

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“**this Agreement**”) made at Pune this _____ day of _____ in the year Two Thousand and Nineteen.

BETWEEN

(1) **M/S. ONE EARTH**, a partnership firm registered under the provisions of the Indian Partnership Act, having its address at 501, Kensington Court, Lane 5, North Main Road, Koregaon Park, Pune, through the hands of its partners Mr. Adarsh Hegde and Mr. Rohan Seolekar, AND (2) **OXFORD SHELTERS PRIVATE LIMITED**, a company registered under the Companies Act 1956 having its registered office at 501, Kensington Court, Lane 5, North Main Road, Koregaon Park, Pune, through the hands of its director / authorized signatories Mr. Anirudha Uttam Seolekar and/or Mr. Ashok Khupchand Kothari hereinafter referred to as “**the PROMOTERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include, in the case of the partnership firm, the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of such last survivor, and in the case of the company, its successors-in-title, its receivers, official liquidators or the company or companies in which the said company may be merged or amalgamated) of the **FIRST PART**;

AND

KISHOR VILAS BHOSALE

Age about **31** years, Occupation : **Software Engineer**,
PAN NO. – **BHUPB6351D**

Residing at – A/19, Ninad, Sr. No. 42/1, Shram Safalya Society, Ganesh Nagar, Wadgaonsheri, Pune 411014

hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs, executors, administrators) of the **SECOND PART**;

AND

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PINNI 7 CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the Maharashtra Co-operative Societies Act 1960 under Registration No. PNA/ PNA (4) HSG/ (TC) / 15742/2014-15 on 22 May 2014, having its registered office address at S. No. 9 to 14, Hissa No. 1/66, Mundhwa, Pune- 411036, District Pune, through the hands of its Chairman Mr. Kaushil Vora and/or Secretary Mr. Sanjeevkumar Jadhav (hereinafter referred to as “**the CONFIRMING PARTY**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the Managing Committee constituted for the time being and the General body of members, and the successors and assigns of the society) of the **THIRD PART**;

The Promoters, the Allottee/s and the Confirming Party are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

A. The Confirming Party is the sole and absolute owner of all that piece and parcel of portion of land 6465.96 sq. mtrs. (hereinafter referred to as “**the said Land**” more particularly described in the **First Schedule** hereunder written) out of the larger land admeasuring 79 Ares bearing Survey No. 9 to 14 Hissa No. 1/66, situated at Village Mundhwa, Taluka Haveli, District Pune (hereinafter referred to as “**the said Larger Land**”) more particularly described in the **First Schedule** hereunder written.

B. The Confirming Party was earlier the sole and absolute owner of the entire said Larger Land.

C. The Promoters herein were/are entitled to jointly develop the said larger land in terms of the Joint Development Agreement dated 22 December 2016 registered with the office of Sub-Registrar of Assurances, Haveli No. 25, at Serial No. 13359/2016. In pursuance of and simultaneously with the execution of the said Joint Development Agreement, and an Irrevocable Power of Attorney of even date registered with the office of Sub-Registrar of Assurances, Haveli No. 25, at Serial No. 13360/2016 was executed in favour of the Promoters herein, thereby appointing and authorizing the said Promoters herein to do and perform all the necessary acts and deeds essential for the development of the said Larger Land.

D. The Pune Metropolitan Regional Development Authority, Pune, vide its Development Permission and Commencement Certificate dated 21 March 2017 bearing No. 66/1991/16-17, granted Development Permission and Commencement Certificate to develop the said Larger Land as per the Sanctioned Layout Plans on the terms and conditions recorded therein. A copy of the aforesaid Development Permission and Certification is annexed hereto and marked as **Annexure “A”** and a copy of the Sanctioned Layout Plans is annexed and marked as **Annexure “B”**.

E. As per the terms and conditions of the aforesaid Development Permission and Certificate dated 21 March 2017, the Confirming Party had made an Application dated 30 March 2017 to the Collector, Pune for issuance of Sanad for Non-Agricultural Use of the said Larger Land for residential purpose. According, vide Order dated 25 April 2017 bearing No. Mulshi/NA/SR/30/2017, the Collector, Pune granted permission to commence Non-Agricultural Use of a portion admeasuring 7607.01 sq. mtrs. (total 7900.00 Sq. Mtr. less 292.99 Sq. Mtr. Road) out of the said Larger Land. A copy of the aforesaid Order dated 25 April 2017 is annexed hereto and marked as **Annexure “C”**.

Vide Transfer Deed dated 05 January 2019, registered in the Office of Sub Registrar Haveli No. 10 at Sr. No. 329/2019, the Promoters herein have handed over an area admeasuring 1434.04 sq. mtrs. out of the said Larger Land to Pune Municipal Corporation and thereupon, obtained sanction to the Building Plans from Pune Municipal Corporation vide its Commencement Certificate bearing No. CC/3094/18 dated 05.01.2019. A copy of the aforesaid Commencement Certificate is annexed hereto as an Annexure.

Accordingly, the Promoters herein are constructing the buildings on the remaining portion of land admeasuring 6465.96 sq. mtrs. i.e. the said Land, out of the said Larger Land.

F. The Promoters herein are the ‘Promoter’ as defined under the provisions of Act; are in possession of the said Land; and have sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoters on the said Land and to enter into Agreement/s with the allottee(s)/s of the Apartments and to receive the sale consideration in respect thereof;

G. The Promoters proposed to construct on the said Land and/or part thereof two residential building/s in the name and style of “**FLORIDA WATER COLOR**” (hereinafter collectively referred to as the “**said entire Project**”) on the said Land. As per sanctioned Plans, the said entire Project is comprising of two buildings i.e. building A consisting of Parking plus thirteen floors and building B consisting of parking plus fourteen floors, or shall be such further area as may be required by the Promoters and approved by the concerned authorities to be constructed on the said Land along with other amenities and facilities to be provided therein. Considering that the development of the Property will be a large-scale development, the Promoters intend to implement the Project in phase wise manner staggered over a period of time in which Phase I consists of Building B and Phase II consists of Building A and a club house.

H. The Promoters have registered the Phase I as the project under the provisions of the Act with the Real Estate Regulatory Authority (hereinafter referred to as “**the Authority**”) at Mumbai bearing registration No. **P52100000870**; authenticated copy of Certificate of Registration is attached in **Annexure “D”**.

I. The Promoters have entered into a standard Agreement with an Architect registered with the Council of Architects.

J. The Promoters have appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoters accept the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

K. Pursuant the registration of the Project as aforesaid, the Promoters have offered for sale Apartments to be constructed in the building/s forming part of the Project.

L. On demand of the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents that have been furnished to the Authority for registration of the Project which are also available for review on the website of the Authority.

M. On demand from the allottee, in addition to the aforesaid documents, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the said land.

N. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said Land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure “E” and “F”**, respectively.

O. The authenticated copies of the plans of the Layout as approved by the concerned Authorities have been annexed hereto and marked as Annexure **“B”**.

P. The authenticated copies of the plans of the Sanctioned Layout and according to which the construction of the buildings and open spaces are sanctioned and provided for on the Project have been annexed herewith.

Q. The specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the concerned Authorities, more particularly describe in Third Schedule Firstly.

R. The Promoters have got certain approvals from the concerned authorities to the plans, the specifications, elevations, sections and of the said building/s, and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the buildings forming part of the Project.

S. The Promoters have commenced construction of the building/s forming part of the Project in accordance with the said sanctioned plans.

The Promoters have taken project-loan from State Bank Of India and executed Deed of Mortgage and registered in the office of Sub-Registrar, Haveli No. 23, at Sr. No. 12241/2017 on 01 November, 2017.

T. The Allottee/s has applied to the Promoters for allotment of an Apartment No. **902** admeasuring **69.84** sq. mtrs. i. e. **751.76** sq. ft. carpet area on **9th** floor in Phase **I** of building No. **“B”**, being constructed in the Project.

U. 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.

V. Prior to the execution of these presents, the Allottee/s has paid to the Promoters a sum of **Rs. 1,00,000/- (Rupees One Lakh Only)**, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoters to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoters both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.

W. Under section 13 of the said Act the Promoters are required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

X. Prior to the execution of this Agreement the Allottee is satisfied about (i) title and the rights of the Promoters to the said Land, (ii) the approvals and sanctioned in process and already obtained from the authorities in respect of the development of the said Land including the layout plan, building plan, floor plan and the CCS and (iii) the nature of the rights retained by the Promoters under this Agreement. This Agreement is entered into by the Allottee after seeking necessary legal advice.

Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking (if applicable).

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

1. All the aforesaid recitals shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

2. The Promoters shall construct on the said Land / or part thereof building B having parking plus 14 (fourteen) floors (hereinafter referred to as the “**Project**”) in accordance with the plans, designs and specifications as presently approved and sanctioned by the concerned Authorities and

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which have been inspected and approved by the Allottee with such variations, modifications and alterations as the Promoters may have considered subject to the certain changes required to be made for reasons beyond the control of the Promoters or which the Architect/ Engineer may have considered necessary or expedient and/or as shall be required by the concerned local authorities or the Government to be made in them or any of them, from time to time. Further, the Promoters intend to develop the Project as the first phase of development of the said Land, and shall develop the balance remaining portion/s of the said Land in due course of time and in phases as deemed fit by the Promoters.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3. Consideration:

a. Apartment:

The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee, Apartment No. **902** admeasuring **69.84** sq. mtrs. i. e. **751.76** sq. ft. carpet area on **9th** floor in Phase **I** of building No. "**B**", being constructed in the Project (hereinafter referred to as "**the Apartment**") as shown in the floor plan thereof hereto annexed and marked Annexure "**G**" for the consideration of **Rs. 65,33,180/- (Rupees Sixty Five Lakh Thirty Three Thousand One Hundred Eighty Only)** including **Rs. 5,00,000/- (Rupees Five Lakh Only)** being the proportionate price 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 **Third Schedule Firstly** hereunder written.

b. The said Apartment shall have facilities appurtenant thereto as listed out Secondly in the Third Schedule hereunder written and as shown highlighted by Red colour boundary line in the Floor Plan annexed hereto and marked as **Annexure "G"**.

c. Parking Space:

The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to give allotment of one Car parking space

bearing No. ----- in the mentioned Project to the Allottee.

d. Total Consideration:

The total aggregate consideration amount for the Apartment including the proportionate price of the common areas and facilities and the parking space is of **Rs. 65,33,180/- (Rupees Sixty Five Lakh Thirty Three Thousand One Hundred Eighty Only)**.

e. Payment Schedule of Consideration:

(i) The Allottee has paid on or before execution of this Agreement a sum of **Rs. 1,00,000/- (Rupees One Lakh Only)** (the payment and receipt whereof the Promoters hereby admit and acknowledge and acquits, releases and discharges the Allottee from the payment and receipt thereof and every part thereof) as advance payment or application fee for the Apartment agreed to be sold by the Promoters to the Allottee and the Allottee hereby agrees to pay to the Promoters the balance amount of of **Rs. 64,33,180/- (Rupees Sixty Four Lakh Thirty Three Thousand One Hundred Eighty Only)** together with the applicable GST in the following manner :-

Sr. No.	Installments	When to pay
1	9%	Paid on or prior to the execution hereof towards earnest money,
2	20%	To be paid on execution and registration hereof
3	15%	To be paid on completion of the plinth,
4	5%	To be paid on casting the fourth slab,
5	5%	To be paid on casting the eighth slab,
6	5%	To be paid on casting the tenth slab,
7	10%	To be paid on completion of RCC Structure
8	5%	To be paid on completion of Wall and Internal Plaster,
9	5%	To be paid on completion of Staircase and Lift Well,
10	5%	To be paid on completion of external plaster /plumbing /terrace waterproofing,
11	10%	To be paid on completion of lift/water pumps /lobby /electrical fitting/infrastructure,
12	6%	To be paid on handing over of possession of the said Flat
	100%	Total

(ii) The Consideration towards the Apartment shall be paid in phases time being of essence, in accordance with the progress of construction milestones of the said Building in the manner stated

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above. Upon completion of each stage of construction linked to the payment by the Allottee as aforesaid, the Promoters shall intimate in writing to the Allottee to make the payment as per the aforesaid Schedule. The Allottee shall make such payment which is due to the Promotor within 7 (Seven) days of such intimation.

(iii) As per the provisions of the Act the Promoters have opened Bank Account in the name of **“One Earth Rera 100% A/c (Florida Water Colors)”** for 100 % collection/receipt of all the revenue from the sale of the flats to be constructed in Phase I of the Project and all funds/receipts towards sale proceeds of the Project. The Allottee/s shall make all payments of the Sale Price due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of **“One Earth Rera 100% A/c (Florida Water Colors)”**. In case of any financing arrangement availed of 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/pay all such amounts towards Sale Price due and payable to the Promoters through an account payee cheque / demand draft drawn in favour of **“One Earth Rera 100% A/c (Florida Water Colors)”**. Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Flat and/or payment under this Agreement and shall be construed as an Event of Default on part of the Allottee/s as mentioned hereinafter appearing.

The Promoters have also opened designated 70 % bank account as required under the provisions of RERA with State Bank Of India bearing Account No. 37442705460 operated under and named as **“One Earth Rera 70% A/c (Florida Water Colors)”**.

The 100% of the amount collected in **“One Earth Rera 100% A/c (Florida Water Colors)”** will be transferred to above mentioned designated account i.e. **“One Earth Rera 70% A/c (Florida Water Colors)”**. The Promoters shall withdraw amounts from the designated account as per the provisions of applicable law.

(iv) The Consideration shall be subject to Tax Deduction at Source (“TDS”) as may be required under prevailing law while making any payment to the Promoters under this Agreement. Provided that the

Allottee shall make payment of each installment in the aforesaid collection account subject to proportionate deduction of TDS thereon. Provided further that any deduction of an amount made by the Allottee on account of TDS shall be acknowledged/credited by the Promoter, only upon the Allottee submitting the original tax deduction at source challan/ certificate and provided that the amount mentioned in the challan/ certificate matches with the Income Tax Department site.

Provided further that at the time of handing over the possession of the Apartment, if any such challan/ certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoters on the Allottee producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee fails to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Allottee.

(v) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters 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 Promoters) up to the date of handing over the possession of the Apartment. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to, GST, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies ("**Statutory Charges**") under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of Apartment and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts payable by the Allottee. The quantum of such taxes, levies, duties, cesses, charges as decided / quantified by the Promotor shall be paid by the Allottee/s on demand made by the Promoters within 7 (Seven) working days, and the Allottee/s shall indemnify and keep indemnified the Promoters from and against the same. The Statutory Charges shall be borne and paid by the Allottee alone and the Promoters shall not be liable, responsible and/or required to bear and/or pay the same or any part thereof. Upon payment of all

amounts as contemplated in this Agreement the transfer of property in the said Flat shall take place.

(vi) 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 Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

f. Area Deviation:

The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the actual carpet area of the said Apartment increases or decreases more than 3% (three per cent) on account of structural design and construction variances, the consideration in respect thereof shall proportionally stand increased or reduced, which shall be adjusted or paid (as the case may be) at the time of payment of the last installment payable under the payment schedule. Such increase or reduction in consideration will be in respect of the differential percentage only i.e. the difference above or below 3% variation. For the purpose of determination of actual area upon construction of the Apartment, the decision of the Architect appointed for the construction of the said Building shall be final and binding upon the Parties hereto. The Architect shall provide a certificate in writing determining the actual area of the Apartment. The Allottee hereby agrees to and accepts any increase or decrease in the carpet area of the Apartment due to change in any law, rules, regulations, notifications etc. issued by the Central Government, State Government and/or competent authorities from time to time.

g. Adjustment / Appropriation of Amounts:

The Allottee authorizes the Promoters 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 Promoters may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

h. Defaults / Delay in Payments by the Allottee/s:

(i) In the event the Allottee commits default in payment on the due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) for more than 15 (Fifteen) days and/ or commits breach of any of the terms and conditions of this Agreement, the Promoters shall be entitled at its discretion to terminate this Agreement provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, 10% of the Consideration will stand ipso facto forfeited without any reference or recourse to the Allottee towards liquidated damages which the Allottee agrees, confirms and acknowledges to constitute a reasonable, genuine and agreed pre-estimate of damage that will be caused to the Promoters. The Promoters shall refund to the Allottee (subject to adjustment and recovery of the liquidated damages, brokerage if paid and/or any other amount which may be payable to Promoters) within a period of 30 (thirty) days of the termination, the instalments of the Consideration of the Apartment which may till then have been paid by the Allottee to the Promoters without the taxes paid and it is hereby clarified that the Promoters shall not be liable to pay to the Allottee any interest on the amount so refunded. Further, on termination of this Agreement, the Allottees shall have no right, title,

interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Apartment or under this Agreement and for that the Promoters are hereby irrevocably authorised to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation (at the sole option of the Promoters), without the Allottee being a signatory thereto and the Allottee will not raise any objection or dispute in that regard. Further, upon termination the Promoters shall be entitled to deal with, resale or dispose off the Apartment in the manner as the Promoters may deem fit without any reference or recourse to the Allottee.

(ii) Without prejudice to the right of the Promoters to terminate this Agreement on account of delay in payment as stated above, in the event the Promoters do not exercise its option to terminate as aforesaid and grant extension of time to the Allottee to make payment, the Allottee agrees to pay to the Promoter, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule, on all the delayed payments which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters until the date of actual payment. Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the Designated Account and the Promoter's Account.

4. Approvals:

The Promoters hereby agree 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

5. Time of Essence:

Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the Project and

handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee 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 Promoters as provided in clause herein above. ("Payment Plan").

6. FSI / TDR:

The Promoters hereby declare that the Floor Space Index available as on date in respect of the said Land is 5007.56 square meters only and Promoters have planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Project. The Promoters have disclosed the estimated Floor Space Index of 10495.86 Sq. Meters as proposed to be utilized by them on the said Land in the Project and the Allottee has agreed to purchase the Apartment based on the proposed construction and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters only.

7. Subsequent Phases and Additional FSI:

The Promoters have represented to the Allottee that the said Land shall be developed in diverse phases. The layout in respect of the said Land has been duly sanctioned and the Promoters have undertaken development of the Project as first phase in respect thereto. The Promoters hereby represents that the development of the subsequent phases shall be undertaken by the developer by consuming the residual FSI/TDR that shall be available on the said Land, by constructing additional floors over the existing building and/or by undertaking construction of additional wings/buildings in the said Land. The Promoters further represent that the Promoters intend to construct additional floors in the building A by utilising the additional FSI in lieu of handover of amenity space and the premium based FSI.

The purchaser hereby irrevocably grants consent to the Promoters to undertake development of subsequent phases in layout and to put up plans and approvals within the layout, as shall be deemed fit for consuming the balance residual FSI/TDR available on the said Land.

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The Allottee hereby agrees and confirms that he shall not object or create hindrance in undertaking development of subsequent phases in the said Land.

The Allottee is aware and agrees for the sanctioned plans for development on the said Property, the sanctioned and the proposed FSI, the current utilized TDR and the permissible TDR, the sanctioned and the proposed buildings, the sanctioned and the proposed floors and after being satisfied with the same has entered into this Agreement and hereby grants its irrevocable consent to modify, revise, alter the present sanctioned layout/plans in accordance with the proposed plans and the proposed plans and the proposed FSI/TDR. The Promoters shall also be entitled to avail any additional FSI as shall be available by implementing various schemes mentioned in the Development Control Regulations or due to increase in FSI which may be available in the future and modifications to Development Control Regulations applicable to the said Property. The Allottee perused, agreed and has understood that the future FSI, if any, available due to implementation of schemes and/or change in laws/ rules/ DC Rules shall be utilized in the Project and the right of the Promoters to utilize the same and hereby grants his/her/their consent for the same and for modifying, revising, altering, changing the present sanctioned plan as per the above disclosures and the proposed plan. The said consent is granted by the Allottee, misrepresentation, influence and is a specific and studied consent. As such no separate and/or specific consent is required nor shall the Allottee dispute the consent granted herein, it being an important condition, essence of this agreement. The Promoters have thus disclosed the FSI as proposed to be utilized by it on the said Land and the Allottee has agreed to purchase the said Apartment base on the proposed construction and the sale of Apartments to be carried out by the Promoters by utilizing the proposed FSI/TDR and the additional FSI on the understanding that the declared proposed FSI and the additional FSI shall belong to the Promoters only.

8. Amenities:

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoters in the said building and the Apartment as are set out in Third Schedule Firstly. The Allottee/s hereby agree/s and confirm/s that such specifications, fixtures, fittings shall not be subject matter of defect liability.

9. Handing Over of Possession:

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a. The Promoters shall offer possession of the Apartment to the Allottee on or before **31.03.2020** excluding a grace period of 6 (six) months and further subject to Force Majeure events and Other Events as specified herein.

Provided that the Promoters shall be entitled to reasonable extension of time for offering possession of the Apartment within the time frame mentioned in the Agreement, if the completion of the said Building in which the Apartment is situated is delayed on account of –

This document was truncated here because it was created in the Evaluation Mode.

