

**SHREE**

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE is executed at Pune, on this \_\_\_\_\_ day of \_\_\_\_\_ month in the year 201\_\_\_\_.

**BETWEEN**

**M/s. Enerrgia Skyi Ventures LLP;** registered partnership firm registered under The Limited Liability Partnership Act, 2008 having its registered address at Sugat Residency, Plot No.21, Survey No. 77/2/16, Kothrud, Bhusari Colony (Left), Pune 411 038. PAN: AAEFE4717E  
through its authorized partners, ,

**a) Mr. Amit Anil Jagtap**

Age about 40 years, Occupation: Agriculture &Business,

**AND**

**b) Mr. Sushant Mohan Jadhav**

Age about 39 years, Occupation: Agriculture &Business,

Both having address as above.

Hereinafter referred to as '**THE PROMOTER**' (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partner or partners for the time being and from time to time constituting the said firm, the survivor or survivors of any of them and the heirs, executors and administrators of such last surviving partner and his/her/their assigns.)

**... PARTY OF THE FIRST PART**

**AND**

1)

Age: \_\_\_\_\_ years, Occupation: \_\_\_\_\_,

PAN: \_\_\_\_\_

Aadhar Card No: \_\_\_\_\_

Residing at: \_\_\_\_\_  
\_\_\_\_\_

2)

Age: \_\_\_\_\_ years, Occupation: \_\_\_\_\_,

PAN: \_\_\_\_\_

Aadhar Card No: \_\_\_\_\_

Residing at: \_\_\_\_\_  
\_\_\_\_\_

3)

Age: \_\_\_\_\_ years, Occupation: \_\_\_\_\_,

PAN: \_\_\_\_\_

Aadhar Card No: \_\_\_\_\_

Residing at: \_\_\_\_\_  
\_\_\_\_\_

Hereinafter referred to as “**the Allottee**”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns).

**...PARTY OF THE SECOND PART**

**AND**

**1) Mr. Milind Laxman Kulkarni**

Age : 55 years, Occupation : Business,  
PAN : ABVPK 5673 R  
Residing at: 44 /58, Navsahyadri Society, Karvenagar, Pune 411052

**2) Mr. Sandeep Shridhar Walimbe**

Age : 50 years, Occupation :Business,  
PAN: AADPWOO75A  
Residing at: Plot No. 30, Sarthak, United Western Society,  
Karve Nagar, Pune, 411 052

**3) M/s. Enerrgia Skyi Ventures** partnership firm registered under The Partnership Act having its registered address at Sugat Residency, Plot No.21, Survey No. 77/2/16, Kothrud, Bhusari Colony (Left), Pune 411 038. PAN: AADFE1894M

through its partners, (a) **Mr. Amit Anil Jagtap**; Age about 40 years, Occupation: Agriculture & Business and (b) **Mr. Sushant Mohan Jadhav**; Age about 39 years, Occupation: Agriculture & Business

All three through their power of attorney holders Mr. Amit Anil Jagtap; Age about 40 years; Occupation: Agriculture & Business and Mr. Sushant Mohan Jadhav; Age about 39 years; Occupation: Agriculture & Business.

Hereinafter referred to as the '**CONSENTING PARTY**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators).

**...PARTY OF THE THIRD PART**

**WHEREAS** all those pieces and parcels of 13 lands totally admeasuring about 7 Hectares 24.05 Ares situated at Village Bhukum, Taluka Mulshi, District Pune, as stated below are presently owned by the Promoter (earlier partnership firm named and known as 'M/s. Sigma Realty' got converted as 'Enerrgia Skyi Ventures LLP') and the Consenting Party herein as follows:-

Land at Sr. No.	Gat No.	Subject Area		Present Owner/s
		H	R	
1	215	00	53	Enerrgia Skyi Ventures
2	217	00	31.05	Enerrgia Skyi Ventures
3	218	02	68	The Promoter

Land at Sr. No.	Gat No.	Subject Area		Present Owner/s
		H	R	
4	219	00	34.904	The Promoter
5	219	00	96.096	Milind Laxman Kulkarni
6	220	00	18	Enerrgia Skyi Ventures
7	221	00	30	The Promoter
8	222	00	30	The Promoter
9	223	00	26	The Promoter
10	224	00	20	The Promoter
11	293	00	27	Sandeep Shridhar Walimbe
12	294	00	44.928	The Promoter
13	294	00	45.072	Sandeep Shridhar Walimbe

All the aforesaid pieces and parcels of 13 lands totally admeasuring 07 Hectares 24.05 Ares are more particularly described in the **SCHEDULE -I** written hereunder and hereinafter referred to as the '**layout lands**' hereinafter for the sake of brevity any land out of the layout lands is referred with the respective Serial Number thereof as stated above.

**AND WHEREAS** the layout lands have been acquired/purchased by the respective present owners from the respective previous owners thereof as follows:-

Land at Sr. No.	Gat No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and Office of the Sale Deed	Mutation Entry Number
		H	R				
1	215	00	53	M/s Enerrgia Skyi Ventures	Mr. Jaywant Dhondiba Mazire	16/11/2013 5262/2013 Mulshi (Paud)	3026
2	217(Part)	31	05	M/s Enerrgia Skyi Ventures	Mr. Mahendra Sopan Marathe and others	07/09/2015 3616/2015 Mulshi (Paud)	
3(Part)	218(Part)	02	00	M/s. Sigma Realty	Mr. Sandip Balasaheb Ingawale	26/09/2007 6653/2007 Mulshi (Paud)	1873
3(Part)	218(Part)	00	68	M/s. Sigma Realty	Mr. Pandharinath Tukaram Mazire	02/06/2008 4404/2008 Mulshi (Paud)	2054

4 and 5	21 9	01	31	M/s. Sigma Realty	Mr. Avinash Jagannath Batra and 2 others	24/09/2008 7145/2008 Mulshi (Paud)	2113
7	22 1	00	30	M/s. Sigma Realty	Mr. Dattatray Dagadu Kadam and others	07/03/2008 1928/2008 Mulshi (Paud)	1986
8	22 2	00	30	Mr. Shrikant Shravan Mahale	Dnyanoba Ranoji Mazire and others	21/01/2010 453/2010 Mulshi (Paud)	2305
9	22 3	00	26	Mr. Nakul Sham Deshpande	Dipak Sadashiv Mazire and others	Sale Deed 01/12/2009 6926/2009 and Correction Deed 21/01/2010 455/2010 both at	2307, 2308
10	22 4	00	20	Nakul Sham Deshpande	Dipak Sadashiv Mazire and others	Sale Deed 01/12/2009 6925/2009 and Correction Deed 21/01/2010 457/2010 both at	2309, 2310
11	29 3	00	27	M/s. Sigma Realty	Mr. Pandharinath Tukaram Mazire	13/11/2007 7780/2007 Mulshi (Paud)	1951
12 & 13( P)	29 4 (Part)	00	60	M/s. Sigma Realty	Mr. Mahadev Tukaram Mazire and others	20/08/2008 6322/2008 Mulshi (Paud)	2089
12& 13 (Part)	29 4(P art)	00	30	M/s. Sigma Realty	Mr. Narayan Tukaram Mazire and others	20/08/2008 6323/2008 Mulshi(Paud)	2090

**AND WHEREAS** by Deed of Reconstitution of Partnership dated 31/05/2014, Mr. Milind Laxman Kulkarni, the former partner of M/s. Sigma Realty retired from the said partnership and as per mutually agreed terms of M/s. Sigma Realty released all rights, title and interest in Land at Sr. No. 5 i.e. 00 Hectare 96.096 Ares out of land totally adm. 1 Hectare 31 Are bearing Gat No. 219 at Village Bhukum Taluka Mulshi District Pune.

**AND WHEREAS** by Deed of Reconstitution of Partnership dated 31/05/2014, Mr. Sandeep Shridhar Walimbe, the former partner of M/s. Sigma Realty retired from the said partnership and as per mutually agreed terms of M/s. Sigma Realty released all rights, title and interest in total Area adm. 00 Hectare 72.072 Ares i.e. Land at Sr. No. 11 i.e. land adm. 00 Hectare 27 Ares bearing Gat No. 293 and Land at Sr. No. 13 i.e. land adm. 00 Hectare 45.072 Ares out of land totally adm. 07 Hectare 57 Are bearing Gat No. 294 at Village Bhukum Taluka Mulshi District Pune.

**AND WHEREAS** the Promoter has acquired development rights in respect of the lands out of the layout lands owned by the Consenting Party vide registered Development Agreements and Power of Attorneys as follows:-

Land at Sr. No.	Gat No.	Subject Area		Date, Registration No. and Registration office of Development Agreement	Date, Registration No. and Registration office of Power of Attorney
		H	Are		
Name of Owners: Mr. Milind Laxman Kulkarni (Total Area: 00 Hectare 96.096 Ares)					
5	219(Part)	0	96.096	14/06/2013 3487/2013 Mulshi (Paud)	14/06/2013 3488/2013 Mulshi (Paud)
Name of Owners: Mr. Sandeep Shridhar Walimbe (Total Area: 00 Hectare 72.072 Ares)					
11	293	0	27	14/06/2013	14/06/2013
13	294(Part)	0	45.072	3484/2013 Mulshi (Paud)	3485/2013 Mulshi (Paud)

**AND WHEREAS** all the partners of M/s. Sigma Realty, owner of Lands at Sr. Nos. 3 to 5, 7 and 11 to 13 converted the partnership firm into Limited Liability Partnership firm and registered the same as per the provisions of The Limited liability Partnership Act 2008, under the name and style of M/s. Enerrgia Skyi Ventures LLP, with LLPIN AAB-7103.

**AND WHEREAS** by Mutation Entry No. 3072 the name of M/s. Sigma Realty, is converted/ changed as M/s. Enerrgia Skyi Ventures LLP on the revenue records of the concerned lands.

**AND WHEREAS** land Nos. 8 to 10 out of the layout lands have been acquired/purchased by the respective present owners i.e. the Promoter from the respective previous owners thereof as follows:-

Land At Sr.No.	Gat No.	Subject Area		Present Owner/s	Previous Owner/s	Date of Execution, Registration Number and office of the Sale Deed	Mutation Entry Numbe
		H	R				
8	222	00	30	The Promoter	Mr. Shrikant Shravan Mahale	21/10/2013 4940/2013 Mulshi (Paud)	3007
9	223	00	26	The Promoter	Mr. Nakul Sham Deshpande	21/10/2013 4933/2013 Mulshi (Paud)	3006
10	224	00	20	The Promoter	Mr. Nakul Sham Deshpande	21/10/2013 4933/2013 Mulshi (Paud)	3006

**AND WHEREAS** on 30/12/2014, M/s Enerrgia Skyi Ventures exchanged other land owned by them in Gat No 236 against the land at Sr. No. 6 by executing and registering the Deed of Exchange with the owner thereof i.e. Mr. Bhavik Rashmi Bhimjyani, which is duly registered in the office of Sub Registrar Mulshi (Paud) at Sr. No. 4733/2014 on 31/12/2014.

**AND WHEREAS** the Promoter has also acquired development rights in respect of the land Nos. 1,2 & 6 out of the layout lands owned by the Consenting Party vide registered Development Agreements and Power of Attorneys as follows:-

<b>Land at Sr. No.</b>	<b>Gat No.</b>	<b>Subject Area</b>		<b>Date, Registration No. and Registration office of Development Agreement</b>	<b>Date, Registration No. and Registration office of Power of Attorney</b>
		H	Are		
Name of Owners: Enerrgia Skyi Ventures		(Total Area: 00 Hectare 53Ares)			
1	215(Part)	0	53	26/10/2015, 4117/15, Mulshi Paud	26/10/2015, 4118/15, Mulshi Paud
Name of Owners: Enerrgia Skyi Ventures		(Total Area: 00 Hectare 49.05Ares)			
2	217(Part)	0	31.05	26/10/2015, 4119/15, Mulshi Paud	26/10/2015, 4120/15, Mulshi Paud
6	220	0	18	26/10/2015, 4119/15, Mulshi Paud	26/10/2015, 4120/15, Mulshi Paud

**AND WHEREAS** the Promoter herein has thus purchased 07 pieces of lands out of the layout lands and acquired development rights in respect of the remaining 06 pieces of lands, out of the layout lands with an intention of carrying out a composite scheme of construction consisting of residential as well as commercial units/premises by obtaining necessary clearances, permissions and sanctions as per the prevalent laws, rules and regulations.

**AND WHEREAS** initially the Promoter had prepared and got sanctioned a composite layout and building plans in respect of land at Sr. Nos. 3 to 5 and 7 to 13 out of Layout lands totally admeasuring 62,200 Sq. Mtrs. with the permissions for non agricultural use from the Collector of Pune vide its order dated 01/10/2010 bearing No. PMA/NA/SR/380/2010 read with order dated 02/05/2011 bearing No. PMA/NA/SR/380/2011 and the Promoter has revised a composite layout and building plans in respect of the land at Sr. Nos. 3 to 5 and 7 to 13 with the sanction and

permission of the Collector Pune vide its order dated 10/07/2014 bearing No. PMA/NA/SR/205/2014. After acquisition of lands at Sr. No. 1, 2, and 6, the Promoter has revised a composite layout and building plans in respect of the layout lands with the sanction and permission of the Pune Metropolitan Region Development Authority. Thus the Promoter has amalgamated the layout lands adm. 72405 Sq. Mtrs. as per the said revised and sanctioned layout showing and carving out the lands for construction of residential as well as commercial units/premises, internal roads, open spaces and amenity spaces hereinafter the same is referred to as '**the layout**'.

**AND WHEREAS** the Promoter herein, being the Promoter as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under(hereinafter referred to as "**the said Act**"), is desirous of carrying out an project of housing on the layout land excluding the amenity space thereof and if possible by acquiring additional lands adjacent to the layout lands and hence the Promoter has also proposed to acquire/purchase certain lands adjacent to the layout lands or acquire the development rights thereof and to amalgamate such additional lands with the layout lands by revising the said layout and thereby the Promoter has proposed to carry out scheme of construction in the total land to the extent of 35 Acres i.e. about 14 Hectares. However for acquiring such additional lands and adding the same in the said layout, the Promoter may require some more time. Hence with clear intentions and idea of increasing the area of the said layout to the extent of 35 Acres i.e. about 14 Hectares, the Promoter has presently launched a scheme of construction consisting of units, row houses, bungalows, residential units, tenements, commercial premises , of various sizes, named and known as '**SKYi' MANAS LAKE**' on the land admeasuring 62244.74Sq. Mtrs. out of the layout land i.e. excluding the amenity space thereof, which is more particularly described in the **Schedule-II** hereunder and herein after referred to as the '**Project Land**'.

**AND WHEREAS** considering the total building potential of the project land as per the current laws, rules and regulations, and also considering the market potential and the required infrastructure as well as funds for carrying out and completing the entire project on the project land, the Promoter has decided to carry out and complete the said project in various phases, either one by one or certain phases simultaneously as per the choice and requirement of the Promoter.

**AND WHEREAS** being one of the phase of the said project, the Promoter has launched and commenced the development and construction of the building number \_\_\_\_\_ out of the sanctioned layout and building plans in respect of the project land. The phase no \_\_\_\_\_ consisting of said building out of the said project is referred to as '**SKYi MANAS LAKE Phase '\_\_\_\_'** hereinafter for the sake of brevity referred to as '**the said phase**', which shall be deemed to be '**Real Estate Project**' as contemplated under the said Act.

**AND WHEREAS** the Promoter has appointed architects registered with the Council of Architects for carrying out the development of the Project Land and for carrying out the construction of multistoried building/s and other structure/s thereon.

**AND WHEREAS** the Promoter has entered into a standard Agreement with such Architects registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

**AND WHEREAS** the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the said project.

**AND WHEREAS** since the said project was the ongoing project having various ongoing phases, as on the date of the commencement of the said Act, the Promoter will be registering the said phase under the provisions of the said Act with the Real Estate Regulatory Authority. And upon such Registration all documents and information related to said phase will be available on the website of the Authority <https://maharera.mahaonline.gov.in> .

**AND WHEREAS** the Allottee herein demanded from the Promoter and the Promoter has given inspection to the Allottee and has also provided the Allottee/s with one set of all the documents relating to the project land and the plans, designs and specifications prepared by the Architect of the Promoter and such other documents as are specified under the said Act and the rules and regulations made thereunder and

the Allottee has satisfied himself about the clear and marketable title of the Promoter and the Consenting Party to the project land, and all the documents provided by the Promoter to the Allottee herein and has approached the Promoter for allotment and booking of a unit in the said phase and agreed to purchase the same, more particularly described in the **Schedule-III** hereunder written and more particularly shown in the floor plans annexed herewith as **ANNEXURE 'B-1'**, which unit is hereinafter in this agreement for all intention and purposes is referred to as '**the said unit**', at and for the price hereinafter agreed, subject to the terms and conditions herein appearing.

**AND WHEREAS** the title certificate issued by the Advocate of the Promoter in respect of the layout land is annexed herewith as **Annexure 'C'**, the copy of Index II extract for the declaration executed and registered by the Promoter for declaring and confirming the 7/12 extracts of all the pieces of lands involved and amalgamated in the said layout, is annexed herewith as **Annexure 'D'**, The copies of the permission obtained from PMRDA is annexed herewith as **Annexure 'E'** and the general specifications and amenities for the construction of the said unit have been listed out and described in **Annexure 'G'** annexed herewith.

**AND WHEREAS** the Promoter has specifically and clearly disclosed and declared to the Allottee regarding the schematic planning for carrying out the said project by utilizing the entire permissible FSI in respect of the layout land, the total FSI potential, total permissible construction, proposed acquisition of additional lands, planning for maintenance through project maintenance agency, scheme/planning for building/phase wise society formation and the formation of the Federal society, common areas amenities and facilities of the said project more particularly described in the **Schedule-V** hereunder, building wise/phase wise Common areas amenities and facilities more particularly described in the **Schedule-VI** hereunder, scheme for the execution and registration of building wise/phase wise deeds of conveyance etc. as stated in the operative part of these agreement appearing hereafter and the Allottee has well understood the same before entering into and executing this Agreement.

**AND WHEREAS** the Promoter has clearly informed the Allottee that there are no covenants, impediments, tenancies affecting the project land or any encroachments on the project land or mortgage, lien or charge on the project land,

except specifically stated in this Agreement as well as in the title and search report of the Advocate of the Promoter which has already been inspected and understood by the Allottee. So also the Promoter has assured the Allottee that apart from the permissions already obtained by the Promoter in respect of the project land, no other permissions / sanctions are required to be obtained with respect to the Said Unit.

**AND WHEREAS** The Promoter has the right to sell the Units in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the said Unit and to receive the sale consideration in respect thereof.

**AND WHEREAS** that under the provisions of section 13 of the said Act, the Promoter are required to execute a written statement for sale of the said unit to the Allottee/s in fact these presents and the parties are required to register this said agreement under Registration Act, 1908 within four months from the date of execution thereof.

**AND WHEREAS** in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said unit as stated hereunder.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of Act or the Rules made thereunder.

## 1. DEFINITIONS :

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

- i) **“The Said Project”:** means the scheme of construction of residential as well as commercial units/premises, named and to be known as “**SKYi MANAS LAKE**” being carried out by the Promoter on the Project land consisting of multistoried buildings having units /duplexes/ penthouses etc and clusters/ phases having row houses/ bungalows/villas, as well as commercial units/premises etc, which the Promoter has agreed to sell or which the Promoter would be selling on ownership basis to the respective Allottee or which would be given by the Promoter on license/lease/rent to respective licensee or the tenant. The said Project also includes the common areas amenities and facilities provided for the said Project and also the Common areas amenities and facilities provided for a particular building out of the said Project.
- ii) **“The Layout Land”:** means the total land admeasuring about 07 Hectares 24.05 Ares i.e. 72405 Sq. Mtrs., situated at Village Bhukum, Taluka Mulshi, District Pune as described and identified in the **Schedule- I** written hereunder, including the lands for construction of residential units, as well as commercial premises land under the internal roads, the open spaces and the amenity space as per the layout, and also the land and or pieces of lands acquired and/or included and/or excluded by the Promoter in the layout, hereafter, by revising the same from time to time till the completion of the said Project.
- iii) **“The Project Land”:** means the land admeasuring about 6 Hectares 22.44 Ares i.e. 62244.74 Sq. Mtrs. situated at Village Bhukum, Taluka Mulshi, District Pune as described and identified in the **Schedule -II** written hereunder and also the land or pieces of land included and/or excluded by the Promoter by revising the layout from time to time hereafter till completion of the said project. The project land will be the total land under the layout excluding the “Amenity Space/s” thereof.

iv) **“The Layout”:** means the map for amalgamation of various pieces of lands forming part of the layout land showing/carving out the land for construction of residential units, as well as commercial premise, open spaces, internal roads, amenity spaces duly sanctioned by the competent authorities and all the revisions thereof done by the Promoter as per the schematic planning, by obtaining proper approvals of the competent authorities with or without amalgamating additional land/s therein.

v) **“The Building Plan”:** means the plan of building duly sanctioned by Pune Metropolitan Regional Development Authority (PMRDA) or relevant competent authorities consisting of said unit.

vi) **“The Said Building”:** means the building out of Said Phase being constructed on the Project Land in which the said unit is situated or will be situated.

vii) **“The Unit”:** means a separate and self contained residential premises/ tenement/ commercial premises in the said project of various sizes/areas/designs constructed as per the sanctioned building plans on the said project land, which includes units, duplex units, penthouse, row house, bungalow, villa, commercial premises etc, being transferable and heritable property.

viii) **“The Said Unit”:** means the unit agreed to be purchased under this agreement by the Allottee herein which is more particularly described in the **Schedule-III** written hereunder.

ix) **“The Total FSI/FAR”:** The total FSI/FAR means the total permissible Floor Space or Area in respect of the project land and additional land/s, if any, included and/or amalgamated by the Promoter in the said project.

x) **“The ‘Carpet area”:** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Such carpet area is calculated on bare shell basis, prior to application of any finishes/ finishing material.

xii) **“The Total area”:** means the total of carpet area of the unit plus the area of adjacent terrace/exclusive balcony/exclusive wash area plus the proportionate area of the unit in the Common areas and facilities of the said building.

xiii) **“Project Maintenance Agency” (‘PMA’):** The agency appointed by the Promoter for the maintenance work of common areas, amenities and facilities of the Said project and the Common areas, amenities and facilities of the said building to be provided by the Promoter for the said project or parts thereof on such terms and for such consideration as the Promoter at its discretion may think proper.

xiv) **“The said society”:** means the co-operative housing society formed and registered by the Promoter of all the Allottees of units in a particular building, or a particular cluster / phase of buildings, bungalow, row houses, villa, in which the said unit agreed to be purchased by the Allottee is situated or to be situated, which society will be the owner of the structure of the said building or the structures of bungalow/ row houses/ villas thereof as the case may be.

xv) **“The member societies”:** means all the co-operative housing societies formed and registered by the Promoter in respect of various buildings, or a particular cluster / phase of buildings, bungalows, row houses, villas, which societies will be the members of the federal society.

xvi) **“Federal Society”:** means the co-operative society formed and registered by the Promoter with the object of the smooth operations, functioning, management of its member societies and to own, maintain, administer the common areas, amenities and facilities of the said project.

xvii) **“Common areas, amenities and facilities of the said project”:** means all such areas amenities, facilities of the said project provided by the Promoter for the common use and enjoyment of all the residents of units in the said project, which are listed out and described in the **Schedule-V** written hereunder, which exclude the Common areas, amenities and facilities of the

said building. Such areas, amenities , facilities of the said project shall be the internal development works as provided under the said Act.

**xvii) “Common areas, amenities and facilities of the said building”:** means all such common areas such as staircase, lifts, lift space, lobby, passage, amenities, facilities provided by the Promoter within the said Building for the restricted usage and enjoyment of residents/occupants of a said building, which are listed out and described in the **Schedule-VI** written hereunder.

**xviii) “External development works”:** means the development works for the benefit of the said project, situated outside the periphery of the said project, which are listed out and described in the **Schedule-VII** written hereunder.

**xix) “Independent areas and facilities”:** means the areas and facilities for which the exclusive right to use and occupy is granted by Promoter for a particular unit, if any, to the exclusion of the Allottees/occupants of the other units in the said project and described in the **Schedule-IV** written hereunder;

**xx) “Additional lands”:** means the lands admeasuring to the extent of about 17Acres i.e. 6.8Hectares adjacent to the layout lands i.e. the lands bearing Gat Nos. 216, 217, 226, 227, 228, 281, 294 & other which may be entirely or partly acquired/purchased by the Promoter by sale deeds or development agreements and power of attorneys from the present owners thereof for the purpose of amalgamating the same with the layout land and to increase the volume/area of the said project and /or the project land.

**xxi) “Specific Consent”:** means the consent specifically granted by the Allottee for the revisions of the layout in respect of layout land as well as for the revisions/modifications of building plans specifically informed and disclosed by the Promoter to the Allottee as stated in clause No.15 below, which do not adversely affect the said unit.

**xxii) “Conveyance in favour of the said society”:** means the instrument for sale, transfer, conveyance of the structure of the said building (excluding basements, podiums, if any and the parking floor/s of the said building)

along with all the Common areas, amenities and facilities of the said building in favour of the said society.

**xxiii) 'Conveyance in favour of the Federal society':** means the instrument for sale, transfer, conveyance of the entire undivided or inseparable Project land underneath all the buildings/ wings along with structures of basements, podiums thereof, if any and the parking floor/s of all such buildings with the other structures for parking lots, if any constructed on the Project Land along with all the common areas, amenities and facilities of the said project in favour of the federal society.

**xxiv) 'Prescribed interest rate' :** means rate of interest equal to the State Bank of India highest Marginal Cost of Lending Rate plus two percent and if the same is not available, then such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public, as provided in Rule 18 of the Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.

The parties hereby agree and confirm that all the definitions as stated above shall form integral part of this agreement.

## **2. PROMOTER'S VISION FOR THE SAID PROJECT :**

**2.1** The Promoter has planned to carry out and complete the said project on the land totally adm. about 140000 sq. mtrs. out of which the Promoter has already acquired the development / ownership rights of the land adm. 72405 sq. mtrs. as described in Schedule – I written hereunder and the Promoter has started the said project on the project land thereof, as described in Schedule – II written hereunder. The Promoter is still in the process of acquiring the development rights or ownership rights of the Additional lands, with a view to complete the said project with the vision of the Promoter on the total land adm. about 140000 sq. mtrs. However, due to unavoidable reasons or for the reasons beyond the control of the Promoter, if the Promoter cannot acquire the development rights or ownership rights in respect of the additional lands or

part thereof, then the Promoter will carry out the said project on the project land including such additional lands, which the Promoter may be able to acquire hereafter. The Promoter has clearly apprised the Allottee about its intention of doing so and the Allottee has taken due note of the same along with a possibility of promoter not able to acquire development rights or ownership rights in respect of the additional lands or part thereof. The total extent of the said project, considering the vision of the Promoter is more particularly shown in the proposed layout of the said project, which is annexed herewith as Annexure 'A2' and the layout approved by the local authority i.e. by PMRDA as on date for the said project is annexed herewith as Annexure 'A1'.

**2.2** The Promoter has disclosed the Allottee that the said Project will be tentatively developed in the following phases:-

Phase Nos.	Particulars
Phase I	Comprising of Building Nos. 1,2 & 3
Phase II	Comprising of Building No. 4,5
Phase III	Comprising of Building No. 8
Phase IV	Comprising of Building No. 6,7
Phase V	Under planning

The Promoter has also informed the Allottee that as per the convenience and discretion of the Promoter, they will be entitled to commence and carryout the development and construction of any phase / phases out of the said project, subject to obtaining required sanctions and permissions for the same. The Promoter shall be entitled to register each phase out of the said project as a separate Real Estate Project as per the provisions of the said Act or if required by the Promoter two or more phases out of the said project as stated above can be registered as a Real Estate Project as per the provisions of the said Act.

**3. PROMOTER TO DEVELOP AND CONSTRUCT THE SAID PROJECT,  
SAID PHASE AND THE SAID BUILDING:**

**3.1.** The Promoter herein has obtained the necessary permissions and sanctions from the local authority and/or competent authorities in respect of Layout Land described in **Schedule-I** written hereunder and for the commencement of the said Project on the Project land, described in the **Schedule-II** written hereunder, and shall further obtain all the necessary permissions and sanctions from the concerned authorities for carrying out and completing the said Project as per the policies and schematic planning of the Promoter for the said project and accordingly shall carryout and complete the said project by abiding and observing all the terms and conditions of all such permissions and sanctions.

**3.2.** The Promoter has obtained sanctioned plan in respect of the Said Building to be constructed on the Project Land, hereinafter referred to as the '**said Building**' consisting of the said Unit agreed to be purchased by the Allottee and the Promoter has commenced the construction of the said building. The Promoter shall carryout and complete the construction of the said building having stilted ground floor, \_\_\_\_\_ plus minimum \_\_\_\_\_ upper floors, in accordance with the plans designs, specifications approved or which may be revised by the Promoter with the approval of the concerned authority/authorities and which have been seen and approved by the Allottee with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority. However, the Promoter shall ensure that such alterations and modifications shall not adversely affect the said unit agreed to be purchased by the Allottee as per the terms of this agreement. Though, the building plans for the said Building are presently sanctioned by local authority upto \_\_\_\_\_ floors, the Promoter has proposed to construct the additional \_\_\_\_\_ floors for the said building, by obtaining the permission and sanctions of the local authority. However, if the Promoter could not obtain such permission and sanction to construct additional floors or any such additional floor/s of the said building then the Promoter shall restrict the construction of the said building upto the last sanctioned floor. The Promoter shall have the right to amend and/or modify the said plans for smooth and better development and construction of the said Project without any reference to the Allottee. The Allottee has hereby given his irrevocable consent to the Promoter herein to carry out such revisions,

alterations, modifications in the sanctioned plan/s of the said building, entire layout of the said project, other building/s as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary for Promoter or in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, or Government or any officer of any local authority. However the Promoter has to ensure that such alterations and modifications shall not adversely affect plan, design, location, or carpet area of the said unit hereby agreed to be sold.

#### **4. AGREEMENT AND CONSIDERATION:**

- 4.1** The Allottee agrees to purchase from the Promoter and the Promoter agrees to sell to the Allottee, the said unit i.e. the unit No. \_\_\_\_\_ in the Building No.\_\_\_\_\_ (i.e. the said building), which unit is more particularly described in the **Schedule-III** hereunder written and more particularly shown in red boundary lines in the floor plan annexed herewith and marked as **Annexure 'B-1'**, for the total consideration of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only), subject to the terms and conditions stated herein.
- 4.2** The specifications of the said unit and the fixtures, fittings to be provided by the Promoter for the said unit are described in the Annexure 'G', annexed herewith. The Allottee has seen and approved the floor plan of the said unit and the Allottee shall not be entitled to ask or demand for any change, alteration or revision in the floor plan of the said unit. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee.
- 4.3** The Promoter and the Allottee specifically agree that the total consideration of the said Unit have been settled by and between them on the basis of the carpet area of the said unit and Promoter is charging the total consideration only for the carpet area of the said unit. The Promoter and the Allottee therefore mutually agree that the total consideration of the said unit shall not

be affected if the actual carpet area of the said is found out to be less or more upto the 3% of the carpet area of the said unit as stated in this agreement. However if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in carpet area on pro rata basis based on the consideration stated in clause No. 5 herein under written.

**4.4** The Purchase Price is escalation-free, save and except escalations/increases, due to reasons stated in clause No. 4.3, 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 for increase in development charges, cost, or levies imposed by the Competent Authority etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

**4.5** The Promoter and the Allottee agree and confirm that considering the total consideration charged by them on the basis of the carpet area of the said unit, the Promoter shall not charge or demand any separate amount or consideration from the Allottee on account of the following:-

- i) The cost of FSI / FAR utilized for the said unit out of the total FAR / FSI of the said building.
- ii) The proportionate cost for providing the common areas, amenities and facilities for the said building.
- iii) The proportionate cost for providing the common areas, amenities and facilities for the said project.
- iv) Proportionate Cost of External Development works attributable for the said project.
- v) Legal charges of preparation of this Agreement, excluding stamp duty and registration fees.
- vi) Charges and deposit for electricity connection and electricity meter for the said unit.

## 5. PAYMENT OF CONSIDERATION

**5.1** The Allottee has agreed to pay the total agreed consideration for the said unit to the Promoter in a manner as described in **Schedule- VIII**.

**5.2** The Allottee has on or before the execution of this Agreement, paid to the Promoter a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being part payment towards the total agreed consideration for the said unit as described in **Schedule-IX**.

**5.3** The Allottee shall pay the amounts of balance consideration to the Promoter from time to time by duly drawn cheques/ pay orders / demand drafts in the name of the Promoter or by electronic transfer/RTGS / wire transfers in the Current A/c No. 7611562064, of the Promoter in Kotak Mahindra Bank, Nariman Point, Mumbai Branch IFSC KKBK0000958, Swift Code KKBKINBB payable at Pune, or at any other Account as may be intimated by the Promoter to the Allottee. The Promoter will issue an acknowledgement receipt to the Allottee upon receiving payments from the Allottee as stated above, subject to realization of the concerned amounts in its said bank account.

**5.4** The timely payment of the consideration amounts and any other amounts due and payable as stated in this agreement shall be the essential and important condition of this Agreement.

**5.5** The Allottee is aware that as per the provisions of the Section 194-IA of the Income Tax Act, he may be liable to deduct tax at Source (TDS), if applicable he shall pay such amount of TDS and the Promoter shall acknowledge receipt of amount equivalent to such amount of TDS, only upon the Allottee submitting the certificate for the required amount of TDS and upon the verification to the effect that the amount mentioned in

the TDS certificate is matching with the amount credited in the name of the Promoter, appearing on the website of the Income Tax Department.

## **6. ALLOTTEE'S OBLIGATION TO PAY ADDITIONAL AMOUNTS:**

### **6.1 TAXES AND CESSES IMPOSED BY LOCAL AUTHORITY:**

All direct and indirect taxes, charges, cess or other outgoings, present and future, one time and/or recurring as imposed by the government, semi-government, local authorities, any statutory body, et cetera in respect of the said unit and/or this agreement shall be borne and paid exclusively by the Allottee.

### **6.2 TAXES SUCH AS VAT, SERVICE TAX, GST IMPOSED BY GOVERNMENT :**

The Value Added Tax (VAT), Service Tax and / or GST payable to Government in respect of this agreement shall be separately paid by the Allottee to the Promoter. The Allottee hereby further agrees that in the event of any other taxes to the State and/or Central Govt. or increase in service tax or value added tax (VAT) or GST or any other tax or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession of the said unit the same shall be paid/reimbursed by unit Allottee to the Promoter, as and when charged and demanded by the Promoter. If Allottee fails to pay the amount within fifteen days from demand, then unit Allottee shall be liable to pay interest /penalty / fine, which will be levied by the concerned authorities from time to time. The Allottee shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee shall keep the Promoter harmless and indemnified therefrom.

### **6.3 PROVISIONAL MAINTENANCE CHARGES:**

The Allottee shall be liable to pay the maintenance deposit /corpus and monthly provisional maintenance charges to the Promoter in respect of the said unit as provided hereafter.

#### **6.4 STAMP DUTY AND REGISTRATION FEES:**

The Allottee shall bear and pay the stamp duty and registration fees, out of pocket expense of this agreement and that of the deed of conveyance to be executed in terms of this agreement as provided hereunder.

**6.5** The timely payment of the aforesaid additional amounts shall also be the essential and important condition of this Agreement.

#### **7. TERMINATION BY THE PROMOTER:**

**7.1** On the Allottee committing default in payment on the due date ( Allottee not making payment of the any amount due and payable as per terms of this agreement to the Promoter) or any other amount/s due and payable under this agreement and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes etc. levied by the concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall in its sole discretion be entitled to terminate this Agreement.

**7.2** Provided always, the power of termination under this agreement herein mentioned shall not be exercised by the Promoter, unless and until the Promoter has given to the Allottee 15 (fifteen) days' prior notice in writing, of its intention to terminate the Agreement and of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate the Agreement, default shall have been made by the Allottee by neglecting to rectify the breach or breaches within the notice period (15 days) after giving of such notice. The agreement shall stand terminated if the Allottee before the expiry of the notice period fails to remedy the breaches. It is hereby made specifically clear that in the above event of termination,

execution and registration of deed of cancellation will not be necessary. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Unit and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Unit and/or car parks in the manner it deems fit and proper. on the termination and cancellation of this Agreement in the manner as stated in this sub-clause:

- (i) Promoter shall be entitled to forfeit 15% of the Purchase Price as and by way of agreed genuine pre-estimate of liquidated damages along with the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Unit up to the date of termination of this Agreement and brokerage, if any paid by the Promoter while booking the said Unit in the name of the Allottee. In case the amount to be deducted under this clause exceeds the amount received from the Allottee towards the purchase price, then the promoter shall recover the shortfall from the Allottee, which the Allottee agrees and undertakes to pay within 15 days from the date of demand. If the Allottee herein has obtained any housing loan on the Said unit then such refund of amount to the Allottee shall be subject to deduction of all the amounts payable to the bank/financial institute from whom, the Allottee herein has obtained housing loan.
- (ii) The Promoter shall refund to the Allottee above referred amount after deduction without any interest, in 3 (three) monthly equated instalments commencing from the date on which the said Unit is sold by the Promoter to any new Allottee by executing Agreement for Sell in favour of such new Allottee. The instalments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof. The Allottee shall have no lien, charge or any other right in and upon the said premises on termination.
- (iii) The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs or otherwise on the amount refunded. The amount of refund shall be accepted by the Allottee/s in full

satisfaction of all his/her/its/their claims under this Agreement and/or in or to the said Unit.

**7.3** The Allottee herein irrevocably nominate, constitute and appoint Mr. Sushant Mohan Jadhav and Mr. Amit Anil Jagtap, jointly or severally, who are the partners of the Promoter, as the, constituted attorney to execute and register the Deed of Cancellation or any other document as may required to cancel this transaction in law if required and on termination of this agreement as aforesaid and who is entitled to do the same on agreeing to refund of amount by cheque/demand draft as aforesaid by post. By executing these presents the Allottee and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of constituted attorney as aforesaid by the Allottee, for the aforesaid purpose, the additional stamp of rupees five hundred is paid herewith by the Allottee for this instrument under the Bombay Stamp Act, 1958 for cancellation of this agreement it is clearly agreed and understood between the parties herein that the deed of cancellation shall only be executed if the Allottee fails and or neglects to execute cancellation deed of this agreement.

**7.4** The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with simple interest calculated at the rate equal to the Prescribed Interest Rate. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default.

## **8. TERMINATION BY THE ALLOTTEE :**

Only in the eventuality of the Promoter failing to abide by the time schedule for handing over the said Unit to the Allottee as per terms of this Agreement (save and except for the reasons as stated hereinabove) then the Allottee shall be entitled to either of the following:

**8.1** Request the Promoter in writing at the address provided by the Promoter, to pay Simple Interest calculated at the rate equal to the Prescribed Interest Rate

on the amounts paid by the Allottee for every month of delay till the handing over of the possession of the said Unit to the Allottee

**8.2** the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter at the address provided by the Promoter. Upon completion of 15 days from receipt of notice by the Promoter, this Agreement shall stand terminated and cancelled. Allottee shall execute deed of cancellation in favour of Promoter and The Promoter shall endeavour to refund the amounts received from the Allottee .Upon execution of cancellation deed the Promoter shall be liable to refund all the amounts till then received by the Promoter out of agreed consideration as per clause 5.2 for the Said Unit , ( save and except amounts collected for the purpose of making payments towards Govt taxes, duties and fees ) to the Allottee along with simple interest calculated at the rate equal to the Prescribed Interest Rate, in 6 (six) monthly equated instalments commencing from the date of termination. The instalments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof.

The Allottee hereby acknowledges and agrees that he shall choose either of the aforesaid remedies and not both. The Allottee shall be entitled to terminate this Agreement only if the Promoter fails to deliver the possession of the said unit as per the terms of this Agreement.

## **9. FACILITY OF CAR PARKING LOT:**

**9.1** The Promoter has made explicitly clear to the Allottee that for providing ample and sufficient parking lots to the Allottees of Units in the said project, the Promoter has after consulting the Architect, planned and provided for various covered parking lots in the basements, podiums, stilts, parking floors of the buildings out of the said project and has also provided open parking lots in the surrounding areas of the buildings without affecting the internal traffic movements on the internal roads and passages in the said project. The Promoter has also made clear to the Allottee that as per the independent requirements of the Allottees of the units in the said project, the Promoter

will be granting the exclusive right to use and occupy the respective parking lots to the respective Allottees, without charging any consideration for the same and hence the Promoter will not be selling any parking lot/s to any Allottee for consideration, whatsoever. However, the grant of exclusive right to use and occupy the concerned parking lot/s, open and /or covered as the case may be, shall be treated and considered as additional facility provided for the concerned unit. It is further made clear by the Promoter to the Allottee that while executing the Conveyance in favour of the Federal society, the area under such parking lots, open or covered, alongwith the structure of the basements, podiums, stilts, parking floors of the buildings out of the said project with the other structures for parking lots, if any, will also be conveyed being the part of the common areas, amenities and facilities of the said project, subject to the exclusive rights to use and occupy the parking lots granted by the Promoter to the respective Allottees. Accordingly, the parking lots in the said phase will also be dealt with by the Promoter and such parking lots will form the part of the independent areas and facilities for the respective unit. For the sake of clarity regarding the grant of exclusive rights to use and occupy the parking lots to the respective Allottees, such parking lot/s will be more particularly shown in the Annexure 'B2' of this Agreement. .

**9.2** However, at the time of execution of the sale agreement in respect of the unit, if any Allottee specifically requests the Promoter that he does not require a parking lot, then he or his legal heirs or his subsequent transferees/ assignees shall not be entitled to claim any allotment of parking lot from the Promoter. It is assumed that such Allottees have willingly released, relinquished their rights / benefits / interest in the parking lots to the Promoter and in the agreement of such Allottee, in **Schedule-IV**, the parking lot will be shown as 'Nil' as requested by such Allottee. It is further informed by the Promoter to the Allottee that the Allottee shall get the above mentioned allotment of parking lot confirmed from the said society and/or federal society once they are formed and registered, such grant of exclusive right is subject to final confirmation from said society and/or federal society

and the same shall form a part the conveyance in favour of the federal society.

**9.3** Upon Conveyance in favour of the Federal society Promoter shall handover Un-allotted Car Parking Spaces in the said Project, if any to Federal society, where as till such time the same shall continue to remain the property of the Promoters and shall remain in possession of the Promoters. It shall be upon the Promoters' discretion till such time to allot/use these un-allotted spaces continue to remain with the Promoter.

## **10. RESPONSIBILITIES OF THE PROMOTER:**

**10.1** The Promoter shall observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned authorities and/or the local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the unit to the Allottee, obtain from the concerned local authority or authorised person, the occupation and/or completion certificates in respect of the same.

**10.2** In case any structural defect or any other defect in workmanship, quality or provision of services in the said unit or the said building is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession of the said unit as provided in this Agreement, it shall be the duty of the Promoter to rectify such defects without further charge and in the event of Promoter's failure to rectify such defects, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under the said Act. The terms, structural defect, workmanship, quality and provision of services are understood and agreed by the parties and the same are defined in the Product Manual provided by the Promoter.

**10.3** Provided that the defects which may be brought to the notice of the Promoter by the Allottee, should not have arisen due to incorrect or negligent usage i.e. against the guidelines, precautions, regular maintenance as per the project manual provided by the Promoter for the said building as well as for the said

project to the Allottee at the time of handing over the possession of the said unit, by the Allottee and/or his family members, servants, occupants, licensees in the said unit or the other residents, occupants, servants, visitors in the other units in the said building or the said project. The Promoter shall not be responsible for such defects. By way of abundant precaution, the Promoter has also made the said project manual available on the website of the said project i.e. [www.skyi.com](http://www.skyi.com) and the Allottee has taken due note of the same.

10.3.1 The word defect herein above stated shall mean only the manufacturing defects caused on account of wilful neglect of the Promoter themselves and shall not mean defects caused by normal wear and tear, negligent use of the said unit or the said building by the Allottee, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature etc.

10.3.2 Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.

**10.4** Provided further that the Allottee shall not carry out alterations of whatsoever nature in the said unit or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/ Dado) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter and under the supervision of promoters authorized Agencies, the defect liability automatically shall become void.

## **11. DECLARATION AS TO THE FSI/FAR:**

The Promoter hereby declare that as on date, the Floor Space Index available in respect of the said project land is 67362.49 Sq. Mtrs., which may increase after the required compliances by the Promoter and that no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter elsewhere,

then the Promoter shall furnish to the Allottee all the detailed particulars in respect of such utilization of said floor space index by them. In case while developing the said project land, the Promoter, has utilized any floor space index of any other land or property by way of T.D.R, floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Allottee. Allottee is well aware of the possibility in the increase of the layout lands and as a result of which there will be further increase in the FSI/FAR which will be consumed on the project land.

## **12. POSSESSION OF THE SAID UNIT:**

**12.1** Taking into account the planning/ projections of construction activities made beforehand, the Promoter has planned to complete the construction of the said unit on or before \_\_\_\_\_ with a further grace period of eight months, and shall subject to timely receipt of all payments hereunder from the Allottee. In case of possession getting delayed beyond grace period plus extension on account of provisions of clause 12.3 , the Promoter shall be liable to pay simple interest calculated at the Prescribed interest rate for every month of delay, on the amounts of consideration till then received by the Promoter from the Allottee, starting from end of grace period plus extension on account of provisions of clause 12.3 till such time the promoter offers possession of the said unit. Promoter shall handover possession of the said unit to the Allottee, on completion of construction of the said Building. The Promoter shall be at liberty and are entitled to complete any portion/floor/wing/part of the building and apply for and obtain Part Completion Certificate thereof. It is specifically agreed between the Promoter and Allottee that The Promoter is developing and promoting a larger project on the project/layout /additional land and the construction of the same will be carried out in phased manner as a result of this at the time of completion of said unit the Common areas, amenities and facilities and External Development Works will not be complete and ready for use, when offered, the Allottee shall without any objection or claim take possession of the said unit. In such an event, the Promoter shall without any hindrance or objection by the Allottee, be entitled to carry out by itself or through its

contractors or otherwise the remaining work in respect of the building & common areas, amenities and facilities and External Development Works even if the same causes any nuisance and annoyance to the Allottee. The Promoter herein shall give the possession of the said unit to the Allottee on or before the committed date for fit outs and on payment of all dues payable by the Allottee to the Promoter if any in pursuance of these presents and on the Allottee fulfilling part of the agreement and the said possession shall be confirmed on receipt of the Completion Certificate issued by architect.

**12.2** The Allottee shall take possession of the said unit within (15) fifteen days of the Promoter giving first written notice to the Allottee intimating that the said unit is ready for possession. In the event the Allottee fails and /or neglects to take possession and/or fails to make all payments due and payable by Allottee as agreed under this agreement within the said period, the Allottee shall be liable to pay to Promoter compensation calculated at the rate of Rs. 10/- per sq. ft of the Total area per month or part thereof till such time the Allottee takes possession of the said unit. Notwithstanding the aforesaid, it shall be deemed that the Allottee has taken possession on the expiry of 15 days from the date of the said written notice and this date shall be deemed to be the 'Date of Possession' i.e. the date of handing over possession as contemplated under the said Act and all the obligations of the Promoter and the Allottee related to the said unit shall be deemed to be effective from the date of such Deemed Possession. The Allottee shall alone be responsible/liable in respect any loss or damage that may be caused to the said unit from the expiry of 15 days from the Notice of Possession.

**12.3** Promoter shall be entitled to reasonable extension of time beyond grace period for giving possession of the said unit on the aforesaid date, if the construction and completion of said unit or the said building in which the said unit is to be situate, is delayed on account of:

All force majeure events stipulated in the Act including but not limited to

i) non, availability of steel, cement, other building materials, water or electric supply or labour;

- ii) war, civil commotion or act of God;
- iii) Changes in any rules, regulations, bye – laws of various statutory bodies and authorities from time to time affecting the development and the project.
- iv) Any stay order / injunction order or direction issued by any Court of Law, Tribunal, competent authority, statutory authority, high power committee;
- v) Any other circumstances that may be deemed reasonable by the Authority.
- vi) Delay in grant of any NOC/ permission/ license connection/ installation and any services such as lifts, electricity and water connection and meters to the said building / said unit, road NOC or completion certificate from appropriate authority.
- vii) Extension of Minimum three months on each instance of delay or default in payment of dues by the Allottee/s under these presents (without prejudice to the right of Promoter to terminate this agreement under clause 7 above).
- viii) Any notice, order, rule, notification of the Government and/ or public or Competent authority.
- ix) Pendency of any litigation or order of the Court.
- x) Extension of Minimum four months will be granted by the Allottee in case Any changes extra / additional work required to be carried out in the said unit as per the requirement and at the cost of the Allottee .

**12.4** The Allottee shall, from the date of taking possession of his/her/their said Unit undertakes:

- i) not use the same in violation of any provision of law applicable thereto;
- ii) not use or permit the same to be used for any purpose other than permissible under any law for the time being in force;
- iii) The Allottee shall not change the use of the said Unit from residential to any other use and shall use the garage or parking Lot

only for purpose of keeping or parking vehicle and not for any other purpose.

- iv) not cause any nuisance or annoyance to the neighbors;
- v) not use the common areas/amenities for any other purpose except for which it is approved by the Competent Authorities in order to avoid the misuse of the same;
- vi) not refuse or neglect to carry out any work directed to be executed in the said Building or in the said Unit after he/she/they had taken possession thereof, by a competent authority;
- vii) not encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by him/ them or otherwise not forming part of the said Unit;
- viii) not stock or keep any material, object or any other item in the open space of compound and/or park any vehicle in the compound;
- ix) not restrain the Promoter or their servants and agents from entering upon the said Unit for inspecting the same at any reasonable hours for carrying out any construction/ repair work on any part of the said Building or the said Unit, including making, repairing, maintaining, cleaning and keep clean and in good condition all surfaces, drains, pipes, cables, wires, gutters and other conveniences belonging to or serving or used for the said Building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes;

### **13. DISCLOSURES BY THE PROMOTER:**

**13.1** The Promoter has made full and true disclosure to the Allottee of the title of the Project Land as well as regarding the encumbrances, present pending litigations, claims etc. known to the Promoter, through the Title and Search Report of its Advocates and other documents related to the said project. The

Promoter has also disclosed to the Allottee nature of its right, title, and interest to construct building and to develop the said Project Land. The Promoter has also given inspection of all the documents, sanctions and permissions of the said project and the said phase and handed over a set of the scanned copies of the said documents to the Allottee as required by law. The Promoter has also obtained the title certificate from its Advocate certifying the title in respect of the Project land, which the copy whereof is annexed herewith as **Annexure 'C'**. The Promoter has also stated the stage-wise time schedule for the completion of the said phase, including the provision for civic infrastructures like water, sanitation and electricity in this Agreement.

**13.2** The Promoter has also executed Deed of Declaration dated 27/10/2015 for confirmation of the 7/12 record of the lands forming part of the project land and Power of Attorneys related to the lands forming part of the project land, which has been registered in the office Sub Registrar, Mulshi (Paud). The Promoter has separately provided a copy of the said Deed of Declaration / Confirmation to the Allottee and Index II whereof is annexed herewith as **Annexure 'D'**.

**13.3** The Promoter has obtained the sanction and permission of the Collector of Pune for the non-agricultural use of the layout land which includes the project land and also for the construction of various buildings / structures out of the said project including the said building. The copy of the said sanction / permission granted by the Collector of Pune is annexed herewith as **Annexure 'F'**.

**13.4** The Promoter has also disclosed to the Allottee that they have obtained project loan for carrying out the said Project Tata Capital Housing Finance Limited , having its registered office at One Forbes, Dr. V. B. Gandhi Marg, Fort, Mumbai - 400 001 by mortgaging the layout land with them and the said financial institution is having charge for the said project loan on the layout land and the buildings being constructed thereon. Hence, the Promoter has obtained letter of specific consent for releasing and selling the

said unit to the Allottee from the said financial institution, subject to conditions stated therein and the Promoter has agreed to comply with the same. The Promoter has also further disclosed that as per the conditions of the said mortgage, the amounts of consideration received by the Promoter on account of sale of units in the said project are to be deposited in its bank account as stated in Clause No. 5.3 above. On the execution of this Agreement the Promoter has delivered the said original letter of specific consent issued by the said financial institution to the Allottee and the Allottee acknowledges to have received the same.

**13.5** The Allottee/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee/s that:

**13.5.1** The Promoter may have an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Bank would grant a line of credit to the Promoter to facilitate development of the Said Project, and as security for repayment of loans which may be advanced to the Promoter by the said Bank, the Promoter creates or causes to be created mortgages/charges on the Project Land and construction thereon in favour of the said Banks.

**13.5.2** The title deeds relating to said Project have been/ have to be deposited with the said Bank as security for repayment of loans advanced hereafter by the said Banks to the Promoter under the said line of credit.

**13.5.3** The Promoter specifically reserves its right to offer the Project Land / Layout Land along with the construction thereon or any part thereof (save and except the said Unit), as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the instalments of purchase price together with interest and other charges payable thereon.) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Promoter, and the Allottee/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Promoter for doing the same.

**13.6** The Promoter herein may be constructing buildings, structures on the project land in phases as stated above and the Allottee herein has completely understood the vision of the Promoter regarding the said project as stated in clause No. 2 above and considering the same, the Allottee has also understood that the Promoter may be required to revise the layout and building plans of the said project from time to time. However, in any case, the Promoter shall not revise the building plans of the said building and / or the said unit in such a manner, by which the area, location and design of the said unit will be changed or affected. The Allottee, therefore, agrees and undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction activities of the Promoter regarding the said project or any phase/s thereof in any manner. The Allottee hereby gives his irrevocable consent for revision/amendment of the said building/the layout, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter.

**13.7** The Promoter has specifically disclosed the Allottee that the Promoter is also carrying out or planning to undertake development of some other project/s near or around the said project at village Bhugaon and Bhukum in its own name or through their sister concerns and that all the Promoters of all such projects have made common and permanent arrangements for sourcing the water from Mula river, by making required contributions for the same. The Promoter has thus made clear to the Allottee that such water supply scheme / arrangement will be a common facility for all such projects and in future all such projects shall proportionately contribute for the maintenance, management and protection of the same, with reference to consumption of water . The Promoter shall convey all the properties of the said water supply arrangements, jointly to all the Federal Societies of such projects, after completion thereof. In the eventuality of shortage at source or any other type of failure, supply of adequate water to the said project may not be possible. In such case until the final conveyance in favour of the federal society is executed and registered, the Promoter shall help the Allottee/ said society/

federal society for providing required quantity of water by purchasing the same from the various sources which may be available at the relevant time, but totally at the costs of the Allottee or member societies. The Allottee or the said society shall not be entitled to raise any obstruction or objection for the utilization, maintenance and protection of such water supply scheme by all such projects or the residents/ occupants thereof. The Promoter has also disclosed the Allottee that each project will be entitled to consume the water from the said water supply scheme, in proportion to the population of the respective project.

**13.8** The Promoter has specifically disclosed the Allottee that the Promoter is also planning to undertake development of some other project/s near or around the said project in its own name or through their sister concerns and hence, right from the inception of the said project, the Promoter has decided to share certain common amenities and facilities of the said project, i.e. water treatment plant, sewage treatment plant, solid waste management and internal roads of the said project with the other projects to be carried out by the Promoter and/ or its sister concerns or share certain common amenities and facilities of such other project with the said Project, (hereinafter referred to as '**the shared amenities and facilities**'), for the sake of convenience and reducing the cost of establishment and maintenance of the shared amenities and facilities. Accordingly, the Promoter has planned and designed the shared amenities and facilities. The Promoter, therefore, shall be entitled to share the shared amenities and facilities with the other projects of the Promoter or its sister concerns. All the cost of establishment and maintenance of the shared amenities and facilities shall be shared by the said project and the other projects in proportion to their respective total carpet areas of the projects. In such case the Allottee or the said society shall not be entitled to raise any obstruction or objection for the utilisation and maintenance of such shared amenities / facilities by all such projects or the residents/ occupants thereof.

**13.9** The Promoter herein will be constructing buildings, structures on the project land in various phases as stated above and the Allottee herein undertakes not

to raise any objection on any ground whatsoever or shall not obstruct the development and construction activities of the said project in any manner. The Allottee hereby gives his irrevocable consent for revisions/ amendments of the said building and / or the layout in terms of this Agreement, as and when required by the Promoter.

**13.10** The Allottee is well aware of all the facts and the rights and entitlements of the Promoter and also about the litigation and claims, if any, pertaining to the project land and part thereof and with due awareness of the same the Allottee has entered into this Agreement. The Allottee hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the project land or part thereof or regarding the authority / entitlement of the Promoter to enter into this agreement.

#### **14. COVENANTS AND UNDERTAKINGS BY THE ALLOTTEE:**

The Allottee doth hereby covenant with the Promoter for the said unit , said building ,said phase and also the said project in which the said unit is situated, as follows :

**14.1** To maintain the said unit at Allottee's own cost in good tenantable repair and condition from the date of possession or part completion/completion certificate whichever is earlier and shall not do or cause to be done anything in or to the said unit or the said building or the common areas and facilities of the said building which may be against the rules, regulations or bye, laws of the concerned local or any other authority or change/ alter or make addition in or to the said unit and/ or the said building or to the common areas and facilities of the said building. The Allottee has agreed to observe all the instructions, precautions, do's and dont's stated in the project manual, which will be handed over to the Allottee at the time of handing over the possession of the said unit and the same is available on website of promoter as stated above.

**14.2** Not to store in/ outside the said unit / said building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure or the said building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or likely to damage the staircases, common passages or any other structure of the said building including entrances of the said building and in case any damage is caused to the building in which the said unit is situated or to the said unit on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

**14.3** To carry out at his own cost all internal repairs to the said unit and maintain the said unit in the same condition, state and order in which it was delivered by the Promoter, provided if such repairs are not carried out by the Allottee strictly as per the provisions of Product Manual and/or without the written consent and the supervision of the Promoter the defect liability shall stand void. Allottee shall not do or cause to be done anything contrary to the rules and regulations and bye, laws of the concerned local authority or other public authority and in the event of the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequence thereof to the concerned authority and/ or other public authority.

**14.4** Not to demolish or cause to be demolished and not to make any time or cause to be made any addition or alteration of whatsoever nature in or to the said unit or any part thereof, or in or to the said building in which said unit is situated and not make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the said building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs, or R.C.C. or other structural members in the said unit without the prior written permission of the Promoter and/ or the said Society as the case may be.

**14.5** Not to do or to be done any act or thing which may render void or voidable any insurance of the said project land and the said building or any part thereof or whereby any increase in premium shall become in respect of the insurance.

**14.6** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said unit in the compound or any portion of the said building or the said project.

**14.7** Pay to the Promoter within seven days on demand from the Promoter, share of security deposit / payment against the services provided by the concerned local authority or the Government for giving water, electricity or any other service connection to the said building in which the said unit is situated.

**14.8** To bear and pay the local taxes, N.A. taxes, water charges, insurance and such other levies, if any, from the date of Completion Certificate in respect of the said unit and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/ or the Government and/ or other public authority on the said unit by the Allottee viz. user for any purposes other than as sanctioned by the local authorities.

**14.9** The Allottee shall not let, sublet, transfer and assign or part with Allottee interest or benefit factor of this agreement or part with the possession of the said unit until entire amounts payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non, observance of any of the terms and conditions and until the Allottee intimated in writing to the Promoter and obtained written consent thereof.

**14.10** The Allottee shall not make any change whatsoever which would cause any change to the external façade of the said building including but not limited to making any change or to alter the windows and/or grills provided by the Promoter. The Allottee shall not close their balconies with Aluminium

sliding windows and/ or mild steel grills at any point of time. In case the Allottee carries out any work of enclosing the balconies in any manner whatsoever including putting an awning, then the Promoter and/or the ultimate organization of unit Allottees as the case may be, shall have an absolute right to remove the same at the costs, expenses, risks and responsibility of the Allottee. In case the Allottee requires an additional safety door, the same shall be put up by the Promoter at additional costs, it is specifically agreed that the Allottee shall not have any right to put up safety door on his own account. The Allottee shall not be entitled to put up outdoor air conditioning machines/units other than the pre determined places for said unit

**14.11** The Allottee shall not put for drying, or otherwise, clothes, or keeping flower pots, etc. on the balcony parapets, windows sills or extended grills and such other openings as to give unpleasant sight from outside and/ or to damage/ spoil wall paint.

**14.12** The Allottee/s shall observe and perform all the rules and regulations which the member Societies / Federal society 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/s and the said unit and units 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said unit and shall pay and contribute regularly and punctually towards the taxes, expenses and other outgoings in accordance with the terms and conditions of this Agreement.

**14.13** Till final conveyance of the structure of the said building in favour of said Society is executed and registered, the Allottee 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 unit and the said building or any part thereof to view and examine the state and conditions thereof.

**14.14** Not to obstruct the development work of the said building or the other buildings that are to be constructed by the promoter on the said project Land for any reasons and in any way until final conveyance in favour of federal society is executed by the Promoter.

**14.15** The Allottee shall use the said unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, the Allottee or Occupier of the said unit shall not use the same as and for Massage Centre, Gambling House, Classes, Hostel, rentals on cot basis in any manner, Lodging Boarding or any illegal or immoral purpose.

**14.16** The Allottee shall use the parking lot/s only for the purpose for keeping or parking the Allottee's own two or four wheeler light motor vehicle. The Allottee shall not be entitled to park heavy vehicles such as trucks, bulldozers, buses, tractors, etc. inside the said project or on the parking lot/s and further that the Allottee shall not be entitled to park any two or four wheeler vehicles in the common marginal spaces, which is/are not allotted for exclusive right to use for parking two/four wheeler vehicle and further none of the occupants / residents will be entitled to have entry of any public vehicles without prior written consent from the Promoter till handing over the administration to the ultimate organization and thereafter from the managing committee of such ultimate organization.

**14.17** The Allottee shall not be entitled to assign, transfer, sell or in any other manner create any third party right or interest in and upon the said unit or under this agreement until and unless the Allottee has paid to the Promoter the entire consideration payable hereunder and also all other monetary dues payable hereunder.

**14.18** The Allottee shall strictly observe all the rules, regulations, bye-laws, resolutions and any amendments thereto of the said Society as well as the said federal society and shall pay to the said Society regularly and punctually, the maintenance charges and also any other charges / contributions et cetera as stated and provided herein relating to the covenants of the Allottee about the maintenance charges or determined by the said

Society from time to time. In case of default in such payment on part of the Allottee, the said Society shall be entitled to take necessary action on the Allottee as per law and as per the bye-laws of the said Society and further charge interest on delayed payment as per clause 17.5.

**14.19** The Allottee shall not enclose, cover, fence or otherwise chain the parking lot/s.

**14.20** The Allottee has read and understood all the terms & conditions of the Development Agreement and other agreements documents/indemnity bonds/undertaking etc executed by and between the Promoter and Consenting Party/ Collector/Corporation or any other person/authority, etc. and the Allottee agrees that this agreement shall always be subject to the said terms, which shall be binding on him.

**14.21** The independent rights granted by the Promoter to the Allottee along with the said unit shall always be subject to the right of the said society or federal society and its agents to have an access for limited purpose of maintenance and repairs of the common areas amenities and facilities and /or the common areas amenities and facilities. The Allottee shall not obstruct the said society or federal society for having such access for maintenance and repairs.

**14.22** The amounts of Maintenance deposits and outgoings payable by different Allottees have been fixed provisionally by the Promoter and the Unit Allottee/s shall be bound by the same. The Promoter shall be entitled to use the same for the maintenance of the building, payment of taxes fees and outgoings and other costs fees expenses in relation to the said Building and the Project Land. After the execution of conveyance or assignment in favour of the Society, the Society may revise and re-fix the amounts payable for the said Unit for the period after the date of the conveyance or Assignment. If the amount of monthly contribution fixed by the Promoter is found to be short, the Allottee shall pay to the Promoter such revised amount as may be fixed by the Promoter. In the event of a dispute, the Allottee will not stop payment of the amount pending resolution of the dispute.

**14.23** The Allottee shall become a member of a Member Society as per terms of this agreement , and execute any necessary documents and papers in relation to the same;

**14.24** The structure of the building and the Unit within the building will not be altered by the Allottee without the prior written consent of the Promoter;

**14.25** The Allottee will be bound by the common layout sanctioned by the Pune Metropolitan Regional Development Authority and will not make any changes thereto;

**14.26** The Allottee will be entitled to only the said Unit and will have no right, title or interest to the Common amenities and facilities of the Said Project or any proportionate interest in any development potential;

**14.27** The development of the said Project is subject to the Intimation of Approval/Intimation of Disapproval, Commencement Certificate and other approvals required to be obtained from regulatory authorities;

**14.28** With a view to support and contribute towards promoting a “Eco-Friendly” “Green Environment”, the Promoter proposes to implement recommendations of the Indian Green Building Council, the Promoter recommends to the Allottee and Allottee agrees to to follow herein that:

- (a) The Allottee should install an energy efficient lighting so as to minimize the lighting power density in the said Unit – for this purpose the Allottee may refer to the “Green Building Manual” of the Indian Green Building Council for their lighting layout and list of efficient fittings.
- (b) The Allottee shall use energy efficient electrical equipment such as five star rated Air conditioner, refrigerators in the said unit – it is recommended that the Allottee shall refer to the Green Building Manual for a recommended list of such equipment.
- (c) Not to change the plumbing, fittings and fixtures provided by the Promoters in the said unit and, in case they are changed, the Allottee

shall ensure that new fittings and fixtures do not exceed the existing flush and flow rates.

- (d) The Allottee shall make arrangement for collection of Organic, inorganic and E-Waste and to hand over the same separately to the Maintenance Agency appointed by the Promoter. It is suggested that the Allottee should refer to the said Green Building Manual for the E-Waste Disposal Plan.
- (e) That the Allottee shall ensure that while carrying out the work of interior decoration in the said unit, as far as possible, local material should be utilized as well as rapidly renewable material and material, which is salvaged and with a high recycled content. The Allottee may refer to the said Green Building Manual for a list of such material.
- (f) That the Allottee shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior / exterior / additions / modifications work – here again, the Allottee may refer to the Green Building Manual for a list of such material.
- (g) That Bio-degradable materials should be used in carrying out such interior work / finishing.
- (h) It is clearly agreed that the said project is no honking zone and the Allottee shall not use fire crackers and shall not smoke in the public areas, common areas, amenities and facilities of said Project and the Common areas, amenities and facilities of the said building.
- (i) To maintain a healthy micro climate for all natural species, local species of trees/herbs /plants shall be planted and use of foreign species shall not be allowed.

**14.29** The Allottee hereby undertakes, that upon obtaining occupation/completion certificate in respect of the said unit, the Allottee in his individual capacity and as the member of the proposed society shall ensure “maintenance of all Pollution Control Equipments” and functioning of Environment Monitoring Cell as per the prescribed guidelines of Environment Department, Government of Maharashtra.

## **15. SPECIFIC CONSENT BY THE ALLOTTEE:**

**15.1** The Promoter has explained to the Allottee and the Allottee has well understood the vision and planning of the Promoter regarding the said project. The Promoter has also disclosed the Allottee the schematic planning /phase wise development and acquisition of additional lands for amalgamating the same with the layout land to increase the area of project land. The Allottee is also aware that the common amenities, facilities of the Said Project agreed to be provided are common for the said project “SKYI MANAS LAKE”. The Promoter shall be entitled to amalgamate the additional lands which may be acquired by the Promoter hereafter with the layout land by revising the layout in any manner as per the sole discretion of the Promoter. The Promoter shall also be entitled to sell and/or otherwise dispose of the units in buildings to be constructed on project land. The Allottee has well understood the vision and planning of the Promoter for the said project and the Allottee does hereby gives his irrevocable consent for carrying out such alteration, modifications, in the layout as the Promoter in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order, or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority.

**15.2** The Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR in respect of the project land for the construction of any building or phase or part thereof in the said project. The Allottee hereby gives his specific irrevocable consent for the same. In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project.

**15.3** The Promoter has specifically disclosed the Allottee that the said building in which the said unit is situated, has been sanctioned by the local authorities and for such sanction, the Promoter has utilised the FSI in respect of the project land, which was immediately available and permissible. However, in

the process of the construction of the said building, said phase or the said project, the Promoter, in order to get maximum benefits of the various types of permissible FSI and / or various types of permissible spaces being part of the unit, which can be constructed by paying premium to the local authority, the Promoter may be required to revise, alter the FSI utilised for the said unit without affecting adversely, the plan, design, location, or carpet area of the said unit hereby agreed to be sold. The Allottee has understood the said requirement of the Promoter and has given his irrevocable and unconditional consent for the same, subject to condition that the plan, design, location, or carpet area of the said unit should not be adversely affected, in any manner, whatsoever.

**15.4** It is specifically agreed by the Allottee that if such consent is formally and in writing required by the Promoter for maximum exploitation of the project land and for utilizing entire development potentiality of the project land, as well as for getting maximum benefits out of the same then in that event the Allottee shall not withhold or refuse such consent/permission without any reasonable cause and shall give such permission as and when required by the Promoter herein.

**15.5** If any portion of the project land adjoining the existing road is required for the purpose of road widening or D.P. Road then the concerned authorities may pay the compensation in the form of additional FSI for the same. In such event the Promoter shall be absolutely entitled to utilize such additional FSI on the project land or part thereof. The Promoter shall be entitled to use the same either by way of construction of new building or extension of any of the building/s in the said project. The Allottee has hereby given his irrevocable consent for the same and for the revision of the layout and the building plans of the said project. The Promoter shall be absolutely entitled to sell/convey/transfer the units constructed out of such compensatory FSI to any intending Allottee of its choice for consideration, who will be admitted as the member of the concern society out of the member societies without payment of any premium or transfer fees to the concerned Society. If the concerned authorities or the local authority refuses to grant such compensatory FSI, then the Promoter shall be absolutely entitled to receive

the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the federal society.

**15.6** The Allottee is well aware that the location, shape and size in respect of building named as FD\* (as shown in proposed layout i.e. Annexure A2) are likely to be changed. The Allottee hereby gives his specific irrevocable consent for the sanction, revise sanction, change in the location, shape, size of the said buildings. FD\* are buildings planned by the Promoter but yet to be sanctioned by the competent authority on the Project Land.

**15.7** The Allottee is well aware that the certain areas of the proposed layout marked as FD in the Annexure A2 are under planning for future development consisting of various units. The areas marked as FD in Annexure A2 may be totally/partially part of current sanctioned layout and partially part of Additional Lands which will be part of project land and Allottee hereby gives his specific irrevocable consent for the sanction, revised sanction change in the location, shape, size, height of the above referred future development .

**15.8** Since the locations, areas and shapes in respect of blocks / phases or the buildings thereof are likely to be changed by the Promoter, the locations, areas and shapes of the open space and amenity space thereof (as shown in current sanctioned layout i.e. Annexure A1), may be required to be changed or revised by the Promoter. The Allottee has therefore, given his specific irrevocable consent for the same. The Promoter has assured the Allottee that in any case, the required open spaces of required areas shall be provided by the Promoter for the said Project as per the sanctioned / revised layout of the Project Land.

**15.9** In this agreement, the word F.S.I. or Floor area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Promoter shall be entitled to float the F.S.I. of the project land for carrying out any permissible construction in the said project.

**15.10** In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI /FAR, paid FSI/FAR, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/phase/s in the said project. The Allottee has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings.

**15.11** Though, the building plans for the said building are sanctioned by local authority upto \_\_\_\_ floors, the Promoter has proposed to construct the additional \_\_\_\_ floors for the said building, by obtaining the permission and sanction of the local authority. However, if the Promoter could not obtain such permission and sanction to construct additional floors or any such additional floor/s of the said building then the Promoter shall restrict the construction of the said building upto the last sanctioned floor.

## **16. AUTHORIZATION BY THE ALLOTTEE:**

**16.1** The Allottee hereby irrevocably empower the Promoter and anyone of its partner as the power of attorney holder of the Allottee to execute any document, letter etc. thereby permitting the Promoter to add /amalgamate the additional lands in the layout land, to utilize balance or additional FSI in respect of the project land and for the said purpose to revise the layout and building plans of the said project or any building or phase thereof from time to time, to avail of any benefits, to obtain FSI for open/amenity space and get the building plan for open/amenity space sanctioned, to give consent for mortgage of the project land or part/s thereof by the Promoter, to give consent to the draft of bye laws of the said society and federal society, to register the required documents for the said purpose, and generally to do all acts, deeds and things by signature or otherwise for carrying out the said

project to the best possible and profitable manner at the discretion of the Promoter, in accordance with the vision of the Promoter regarding the said project.

**16.2** The Allottee has hereby irrevocably authorized and empowered the Promoter to prepare the revised layout and building plans of the project land and to submit the same to the requisite authorities and obtain their sanction, to revise the plans time to time as required and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs and affecting their interest. It is made clear that no other specific permission/authority is required from the said Allottee/member societies/federal society for this purpose. In the event of Promoter revising the layout with or without addition of land to overall Layout land Allottee gives his irrevocable consent for such revision and overall addition or reduction to Project Land , amenity space , Open space areas and change of location for Project Land , amenity space , Open space.

**16.3** The Allottee also hereby authorizes the Promoter to utilize and take access from the marginal open spaces of the said building, to take connections, extensions of water, electricity, sewage or drainage lines and other facilities for the other buildings, phases out of the said project as and when the Promoter requires to do so for carrying out further development and construction of the project land.

**16.4** The Allottee hereby irrevocably authorizes the Promoter to represent him, by signature or otherwise before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee by signature or otherwise, to do all the necessary things/acts in all the departments of the local/competent authority, PMRDA, Collectorate, Road, Water, Building Tax assessment, Government and Semi-Government departments, MSED Co. Ltd., etc. and the same shall stand ratified and confirmed by the Allottee herein.

**16.5** The Promoter shall be entitled to put up telecommunication antennas, dish antennas, hoarding on the top terrace of the said building or in the Common areas, amenities and facilities at their discretion and commercially exploit the same to their sole benefit. The Allottee covenant that he shall confirm the same and declare that he shall not raise any dispute regarding the same. The Allottee consent that the Promoter shall retain with itself all the hoarding rights to display hoarding on the top terrace of the said building and in the Common areas, amenities and facilities and in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. Unless specifically provided herein or by a separate agreement, deed and/or writing in favour of the Allottee, the Allottee shall not be entitled to the benefit of such rights.

## **17. MAINTENANCE CHARGES :**

**17.1** The Promoter shall appoint “Project Maintenance Agency” (‘PMA’) for the maintenance work of common areas, amenities and facilities of the said project and the Common areas, amenities and facilities of the said building to be provided by the Promoter for the said project or parts thereof for a period of five years starting from possession of first unit out of the said project on such terms and for such consideration as the Promoter at its discretion may think proper where as promoter shall ensure in its agreement with PMA that PMA shall not charge more than all cost/s plus fifteen percent towards all such services.

**17.2** The Promoter at its discretion and option shall be entitled to enter into agreement with any PMA even after the execution of the conveyance in favour of the said society. The Allottee and the said society shall be bound by the said contract executed by the Promoter with the PMA for such period. The Promoter shall have the sole right to discontinue or terminate the services of the PMA and to appoint new agency as PMA in such specific period. The Promoter has specifically informed the Allottee that for the ideal and effective control, management and maintenance of the Common areas,

amenities and facilities of the said project, it is necessary to appoint such PMA. The Allottee has no objection for such system for maintenance of the said project and to make payment for services of such PMA.

**17.3** Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession, the Allottee shall make payment of Rs.\_\_\_\_\_ - (Rupees\_\_\_\_\_ only) towards non interest bearing maintenance deposit /corpus before taking possession of the said unit to the Promoter.

**17.4** Within (15) fifteen days of the Promoter giving written notice to the Allottee intimating that the said unit is ready for possession or the Allottee receiving possession of the said unit from the Promoter whichever is earlier, the Allottee shall be liable to pay Rs 4/- per Sq. Ft. of the total area of the said unit per month being the maintenance charges to the Promoter or PMA or the said society, as may be directed by the Promoter.

**17.5** The Allottee shall pay his monthly maintenance contribution in advance on or before 05<sup>th</sup> day of each calendar month. It is clarified that the aforesaid maintenance charges are ad-hoc estimate of the likely expenditure for maintenance and in case the actual expenditure exceeds the estimate, the PMA / Promoter / the said Society shall be entitled to demand for additional amount towards the maintenance contribution from the Allottee In the event Allottee fails and/ or neglects to pay the maintenance charges the Allottee shall be liable to pay interest @24% on the unpaid amount and the promoter /PMA /said society shall be entitled to recover the said amount from the Allottee. It is specifically agreed by the Allottee that the promoter shall be entitled to use /withdraw the amount from the maintenance deposit /corpus in case there is shortfall in the monthly maintenance charges payable by the Allottee and / or towards society formation charges and share application fees towards such society formation. It is specifically agreed by Allottee that he in his individual capacity or as member of Member Society / Federal society agrees that such monthly maintenance contribution is payable by him

and all other Allotees towards their respective units save and except by promoter for his unsold units .

**17.6** that the aforesaid maintenance charges are towards the expenses of maintenance of (i) the common areas amenities and facilities of the said project; (ii) Common areas, amenities and facilities of the said building; (iii) salaries of human resource , where as other common expenses like land revenue, electricity bills, water charges and water taxes and all other outgoings and impositions which may from time to time be levied upon or be payable in respect of the Project Land and said Building to concerned Local Authority / government – semi government authorities and/or any other authority et cetera as the case may be and all other outgoings and expenses including insurance premium, provisions for depreciation and sinking fund and all outgoings et cetera will be paid separately by Allottee to Promoter or said society as the case may be .

**17.7** The Allottee shall not withhold any payments of the amounts due and payable to the PMA or Promoter or the said Society as the case may be under this clause on any ground whatsoever. In case the Allottee commits any default in payment of the maintenance charges payable to the PMA or Promoter or to the said Society, the Promoter or the said Society as the case may be shall have first charge over the said unit, and such charge shall move with the said unit and shall be binding on all subsequent transferees of the Allottee. The Promoter or the said Society shall be entitled to recover the said arrears with interest thereon by due course of law. Further the said Society shall be entitled to get the said unit attached to recover the said arrears as per Sec. 101 of the Maharashtra Co-operative Societies Act, 1960. Moreover, in case of such default on part of the Allottee, the PMA and/or the Promoter and/or the said Society shall be entitled to withhold supply of any/all of the utilities such as internet connections, cable connections, cooking gas connections, uninterrupted water supply et cetera of the Allottee until entire amount due are duly paid by the him to the Promoter and/or the said Society as the case may be, with interest thereon. Where amounts are payable by the Allottee to the Promoter and the same are outstanding/ are

remained to be paid then the developer may in its sole discretion adjust the amounts payable from and out of the corpus deposit as aforesaid and the Allottee agrees not to raise any objection thereto.

**17.8** All the societies in the said project including the said Society shall pay their respective contribution out of the maintenance charges received from the unit Allottees, to the PMA, for maintenance of common areas, amenities and facilities. The said society shall not be entitled to withhold payment of its said contribution to the PMA on the ground of non-payment of maintenance charges on part of its members. In case of default on part of the said Society, the said PMA shall be entitled to take actions against the said Society as detailed under this Agreement.

**17.9** As per the policy of Deed of Conveyances to be executed in favour of the Federal society and the said Society, all the common amenities and facilities of the said project and the parking lots in the said project, consisting of various amenities and facilities requiring major maintenance costs, are required to be conveyed to the Federal society. Hence, upon the execution and registration of the final conveyance in favour of the Federal society as provided herein, Promoter shall transfer the balance maintenance deposit /corpus collected from the Allottee to the Federal society, without any interest. The Federal society, having the member societies as its members, shall decide as to whether they should continue or discontinue the services of PMA after the expiry of the period of the last contract for maintenance between the Promoter and PMA the execution and registration of the final conveyance in favour of the Federal society as provided herein, the Federal society, having the member societies as its members, shall decide as to whether they should continue or discontinue the services of PMA after the expiry of the period of the last contract for maintenance between Promoter and PMA.

**18. CONVENTIONS FOR TRANSFER/SALE OF THE SAID UNIT BY THE ALLOTTEE :**

**18.1** The Allottee shall be entitled to sell the said unit to any person of his choice, during construction stage of the said unit and the Promoter on prior written request in prescribed form, will issue in his favour necessary No Objection Certificate to that effect and shall also co-operate with the Allottee in that regard, provided, (i) the Allottee makes timely payment of the consideration amount and pays entire consideration amount to the Promoter before selling the said unit; (ii) the subsequent Allottee of the said unit absolutely consents to abide by all the terms and conditions of this Agreement.

**18.2** If the Allottee after formation of the said Society but before execution and registration of the conveyance intends to assign his rights in respect of the said unit, he shall take No Objection from the said Society and the Promoter.

**18.3** If the Allottee after the execution and registration of the conveyance in favour of the said Society intends to assign his rights in respect of the said unit, he shall take No Objection only of the said Society by complying with necessary legal formalities.

**18.4** If the Allottee assigns, transfers his rights in respect of the said unit to any transferee /assignee then, the terms, conditions, covenants, specific consents, authorizations of this Agreement shall be ipso facto binding on his transferee / assignee. The Allottee shall ensure a clause to this effect in the Agreements/ Deeds / Documents for transfer / assignment, which will be executed by him in favour of the Transferee / Assignee.

## **19. RIGHTS OF THE PROMOTER :**

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

- i) The Promoter shall be entitled to put hoarding/boards of their Brand Name, in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Real Estate Project and on the façade, terrace, compound

wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

- ii) In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to layout land, increase in FSI /FAR , purchase of paid FSI/FAR by the Promoter, purchase of TDR, additional FSI as compensation, in such event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the project land or part thereof either by way of construction of new building or extension of any of the building/s/ phase/s in the said project. The Allottee has hereby given his irrevocable consent for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing buildings and when such FSI is granted, the Promoter shall be entitled to use the same on the project land either by way of construction of new building or extension of the building or adding floor/s on the existing building, which are presently permitted or in any other part of layout land as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional units permitted by local/Competent authority and to allot/sell them to the intending Allottees thereof. The Allottee shall have no objection for the said new Allottees to be admitted as members of the said society.
- iii) The Promoter shall be entitled to use the present unutilized and/or additional built up area F.S.I., T.D.R. or F.S.I. obtained in any form/ by any means including F.S.I. against handover of amenity space and R. P. road/ D. P. road, internal road etc. on the project/layout land by floating the same and/or in the said project as and when the same is permitted either by way of construction of new building or adding floor/s or extension of the said building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining additional lands in the project land as and when permitted by competent authority. The Allottee has hereby given

his irrevocable consent therefor and the Promoter shall be entitled to revise the layout / building plans, get them sanctioned from the competent authority, construct the additional buildings/floors/units permitted by the competent authority and to allot/sell them to intending persons. The Allottee shall have no objection for the said new Allottees to be admitted as members of member society. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paragraphs on any open space/ areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the structure of building . The Promoter shall also be entitled to transfer or assign the said right to any other person and the same shall be conveyed subject to the said right.

- iv) The Promoter is developing and promoting a larger project on the project/layout/additional land and the construction of the same will be carried out in phased manner. Therefore, the Promoter reserves its rights to allow unit Allottee of other/future/further phases to use common roads and common amenities of the entire project. The existing common roads and common amenities are and will not be restricted only for the phase which is under construction. This right of Promoter is and shall also be applicable for all other properties which may be amalgamated with the project/layout lands.
- v) The Promoter shall have exclusive right to utilise the additional F.S.I. granted to it in future on the project land and the Promoter shall have also exclusive right to utilise the T.D.R. which it may receive in future, anywhere on the project land. The Allottee shall not have or raise any objection for utilization of the said additional F.S.I. or T.D.R. as the case may be and for the sale of the same. The Promoter shall have right to amalgamate the additional lands in the project/layout lands for its future expansion scheme/s. and till final conveyance in favour of Federal society the F.S.I. so released, or any additional F.S.I. or any TDR shall belong to

the Promoter and he shall be entitled to utilize the same, anywhere within or out of the said Project Land.

- vi) In the course of exercising the right of additional construction as envisaged hereunder, the Promoter shall be entitled to utilize the existing R.C.C. structure, beams and columns and walls of the said building as well as well as the restricted common areas, amenities and facilities of the said building or the said society. The Promoter shall also have the rights to use the society amenities, all the permissible and unutilized F.S.I. available on the Project land and/or additionally amalgamated lands and such other facilities like water, electricity, access/roads, sewage and drainage lines and other conveniences in the project land or the said Building for carrying out further development and construction.
- vii) The Promoter shall be entitled to and shall be at liberty to make changes, modifications or alterations in the layout and building plans, so also the user of the unit/s in the said building, locations of the said Project Amenities, other buildings out of the said project and that of utilities et cetera, as well as to increase or decrease the total number of units in the said building. The Allottee hereby grants his irrevocable consent for such change / modification/ alteration of layout and/or building plans or the use of units, or the total number of units at the absolute discretion of the Promoter, without adversely affecting design/area of the said unit agreed to be purchased by the Allottee.
- viii) In case the Promoter forms the said Society as agreed hereinabove or before sale or disposal of some of the units in the said building, in that case the Promoter shall have the privilege and right to sell, dispose of such unsold units 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 / the said Society or federal society. The units in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold units for the purpose of this clause. Such new Allottees shall be given membership of the said Society

and the same shall be given without asking for any other consideration/fee. The Allottee as well as the said Society shall extend all co-operations to the Promoter and the new Allottee in this regard.

- ix) The Promoter shall always have right to levy and collect amounts towards taxes, betterment charges, cess and other levies to be charged and collected from the Allottee as per prevailing laws, rules, regulations, notifications, bye-laws et cetera.
- x) In the event any portion of the said Project Land being required by any utility / service provider for installing any electric sub-station / transformer / Building , 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 body 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.
- xi) The Promoter shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said project land and/or under this agreement or in the said building being constructed on the Project Land, Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said unit.
- xii) If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.
- xiii) All the common areas amenities and facilities of the said project and the Common areas amenities and facilities of the respective building of the said project shall remain under the charge and control of the Promoter till

the Promoter formally hands over the charge and control thereof to the federal society or the concerned member societies, respectively.

xiv) The Promoter is also planning to undertake development of some other project/s near or around the said project and the Promoter shall be entitled to provide/grant easement rights of the internal roads of the layout or the said project for such additional projects to be undertaken by the Promoter. In such case the Allottee or the said society shall not be entitled to raise any obstruction or objection for the same.

## **20. FORMATION OF MEMBER SOCIETIES AND FEDERAL SOCIETY:**

**20.1** Upon 51% of the total number of units/premises in the Real Estate Project being booked by the Allottee, the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee and other Allottees of units/premises in the said phase/building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.

**20.2** The Promoter herein has explained the schematic planning and the phase wise development of the said project, which consists of multiple buildings as well as various phases consisting of various types of residential units as well as, commercial units. Hence the Promoter has decided and planned that there will be a co-operative housing society for every building out of the said project and incidentally there will be various co-operative housing societies which will be formed and registered by the Promoter including the said society for the said building.

**20.3** The Promoter has planned and decided to form and register a federal society or the apex society of all the member societies which will be formed and registered for various buildings out of the said project. Thus all the member societies will be the members of the federal society and the authorized representative of each member society shall represent and vote for and on

behalf of the respective member society in the meetings of the federal society. Within a period of 3 months of obtainment of the Occupation Certificate of the last real estate project within the Project Land, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with Act and the Rules

**20.4** The Promoter has also planned and decided that each member society out of the said project will be conveyed the structure of the concerned building consisting of the residential units and/or commercial units. Accordingly the structure of the said building along with all the Common areas, amenities and facilities of the said building will be conveyed to the said society as provided hereunder. Upon such conveyance or upon the Promoter handing over the charge and control over the Common areas, amenities and facilities of the said building, whichever is earlier, to the respective member societies, the concerned member societies shall be responsible for the management and maintenance of the Common areas, amenities and facilities of the respective building.

**20.5** The Promoter has further planned and decided that the project land, along with the common areas, amenities and facilities of the said project provided therefor will be conveyed to the federal society, who will further continue to manage and maintain the common areas, amenities and facilities of the said project , subject to expiry of the contract with the PMA. All the member societies shall be liable and responsible to pay the maintenance charges to the Promoter /federal society as the case may be for maintaining the common areas, amenities and facilities of the said project.

**20.6** The Allottee shall join in forming and registering the said society and also from time to time sign and execute all the applications for registration and / or membership and other papers and documents necessary for the formation and registration of the said society including the bye, laws of the proposed societies and duly fill in, sign and return to the Promoter within fifteen days of the same being forwarded by the Promoter to the Allottee, so as to enable

the Promoter to register the said society of the Allottees of the units in the said building including the Allottee herein being a Society as per the provisions of the local laws, failing /or neglecting to sign the necessary papers or not giving cooperation or assistance required by the Promoter, the Promoter shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Allottee continues for a period of two months, then the Promoter shall be relieved of their obligation to form the said society, which shall thereafter be formed only by all the unit Allottees in the said building.

**20.7** The Promoter shall be entitled to frame/amend the bye laws, rules, etc. of the said society as per the terms of this agreement and also with a view to maintain the vision and policies of the Promoter in respect of the implementation and establishment of the said project as stated herein. The Allottee shall not be entitled to raise any objection, whatsoever, regarding the same, since the Allottee has given its specific consent to the Promoter for carrying out and completing the said project as per the terms of this agreement.

**20.8** The Society which will be formed and registered in respect of any building out of the said project shall be known and called as 'SKYi MANAS LAKE {1, or 2, or 3 or the name of the building as the case may be} CO-OPERATIVE HOUSING SOCIETY LTD', subject to approval of the concerned authorities. The Promoter shall also have liberty to decide any other name for the member societies including the said society.

**20.9** The Allottee agrees and undertakes from time to time to sign and execute the application for the formation and registration of the said society for the said Building and the Federal society as aforesaid.

## **21. CONVEYANCES IN FAVOUR OF SAID SOCIETY AND FEDERAL SOCIETY:**

**21.1** The Promoter shall execute and register Conveyance in Favour of said Society within a period of five years from the date of registration of the said society or from the date of possession of all the units within the respective buildings to their respective Allottee whichever is later.

**21.2** The Promoter shall execute and register Conveyance in Favour of Federal Society with in a period of two years from the completion of the said project in all respects, subject to the Promoter receiving all the entire agreed consideration and other amounts from all the Allottees of the units in the said project.

**21.3** All the proportionate expenses and charges such as stamp duty, registration fees, legal fees and other incidental expenses and charges, if any, relating to the deed of conveyance in favour of the said society as provided above shall be borne and paid by the Allottee. So also all the proportionate expenses and charges relating to the deed of conveyance in favour of the federal society as provided hereinabove, such as stamp duty, registration fees, legal fees and other incidental expenses and charges, if any, shall be borne and paid by all the Allottees of units in the said project.

## **22. NO GRANT TILL CONVEYANCE :**

Nothing contained in this agreement is intended to be nor the same shall be construed as a grant, demise or assignment in law of the said unit or project land or the said building or part thereof. The Allottee shall have no claim, save and except in respect of the said unit hereby agreed to be sold to him. It is agreed by the Allottee that all the common amenities, areas and facilities of the said project including the project land and the Common areas amenities and facilities of the said building including the Project Land shall remain the property of the Promoter, until the same are transferred/conveyed to the federal society and the member societies as provided in this agreement and till then the effective charge and control of the said project including the common areas amenities and facilities thereof as well as the Common areas amenities and facilities of the respective building shall remain with Promoter, unless the same is formally and

legally handed over by the Promoter to the federal society or to the respective member societies.

### **23. THE NAME OF THE SAID PROJECT AND THE MEMBER SOCIETIES THEREOF:**

The Promoter has named the said project as 'SKYI MANAS LAKE'. The member societies shall also be named accordingly as provided hereinabove. The said name has been specifically selected by the Promoter considering the features and location of the said project and the Allottees, said society and other member societies shall never change or alter the same for any reason whatsoever.

### **24. AMENITY SPACE OF THE LAYOUT:**

**24.1** Amenity Space in the layout shall solely belong to the Promoter and the same is not the subject matter of this agreement or the said project. The Promoter, therefore, shall be entitled to develop, construct, use, occupy and/or to transfer/sell/assign its right title or interest therein or to deal with the same at Promoter's discretion. If the Promoter so desires, the Promoter may give the Amenity Space to the Government authorities or the concerned local authority and to receive and appropriate all the benefits/compensation therefor. The Allottee, the said society, member societies or federal society shall not be entitled to claim any right title or interest in the said amenity space. So also the Allottee, the said society, member societies or federal society shall not be entitled to raise any objection, whatsoever, in respect of the policies/ decisions and actions of the Promoter and/ or it's activities thereon. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities of the said project in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof. However, if the Promoter or the owner/holder in due course of the amenity space does not use any such common areas, amenities

and facilities of the said project in the layout excepting the approach road for the amenity space as per the layout then in such case the Promoter/owner/holder of the open space shall not be liable to pay any contribution towards maintenance of such common areas amenities and facilities of the said project. The owners and visitors of the amenity space shall always have the perpetual easement rights to use the approach road and internal roads of the layout for the purpose of having ingress and egress for the amenity plot as well as for the usage of the common areas, amenities and facilities of the said project.

**24.2** The amenity space shall never be part of the said project or the project land. Incidentally, while the Promoter conveying the project land to the member societies and the federal society as provided herein above, the amenity space will never be the subject matter of such conveyances and the amenity space shall always be under complete control and ownership of the Promoter.

#### **25. APPROACH ROAD:**

The Promoter has disclosed to the Allottee and the Allottee has well understood that the Promoter has already developed approach road to the said Project from existing nearby highway for having an approach road to the layout lands. The said approach road is to be used and maintained in common by all the unit Allotees of the respective buildings alongwith the Allotees of the other projects to be carried out by the Promoter and/ or its sister concerns in the same area.

#### **26. INSURANCE BY THE PROMOTER**

The Promoter is required under the Act to have the title of the land and building of Real Estate Project insured by an insurance company. The Allottee is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoter shall,

in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law. Whereas Promoter has insured / will be insuring construction of the said phase and copy of such insurance will be available with Promoter's office for inspection by the Allottee.

#### **27. CONSENT BY THE CONSENTING PARTY:**

The Consenting Party herein being the Owners of respective lands at Sr. No.1, 2, 5, 6, 11 and 13 out of the layout land as described in **Schedule-I** written hereunder have given their consent and confirmation to this agreement, subject to the terms and conditions of their respective Development Agreements as aforesaid, without receiving any additional consideration whatsoever than stated in the said Development Agreements. The Consenting Party hereby agrees and confirm the sale of the said unit as per this Agreement in favour of the Allottee. The Consenting Party also hereby agree to execute and register the Deed of Conveyance of their respective lands out of the layout land or their respective rights, title or interest in the layout land or any part thereof in favour of the Promoter and / or their nominees being the member societies/federal society or otherwise as may be lawfully required by the Promoter.

#### **28. FORBEARANCE BY PROMOTER NOT TO BE CONSTRUED AS WAIVER:**

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/said society/federal society by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

#### **29. NOTICES:**

All notices to be served on the Allottee as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee by Courier/ Registered Post/ email at his address specified in the title of this agreement or at the address intimated in writing by the Allottee after execution of this agreement or by electronic mail at the email address of the Allottee.

### **30. STAMP DUTY, REGISTRATION FEES AND EXPENSES:**

**30.1** At the time of execution and registration of this agreement for sale, the Allottee shall pay to the Promoter, the stamp duty and registration charges applicable and payable. It is and shall be the sole responsibility of the Allottee alone to pay the requisite amount of stamp duty and registration fees for the said unit. If the Allottee is entitled to exemption or concession for payment of stamp duty, he shall independently approach the stamp authority and shall claim the same and Promoter shall co-operate with the Allottee in that behalf. The Allottee shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the other parties hereto shall attend such office and admit execution thereof.

**30.2** All the expenses relating to conveyance, such as stamp duty, registration fees and other incidental expenses shall be borne and paid exclusively by the concerned Allottees of units covered in the conveyance.

### **31. ALLOTTEE BEING THE INVESTOR :**

In case the Allottee is purchasing the said unit being the Investor, subject to provisions of clause 14.9, the Allottee may sell the said unit within a period of 1 (one) year from the date of execution of this Agreement. Hence, the Allottee reserves his right to claim and / or set off and / or adjust the stamp duty paid by the Allottee for this Agreement, as provided in Article 5(g-a) (ii) of Schedule I of the Maharashtra Stamp Act, 1958, while selling the said unit to any intending Allottee of his choice, subject to obtaining the consent/ confirmation of the Promoter.

### **32. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 :**

This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made by the State Government of Maharashtra thereunder.

### **33. BINDING EFFECT**

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

### **34. ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

### **35. RIGHT TO AMEND**

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

### **36. SEVERABILITY**

The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

**37. 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.

**38. 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, in Pune City, after the Agreement is duly executed by the Allottee 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.

**39. JOINT ALLOTTEES**

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

#### **40. WAIVER**

The delay or indulgence on the part of the Promoter in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Allottee nor shall the same in any manner prejudice any of the Promoter's rights hereunder or otherwise under law.

#### **41. JURISDICTION IN CASE OF ANY DISPUTE:**

**41.1** In the event if any disputes, differences of opinion, controversies or question arises between the parties hereto in respect of this Agreement or the subject matter or interpretation of the clauses hereof or as to the rights, liabilities and obligations of the parties herein or the persons claiming through the parties herein, then any party may deliver to the other party a notice of dispute in writing adequately identifying and providing details of the dispute (referred to as the "Notice of Dispute"). The authorized representatives of the parties shall co-operate and negotiate in good faith, and attempt to amicably resolve the dispute.

**41.2** This Agreement shall always be governed and interpreted by and construed in accordance with the laws of India. The Courts at Pune alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

#### **42. DECLARATION BY PARTIES :**

**42.1** It is hereby confirmed and understood by the parties that furniture lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the pamphlet, brochures, literature, film, hoardings, sample units, web site & other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement.

**42.2** The parties hereto have carefully read and understood all the contents of this Agreement with all the Schedules and Annexure hereof alongwith all other relevant information furnished by the Promoter and also got the same understood in their vernacular language ,obtained independent legal opinion and upon full satisfaction of the same the Parties hereto have signed this Agreement in the presence of the witnesses as stated below.

**42.3** This Agreement expresses the complete understanding and concluded terms and conditions agreed by and between the parties with respect to the said unit and supersedes all prior offers, proposals, cost sheets, representations, communications and understandings arrived at by and between the Promoter and the Allottee.

**42.4** The titles and headings given for the clauses in this agreement are for convenience only and the same shall not be considered a part of or affect the construction or interpretation of any provision or term or condition of this agreement.

#### Schedule- I

##### {Description of ‘the layout land’}

All those piece and parcel of lands totally adm. **07 Hectares 24.05 Ares i.e. 72405 Sq. Mtrs.**, situated at Village Bhukum, Taluka Mulshi, District Pune, within the limits of Zilha Parishad Pune, Panchayat Samiti Taluka Mulshi and in the Registration Sub-District Taluka Mulshi (Paud), District : Pune consisting of pieces of lands bearing Gat Nos. and Areas as follows:

Land at Sr. No.	Gat No.	Subject Area	
		H	R
1	215	0	53
2	217(Part)	0	31.05
3	218	2	68
4	219(Part)	0	34.904
5	219(Part)	0	96.096
6	220	0	18

Land at Sr. No.	Gat No.	Subject Area	
		H	R
7	221	0	30
8	222	0	30
9	223	0	26
10	224(Part)	0	20
11	293	0	27
12	294(Part)	0	44.928
13	294(Part)	0	45.072

### Schedule-II

#### {Description of 'the project land'}

All that piece and parcel of land totally adm. **6 Hectares 22.44 Ares i.e. 62244.74 Sq. Mtrs.**, out of the layout land described in the **Schedule-I** above written,

excluding the Amenity Space thereof situated at Village Bhukum, Taluka: Mulshi, District: Pune, within the limits of Zilha Parishad Pune, Panchayat Samiti Taluka Mulshi and in the Registration Sub-District Taluka Mulshi (Paud), District Pune , which is more particularly shown and identified in dotted line on the copy of the layout plus certain Additional lands in respect of the Project land annexed herewith as **Annexure-A**.

### Schedule-III

#### {Description of 'the said unit'}

A.	Name of the Project	SKYI MANAS LAKE
B.	Location	Project Land described in the <b>Schedule-II</b> above, situated at Village Bhukum, Taluka Mulshi, District Pune
C.	Building No.	_____
D.	Unit No.	_____
E.	Floor	_____
F.	Carpet Area of the unit	_____ Sq.Mtrs. i.e. _____ Sq. Ft.
G.	Area of enclosed balcony	_____ Sq.Mtrs. i.e.

		Sq. Ft.
H.	Area of dry balcony	Sq. Mtrs. i.e. Sq. Ft.
I.	Area of the adjacent balcony/ terrace	Sq.Mtrs. i.e. Sq. Ft.
J.	proportionate area of the unit in the Common areas amenities and facilities of the said building	Sq.Mtrs. i.e. Sq. Ft.

The said unit is bounded as follows :

On or towards East : \_\_\_\_\_

On or towards South : \_\_\_\_\_

On or towards West : \_\_\_\_\_

On or towards North : \_\_\_\_\_

The said unit is more particularly shown and delineated in **red line** on the floor plan annexed hereto as **Annexure 'B-1'**. The general specifications and amenities thereof are more particularly described in the **Annexure 'G'**.

#### Schedule-IV

##### {Description of independent areas and facilities for the said unit}

Particulars of area/ facility	Location	Identification code.
Parking Lot/s	_____	_____
Service Duct	_____	NA

#### Schedule-V

##### {Description of 'the Common areas, amenities and facilities of the said project'}

Name of the area/ amenity/ facility	Location	Date of completion
Water Treatment Plant	Next to Bldg. 5	Dec 2018
Sewage Treatment Plant	Next to Bldg. 6	50% capacity Dec 2018 50% capacity Dec 2019
Solid Waste Management Plant	Next to Bldg. 6	Dec 2018
Main Entrance Gate	As shown in Annexure A2	Completed
Water Tank for Fire Fighting	Next to Bldg. 5	Dec 2018

Internal Road	As shown on proposed layout Annexure A2	60% Completed Balance Dec 2019
Water and Electrical distribution network	N.A.	50% Dec 2018 Balance 50% Dec 2019
Street lights for Internal Roads	N.A.	60% Completed Balance Dec 2019
Multipurpose Ground	As shown on proposed layout Annexure A2	Dec 2019
Toddlers play area	As shown on proposed layout Annexure A2	Dec 2019
Sports facility	As shown on proposed layout Annexure A2	Dec 2019
Club	As shown on proposed layout Annexure A2	Dec 2019

#### Schedule- VI

{Description of Common Areas and Facilities of the said building}

Staircase
Lobbies and passages
Lifts
Building Top Terrace
Electricity meter/s for common areas and facilities
Garbage collection system
Fire fighting equipments
Electric and water distribution network within the Said Building
Building Top Water tank

#### Schedule – VII

{Description of external development works}

Particulars	Location	Date of completion
Raw Water Supply scheme	From Mula River to Project Land	Completed
Approach Road	From Highway till Project Land	Completed

#### Schedule- VIII

{Description of ‘Payment schedule’}

<b>Sr. No</b>	<b>Amount in Rs.</b>	<b>Due Date for payment</b>
1		Paid on or before the execution of this Agreement as stated hereunder.
2.		Within 7 days from the commencement of the work of plinth of the said building.
3.		Within 7 days from the commencement of the 1 <sup>st</sup> RCC slab of the said building.
4.		Within 7 days from the commencement of the 3 <sup>rd</sup> RCC slab of the said building.
5.		Within 7 days from the commencement of the 5 <sup>th</sup> RCC slab of the said building.
6.		Within 7 days from the commencement of the 7 <sup>th</sup> RCC slab of the said building.
7.		Within 7 days from the commencement of the 9 <sup>th</sup> RCC slab of the said building.
8.		Within 7 days from the commencement of the brickwork of the said unit.
9.		Within 7 days from the commencement of the flooring work of the said unit.
10.		At the time of Promoter intimating Allottee about readiness of the said Unit i.e. intimation of handing over the possession of the said unit to the Allottee.
		<b>TOTAL (Rs. _____ Only)</b>

**Schedule-IX**  
**{Description of 'Amounts paid by the Allottee '}**

<b>Sr. No.</b>	<b>Amount in Rs.</b>	<b>Ch/DD/Instrument No.</b>	<b>Date</b>	<b>Drawn on</b>
1				
2				
3				
4				

	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____

### ANNEXURES

- A1 Authenticated copy of layout as approved by PMRDA
- A2 Authenticated copy of layout as proposed by the promoter
- B-1 Floor plans of the said unit
- B-2 Parking floor plan showing the parking lot/s for the said unit.
- C Title Certificate of Advocate
- D Index II Extract for the Deed of Confirmation / Declaration regarding 7/12 Extracts & POA of the lands under the said layout
- E Order and permission obtained from PMRDA
- F N. A. order issued by the Collector, Pune
- G General Specifications and Amenities of the said unit

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

Names and Signature	Photo	Thumb Impression
<p><b>Mr. Amit Anil Jagtap</b></p> <p><b>Mr. Sushant Mohan Jadhav</b></p> <p>Both being Authorized Partners of  <b>M/s. Enerrgia Skyi Ventures LLP</b>  <b>PROMOTER</b></p>		
1)		

2)		
3)		
<b>ALLOTTEE</b>		
<b>Mr. Amit Anil Jagtap</b> (Constituted Attorney for Consenting Party Nos. Nos. 1 to 3)		

<p><b>Mr. Sushant Mohan Jadhav</b>            (Constituted Attorney for            Consenting Party Nos. 1to 3 )  <b>Both being Authorized Partners of</b>  <b>M/s. Enerrgia Skyi Ventures LLP</b>  <b>CONSENTING PARTY</b></p>		
<p><b>WITNESSES</b></p> <p>1.Sign:            Name:            Add:</p> <p>2.Sign:            Name:            Add:</p>		