

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE (“this Agreement”)** is made and executed at Pune on this ... .. day of .....Two Thousand and Nineteen.

### BETWEEN

- 1) **NNP BUILDCON LLP, PAN-AAOFN8608F**, A Limited Liability Partnership formed and registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at ,VTP House 3rd Floor, S. No. - 34, Wadgaon Sheri, Pune - 411014 through its Designated Partner **MR. BHUSHAN VILAS PALRESHA**, Age-36 Years, Occupation - Business, .... Hereinafter referred to as **PROMOTER-1** for the sake of convenience only.
- 2) **MAHALUNGE LAND DEVELOPERS LLP, PAN-ABHFM1311J**, A Limited Liability Partnership formed and registered under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at “Solitaire World”, Level 8, Survey No.36/1/1, Opposite Regency Classic, Mumbai Bangalore Highway, Baner, Pune 411045 through its designated partner **MR. ASHOK CHORDIA/MR. ATUL CHORDIA** through Constituted Attorney **NNP BUILDCON LLP**, A Limited Liability Partnership formed and registered under the provisions of the Limited Liability Partnership Act, 2008 and having its registered office at , VTP House, 3rd Floor, S. No. -, 34, Wadgaon Sheri, Pune - 411014 through its Designated Partner **MR. BHUSHAN VILAS PALRESHA**, Age-36 Years, Occupation - Business..... hereinafter referred to as **PROMOTER-2** for the sake of convenience only.

The Promoter-1 and Promoter-2 are hereinafter collectively referred to as “**the Promoter**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last such survivor and their permitted assigns)

### .... PARTY OF THE FIRST PART

#### AND

#### 1. GUNEET SINGH NAGIA

Age: 32 years, Occupation: SERVICE,  
(PAN: AJJPN3223G)

R/At: - PLOT NUMBER 224, POCKET B-9, SECTOR 5, ROHINI, NEW DELHI : 110085

Hereinafter referred to as the “Allottee/s” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his /her / their (respective) heirs, executors, administrators and permitted assigns)

### .... PARTY OF THE SECOND PART

#### AND WHEREAS

- I. All that piece and parcel of the contiguous block of lands admeasuring 4,18,297 sq. mtrs. formed of the and bearing Survey Nos. 40 (2/1) 2, 40(2/2) 4, 40/3, 41 (1)2, 41/4, 42/1, 42(2)A, 42/3, 42/4, 42/5, 42/6, 42/7, 42/9, 42/10, 42/2-B, 42/8, 42/13, 43/1, 43/2/1, 43/2/2, 44/1, 44/2, 45(Part), 46/1, 46/2, 46/3, 46/4, 46/5, 46/6, 46/7, 46/8, 46/9, 46/10, 47/1, 47/2 and 47/3 all situate, lying and being at Village Mahalunge within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Mahalunge and whereas the said contiguous block is more particularly described in the **FIRST SCHEDULE** herein below written and the same is hereinafter referred to as “THE ENTIRE TOWNSHIP LAND“

- II. The Entire Township Land was originally owned by River View Properties Private Limited. The River View Properties Private Limited was desirous of implementing a "Special Township Scheme" on the entire township land as contemplated under the Notification dated 04.04.2008 bearing No. TPS 1808/ 370/ CR - 83/08/ UD - 13 read with Corrigendum Order dated 1.07.2008 of the Government of Maharashtra and read with letter dated 31.10.2008 granted Location Clearance to the Promoter for implementation Of a Special Township Scheme/Project thereon.
- III. Pursuant to Application made in that behalf the office of the Collector District Pune issued its Letter of Intent dated 07.06.2008 bearing No. PMA/CR/ 08/ 2008 in respect of the Special Township Project proposed to be implemented on the entire township land whereas the term originally stipulated in the said Letter of Intent was extended from time to time from the office of the Collector, Dist. Pune on application made by the River View Properties Private Limited and the said Letter of intent is valid and subsisting.
- IV. The River View Properties Private Limited has complied with the conditions stipulated in the said "Location Clearance" and the said "Letter of Intent" so far as the same pertains to procuring permissions / Consents/ NOC of various Departments of the Government of India, Government of Maharashtra pertaining to setting up of the said Special Township Project on the entire township land by the said Owner;
- V. The abovementioned Location Clearance and Order of Intent was issued by the Government of Maharashtra/office of Collector, District Pune in the joint names of The River View Properties Private Limited and Pune Mumbai Realty Private Limited ( A company forming Part of the Kul Group of Companies, of which the River View Properties Private Limited is also a constituent:
- VI. The Pune Mumbai Realty Private Limited amalgamated its adjoining property with the present township under development to form the extended township:
- VII. The River View Properties Private Limited decided to implement the said scheme on the entire township land in a "Phase-wise" manner:
- VIII. The River View Properties Private Limited has procured sanction of the Office of the collector, District Pune for the Building Plan, in respect of construction of Buildings containing Residential Flats on a portion out of the said entire township land as contemplated under Regulation 6 of the Regulations for Development of Special Townships made by the Government of Maharashtra;
- IX. In pursuance of various orders obtained by River View Properties Private Limited, the River View Properties Pvt. Ltd. has completed development of project 1 land admeasuring 4 Hectares 15.97 Ares equivalent to 41597.11 Sq. Mtrs. Together with project 1 buildings standing thereon consisting of 18 project-1 buildings (Tower T2 to T8) and a school out of Project-1 land and also obtained completion certificate in respect of said buildings from PMRDA vide completion certificate bearing No.1836/15-16 dated 11/04/2017 and Completion Certificate Bearing No.1836/15-16 dated 31/07/2017 respectively & the Society has also been formed by the River View Properties Private Limited. Thereafter the River View Private Limited also started construction of Building No. B and G on the land admeasuring 1321.05 sq.mtrs out of Entire Township Land.
- X. However Due to some unavoidable reasons, the River View Properties Private Limited could not complete the development of entire township land and therefore decided to sell the entire township land to prospective purchaser/s.
- XI. The River View Properties Private Limited executed Sale Deed dated 16/04/2018 in favour of The Mahalunge Land Developers LLP and thereby sold and conveyed land admeasuring 38 Hectare 82.23 Are i.e. 3,46,626.2 Sq.mtrs along with FSI thereon carved of entire township land to Mahalunge Land Developers LLP i.e. Promoter-2 herein. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No.20 at serial No. 5177 of 2018 on the same day. The River View Properties Private Limited also delivered vacant and peaceful possession of said Land to Mahalunge Land Developers LLP.
- XII. The KUMAR URBAN DEVELOPMENT PVT. LTD( formerly known as River View Properties Private Limited) also executed Sale Deed dated 29/03/2019 in favour of Mahalunge Land Developers LLP i.e. Promoter-2 and thereby sold and conveyed land admeasuring 28752.64 Sq. Mtrs. out of entire township land to Mahalunge Land Developers LLP. The said Sale Deed is duly registered in the office of Sub-Registrar Haveli No.20 at serial No. 5411 of 2019 on the same day. The River View Properties

Private Limited also delivered vacant and peaceful possession of said area to Mahalunge Land Developers LLP. Thus, in pursuance of sale deed dated 16/04/2018 and sale deed dated 29/03/2019, the Mahalunge Land Developers LLP i.e. Promoter-2 herein owns and possess the admeasuring 416975.95 sq. mtrs. out of said entire township land, which is more particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SAID LARGER LAND** for the sake of convenience only.

- XIII. The Promoter-2, got Proposed Land Use (PLU) the sanction from the office of PMRDA Pune for master layout (for zoning) vide Letter dated 28/02/2019 bearing No. BMU/C.R.NO.145/18-19.
- XIV. The Promoter-2 herein has decided to construct buildings consisting of tenements on the said larger land in phase wise manner. Accordingly, the said Promoter-2 had prepared layout of building plans of the various buildings, to be constructed on Sector R-1 of land admeasuring 72214.00 Sq. Mtrs. out of said larger land & procured sanction from Pune Metropolitan Regional Development Authority vide commencement certificate bearing No. BMU/MHALUNGE/S.NO. 40 and others/SECTOR R1/1626/18-19 dated 29/03/2019 and also submitted building plans of the various buildings, to be constructed on Sector 2 admeasuring 30993.00 Sq. mtrs. out of said larger land & procured sanction from Pune Metropolitan Regional Development Authority vide commencement certificate bearing No. BMU/MHALUNGE/S.NO. 40 and others/SECTOR R-2/1634/18-19 dated 29/03/2019.
- XV. The Mahalunge Land Developers LLP i.e. Promoter-2 executed Agreement to Sell dated 20/03/2019 in favour of NNP Buildcon LLP, A Limited Liability Partnership formed and registered under the provisions of the Limited Liability Partnership Act, 2008 (who is hereinafter referred to as a **"PROMOTER-1"** for the sake of convenience only) and thereby entrusted Development Rights in respect of land admeasuring 61,263.95 sq. mtrs. carved out of said larger land. The said Agreement to Sell is duly registered in the office of Sub-Registrar Haveli No. 20, Pune at Serial No. 4825/2019 dated 20/03/2019. Along with Power of Attorney is duly registered in the office of Sub-Registrar Haveli No. 20, Pune at Serial No. 4826/2019 dated 20/03/2019.
- XVI. The Mahalunge Land Developers LLP i.e. Promoter-2 also executed Agreement to Sell dated 30/03/2019 in favour of NNP Buildcon LLP, i.e. Promoter-1 herein and thereby entrusted Development Rights in respect of land admeasuring 28752.64 sq. mtrs. carved out of said larger land. The said Agreement to Sell is duly registered in the office of Sub-Registrar Haveli No. 20, Pune at Serial No. 5509/2019. Along with Power of Attorney is duly registered in the office of Sub-Registrar Haveli No. 20, Pune at Serial No. 5510/2019.
- XVII. In pursuance of aforesaid agreement to sell dated 20/03/2019 and 30/03/2019, the NNP Buildcon LLP ie. Promoter-1 has every right to develop land admeasuring 90016.59 Sq. Mtrs. out of said larger land which is more particularly described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as a **"SAID PROPERTY"** for the sake of convenience only.
- XVIII. By virtue of the said Agreement to Sell and the Power of Attorneys, the Promoter-1 have entrusted sole and exclusive rights to sell the residential/Commercial units to be constructed by the Promoter-1 on the said property and to enter into agreements with the Prospective Allotte/s and to receive sale consideration in respect thereof.
- XIX. The Promoter-2 has got prepared Layout Plan, out of which the Promoter no-1 has development rights of 90,016.61 Sq. Mtrs. consisting of 1 Commercial Building & 15 Residential Buildings, Open Spaces, amenity space, Space for STP, space for WTP, space for electrical sub-station, entrance gate, area under Internal Roads and pathway, hereinafter collectively referred to as **"THE SAID ENTIRE PROJECT"**. The Said Entire Project is sub-divided into Four projects being, (1) **VTP ALPINE** having 1 residential buildings [out of R-1 cluster(phase-1)], **VTP LEONARA** having 8 residential buildings, **VTP BEL AIR** having 6 residential buildings and Project namely Commercial building known as **VTP TOWN SQUARE** herein after referred as **"THE SAID BUILDING/S"**.
- XX. Consisting of 1 Open Space & total 6 Buildings, Building/Wing No. A, B, C(C1 & C2), D (D1& D2) is having Basement+ Upper Basement + Podium + 22 floors, & out of Which Building/Wing No. E & F is presently sanctioned upto, Basement+ Upper

Basement + Podium + 15 Floors & 7 floors shall be sanctioned as per further revised sanctions, which are being constructed on Sector R-2, Subject to proposed expansion of building or as may be permitted by the competent authority from time to time. The Allottee/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The buildings in Said Project Land are referred as "**THE SAID BUILDING/S**".

- XXI. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority.
- XXII. The Promoter has at present decided to develop out of the Notified Township Lands, a portion admeasuring about 30,993 sq.mtrs out of the said Project land i.e. "**VTP BEL AIR**", which is more particularly described in the **FOURTH SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROJECT LAND** for the sake of convenience only. "**VTP BEL AIR**", consists of 8 Consisting of 1 Open Space & total 6 Buildings, Building/Wing No. A, B, C (C1 & C2), D (D1& D2) is having Basement+ Upper Basement + Podium + 22 floors, & out of Which Building/Wing No. E & F is presently sanctioned upto, Basement+ Upper Basement + Podium + 15 Floors & 7 floors shall be sanctioned as per further revised sanction on Sector R-2 of entire township project; Subject to proposed expansion of building or as may be permitted by the competent authority from time to time. The Allottee/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- XXIII. The Promoter has explained in detail and the Allottee/s has/have fully understood that, the Promoter desires to develop the Township comprising of various Towers, club houses, gardens, open spaces etc. in a pre-determined, pre-designed orderly and systematic manner and to be maintained and managed through one or more agencies such as Maintenance Company, &/or Service Company etc. The Promoter-2 desires that the development of the Township shall be undertaken and completed as per the sanctioned Master Lay-Out, which may be revised for the purpose of achieving more beneficial development;
- XXIV. The Promoter-2 entered into a standard Agreement with VK:e (Project Architect) who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the Promoter has appointed JW Consultants(RCC Consultants) for the preparation of the structural design and drawings of the said buildings and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer till the completion of the Project, provided however that the Promoter reserves the right to change the said Architects and Structural Engineers and other consultants at any time before the completion of the Project;
- XXV. The Promoter herein have absolute authority to obtain revised sanction to the building plans and have absolute right to sell, lease, mortgage, etc. the residential premises and tenements in the building which is constructed on the said property and further have absolute authority and right to allot exclusive right to use terraces, reserved/restricted areas, space for advertisements on the terrace of the building, etc. in the building, which is constructed on the said property by the Promoter and to enter into agreements with the Allottee/s, etc. and to receive sale price and deposit and other charges in respect thereof.
- XXVI. The Promoter evolved a scheme for constructing building/s on the said property consisting of flats/shops/offices/tenements and to allot and sell the same to the prospective Allottee/s thereof on ownership basis on the condition, among others, that such Allottee/s shall pay their taxes, dues and strictly comply with the terms and conditions of their respective agreements with the Promoter.
- XXVII. The Allottee/s shall not object to the Promoter-1 from obtaining requisite finance for causing the development and construction on the said **Project** or any other part of the Entire Project and to develop other infrastructure from the banks/ financial institutions etc. and for the said purpose to create mortgage/charge on the said **Entire Project** and the units and/or Towers being constructed thereon. The Promoter has further represented to the Allottee/s that, the said lender has accorded its NOC in writing for the Promoter to enter into this agreement pertaining to the said Unit in favour of the Allottee/s.

- XXVIII. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA") and Real Estate (Regulation and Development) Act 2016 ("**RERA**") and the Rules and Regulations made thereunder.
- XXIX. The Allottee/s being fully satisfied with the title of the Promoters in respect of the said property and further in respect of the said Flat (as defined in these presents) and the Promoter's right to construct, allot and sell various Flats/Units in the building/s to be constructed in the said Project, the Allottee/s hereby confirms, agrees and undertakes that he/she/it shall not raise any requisitions or objection with regard to the same.
- XXX. The Promoter has annexed the following documents as annexures namely; with Said Master Layout Plan of the Said Project is shown on the plan annexed hereto as **ANNEXURE 1**. The Building/Tower Location Plan is annexed hereto as **ANNEXURE 2**. The Floor Plan showing the Said Unit is annexed hereto as **ANNEXURE 3**. The specifications for the Unit are annexed herewith as **ANNEXURE 4**. The Common facilities which shall be provided for the Said Project is annexed herewith as **ANNEXURE 5**. Copy of the sanction letter/ commencement certificate issued by PMRDA is annexed hereto as **ANNEXURE 6**. The N. A. Order is annexed hereto as **ANNEXURE 7**. The Copies of 7/12 extract of the Said Land is/are annexed hereto as **ANNEXURE 8** and The Copy of RERA Certificate is annexed hereto as **ANNEXURE 9**. The Township Notification which is annexed hereto as **ANNEXURE 10**. The Letter of Intent is annexed hereto as **ANNEXURE 11**. The Title Report is annexed hereto as **ANNEXURE 12**.
- XXXI. The Allottee/s consents and acknowledges that the Promoter proposes to amend the building plan as is sanctioned/approved by the PMRDA, subject to receipt of sanction from the appropriate concerned authorities and the Promoter proposes to construct, in the future, subject to the approvals from the PMRDA and the concerned authorities in accordance with the proposed plans and specification.
- XXXII. The Promoter-2 has got approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, and 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 the Promoter has accordingly commenced construction of the said building/s in accordance with the said sanctions/approvals.
- XXXIII. After fully understanding and acquainting himself /herself/ itself of the development, maintenance and management of the amenities & facilities of the Entire Project & the Said Project, the Allottee/s has/have approached the Promoter for allotment of a Residential Flat bearing No. "**B-2106**" admeasuring **47.06**sq. mtrs carpet area inclusive of the areas of balconies and exclusive of the Enclosed Balcony having carpet area **9.2** sq. Mtrs, terrace having carpet area **3.14** sq. Mtrs to the said Flat/Unit (hereinafter referred to as "**THE SAID FLAT**") to be situated on the **21ST Floor** of Tower/Building/Wing "**B**" (hereinafter referred to as "the said Building") of the said Project to be known as "**VTP BEL AIR**", which is more particularly described in the **FIFTH SCHEDULE** and marked in the Floor plan which is attached herewith as Annexure "3" means the net usable floor area of an flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the flat.
- XXXIV. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

XXXV. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of **Rs.430472/- i.e (Rupees Four Lakh Thirty Thousand Four Hundred & Seventy Two Only)**, being part payment of the sale consideration of the said Flat agreed to be sold by the Promoter to the Allottee/s & Allottee/s has paid advance payment or Application Fee in following manner:

SNo.	Amount	Cheque No.	Date	Bank Name
1	27000	239353	01-05-2019	ICICI Bank
2	18,472	RRN-91251050123	05-05-2019	Online Payment
3	60000	RRN-914507194317	25-05-2019	Online Payment
4	200000	RRN-914507168827	25-05-2019	Online Payment
5	75000	RRN-914507189066	25-05-2019	Online Payment
6	50000	RRN-914507183949	25-05-2019	Online Payment
Total	430472			

(the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the sale consideration of the unit as prescribed in the payment plan as may be demanded by the Promoter within the time and manner specified therein.

- I. Under section 13 of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, the Promoter is required to execute a written Agreement for sale of said Flat with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- II. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell.

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

**1. DEFINITIONS:**

The parties hereto admit and confirm the definitions of certain terms used in this agreement as follows:

- 1.1 **THE 'SAID ENTIRE TOWNSHIP LAND':** The contiguous block of land admeasuring 4,18,297 Sq. mtrs. formed of the lands bearing Survey Nos. 40 (2/1) 2, 40(2/2) 4, 40/3, 41 (1)2, 41/4, 42/1, 42(2)A, 42/3, 42/4, 42/5, 42/6, 42/7, 42/9, 42/10, 42/2-B, 42/8, 42/13, 43/1, 43/2/1, 43/2/2, 44/1, 44/2, 45(Part), 46/1, 46/2, 46/3, 46/4, 46/5, 46/6, 46/7, 46/8, 46/9, 46/10, 47/1, 47/2 and 47/3 all situate, lying and being at Village Mahalunge within the Registration Sub-District of Taluka Mulshi, District Pune.
- 1.2 **THE 'SAID LARGER LAND':** All that piece and parcel of land area collectively admeasuring about 416975.95 sq. mtrs., carved out of said entire township land lying, being and situate at village Mahalunge, Taluka Mulshi, District Pune (excluding land area admeasuring 1321.05 Sq. Mtrs. under Building NO. B and G)
- 1.3 **SAID PROPERTY:-**
  - 1.3.1 All that piece and parcel of land area collectively admeasuring about 90016.59 sq. mtrs., carved out of said larger land, being and situate at village Mahalunge, Taluka Mulshi, District Pune carved out of said larger land.
  - 1.3.2 The right to claim, utilize and consume entire Floor Area Ratio/Floor Space Index (FAR/FSI) as defined, available, granted and permitted on global basis under the rules and regulations framed or which may be framed from time to time by the PMRDA, Collector of Pune or the Government of Maharashtra under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (MRTP) and/or such other statutes and rules in respect of or relating to the said property (herein after referred as "Global FSI")

- 1.3.3 All the primary and/or ancillary and/or supplementary and/or residuary rights, title, interest, claims, statutory and/or contractual of the Owner /Promoter in and over and/or in respect of and/or relating to the said Township Land (hereinafter referred to as Rights and Responsibility of Promoter under the Township Policy).
- 1.4 **PROJECT LAND** : All that piece and parcel of land or ground admeasuring 30,993 sq. mtrs being a portion of the said property out of the said Layout to be used for the construction of Eight (8) multistoried buildings/ on said property and common amenities for residents of **'VTP BEL AIR** as per the sanctioned building plans. Hereinafter referred to as **'SAID PROJECT LAND'**.
- 1.5 The **'UNIT'** : means a structure of residential or commercial premises consisting of flat, bungalow, twin bungalow, shop, office, utility spaces, , showroom etc constructed in any project on the said Entire Township Land.
- 1.6 The **'SAID FLAT'**: means a separate and self-contained residential Unit in the said **'VTP BEL AIR** project of various sizes/areas/designs constructed as per the sanctioned building plans. Including balconies plus adjacent terrace, (if any), along with the allotment of car parking space, (if any,) which is agreed to be purchased by the allottee/s under this agreement.
- 1.7 The **'CARPET AREA'**: means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit, it is clarified that internal columns / shear walls embedded as a part of internal partition walls are included in carpet area.
- 1.8 **TOWNSHIP MAINTENANCE AGENCY ('TMA')**: the Promoter-2 shall be entitled to delegate or assign the said maintenance work of Overall Township Amenities or parts thereof to any other person/s on such terms and for such consideration as the Promoter at its discretion may think proper, said Promoter-2 and such other person/s for the maintenance work of Overall Township Amenities to be provided by the Promoter-2 to the said project or parts thereof on such terms.
- 1.9 **"OVERALL TOWNSHIP AMENITIES"**:- All the Township Level Amenities and Common utilities of the said Township required under the Development Rules of said project such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, etc herein the said Township Amenities and the said Township utilities shall collectively be referred to as said **'OVERALL TOWNSHIP AMENITIES'**.
- 1.10 **'TOWNSHIP MAINTENANCE CHARGES' ('TMC')**: means and includes contribution collected from all entities in the said project towards the maintenance of the said Overall Township Amenities by the Promoter-2 or the TMA.
- 1.11 **SHARE AREA**: Means carpet area + balcony area + sit-out / verandah area pertaining to the individual flat on which maintenance charges will be calculated.
- 1.12 **OPTIONAL FACILITIES**: - Means Paid Facilities Of the township level which shall be owned and managed by Promoter-1. The Promoter-1 shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a Society corporate. Hereinafter such other person, company or a Society corporate called as said **'Owner-Operator'**.
- 1.13 **'VTP BEL AIR Project Maintenance Charges**: - will comprises of share of **'VTP BEL AIR** Project maintenance charges for maintaining utilities and facilities in **'VTP BEL AIR'** project to be contributed by members of various units in said **'VTP BEL AIR'** Project.

## 2. INTERPRETATION:-

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply –

- 2.1 References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- 2.2 References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- 2.3 References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;

- 2.4 Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- 2.5 To the extent to which any provision of this Agreement conflicts with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- 2.6 Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- 2.7 Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- 2.8 Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', and 'herself' etc. whenever the reference is to female Allottee/s. These expressions shall be deemed to be modified and read accordingly whenever the Allottee/s is a body corporate or a partnership firm.
- 2.9 Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- 2.10 References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- 2.11 Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- 2.12 The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile transmission and/or through email.
- 2.13 The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

**3. RECITALS, SCHEDULES AND ANNEXURE(S) TO FORM INTEGRAL PART OF THE AGREEMENT**

- 3.1 Parties agree and confirm that the Recitals shall form an integral part of the operative part of this Agreement as if the same are incorporated herein verbatim. Schedules and Annexures hereto shall also constitute an integral part of this Agreement.
- 3.2 Capitalized terms used hereinafter shall have the meaning assigned to them in the "Interpretation" Clause.

**4. THE PROMOTER HAS EXPLAINED TO THE ALLOTTEE/S AND THE ALLOTTEE/S HAS/HAVE WELL UNDERSTOOD THAT:**

- 4.1 The Promoter intends to form separate/joint entities (Co-Operative Hsg. Society/Association Flat/Apex Society/Federation) of the Allottee/s of units in various buildings/towers being carried out on the said property and execute and register or cause to be executed and registered the conveyance of the concerned land along with the Towers/buildings/structures constructed thereon in favour of the concerned entity, wherein the land and buildings i.e. structures of the units constructed thereon, shall belong to such entities as per their respective deed of conveyance and the members thereof shall have rights to use and occupy their respective flats/units/premises. All such entities are hereinafter collectively referred to as 'the said entities'. The Promoter desires to form a Co-operative Hsg. Society classified as 'tenant co-partnership society' on the said Project land and shall desire to form one or more Apex society/ies or Federation/s for entities in said project. All unit Allottee/s in the said project land shall become members of such society, which is hereinafter referred to as 'the said society'.
- 4.2 the Allottee/s shall have no claim on any other part of the said Tower/Cluster except the said Flat, nor can make any claim or raise any objection to the development of the said Project land or the said township land or to any decision that the Promoter may take in that regard.
- 4.3 the Promoter shall have total discretion in the matter of development and maximum utilization of FSI of all the sectors or portions of the said Township Land and shall be entitled to develop, construct, sell and dispose of Apartments/flats/units/premises in the said building being constructed on the said Project land without being objected by the Allottee/s and said society, including the Allottee/s herein of the said Flat.



- 4.4 the Allottee/s shall have limited claim only in respect of the said Flat as envisaged under this Agreement,
- 4.5 the development of the said Project land shall be in phases and will be completed in due course of time as stated in this agreement,
- 4.6 the said project shall have various types of amenities, Facilities and Utilities out of which some township level amenities and/or facilities are paid facilities and some facilities will be free to use and which shall be changed from time to time. The said change shall be informed by the promoter to the Allottee/s from time to time.
- 4.6.1 Paid Facilities hereinafter referred to as the said '**OPTIONAL FACILITIES**' shall be owned and managed by Promoter. The Promoter shall be entitled to sell, convey, transfer and give it to operate of the Optional Facilities for consideration or otherwise, to any other person, company or a Society corporate. Hereinafter such other person, company or a Society corporate called as said 'Owner-Operator'
- 4.6.2 the 'TOWNSHIP AMENITIES' shall be owned by the Promoter and/or Mahalunge Land Developers LLP and will be maintained out of common contribution received from Said society/said entities/ unit Allottee/s in the said Project.
- 4.6.3 Common utilities of the said Township required under the Development Rules of Integrated Township Policy, such as township roads, drainage, sewage treatment plant, solid waste management, storm water system, hereinafter referred to as the said 'TOWNSHIP UTILITIES' shall be owned by the Promoter-2 and will be maintained out of common contribution received from said society/ entities/ unit Allottee/s in the said project,
- 4.6.4 Said Township Amenities and the said Township utilities shall collectively be referred to as said 'OVERALL TOWNSHIP AMENITIES'. The Parties hereto agree that those, Amenities & utilities not specifically mentioned in Annexure 5 are overall Township Amenities which are need to be maintained out of common contribution received from Said society/said entities/ unit Allottee/s in the said project shall be treated as said Overall Township Amenities and those facilities and amenities which are paid shall be treated as said Optional Facilities. The Overall Township Amenities shall vest in the Promoter-2 and/or to its assigns. The said Allottee/s herein or the said Society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules and regulations that may be framed from time to time by the Promoter or by its assigns and on payment of the township maintenance charges described herein.
- 4.7 The said Overall Township Amenities shall be maintained by the Promoter-2 and shall be entitled to delegate or assign the said maintenance work or parts thereof to any other person/s on such terms and for such consideration as the Promoter-2 at its discretion as may think proper. Such Promoter-2 and/or other person/s is/are hereinafter collectively called as said 'TOWNSHIP MAINTENANCE AGENCY' – for short 'TMA' and the said Overall Township Amenities shall be maintained by the TMA out of collection of maintenance charges from different entities of the said project, such charges herein after referred to as the said Township maintenance charges in short- TMC.
- 4.8 the 'Owner-Operator' of the said Optional Facilities shall be entitled to frame rules for operation and utilization of said facilities and shall be entitled to charge separate fees as applicable from time to time to the Allottee/s, and such 'Owner Operator' shall be entitled to make the same available to any third parties. Entitlement of the Allottee/s to the use of the said Optional Facilities is voluntary and he is not entitled to be obliged by the Operator to render the services in the said Optional facilities and allow the use thereof merely for the reason of his purchasing the said Flat in the said project. In case of non- payment or nonobservance of the Rules, the operator shall be entitled to discontinue the service to the Allottee/s and prevent use of the Optional Facilities.
- 4.9 The amenities of the said project will be as indicatively enlisted in Annexure '5, hereinafter referred to as the said PROJECT AMENITIES' and the same shall be owned by Promoter-1, The routine upkeep of such Project Amenities will be out of common funds collected from Allottee/s of the flat/s before the possession or anytime thereafter and any repairs, replacement, renovation, change or otherwise to the said Project Amenities shall be out of additional contribution/s determined by the said society and payable by the Allottee/s on demand to the promoter-1.

- 4.10 The restricted/ limited common areas and facilities, if any, reserved for specific Allottee/s shall be used exclusively by that Allottee/s. Upon the conveyance as envisaged under this Agreement, the said Society shall be entitled to own only the said Project Structure of Towers.
- 4.11 All the entities/societies including the said society in the said project shall promptly and without complaint pay their respective contribution of Township Maintenance Charges to the Promoter and/or TMA towards the maintenance of the said Overall Township Amenities out of common contribution collected from Allottee/s by the said Society/entities.
- 4.12 The said Project land will be conveyed by the Promoter-2 to the said Apex Society/Federation shall form in said township project subject to the above and other terms under this Agreement and the said terms will be part of the Deed of Conveyance.
- 4.13 On the Allottee/s's acceptance of the scheme of development of the said PROJECT LAND as explained above, the Promoter has agreed to sell the said Flat to the Allottee/s.
- 4.14 This Agreement lays down covenants on the part of the Allottee/s to be observed for the common benefit of all Allottee/s in the said Building, and the terms and conditions of the same shall be available for enforcement not only by the Promoter/TMA herein but also, as the case may be, by the Allottee/s of other flat/s in the said Building /said society and further, the said covenants of the Allottee/s shall also be binding on his heirs, nominees, executors, successors, administrators, transferees and assigns.
- 4.15 The Promoter has, prior to the execution hereof, as demanded by the Allottee/s has/have given inspection to the Allottee/s of all the documents of title relating to the said Township Land; copies of documents in respect of sanction of said project inter alia such as all Plans which are prepared by the Promoter's Architect orders, sanctions, permissions, licenses, clearances etc issued in favour of the Promoter by various local / government / semi government bodies and associates; right of Promoter to develop the said project; the user manual prepared by the Promoter and all other related documents as are specified under the Real Estate (regulation and Development) Act 2016 and the rules and regulations made there under and the Allottee/s has/have satisfied himself about the title of the Promoter to the said Township Land, rights of the Promoter to develop the said project and to allot and sell the said Flat. The Allottee/s has/have given specific confirmation that the responsibility of title of said project land shall be on Promoter up and until proposed conveyance.

## **5. CONSTRUCTION AND DEVELOPMENT OF THE SAID PROPERTY:**

The Promoter has initiated the construction of the said building on the said Property in the Project known as **VTP BEL AIR** consisting of Residential buildings, in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time except any alteration or addition required by any Government authorities or due to change in law. The approved plan has been seen separately approved by the Allottee/s, subject to such minor alterations and modifications as may be necessary due to structural and architectural reasons duly recommended and verified by the Architect subject to approval of the concerned authorities and/or as may be required by the concerned local authority/Development Controlling Authority/Government at the time of sanction of building plans from time to time. The Promoters agrees confirm that in the case of any other alterations or additions in the sanctioned plans, layout plans and specifications of the said Building or the common areas within the said Project, the same shall be undertaken as may be permissible under law. The Allottee/s hereby confirms that they shall not raise any objection with respect to the alterations carried out by the Promoter, and gives his/her/their irrevocable consent to the Promoters to carry out the same, provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Flat of the Allottee/s.

## **6. ALTERATIONS AND MODIFICATIONS IN SANCTIONED BUILDINGS PLANS:**

- 6.1 The Allottee/s hereby agree/s and confirm/s that the Promoter shall be entitled to exercise the powers and authorities set put below as if the Allottee/s had conferred the same upon and given written prior consent to the Promoter as may be required under the provisions of the said Act:-
- 6.1.1 There will be floating FSI in the said township Project and the said FSI shall be available exclusively to the Promoter at all times to be utilized by the Promoter on the said Larger Land or part thereof or said Property or part thereof or elsewhere as per the Township Plans at the sole discretion of the Promoter without the Allottee/s being entitled to make or raise any claim in this regard.
- 6.1.2 In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning understood to it by the Planning Authority under its relevant Building Regulations or Bye-Laws.
- 6.1.3 The Promoter shall be entitled to consume such F.A.R.as may be available respect of the said Larger Land or any part thereof or consume FA.R. which may be procured by the Promoter by way of Transfer of Development Rights(DR")or additional FAR which may become available for carrying out construction on the said larger Land or any part thereof on account of any change in the Development Control Regulations in force from time to time or otherwise howsoever at present or in future and for the purpose of consuming such F.A.R., TDR to construct extensions and/or additional floors and/or additional Building/s as the Promoter may think fit and proper inclusive of the future FSI in respect of the staircases, passages, Terraces etc., however not restricted o the purpose mentioned hereinabove The Promoter is entitled to pet the said FSI released to be utilized elsewhere in due course of time at its sole discretion and the Allottee/s irrevocably consents for the same.
- 6.1.4 After consuming such balance and/or additional F.A.R.TDR etc. by constructing extensions and/or additional floor/s containing Units, the Promoter shall be entitled to sell / dispose of such Units for such permissible user as the Promoter may think fit and proper to any person or person/s for such consideration as the Promoter may in its absolute discretion deem fit.
- 6.1.5 The Promoter shall also be entitled to consume additional FA.R. and balance available under Building Rules or by any special concession being granted by the Office of the Collector of Pune or any other authorities including the F.A.R. available in lieu of road widening, set back, reservation etc.,
- 6.1.6 The residual F.A.R.(FSI), if any, not sanctioned at the time of commencement certificate issued in relation to the said Tower/building will be available to the Promoter before or after registration of the society and also by virtue of amendment of D. C. rules and /or F.S.I. made available by way of floating FSI OR by way of transferable development rights of any other property which may be utilized by the Promoter on any building as it may decide. Notwithstanding anything contained in this Agreement to the contrary, the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR as stated in above paragraphs on any open space and /or on terraces above the Tower/s/building/s and/or extensions of the Tower/s 1 building/s either prior to or after completion of tower/s/building/s and even after, conveyance of the land (by way of lease) and Tower/s 1 Building/s by way of conveyance. The Promoter shall also be entitled to transfer or assign the said right to any other person. The Promoter is fully entitled to consume future FSI or TDR generated or unconsumed FSI or TDR on the said Larger Land / said Property and to sell the premises and appropriate the sale proceeds thereof. The Promoter shall have right of presumption and absolute and exclusive right to utilize and develop the residual or available RSI or which may be increased for whatsoever reason in respect of the said Larger Land/Said Property or any other FSI such as TDR or road widening FSI granted by the appropriate authority and shall be allowed to use the same on the said land by constructing building/s or raising any floors of the tower/building in which the Said Unit is housed and/or of the other tower/s/ building/s in the said Project known as "VTP BEL AIR" to be constructed on the said property. The Allottee/s shall provide all co-operation and facilities to the Promoter in this regard and shall not be entitled to raise any objection or claim against their Promoter. The Allottee/s herein has given his/her/their irrevocable consent for the aforesaid purposes.
- 6.1.7 Any final conveyance deed (by way of lease of land or conveyance of tower/building) in favour of the society formed of all or any of the Allottee/s of the units comprised in the Tower/s/Building/s in the complex to be known as "VTP BEL AIR" shall be

subject to such Pre-emption and reservation of the aforesaid right and authority of the Promoter. Further, the Promoter shall have absolute right and authority to dispose off such additionally constructed Units and such other developments and to receive the consideration and appropriate the profits thereof for the Promoter's own benefit. The Allottee/s and/or the ultimate body formed of all the Purchasers' of Units in the said Project shall be under an obligation to adopt and accept the Allottee/s of such additional premises as its members and they/it shall also not be entitled to object to the construction of the said additional premises on any ground whatsoever. In the event of any Society being formed or registered before the sale or disposal by the Promoter of all the units in the said tower/s/Building/s the powers and authorities of the said Society/ Societies so formed of the Allottee/s and the Allottee/s of the other units in the said Tower/s/Building/s shall be subject to the right of the Promoter and the overall control of the Promoter in respect of any of the matters concerning all the said Tower/s/Building/s and the Promoter shall have absolute authority and control as regards the disposal of the unsold units and other units including units of which the agreement are cancelled at any stage for some reason or other or of the additional storeys or structures to be constructed on the said Property as aforesaid and the Prospective Allottee/s shall be admitted as constituent of the said Society/Societies having the same rights and subject to the same obligations as the Allottee/s and other constituent of the said Society/ Societies may be entitled to and without any reservation or conditions whatsoever and subject to payment only of their contribution of the share moneys, the outgoings etc. on the basis and in the proportion as may be payable by the other constituents of the said Society and without payment of any premium or any transfer fees or other consideration of any nature whatsoever and the Allottee/s hereby agrees to give consent to admit such Allottee/s as constituents of such Society/Societies without raising any objection whatsoever.

- 6.1.8 The Promoter shall be permitted to make additions, alterations, extensions or construct additional structures on the said Property as may be approved by the local authority or any other Competent Authority so as to consume entire available F.S.I. prior to and even after the registration of the Societies on the Said Larger Land aforesaid, by constructing on the Said Property. Such additions, structures or floors shall be the exclusive property of the Promoter and the Promoter will be entitled to dispose off the same in any manner as the Promoter deems fit without adversely affecting the unit of the Purchaser/s. The Promoter has also reserved the right to change and alter the building plan, the elevation, Colour, the amenities, the facilities at their sole discretion without being required to take the consent of the Purchaser/s, however, if there is any major change or changes on account of such revision of plans in the said Units of the Purchaser/s, the same shall be communicated to the Purchaser/s. Such revision / modification / changes shall be binding on the Purchaser and Allottee/s shall not be entitled to claim any damages or compensation from the Promoter. The Allottee/s agree/s to permit and give the Promoter all co-operation and facilities for making such additions, alterations, extensions or constructing additional structures or floors on the Building/s / said property and further agree/s not to object to such constructions on the ground of nuisance, annoyance and/or for any other reason. Further that the Promoter and the 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 local authority at the time of granting Occupancy / Completion Certificate. It is hereby clarified that in the event the reservations, if any, in the said land are removed or its location is changed by the concerned authority, then the Promoter shall be entitled to develop the area previously demarcated as reserved and for this purpose will be entitled to amend or vary the scheme of development in respect of the said Larger Land / Said Property and the Allottee/s shall not object to the same.

The Allottee/s expressly consent/s to the same as long as the total area of the Unit/s is/are not reduced.

## **7. CONSIDERATION:**

- 7.1 The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Flat No. **"B-2106 "** admeasuring **47.06000000000002 sq. mtrs** carpet area inclusive of the areas of balconies and exclusive of the Enclosed Balcony having carpet area

**9.199999999999993 sq. Mtrs,** terrace having carpet area **9.199999999999993sq. Mtrs,** to the said Flat/Unit (hereinafter referred to as "The said Flat ")to be situate on the **21ST Floor** of Tower Building "**BEL AIR**" (hereinafter referred to as "the said Building") of the said project to be known as "**VTP BEL AIR**" on the said Property, more particularly described in **FIFTH SCHEDULE** hereunder written, for the consideration of **Rs.4547213 /- (Rupees FORTY FIVE LAKH FORTY SEVEN THOUSAND TWO HUNDRED THIRTEEN Only)** including Rs. 650000/- (Rupees SIX LAKH FIFTY THOUSAND Only) being the price for the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the ANNEXURE 5 annexed herewith. Furthermore, the Promoter has provided exclusive facility to use One Covered Parking Space to the Allottee/s herein.

- 7.2 The Allottee/s has paid on or before execution of this agreement hereby agree/s to pay the Promoter Total consideration of **Rs.4547213 /- (Rupees FORTY FIVE LAKH FORTY SEVEN THOUSAND TWO HUNDRED THIRTEEN Only)** in the following manner:

S.No	Particulars	% on A.V.	Amount (Rs.)
1	Booking Amount	10%	454721
2	After Agreement Within 15 Days	10%	454721
3	On Completion of Lower Basement parking	5%	227361
4	On Completion of Plinth.	15%	682082
5	On Completion of 3rd Slab Parking	5%	227361
6	On Completion of 6th Slab Parking	5%	227361
7	On Completion of 9th floor Slab	5%	227361
8	On Completion of 12th floor Slab	5%	227361
9	On Completion of 16th floor Slab	5%	227361
10	On Completion of 20th floor Slab	5%	227361
11	Uopn completion of brickwork of the said unit	5%	227361
12	Uopn completion of railings of the said unit	5%	227361
13	Uopn completion of internal plaster of the said unit	5%	227361
14	Uopn completion of flooring of the said unit	5%	227361
15	On Completion Of Lift , Entrance Lobby, Sanitaryl fittings Of The Said building/wing where the said unit is situated	5%	227361
16	At the Time of Possession	5%	227361
	<b>TOTAL</b>		<b>4547213</b>

- 7.3 It is hereby clarified that the Promoter shall be at liberty to simultaneously undertake two or more stages of construction/ items of Work set out in the

hereinabove Payment Plan and to demand from the Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments.

- 7.4 The Total Price/consideration amount above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Flat and the Promoters shall not be held liable, responsible for the payment of such charges at any time and for any reason whatsoever. Failure to pay such taxes, levies, duties, cesses, etc. will be treated as a breach of the terms and conditions of this Agreement by the Allottee/s. The Allottee/s shall make payment to the Promoter of "Central Goods and Service Tax" and "State Goods and Service Tax" as per the prevailing applicable rate under GST laws, if however at any time hereafter, the rates of such "Central Goods and Service Tax" and "State Goods and Service Tax" are increased or decreased by the Central and State Government respectively or make any changes in Input Tax Credit by the Central or State Government, the amount of GST payable by Allottee/s under this clause shall vary accordingly. The Allottee/s here by agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss, cost & consequences or damage suffered or incurred by the Promoter as a result of such variations & Allottee/s shall to raise any objection for the same. The consideration amount decided in this agreement is net off GST. Therefore the purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same. This clause shall be valid and applicable at all times even after the possession of the said Flat has been handed over by the Promoters to the Allottee/s. For the avoidance of doubt, the Promoter's decision as regards the quantum of such taxes, charges, duties, cesses, premiums, impositions, levies, shall be final and binding on the Allottee/s.
- 7.5 If for any reason in future, there is any change in any GST law, rule or regulation or in the interpretation or application thereof by any Governmental Authority i.e. Central and/or State Government respectively, after the date of this Agreement, the amount of GST input set-off and amount payable by Allottee/s shall vary accordingly & if in future the GST Input Credit is barred, then the Allottee/s undertakes to reimburse proportionate anti-profiteering benefits which has been passed upon to the Allottee/s and the same shall be payable within 15 days from the date of intimation given by the Promoter to the Allottee/s herein and shall all keep indemnified the Developer/Promoter.
- 7.6 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/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/s, which shall only be applicable on subsequent payments.
- 7.7 The Promoter may allow, in its sole discretion, a rebate in the amount of instalments as stipulated herein in the event of the Allottee/s paying such instalments earlier than stipulated not exceeding 6%.. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Developer/Promoter.
- 7.8 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Building is complete and the Completion Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area over and above the defined limit then Promoter shall refund the excess money paid by Allottee/s within forty-five days at the rate specified in the Rules under RERA, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan or at the time of handing

over possession of the Allottee/s. All these monetary adjustments shall be made at the same rate as is agreed while booking the said Flat.

- 7.9 The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 7.10 The Allottee/s shall bear and pay and shall be always liable to bear and pay all such amount levied as property tax/cess/charges/duties on the said Flat and on the said building proportionately or the fixtures and the fittings therein, by the local authority or any other authority under any statute /rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Flat.
- 7.11 The Allottee/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Allottee/s receiving the written intimation from the Promoters calling upon the Allottee/s to make the payment. Payment of installment of Consideration by the Allottee/s in time as per these presents is the essence of this contract.
- 7.12 The Allottee/s hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in handing over possession thereof by the Promoters to the Allottee/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Allottee/s .
- 7.13 In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Flat, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the sale Price and the Allottee/s shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the Promoter through an account payee cheque/order/demand draft to be deposited in such account as directed by the Promoter to the Allottee/s. Even if the Allottee/s has obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Flat, the Allottee/s shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other statutory amounts payable under this Agreement to the Promoters, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.
- 7.14 The Allottee/s declares and affirms that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both and hence all shall be liable for the consequences jointly as well as severally.
- 7.15 If at any time post the date of execution of this Agreement, there is any upward change in the other charges due to enhancement in government and statutory dues / taxes / cess / charges under the Applicable Laws, due to any change / amendment / modification to the Applicable Laws, taxes, other government charges/ deposits, increase of deposits/ charges by Government authority or private supplier for supply of electricity and water, cost of additional fire safety measures, revision of ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively the Allottee/s shall be liable to pay the said additional charges and taxes to the Promoter. The Allottee/s agree/s and confirm/s to pay the same to the Promoter within 15 days from the date of demand being raised by the Promoter.
- 7.16 If the Allottee/s fail/s to pay any such additional charges *as mentioned in the clause hereinabove* within the date stipulated therein, in that event, in addition to the penalty, fines, etc. charged by the government authority or private supplier, as the case may be, Allottee/s shall be liable to pay such additional charges along with simple interest at the rate of 12% per annum on the unpaid amount computed from the date of service of a written notice / demand notice till the date of actual payment.
- 7.17 Any deduction of an amount is made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged/ credited by the Promoters, only upon Allottee/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

- 7.18 At the time of handing over the possession of the said Flat, if TDS such Certificate is not produced to the Promoters, the Allottee/s shall deposit equivalent amount as interest free deposit with the Promoter and which deposit shall be refunded by the Promoter on the Allottee/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Flat being handed over. Provided further that in case the Allottee/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Promoters shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

## **8. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:**

- 8.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Flat to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat.
- 8.2 Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the said Flat to the Allottee/s and the common areas to the association of the Allottee/s after receiving the Completion Certificate or the completion certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 5 herein above. **("Payment Plan")**.
- 8.3 It is hereby agreed that the Promoters and the Allottee/s herein 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 Collectorate or PMRDA or the local authority at the time of sanctioning of the plan/s or any time thereafter. The Allottee/s herein shall not be entitled to claim possession of the said Flat until the Allottee/s herein have paid all dues payable under this agreement in respect of the said Flat to the Promoter and/or the said Flat has received Completion Certificate from the appropriate authorities.

## **9. UTILIZATION OF FSI/FAR/TDR:**

- 9.1 The Promoter hereby declares that he can avail the TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by it on the project land in the said Project and Allottee/s has agreed to purchase the said Flat based on the proposed construction and sale of flat/s/unit/s 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.
- 9.2 It is hereby declared that, sanctioned plan/s has/have been shown to the Allottee/s and the floor space index (FSI) available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said property transferred on other property or FSI of the other property being TDR transfer on the said property is also shown or on sanction will be shown in the sanctioned building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- 9.3 The Promoters shall have right of preemptions or first right to utilize the residual or available FSI/TDR or which may be increased for whatsoever reason in respect of the said property or any other FSI or TDR or Slum TDR or any Buildable Potential granted by the appropriate authority and allowed to use the same on the said property by construction or raising any additional floor/s of the building/s which is/are constructed on the said property. The Promoters also shall have right to use for itself and/or to consume any TDR or any other building potential which may be available in future due to change of any rules and regulations in respect of any road widening or otherwise if any portion is acquired by the concerned authority on any



other land or otherwise dispose the same without seeking consent of the Allottee/s. The Allottee/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

**10. COMPLIANCE OF TIME SCHEDULE**

If the Promoter fails to abide by the time schedule for completing the project and handing over the said Flat to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee/s excluding Stamp Duty, Registration Charges & Taxes, for every month of delay, till the handing over of the possession and the Allottee/s herein has/have not committed any default in payment of consideration in any installment on due date to the Promoter in pursuance of these presents. The Allottee/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/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.

**11. FIXTURES AND FITTINGS**

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the said Flat as are set out in **Annexure 4** annexed hereto.

**12. DELIVERY OF POSSESSION:**

- 12.1 The Promoter shall give possession of the said Flat to the Allottee/s on or before **31.12.2022** subject to grace period of 6 months & subject to the condition that the said Unit is ready for use and occupation as evidenced by the issuance of the Completion certificate from the concerned authority, and subject to receipt of entire consideration amount and any other amount as mentioned in this Agreement due from the Allottee/s as agreed upon by this Agreement. If the Promoter fails to give possession of the said Flat to the Allottee/s on account of reasons beyond his control and of its agents by the aforesaid date then if the Allottee/s desires to the cancel/terminate the Allotment then, the Promoter shall refund to the Allottee/s the amount received by the Promoter from the such allotment, excluding all the Government Taxes, Stamp Duty & Registration fees. After refund of the money paid by the Allottee/s, Allottee/s agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said Flat on the aforesaid date, if the completion of building in which the said Flat 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) The Allottee/s has/have committed any default in payment of installment as mentioned herein above.
- (iv) Non-payment of any governmental levies such as any tax or levy by the Allottee/s.
- (v) Any extra work required to be carried in the said Flat as per the requirement and at the cost of the Allottee/s.
- (vi) Delay in completion of extra work on account of non-availability of labor or any other building materials, water or electric supply or labour.
- (vii) Any unanticipated difficulty due to change in any Government rules or objections from any Government authority or other Competent Authority.
- (viii) Delay in grant of any NOC/permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/Unit, road NOC or completion certificate from Appropriate Authority the Developer having complied with all requirements.
- (ix) Force Majeure Event including but not limited to any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, structural damage, epidemic or other natural disaster or calamity;

- (x) Non-payment or delayed payment of installments by the Allottee/s and/or other Allottee/s in the building;
  - (xi) Non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoter.
  - (xii) Any other reason beyond the control of or unforeseen by the Promoter, which may prevent, restrict, interrupt or interfere with or delay the construction of Project on the said property or which may prevent the Promoter in performing its obligations under this Agreement;
  - (xiii) Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Allottee/s.
- 12.2 The Promoter herein shall give the possession of the said Flat to the Allottee/s on payment of all dues payable by the Allottee/s, and the Allottee/s herein has/have not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents. The Promoter may complete the Project in part and obtain part occupation certificates for the same as the Promoter may deem fit. The Allottee/s confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Allottee/s is offered possession of the said Flat in such completed part or portion of the Project, the Promoter and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including the part or portion where the Unit is situated, without any objection, reservation or restriction from the Allottee/s.
- 12.3 The Promoter, upon obtaining the Completion Certificate from the competent authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Flat to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen days) from the date of issue of such notice and the Promoter shall give possession of the said Flat to the Allottee/s. The Allottee/s agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee/s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Completion Certificate of the Project.
- 12.4 If the Allottee/s requests the keys to the Apartment for fit outs/ furniture/ fixtures purposes, the same would be handed over only on the receipt of the balance consideration. This shall not mean handing over of possession. If for whatsoever reasons the Allottee/s occupy the Apartment/s before issuance of occupancy certificate by concerned authorities and if it/they (Authority/ies) charge compounding fees known as "Tadjod" for the said pre-occupation of the said Apartment by the Allottee/s then the Allottee/s will be solely liable at his/her/their own cost to pay the said fee or any other charges thereto for his/her/their own Apartment and proportionate share to common areas and the shared common areas/amenities and the Allottee/s shall keep the Promoter indemnified for the same.
- 12.5 The Allottee/s shall take possession of the said Flat from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Flat to the Allottee/s upon payment of total Cost of the said Flat. In case the Allottee/s fails to take possession within the time provided in clause 10 such Allottee/s shall continue to be liable to pay maintenance charges as applicable towards upkeep and maintenance of the Common Areas and Facilities and Common Facilities from the date of intimation for taking possession of the said Flat. The said Flat shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.
- 12.6 In the event the Allottee/s is served with a notice to take possession, but does not do so within 30 days of the receipt or deemed receipt thereof, the Allottee/s shall be liable to pay the Promoter a sum as mentioned in the Fourth (B) Schedule as holding charges, which include the charge for looking after the Apartment, replace any fitting/s that may get stolen and to provide the Apartment in a proper condition when the Allottee/s comes to take possession thereof. This holding

charge shall be applicable from the date the Allottee/s is being invited to take the possession till the date of possession.

- 12.7 This holding period shall not exceed 60 days and if the Allottee/s does not take possession for a period in excess of 60 days, he shall be deemed to have committed a terminable breach of the Agreement and the Promoter may terminate this Agreement by issuing a termination notice. The consequence of termination shall ipso facto follow.
- 12.8 The Allottee/s agrees and undertakes, not to demolish any internal as well as external walls or structure of the said Flat 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/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.
- 12.9 Except in the default in Clause mentioned herein above, if within a period of five years (shall be hereafter be referred to as the "Defect liability period") from the date of handing over the said Flat to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Flat or the building in which the said Flat 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under Act.

Provided further that the Promoters will be liable to rectify structural defect only if, the Allottee/s has not carried out any alterations or modifications of whatsoever nature in the said Flat or in the fittings therein, especially any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out, the defect liability automatically shall become void.

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Flat by the occupants, vagaries of nature, any damage caused due to mishandling, misuse, use of chemicals or due to any modifications or furniture work carried out by the Allottee/s either themselves or through their agents or nominees or occupants, etc. Defect/s in fittings and fixtures are not included therein.

**12.10 SCHEDULE FOR POSSESSION OF THE COMMON AMENITIES:-**

The Promoter herein is developing the said project Land which consists of various phases having common amenities like club house, landscape garden etc., the construction / development of the said common amenities of project will be completed in due course only after completion of construction of all the project phases on the said entire project Land. The Promoter, assures to hand over possession of the said project common amenities enlisted in Annexure 5 on **31.12.2024** and assures to hand over possession of the said ENTIRE PROJECT. The Allottee/s herein agree and convey that he/she/they shall not be entitled to refuse to take the possession of the said Flat on the ground of non-completion of aforesaid common amenities.

**12.11 RIGHTS OF THE PROMOTER:**

The Parties hereto agree that the Promoter under this agreement shall be entitled to the following rights:

- 12.11.1 The Promoter as per Integrated Township Policy, 2005 as amended in 2016 by further notifications published time to time till the completion of said project, under Maharashtra Regional and Town Planning Act, 1966 or any other legal provision applicable to the said Township Land will be entitled to use, modify, consume and transfer, global Floor Space Index / Floor Area Ratio ("F.S.I.") Additional, Paid and Fungible FSI, Transferable Development Rights (T.D.R.) available in respect of the

said property either in the same Sector or any other location in the said Township Land.

- 12.11.2 Irrespective of the fact that the conveyance as envisaged under this Agreement has been executed by the Promoter or not, Without requiring any consent or power from the said society/apex society/federation, the Promoter shall be entitled to modify, submit get sanctioned from concerned planning authority entire layout plan of the township without changing F.S.I. and the area of the said project land and the buildings thereon,
- 12.11.3 The Promoter, for all moneys due and payable by the Allottee/s to the Promoter under this Agreement, shall have first and paramount lien and charge upon the said Flat and the right, title and interest of the Allottee/s therein.
- 12.11.4 The Overall Township Amenities, green spaces, public utility spaces, open spaces, gardens, shall vest in the Promoter or its assigns, and it shall have right to allot, sell, transfer, convey or otherwise deal with the same and for the reason of purchase of the said Flat, the Allottee/s herein or the said society shall not be entitled to claim any right, title or interest therein except that they shall be entitled to the use thereof as per the Rules that will be made applicable thereof by the Promoter and on payment of the charges, fees as will be stipulated by the Promoter.
- 12.11.5 The Promoter shall be entitled to add or amalgamate adjoining lands to the said entire project land /Township Land and shall be entitled to provide all the Township/ Project amenities to such lands.
- 12.11.6 Notwithstanding whatever stated elsewhere in this Agreement, the Parties expressly agree and the Allottee/s understands that the schematic layout of amenities given in the brochure of the said project depict the indicative amenities, however the Promoter will always at its discretion have the right to alter / amend / relocate /add / delete/change any of the items or specifications or amenities outside of the said Project Land. The plans, specifications, images and other details in the brochure are only indicative and the developer/owner reserve the right to change any or all. The printed material does not constitute a contract / offer of any type between the developer/owner and the recipient. Any purchase /lessee of this development shall be governed by the terms and conditions of the agreement for sale/lease entered into between parties and no details mentioned in this printed material shall in any way govern such transaction.
- 12.11.7 The Promoter has specifically disclosed to the Allottee/s and the Allottee/s has well-understood that the Promoter is carrying out the said project as aforesaid and till the completion of the project the Promoter may revise the layout and / or building plans from time to time in respect of the said Township Land, without affecting the plan and design of the said Flat. However, due to such revisions, the location and the area of the other sectors and / or artery roads and / or internal roads and / or the open spaces / green spaces / public utility spaces and / or the amenity spaces may change as compared to the presently sanctioned layout of the said Township Land. The Allottee/s has therefore hereby given his specific consent/ NOC for the same. The Allottee/s also agrees and confirms that the Promoter shall be absolutely entitled to use or permit to be used, the artery roads and/ or the internal roads as per the sanctioned or revised layout in respect of the said Township Land, as an access to the other projects or lands included by the Promoter in the project as also as an access to the other lands or projects to be developed by the Promoter or any other promoter, in the vicinity of the said property and the Allottee/s shall not be entitled to raise any objection whatsoever for the same.
- 12.11.8 The Promoter, subject to the rules and regulations for the time being in force in this behalf, shall be entitled to change the user of any portion / Sector of the said Township Land and/or any structure/s thereon for any other purposes other than said Project land and subject to the rights of the Allottee/s in respect of the said Flat hereby agreed to be sold at the absolute discretion of the Promoter.
- 12.11.9 In case the Promoter forms the said Society as agreed hereinabove, before sale or disposal of some of the flats in the said Towers, in that case the Promoter shall have the privilege and right to sell, dispose of such unsold flats, , to any person/s as per his discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The Promoter shall not be liable to pay the maintenance charges in respect of the said unsold flats. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause.

Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoter and the new Allottee/s in this regard.

- 12.11.10 In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Tower, gas bank machinery, plants, buildings, et cetera, the Promoter shall be entitled to transfer such portion to the said utility / service provider or any other Society for such purpose on such terms and conditions as the Promoter deems fit and / or as per requirement of such utility / service provider or as per applicable law/ rules / regulations. The Allottee/s or the said Society shall not be entitled to raise any objection in this regard.
- 12.11.11 In the said project multi stories high rise buildings/Towers are under construction and considering to maintain the stability of the building/Towers and internal structure, herein specifically informed by its consultant not to allow any internal changes. As per our policy there shall be no customization permitted inside the said Flat. Changes such as civil, electrical, plumbing etc shall not be allowed during construction and till delivery of possession of said Flat.

**13. USE OF THE SAID FLAT:**

The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s or Tenant/s or Lessee or Licensee or Care-taker of any said Flat in the building shall not use for carrying out any illegal purpose. and for no other purpose(s) or use(s) even though any such other purpose(s) or use(s) may be permitted under any law or regulation for purposes other than residential use and no other uses such as creche, tuition class, maternity home, beauty parlour, saloon, tailoring, consulting room, clinic or part office by a professional or any other non- residential but permissible user. The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the complex after the respective tenement has been handed over to such Allottee/s of the tenement by the Promoters. Allottee/s shall use the garage or parking space only for purpose of keeping or parking own vehicle/s and no other purpose whatsoever.

The Allottee/s for more beneficial use and enjoyment of the unit shall be entitled to the exclusive right to use of allotted Covered Car Park within the Premises of VTP BEL AIR which may be either under the stilt or on the podium or in the basement. However, the parking will be at Allottee/s risk and Allottee/s shall not hold responsible the Promoter for any damage/loss to his/her/their vehicle. The Promoter shall allot the car parking space at its own option for which the Allottee/s shall not take or raise any objection. Car Parking shall be subject to the rules framed by the Promoter to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties. Cars will be washed and/or cleaned in the designated Cars Washing Areas. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas. The Allottee/s shall park his/her/its vehicles in the said Car Park Spaces for their individual use. No commercial vehicles shall be allowed to be parked within the said sector.

**14. FORMATION OF ORGANIZATION OF ALLOTTEE/S' IN THE BUILDING/S:**

- 14.1 For the convenience administrative or otherwise the Promoter shall be at liberty in its sole discretion to:
- 14.1.1 Form one or more Society of the holders of the premises in one or more buildings (Towers) constructed for management, maintenance and otherwise control and regulation of the affairs of the said Towers (Buildings) to be constructed on the said property as may be permissible and conveniently possible.
- 14.1.2 Form a federation of society's of all the societies formed for maintenance, management of the affairs of common areas and facilities, amenities appertaining to the said entire township land.

- 14.1.3 The road and infrastructure common to the township project including roads abutting/ surrounding the boundaries, shall be maintained and managed by the Federation of the Societies.
- 14.1.4 The Allottee/s shall contribute pro-rata for maintenance of the common access, internal roads and amenities of the project.
- 14.1.5 The Allottee/s shall contribute pro-rata on the basis of the area of the unit for the maintenance of other infrastructure / Support facilities of the township e. g. Road, cremation, fire station, irrigation, sewerage treatment plant, Drainage, Street Lights and such other infrastructure facilities and services which are not sold / leased and are mainly cost bearing / non-revenue generation.
- 14.1.6 Such amenities, amenity spaces, infrastructure / support facilities which the Promoter in its sole discretion may sell, lease, assign; the maintenance of the same will not be loaded on to the Allottee/s .
- 14.1.7 The Allottee/s will become constituents of the respective societies and abide by all terms, covenants and stipulations that may from time to time be framed by such body or entity and further agree/s to duly bear and pay and discharge all dues and outgoings in this behalf.
- 14.1.8 The Promoter shall not be bound and shall not be called upon or required to form Society until all the units in the entire Township project are sold / transferred and the FSI/FAR entirely consumed.
- 14.1.9 The Promoter shall not be bound to execute Conveyance Deed/Final Conveyance of the said entire township land or any part thereof until the entire Township is fully developed and full FSI/FAR has been utilized.
- 14.1.10 It is specifically agreed and declared that the Conveyance Deed/s in favour of the Society / Federation of Societies by way of conveyance or lease of the Land of the building/s shall contain such covenants as may be necessary in the circumstances of the case. The Conveyance/s shall inter alia contain:-
  - 14.1.10.1 Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the unit/s agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
  - 14.1.10.2 A covenant by the Allottee/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observances and performance of such stipulations and restrictions.
  - 14.1.10.3 A declaration that the Allottee/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining units of the Promoter for construction or other purposes and a further declaration that the access and user of light and air to and for the unit/s purchased by the Allottee/s and to and for any structure erection or building/s for the time being erected and standing thereon, from and over the neighboring or adjoining units of the Promoter is enjoyed under the express consent of the Promoter.
  - 14.1.10.4 The Allottee/s agree/s to sign and deliver to the Promoter before taking possession of the said Unit and also thereafter all writings and papers as may be reasonably necessary and required by the Promoter for the formation and registration of the Society/ that may be formed.
  - 14.1.10.5 The Allottee/s of all units in the said project, including the Allottee/s herein, shall join in such Society. The Allottee/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the said Society and Bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottee/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Allottee/s agree/s to be bound by the said additions and alterations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Allottee/s of the units may be affected, prejudiced and endangered in any manner or likely so to be. The Allottee/s further agree/s to pay admission fees and share subscription amounts for becoming member/s of the said society.
  - 14.1.10.6 The Allottee/s of all such Units shall be admitted, as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Allottee/s and other members of such society without any reservations or conditions. However, it is clarified that before the

Allottee/s herein is/are admitted as members of any such society, the Allottee/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter, including amounts by way of contribution towards the common expenses and outgoings of the said housing complex. No transfer fees, premium or any other amounts save and except nominal entrance fees, share money and other monies paid by all the Allottee/s at the time of formation, shall be charged from such Allottee/s.

- 14.2 Under no circumstances, the Allottee/s or the organization of the Allottee/s shall be entitled to such conveyance, unless all or any money payable in the Agreement or as may be otherwise agreed, by the Allottee/s 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 Allottee/s/ organization of Allottee/s.
- 14.3 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/s shall pay to the Promoter, the Allottee/s 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. At the time of registration of conveyance of the project land, the Allottee/s shall pay to the Promoter, the Allottee/s share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said property to be executed in favour of the Apex Body or Federation.
- 14.4 The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

#### 14.5 **CONVEYANCE:-**

- 14.5.1 The above 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; and policies, bye-laws, rules and regulations of the Integrated Township Policy, framed by the said TMA. The Promoter shall be responsible to prepare the draft of the Deed of Conveyance.
- 14.5.2 The Promoter shall be liable and responsible to convey only the concerned part of the said Project structure to the said Society, in which the said Flat herein agreed to be purchased by the Purchaser is situated. The ownership of the said project land and common amenities, and open spaces shall retained by Promoter until it is conveyed to the Apex society or Federation, as recorded herein above. It is further clarified that the Overall Township Amenities including common / internal roads, artery roads, green spaces, public utility spaces, and remaining open spaces etc. shall not be transferred to this said society or as case may be to the said federation or Apex Society but shall be retained and manage and maintain by the Promoter. The said Promoter shall be entitled to own, retain, manage and maintain the Optional Facilities and shall be entitled to convey, transfer Optional Facilities, township green, internal roads, open specs to any constituents of the township either for consideration or otherwise.
- 14.5.3 The Purchaser or the said Society shall not have any right, title or interest of any kind on the property to be conveyed to the other entities in the Township Land/ Integrated Township Policy.
- 14.5.4 The purchaser confirms that he has read and accepted certain specific bye laws which are in conformity with the objective of township and which would be incorporated as additional bye laws and same shall be read with model bye laws provided under societies Act of proposed society. By this agreement to indenture the Purchaser has given his No Objection and clearance to Promoter to change or modify draft bye laws of the said Society as may be required by Promoter or concerned authority from time to time. The Purchaser either individually or otherwise howsoever shall not be entitled to raise any objection/s of whatsoever nature in this behalf. The Purchaser shall observe all the rules and regulations of bye laws of the said Society, including the amendments made thereto from time to time.

- 14.5.5 All the expenses relating to the conveyance in favour of the said Society or Apex Society/Federation such as stamp duty, registration fees, legal fees and other incidentals, if any, other than stamp duty and registration charges paid for these present, shall be borne and paid by all the Allottee/s in proportion to the sharing areas of their respective Flats.

The Promoter hereby agrees that he/she/it/they shall, before handing over possession of the said Flat to the Allottee/s ensure that the title of Flat is free from all encumbrances and is marketable and in any event before execution of a conveyance to the Apex society/ federation make full and true disclosure of the nature of his title to the said project Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said project Land / Building/s and shall as far as practicable, ensure that the said project Land / Building/s are free from all encumbrances and that the Owners / Promoter have absolute, clear and marketable title to the said project Land so as to enable him to convey the same to the ultimate Allottee/s.

## **15. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- 15.1 The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- 15.2 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.
- 15.3 There are no encumbrances upon the project land or the Project except those disclosed in the title report and in this agreement.
- 15.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project 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, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas.
- 15.5 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.
- 15.6 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Flat which will, in any manner, affect the rights of Allottee/s under this Agreement.
- 15.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/s in the manner contemplated in this Agreement.
- 15.8 At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/s.
- 15.9 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of receipt of completion certificate.
- 15.10 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served



upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

- 15.11 The Promoters herein have made full and true disclosure to the Allottee/s as to the title, rights and authorities of the Promoters in respect of the said property and TDR as well as the encumbrances, if any, known to the Promoters. The Promoters herein has also requested to the Allottee/s to carry out the search and to investigate the marketable title and the rights and authorities of the Promoters in respect of the said property by appointing his/her/their own Advocate/s. As required by the Allottee/s the Promoters herein have given all information to the Allottee/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said property and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said property and further Promoter's rights and authority as to enter into this agreement.

**16. EXCLUSIVE FACILITY OF OPEN SPACES:-**

- 16.1 It is clarified between the Promoters and the Allottee/s that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the flat Allottee/s that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the purchaser along with other unit purchaser hereby requested the developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Allottee/s hereby authorized and give irrevocable consent to the Developer to do such earmarking of parking space at its sole discretion and the Allottee/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Allottee/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Allottee/s to the said Body as a member thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.
- 16.2 The Allottee/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of parking spaces made by the Developer to any intending Allottee/s.
- 16.3 The Promoter has not taken any consideration for such allocation. It is specifically agreed by the Allottee/s that if for any reason it be held that such allocation/designation of parking/s by the Allottee/s of the flats among themselves is not proper then the Flat/unit Allottee/s (including flat purchaser herein) shall be entitled to use entire parking area in common with others and the flat purchaser herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said unit/unit alone.
- 16.4 The Allottee/s herein has/have granted his/her/their free express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of covered and/or open parking spaces made by the Promoter to any intending allottee/s.
- 17. THE ALLOTTEE/S OR HIMSELF/THEMSELVES WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE SAID FLAT MAY COME, HEREBY COVENANTS WITH THE PROMOTER AS FOLLOWS:**
- 17.1 To maintain the said Flat at the Allottee/s' own cost in good and tenantable repair and condition from the date that of possession of the said Flat is taken and shall not

do or suffer to be done anything in or to the building in which the said Flat is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the said Flat is situated and the said Flat itself or any part thereof without the consent of the local authorities, if required.

- 17.2 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Flat is situated, including entrances of the building in which the said Flat is situated and in case any damage is caused to the building in which the said Flat is situated or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- 17.3 To carry out at his own cost all internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the said Flat is situated or the said Flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 17.4 Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains and pipes in the said Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- 17.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 17.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the project land and the building in which the said Flat is situated.
- 17.7 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 said Flat by the Allottee/s for any purposes other than for purpose for which it is sold.
- 17.8 The Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid up.
- 17.9 The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the said Flat s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 17.10 Till a conveyance of the structure of the building in which said Flat is situated is executed in favour of Society/Limited Society, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof including the said Flat to view and examine the state and condition thereof.
- 17.11 It is hereby agreed that, the time for the payment as specified above is the essence of the contract and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that, the Allottee/s has/have committed breach of any condition of this agreement and the Promoters herein shall be entitled to take such action as they/it's is/are entitled to take in case of breach of any conditions of this agreement, including termination of the agreement.
- 17.12 Not to install any satellite TV Dish or TV Antenna, broad band antenna or any similar device in the balconies or terrace attached to the said Flat or, in the Ducts. Prior written permission for installation of such devices shall have to be obtained from the Promoter or ultimate organization of tenement Allottee/s as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- 17.13 Not to enclose niches or balconies or attached terrace of the unit at any time by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Owner/ Lessor have the right to take the appropriate action and remove such enclosure at the cost of the Allottee/s. The Allottee/s alone shall be solely responsible for any damage/loss caused to him/her/ them or his/her/their units in any event on account of such act and that the Owner/Lessor shall not be held responsible for the same.
- 17.14 Not to extend the said Unit or make any external attachments to the walls of the Unit like enclosing grills, clothes drying lines, stands for potted plants, outdoor units of air conditioners, antenna dish of television, etc. or any other additions of whatsoever nature to the said Flat,
- 17.15 If the Allottee/s wishes / desires to transfer or assign the Allottee/s interest or benefit under this Agreement or part with the possession of or interest in the said Flat, the same will be subject to the prior written consent of the Promoter. In the event of any transfer or assignment of the Allottee/s interest or benefit under this Agreement or the Allottee/s part with the possession of or interest in the said Flat, without the prior written consent of the Promoter, such Transfer/ Assignment shall not be valid and binding upon the Promoter. The term 'transfer' shall mean and include, handing over possession of the said Flat to a third party, assignment of the interest and benefits under this Agreement/rights to the said Flat, sale of said Flat, license/lease of said Flat.
- 17.16 There is a possibility that there may be some drainage lines, water lines or other utility lines under the car parking which are allotted to the Allottee/s in the manner as stated in this agreement and the Allottee/s after taking possession thereof shall permit the Promoter and or their nominees or the maintenance agency to access the same for repairs and maintenance and for the same the Allottee/s shall temporary remove his/her/their vehicles from the car parking for carrying on maintenance works and repairs.
- 17.17 After the Promoters hand over possession in respect of the said Flat to the Allottee/s, the Allottee/s shall execute such other document such as Supplementary Agreement, Possession Receipt, Indemnity Declaration, Undertaking, and any other related documents, as might be required by the Promoters from time to time.
- 17.18 The Allottee/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 includes operation of the gensets, rain water harvesting, etc. The Allottee/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement Allottee/s or the maintenance company to operate, maintain and run facilities such as rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.
- 17.19 The Allottee/s is/are aware that some or all of the attached terraces/balcony/dry balconies of certain floors may directly be exposed to sky and the Allottee/s are prohibited from hanging anything from the same.
- 17.20 The Allottee/s is aware that certain common facilities and common amenities would be developed at the end of the project and that the same may take additional time

- even if the possession of the said Flat is handed over to the Allottee/s and the Allottee/s herewith gives his/her/ their consent to the same.
- 17.21 In case after the possession of the said Flat is handed over to the Allottee/s and the Allottee/s let out or rent or lease or give on leave and license basis the said Flat, then in such an event, the Allottee/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers. All the terms and conditions of this present Agreement shall subsist over and be applicable to any such agreement that the Allottee/s may enter into with while letting out or renting or giving out the said Flat on lease or leave and license basis and any condition contradictory to this present Agreement shall deemed to be void.

#### **18. MORTGAGE OR CHARGE OVER THE SAID UNIT:**

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

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 institutions for development and completion of the project on the said property and/or other pieces of land which may be the subject matter for development by the Promoter. For the said purpose 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 institutions and/or person.

The Allottee/s 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 objection for the same.

However, the Promoter shall always keep the Allottee/s duly indemnified from repayment of such loan and/or consequences flowing therefrom with cost and expenses. The Promoter has further represented to the Allottee/s that, the said lender has accorded its NOC in writing for the Promoter to enter into this agreement pertaining to the said Unit in favour of the Allottee/s.

#### **19. TERMINATION OF AGREEMENT:**

- 19.1 Without prejudice to the right of promoter to charge interest in terms of clause 8 above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing consecutive defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.
- 19.2 If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee/s, upon the Allottee/s to execute and register a Deed of Cancellation, without interest thereon within a period of 60 (Sixty) days of the termination, after deducting (i) adjustment and recovery of administrative expenses of administrative expenses of an amount of equivalent to 10% of agreement value or any other amount which may be payable to the Promoter by the Allottee/s; (ii) cost of extra works, etc. (iii) registration and stamp duty charges, amount charged towards GST, VAT, Service Tax, LBT and/or any other taxes by the Promoter and paid to the Governmental authorities, the instalments of sale consideration of the said Flat which may till then have been paid by the Allottee/s to the Promoter. Thereafter, the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer.

- 19.3 In the event of termination of Agreement as aforesaid, the Allottee will not be entitled to claim/demand any interest and/or compensation from the Promoter. Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/s on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.
- 19.4 The amount stated in this clause shall be paid by the Promoter to the Allottee/s, within 60 (Sixty) days from the date of termination, by cheque/transferred directly to the account of the Allottee/s herein by RTGS/NEFT transfer along with notice in writing by Registered Post A. D. immediately, prior to resale of the said Flat and on such condition the Promoter shall be entitled to resale the said Flat and/or dispose of or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit.

**20. SPECIFICATIONS AND AMENITIES:**

The specifications of the said Flat and fixtures, fittings and amenities to be provided by the Promoters to the said Flat or to the said building being in which said Flat is situated are described in the **Annexure – “4”** annexed hereto. It is specifically agreed by and between the parties hereto that no internal modifications and/or changes shall be permitted in the said Flat including its layout, shape or masonry work. If any extra fittings, fixtures, and/or amenities are required by the Allottee/s, then the Allottee/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Allottee/s accepting the cost/price of such extra Facilities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions.

**21. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:**

- 21.1 The Promoters herein have reserved the right to amalgamate or sub-divide the said entire land. The Allottee/s shall not raise any dispute thereto nor shall object to the same.
- 21.2 The Promoters herein have specifically informed to the Allottee/s and Allottee/s herein is/are also well aware that, the Promoters herein have developed the entire scheme with intention to have the homogeneity as to height and elevation of the building, outer color scheme, terraces, windows and grills etc. and hence the Allottee/s or any owner or occupier of the unit/s in the building or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Allottee/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said Flat to the Allottee/s herein on ownership basis, subject to the terms and condition of this Agreement.
- 21.3 The Promoters herein have provided advanced technology amenities/materials/plants and equipment's in common areas/facilities which may include genset, elevators, electric rooms, etc. for the tenement holders in the building in the said project. The said plants and equipment's are to be operated and/or used and/or maintained by authorized persons with due care and diligence taking into consideration all safety guidelines and measures and in compliance of local, state or central Government regulatory agency. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible for common areas/ facilities after handing over of said Flat to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities in compliance to any applicable law and rule in force. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities or any damages of whatsoever nature caused to any person or property.

**22. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:**

- 22.1 From the date of possession in respect of the said Flat the Allottee/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Flat and non-agricultural assessment in respect of the said property to the respective authorities

or/and to the ad-hoc committee appointed by the Promoters authorized committee of the Association or Society which is to be formed by the Promoters herein as stated hereinbefore. But it is specifically agreed between the parties hereto that, the Promoters are not responsible/liable to pay or share in the aforesaid expenses in respect of unsold said Flat /Apartment in the building, which is under construction on the said property.

- 22.2 If at any time, after execution of this agreement, any additional tax /duty /charges/ premium/cess/surcharge etc. such as GST, Service Tax, Sales Tax, VAT, Work Contract Tax, Additional premium, penalty etc. or by whatever name called, is levied or recovered or becomes payable under any status/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the said Flat or this Agreement or the transaction herein, retrospectively or prospectively, shall exclusively be paid/borne by the Allottee/s along with interest, if any. The Allottee/s shall pay within 7 days to the Promoter the amount towards such tax / duty/charges/premium/cess/surcharge/penalty etc. as and when charged and demanded by the Promoters. The Allottee/s hereby indemnifies and undertakes and agrees to always keep the Promoters indemnified from all such levies, cost and consequences.
- 22.3 The stamp duty is to be paid by the Allottee/s on the amount as per the Ready Reckoner rate or the consideration cost, whichever is higher. The Allottee/s is also aware, that in case of increase in the market value as per the Ready Reckoner, the Allottee/s may have to pay additional stamp duty and the Allottee/s has agreed to pay stamp duty on such higher value. Also if in case there is delay in registration of Agreement by the Allottee/s and the Ready reckoner rate at the time of registration of Agreement is higher than the agreed consideration cost, then, the Allottee/s shall be liable to pay stamp duty on higher cost and also shall also be liable to pay the Income Tax occurred to the Promoters as mentioned in section 43CA of the Income Tax Act 1948. The Allottee/s will be informed about it and the Unit Allottee/s will deposit the same within 7 days of receipt of intimation of such dues and if the Allottee/s fails / neglects to make payment thereof he will have to pay interest at the rate of 18% p.a. on the delayed period and charge of this amount will remain on the said Unit/Apartment till such amount along with the interest due remains unpaid for by the Allottee/s.

Within 15 day after notice in writing is given by the Promoter to the Allottee/s that the said Flat is ready for use and occupancy, the Allottee/s herein shall be liable to bear and pay the proportionate charges (i.e. in proportion to the carpet area of the said Flat) of outgoings in respect of the said Project namely the local taxes, betterment charges, water charges, insurance, common lights, repairs and salaries of chowkidars, sweepers, etc., and all other expenses towards the common areas and amenities, as specified in Annexure written hereunder.

The Promoter shall either by themselves or by appointing a facility management agency provide for the maintenance of the building/s and common amenities in order to provide standards services as per the industry. The Allottee/s has/have no objection for the Promoter appointing a third party facility management agency. The said maintenance services shall be only towards such items as is more particularly stated in **Annexure - "5"** hereunder written.

At the times of delivery of possession of the said Premises by the Promoter to the Allottee/s. The Allottee/s shall also pay to the Promoter an amount of **Rs. 19182/- (INR Rupees NINETEEN THOUSAND ONE HUNDRED EIGHTY TWO Only)** for his/her/their Premises as maintenance of the common areas and facilities of the building/wing/cluster @ rate of Rs. 2.5 per Sq. Feet on total carpet Area for initial period of 12 months. The Promoter shall use and utilize the said amount towards the maintenance of common area and facility of the said Project till the handing over of the building to the Association of Allottee/s to be formed as per the legal norms.

Apart from the aforesaid charges the Allottee/s shall be liable to pay maintenance charges for the Township amenities @ rate of Rs. 3/- per Sq. feet on Rera Carpet area for initial period of 12 months. An amount of **Rs.9118 /- (INR Rupees NINE THOUSAND ONE HUNDRED EIGHTEENOnly)** which shall be the paid 6 months before delivery of possession of the said flat and remaining amount of

6 months township maintenance charges shall be paid to the promoter within 5 months from the date of possession of the said flat.

In order to provide continuous and consistent maintenance of the said Project, it has been agreed that all the said Flat Allottee/s including the Allottee/s herein, shall pay corpus fund for the cluster/building/wing, which will be calculated @ rate of Rs. 50/- per Sq. Feet on Total Carpet Area amounting to **Rs. 31970 /- (INR Rupees THIRTY ONE THOUSAND NINE HUNDRED SEVENTY Only)**. (Hereinafter referred to as the "Corpus Fund"), at the time of possession of the said Flat by the Promoter to the Allottee/s. The Corpus Fund so collected or the balance thereof, after deducting expenses as stated below, will be transferred to and be held by the society/condominium/company that would be formed by the premises holders in the said Project in such proportion as the Promoter deems fit, so that ultimately the management of these funds will be controlled by the premises holders through their respective Ultimate Body/member Society of which they will be members.

The Allottee/s provide express consent to the promoter to take any maintenance decisions regarding the said project. In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter, failing which the Promoter shall charge interest @ 18% pa on such amount as is due. Upon failure of the Allottee/s to pay such amount as per the demand raised as aforesaid within 30 days of the demand raised, the Promoter will be entitled to deduct the said amount from Corpus Fund and appropriate the same towards the maintenance charges or even terminate the maintenance arrangement/agreement.

The Promoter shall be entitled to entrust maintenance of common areas and facilities to Co-operative Society of the Allottee/s even prior to the said period, in which case, the Promoter shall also entrust the balance remaining amount received from the Allottee/s till then. No accounts thereof shall be furnished by the Promoter or the said Facility Management Agency to the Allottee/s or ultimate organization of the tenement Allottee/s.

It is further specifically agreed that the Allottee/s shall contribute and pay to the Promoter and/or the said maintenance company such additional sums as may be determined by the Promoter or the said maintenance company having regards to inflation from time to time.

The Allottee/s will be liable to pay additional amount over the above mentioned charges at actual on request of the Promoter or the Maintenance Agency. The Allottee/s shall also be liable to pay any taxes such as Goods and services tax or any other tax or levy, etc., if applicable as regards to the said maintenance service to be provided. It is specifically agreed and covenanted that the Allottee/s or the ultimate organization of the tenement Allottee/s shall not raise any dispute as regards the maintenance to be carried out or aforesaid maintenance amount charged by the Promoter and/or the said maintenance agency.

The Promoter shall use and utilize the said amount towards the maintenance of common facility of the Entire Township of and in the said Project on the said Property till the handing over of the building to the Association/Society/Federation/Apex Body of Allottee/s to be formed as per the legal norms. The Allottee/s provide express consent to the promoter to take any maintenance decisions regarding the said project. In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter 2, failing which the Promoter shall charge interest @ 18% pa on such amount as is due. Upon failure of the Allottee/s to pay such amount as per the demand raised as aforesaid within 30 days of the demand raised, the Promoter will be entitled to deduct the said amount from Corpus Fund and appropriate the same towards the maintenance charges or even terminate the maintenance arrangement/agreement.

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 the common maintenance of the Project. The Allottee/s has

understood the entire scheme of maintenance in detail. The Allottee/s hereby agrees to enter into a maintenance/facility management agreement with the Promoter and the Facility Management Agency at the time of taking possession of the said Flat. Similarly at the time of taking possession of the said Flat for fit-out purposes, the Allottee/s hereby agrees and gives his irrevocable consent to sign off and abide strictly by the Fit-out Manual of the Promoter. The Allottee/s admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of payment or nonpayment by the Allottee/s.

**23. OTHER COVENANTS:**

**(A) PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S-**

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

**(B) SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

23.1 The Purchaser shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demand, proceedings, costs, damages, expenses, losses and liabilities (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter, directly or indirectly in connection with (a) the enforcement of or preservation of any rights of the Promoter under this Agreement (b) any breach and/ or default by the Purchaser in the performance of any and/or all of his/its obligations under this agreement (c) any injury to any property(ies) or person (s); or death of persons or damages to any property(ies) howsoever arising related to the use and/or occupation of the said Unit(s) and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser's or his/its agents, servants, tenants, guests invitees and/or any person or entity under his/her/their/ its control and (d) purchaser's non-compliance with any of the instructions regarding the use and/or occupation of the said Unit.

23.2 The Promoter reserves its right to place signage on the top terrace of the building. The Promoter may give up its reserved rights at the time of Conveyance of the said building in favour of the Society. The Society shall have the right to lease or give on leave and license the right to signage on the top terrace to the Promoter only and not to any Third Party.

**24. SUPPLY OF UTILITIES:**

24.1 The Promoter shall arrange to supply water, and shall provide fire brigade services to the Integrated Township Policy, and to all the residents therein, at cost/usage fees/consumption charges as decided by the TMA / relevant authority from time to time, payable by the Allottee/s and / or the entities as the case may be to the TMA.

24.2 The Promoter may enter into an agreement with the relevant authority of Government of Maharashtra for provision of fire brigade services. The Promoter will bear one time investment for infrastructure for the said fire brigade services. In such case the Purchaser or the said Society as the case may be, shall pay proportionate



recurring expenses in respect of the said fire brigade services and related facilities, directly to appropriate authority or to the Government of Maharashtra; otherwise to the TMA.

- 24.3 The Promoter shall install the water sewage treatment plant and arrange for solid waste management and the TMA shall be responsible for maintenance of the same.
- 24.4 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 Integrated Township Policy, Integrated Township Policy, , and to Integrated Township Policy,; and electricity consumption charges shall be recovered by M.S.E.D.C.L. from the respective consumers directly. However the TMA shall not be responsible for short supply of electricity. The said society in the said Project shall be supplied with a generator set back up for common areas, which shall be exclusively maintained by that apex society.
- 24.5 The Promoter has acquired permission for lifting water from the adjacent river Mula, from Irrigation department & shall make necessary arrangement for providing sufficient water supply to the building/s in the Said Project. However in case the non-availability of water or insufficient water supply from the concern water department & if necessary the water required to be obtained from outside sources, such as tankers or otherwise, then in such case the Allottee/s /Occupants shall bear all costs and expenses for such expense which shall be added in the Maintenance charges on pro-rata basis of such purchase, treatment and distribution of such water. The Promoter shall not be liable to pay towards expenses for the additional water procured.

**25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT-**

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the said Flat in the Project.

**26. FURTHER ASSURANCES-**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**27. 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/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

**28. SERVICE OF NOTICE-**

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

NAME OF ALLOTTEE/S:-

1. GUNEET SINGH NAGIA

R/At :- PLOT NUMBER 224, POCKET B-9, SECTOR 5, ROHINI, NEW DELHI :

Email ID: GUNEETNAGIA24@GMAIL.COM

**PROMOTER NAME:-**

**NNP BUILDCON LLP,**

Address – VTP House, 3rd Floor, S. No. - 34, Wadgaon Sheri, Pune – 411014.

Email ID: crm@vtprealty.in

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

**29. JOINT ALLOTTEE/S-**

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

**30. RESERVATIONS**

- 30.1 All payments agreed to herein and otherwise required to be made by the Allottee/s otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this Agreement, committed by the Allottee/s.
- 30.2 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 or of the said property and the building or any part thereof. The Allottee/s shall have no claim save & except in respect of the said Flat hereby agreed to be sold to the Allottee/s, and open spaces, parkings, lobbies *et cetera*, will remain the property of the Promoter until the said property and the building save and except any part reserved by the Promoter, is transferred to the Allottee/s or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parkings, and garden space *et cetera*, to any Allottee/s for which the Allottee/s hereby grants and is always deemed to have granted the consent.
- 30.3 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of the time to the Allottee/s by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this Agreement, nor shall the same in any manner prejudice the rights of the Promoter.
- 30.4 The Allottee/s 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 Flat, 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.
- 30.5 The Allottee/s shall permit the Promoter and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Flat or any part thereof and to make good any defects found in respect of the said Flat or the entire building or any part thereof.

**31. ENTITLEMENT OF PROMOTER-**

The Promoters shall be entitled to sell any said Flat, tenements and to allot the exclusive right to use garage, terrace/s, or any others space/s whether constructed or not and called under whatsoever name, etc. that has been or will be permitted by law or by local authority in the concerned locality to any person/s. For the aforesaid purpose the Allottee/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- 31.1 In the event of any ultimate organization of tenement Allottee/s being formed and registered before the sale and disposal of all the said Flat in the building/wing, all the power, authorities and rights of the said Flat Allottee/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment

of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, or other space/s, etc. and all other rights thereto. The Allottee/s or any other tenement holder in the building or ad-hoc committee or Association of said Flat or Society or the maintenance agency as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/Apartment towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

- 31.2 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other said Flat /tenements shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the said Flat in the building is received by the Promoters.
- 31.3 The Promoters herein have not undertaken any responsibility nor have they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this agreement.
- 31.4 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the Allottee/s of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commits breach of this condition, the Promoters herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Allottee/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any said Flat being allotted as exclusive right to use the terrace, open space, parking space etc. along with the said Flat, if any.
- 31.5 The Allottee/s is/are aware that the perspectives/ elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Promoter at its sole discretion may think fit and proper or as may be required by the concerned Authorities/Government. The Allottee/s shall have no objection/ complaints of whatsoever on that account and hereby give his/her/their irrevocable consent for such changes.
- 31.6 It is specifically understood that the Brochures, advertising and marketing material ie.e Audio or video, tangible or intangible, which is published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the building/Unit, colour scheme, vehicles, etc. to increase the aesthetic value only and is not factual. The Brochure/Master Plan is the tentative projection of the whole plan of the said Project. There may/will be variations depending on the practical and technical problems or if so desired by the Promoter and therefore the said Project shall not/may not be the same as in the brochure/master plan. The Promoter shall not be liable for such variations nor shall the Allottee/s question the same in any manner

## **32. NAME OF THE SCHEME AND BUILDING/S-**

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme **VTP BEL AIR** and further erect or affix Promoters name board and writing at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank or in the lifts or any other place/s in any building/s. The Allottee/s or other tenement holders in the building or proposed ultimate organization of tenement Allottee/s or its successors are not entitled to change the aforesaid project / scheme name / name of the ultimate organization and remove or alter Promoter's name board or writing in any circumstances. This condition is essential condition of this Agreement.

**33. CAR /TWO WHEELER PARKING:**

- 33.1 The Allottee/s for more beneficial use and enjoyment of the unit shall be entitled to the exclusive right to use of allotted Covered Car Park within the Premises of "VTP BEL AIR" which may be either under the stilt or on the podium or in the basement. However, the parking will be at Allottee/s risk and Allottee/s shall not hold responsible the Promoter for any damage/loss to his/her/their vehicle. The Promoter shall allot the car parking space at its own option for which the Allottee/s shall not take or raise any objection.
- 33.2 Car Parking shall be subject to the rules framed by the Promoter to avoid any unnecessary disputes among the Allottee/s, their visitors and other parties.
- 33.3 Cars will be washed and/or cleaned in the designated Cars Washing Areas.
- 33.4 No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- 33.5 The Allottee/s shall park his/her/its vehicles in the said Car Park Spaces for their individual use
- 33.6 No commercial vehicles shall be allowed to be parked within the said sector.

**34. DISPUTE RESOLUTION-**

- a) Any dispute between parties shall be first tried to be amicably settled through mediation of a sole mediator, appointed by CREDAI Pune Metro, who shall be deemed to be jointly appointed by the parties hereto and the decision of such mediator shall be followed by the parties hereto. In the event, for any reason, it is not possible to refer the disputes to the abovementioned mediator or if the abovementioned mediator declines or is unable to act as mediator or the mediation is not accepted, then the Promoter and the Allottee/s shall try to appoint a common mediator and if no common mediator can be arrived at, each of them shall appoint one mediator each and the two mediators so appointed, shall undertake the mediation proceedings. The mediation shall be in the English language and shall be held only in Pune. The cost of the mediation shall be borne by parties in equal proportion.
- b) In case of failure to settle the dispute amicably, the dispute, or unresolved part thereof, shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder. No other forum is envisaged.
- c) This agreement is on principal to principal basis between the Allottee/s and Promoter and hence at all times will remain so and any differences between the parties hereto will be resolved on the basis of the process mentioned in this agreement. The Promoter is not obliged to respond to any group of Allottee/s prior to the formation of the Society/ Ultimate Body to which the Promoter shall respond only for all matters excluding issues pertaining to Allottee/s Apartment. For responding to any individual issues the Promoter shall only respond to the Allottee/s named herein or a duly constituted authorized representative of the Allottee/s empowered to take all decisions in the matter being addressed.

**35. ENTIRE AGREEMENT-**

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Agreement. The Allottee/s hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Promoter and/or its agents to the Allottee/s and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Allottee/s in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials, brochures etc.

**36. GOVERNING LAW-**

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

**37. ALLOTTEE/S' UNDERTAKING –**

The Allottee/s confirms that he has fully read and understood the terms and conditions of this Agreement and agrees to abide by the same at all times. The Allottee/s further confirms of being fully conscious that it is not incumbent on the part of the Promoters to send him reminders/notices in respect of his obligations as set out in this Agreement and he shall be fully liable for any consequences in respect of defaults committed by him in not abiding by the terms and conditions contained in this Agreement. The Allottee/s further confirm having sought detailed explanations and clarifications from the Promoters and that the Promoters have readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Promoters the Allottee/s herein has/have signed this Agreement and has paid the money (ies) hereunder being fully conscious of his liabilities and obligations.

**38. BINDING EFFECT, REGISTRATION AND STAMP DUTY**

- 38.1 Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s without any interest or compensation whatsoever.
- 38.2 The Allottee/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the registration act and Promoters after receiving written intimation with copy of the Registration receipt will attend such office and admit execution thereof.
- 38.3 The Allottee/s herein shall bear and pay stamp duty, if any and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, or any final sale deed which is to be executed by the Promoters in favor of the Allottee/s The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favor of the Allottee/s or in the name of the Society in which the Allottee/swill be the member in respect of the said Flat.

**FIRST SCHEDULE**

*DESCRIPTION OF THE ENTIRE TOWNSHIP LAND*

The contiguous block of land admeasuring 4,18,297 Sq. rntrs. formed of the lands bearing Survey Nos. 40 (2/1) 2, 40(2/2) 4, 40/3, 41 (1)2, 41/4, 42/1, 42(2)A, 42/3, 42/4, 42/5, 42/6, 42/7, 42/9, 42/10, 42/2-B, 42/8, 42/13, 43/1, 43/2/1, 43/2/2, 44/1, 44/2, 45(Part), 46/1, 46/2, 46/3, 46/4, 46/5, 46/6, 46/7, 46/8, 46/9, 46/10, 47/1, 47/2 and 47/3 all situate, lying and being at Village Mahalunge within the Registration Sub-District of Taluka Mulshi, District Pune and within the limits of the Gram Panchayat of Mahalunge and which contiguous block i.e. bounded as follows, that is to say;

On or towards the East	: Remaining Part of Sr.No.48 & 47.
On or towards the South	: Remaining Part of Sr.No. 47,44,49,42 And Forest, remaining Part of S. No. 45 & Road, remaining Part of S. No. 41 &

On or towards the West : Road.  
On or towards the North : Remaining Part of Sr. No. 41 & 42.  
: Mula River.

**SECOND SCHEDULE**  
*DESCRIPTION OF THE LARGER LAND*

All that piece and parcel of land area collectively admeasuring 416975.95 sq. mtrs. carved out of entire township land more particularly described in FIRST SCHEDULE mentioned hereinabove.

**THIRD SCHEDULE**  
*DESCRIPTION OF THE SAID PROPERTY*

All that piece and parcel of land area collectively admeasuring about 90016.61 sq. mtrs., lying, being and situate at village Mahalunge, Taluka Mulshi, District Pune and forming part of the following Survey Nos.

<b>Survey No.</b>	<b>Area in sq. mtrs.</b>
45 (part)	25403.71
46/1	4840.4
46/2	5816
46/3	4650.26
46/4 (part)	3662.31
46/7	96.11
47/1 (part)	10876.2
47/2 (part)	7544
47/3 (part)	27127.62
<b>Total</b>	<b>90016.61</b>

Total Land admeasuring about 90016.61 sq. mtrs is bounded as follows:

- A. Land having Area admeasuring 36,864 sq. mtrs. Falling between Surveys. No. 45 and Survey. No. 46 Hissa No. 1, 2 and 3 and the same is bounded as follows:

ON AND TOWARDS THE

North: Part of City Level Garden and Mula River

South: 18 meter wide road adjoining R-01 completed Phase I of Project formerly known as KUL Ecoloch

East: By lands bearing Survey. No. 46 Hissa No. 3 (Part)

West: By lands bearing Survey. No. 45 (Part)

- B. Land having area admeasuring 30525.95 sq. mtrs. falling between Survey No. 47 Hissa No. 2 and 3 and the same is bounded as follows:

ON AND TOWARDS THE

North: By lands bearing Survey Nos. 47/2 (Part) and 47/3 (Part)

South: By lands bearing Survey Nos. 47/2 (Part) and 47/3 (Part)

East: By lands bearing Survey No.47/3 (Part)

West: By lands bearing Survey No.47/2 (Part)

- C. Land having area admeasuring 17,663 sq. mtrs. and the same is bounded as follows:

ON AND TOWARDS THE

North: Survey Nos. 45 (Part), 46/1 (Part), 46/2 (Part), 46/ 3 (Part), 46/ 4 (Part), 47/ 1 (Part)  
 South: Survey Nos. 45 (Part), 46/1 (Part), 46/2 (Part), 46/ 3 (Part), 46/9 (Part)  
 East: Survey Nos. 47/1 (Part), 45 (Part)  
 West: Survey Nos. 45 (Part), 47/1 (Part)

D. Land having an area admeasuring 4,962.24 sq.mtrs and falling under Survey Nos. 46/4 and 47/1  
 ON AND TOWARDS THE  
 North: By part of lands bearing Survey Nos. 46/4 and 47/1  
 East: By part of lands bearing Survey No. 47/1  
 South : By part of land bearing Survey Nos. 46/9 and 47/1  
 West : By part of land bearing Survey No. 46/4

#### **FOURTH SCHEDULE**

##### *DESCRIPTION OF THE SAID PROJECT LAND ABOVE REFERRED TO*

All that piece and parcel of land or ground admeasuring 30,993 sq. mtrs being a portion of the said property more particularly described in the Third Schedule hereinabove written.

#### **FIFTH SCHEDULE**

##### **(DETAILS OF THE SAID FLAT BEING SUBJECT MATTER OF THESE PRESENTS)**

All that;

<b>Residential said Flat No.</b>	<b>B-2106</b>
<b>Carpet Area</b>	<b>47.06 Sq.mtr</b>
<b>Enclosed Balcony</b>	<b>9.2 Sq.mtr</b>
<b>Terrace Area</b>	<b>3.14 Sq.mtr</b>
<b>Floor</b>	<b>21ST Floor</b>
<b>Building/Wing</b>	<b>BEL AIR</b>
<b>PROJECT NAME</b>	<b>VTP BEL AIR</b>

Being constructed on the said Project Land, more particularly described in FOURTH SCHEDULE written above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and delineated in the floor Plan annexed hereto, along with exclusive facility to use One Covered Parking Space.

**Residential Flat No. B-2106 in the Project VTP BEL AIR**

**IN WITNESS WHEREOF THE PROMOTER AND PARTIES WITH FREE CONSENT, COMPLETE KNOWLEDGE & IN COMPLETE PRESENCE OF MIND, GIVE THIS DOCUMENT IN WRITING TO THE ALLOTTEE/S & SIGN, SEALED & DELIVERED BY THE PARTIES HERETO IN PRESENCE OF:-**

<b>SIGNED SEALED AND DELIVERED</b> by the above named <b>PROMOTER-1</b>		
<b>NNP BUILDCON LLP</b> through its designated partner <b>MR. BHUSHAN VILAS PALRESHA</b>		
PHOTO	THUMB	SIGNATURE

<b>SIGNED SEALED AND DELIVERED</b> by the above named <b>PROMOTER-2</b>		
<b>MAHALUNGE LAND DEVELOPERS LLP</b> through its Constituted Attorney <b>NNP BUILDCON LLP</b> through its designated partner <b>MR. BHUSHAN VILAS PALRESHA</b>		
PHOTO	THUMB	SIGNATURE



<b>SIGNED SEALED AND DELIVERED</b> by the above named <b>ALLOTTEE/S</b>		
<b>GUNEET SINGH NAGIA</b>		
<b>PHOTO</b>	<b>THUMB</b>	<b>SIGNATURE</b>
<b>SIGNED SEALED AND DELIVERED</b> by the above named <b>ALLOTTEE/S</b>		
<b>PHOTO</b>	<b>THUMB</b>	<b>SIGNATURE</b>

<b>Witnesses</b>	
	Name:  Address:  Signature:

	<p>Name:</p> <p>Address:</p> <p>Signature:</p>
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