wiring and Plumbing 9. Good quality Electrical Switches 10. Provision for A.C. point in second bedroom of 2 BHK units. 11. Good quality Sanitary Fitting.
8.	**F**	RERA Certificate no**.**