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AGREEMENT TO SALE

This Agreement for Sale ("Agreement") executed on this

___ day of _____ 2017

BY AND BETWEEN

M/S. NIWARA BUILDERS AND DEVELOPERS

A Partnership Firm incorporated under the provisions of the Indian Partnership Act, 1932 having its Registered office at C.S.No. 233, D Ward, Prathamesh Plaza, Gangawesh Road, Kolhapur - 416002

FIRM PAN – AAEFN5014B

Mail I.D. - niwarabuildersdevelopers@gmail.com

Through its Partners

1 SHRI VIJAY DINKARRAO MANGAONKAR

Age - 41, Occu – Business

R/o.R.S.No.743/1, 'Adhisham' Plot No. 4, A Ward, Devkar Panand, Kolhapur – 416007

AADHAR CARD NO - 962966738680

2. MRS. SUJATA SANJAY BHOSALE

Age - 43, Occu – Business

R/o. Bhosale Mala, Near Govt. Warehouse, Behind Water Park, Ramanmala, E Ward, Kolhapur - 416003

AADHAR CARD NO - 8120993334408

hereinafter referred to as the "**Promoter**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)

1. MR. MADAN VASANTRAO POWAR (JAMDAR)

Age - 60, Occu – Agriculture

2. SOU. MEGHA MADAN POWAR (JAMDAR)

Age - 50, Occu – Agriculture

3. SHRI RAJENDRA VASANTRAO POWAR (JAMDAR)

Age - 50, Occu – Agriculture

4. SOU. SAROJ RAJENDRA POWAR (JAMDAR)

Age - 46, Occu – Agriculture

All R/o. C.T.S.No. 1685, E Ward, Wadkar Galli, Kasaba Bawada, Kolhapur - 416006
Through her Attorney Holder

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R/o. Bhosale Mala, Near Govt. Warehouse, Behind Water Park, Ramanmala, E

Ward, Kolhapur - 416003

AADHAR CARD NO - 8120993334408

Hereinafter referred to as the "**Landowner/Co Promoter**" (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective heir)

AND

MR./MRS. _____

Age – Years, Occupation -

R/o. _____

PAN –

AADHAR No.

Mail I.D. -

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in- interest and permitted assignees)

WHEREAS :-

WHEREAS by an Development Agreement and Power of Attorney dated 25th day of March 2016 executed between **Madan Vasantrao Powar Jamdar and others** (hereinafter referred to as " the Original Owner") of the One Part and the Promoter of

the other part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at E Ward Kasaba Bawada, **Plot No. 9 having area 862.00 Sq. mtrs (As per Development Plan 899.62 Sq. Mtrs area) situated at R.S.No. 856/1 E Ward, Kasaba bawada Kolhapur** or thereabouts more particularly described **in the Schedule-A** therein as well as hereunder written (hereinafter referred to as " the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/ Power of Attorney.

WHEREAS the project Land was originally owned by Baburao Powar and Baburao died leaving behind legal Heir Mr. Vilas Baburao Powar and Vasant Baburao Powar. By Partition between Vilas and Vasant Powar R.S.No. 856/1 Kasaba Bawada was put in to possession and given to Vasant Powar Jamdar. Vasant Powar Jamdar died leaving behind Legal heirs his wife Vatsala Vasant Powar, Daughters Sou. Meena Ananda Jadhav and Sou Sujata Sunil Patil, Sou. Vidya Vijaykumar Yadav and Sou. Vaijayanti Ajay Ingawale and Son Mr. Madan and Rajendra Vasant Powar- Jamdar.

WHEREAS Vatsala Vasant Powar, Daughters Sou. Meena Ananda Jadhav and Sou Sujata Sunil Patil, Sou. Vidya Vijaykumar Yadav and Sou. Vaijayanti Ajay Ingawale released their right in favour of Madan and Rajendra Vasant Powar- Jamdar by release Deed dated 28.06.2011 registered at Sr.No. 3195/2011. Further Mr. Madan and Rajendra Vasant Powar by family arrangement applied to enter their wives name to 7/12 extract of R.S.No. 856/1 E Ward Kasaba bawada and by order of Tahashildar Name of Megha Madan Powar- Jamdar and Sou. Saroj Rajendra Powar was entered to 7/12 extract.

AND WHEREAS Madan and Rajendra Powar- Jamdar got sanctioned a Gunthewari Lay out plan under the provisions of Gunthewari Vikas Adhiniyam 2001 from Kolhapur Municipal Corporation by order dated 07.11.2002 by Ja.Kr. Vibhagiy Karyalay Kr.4/ Gunthewari/VASHI/591/02-03.

WHEREAS Landowners converted the said into Non Agricultural Land by order dated on 31.03.2016 passed by Hon. Sub Divisional Officer, Karvir Division, Kolhapur by order Kr. Gunthewari/ SR/15/2016.

Therefore Landowners become absolute owner of Project Land described at Schedule – I and Projected Land is free from all types of encumbrances and she is having clean, clear and marketable title.

AND WHEREAS the landowners have given all the rights powers and authority to Promoter/Developer for development of said **Project Land** and to construct building

thereon and to transfer all the Apartments, Penthouse, Row Houses etc. vide **Development Agreement** dated **25.03.2016** registered at **Sr.no. 1951/2016** entered into by & between Developers & land owner and terms and conditions of Development agreement are binding on Promoters/ Developers.

AND WHEREAS the Landowner granted an irrevocable **Power of Attorney** in favour of Developers to do the development work and execute the necessary Agreement, Conveyance etc, in favour of the proposed purchasers, which is also registered in the office of Sub-Registrar Karveer on **25.03.2016** registered at **Sr. No. 1952/2016**.

AND WHEREAS the Promoter are having each and every right to construct buildings on the project land in accordance with the recitals herein above and there is no any encumbrance on project Land.

AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of **VASANT NIWARA** comprising of **Single Building** consisting of residential units. Though the Promoter herein has right to develop the entire project land, the promoter has decided to carry out construction/ development in accordance of sanction Plan sanctioned by Kolhapur Municipal Corporation and the said project shall be known as ' **VASANT NIWARA** ' hereinafter referred as "Said Project"

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The Promoter herein alone has sole and exclusive right to sell the Apartments in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, lessee, mortgagee, of the Apartments and to receive the sale price in respect thereof.

AND WHEREAS the Promoter has appointed **Architect Mr. Avinash J. Naik** having its Office at F-4, Tuljai Sankul, Nagala Park, Kolhapur- 416003 who is duly registered with the Council of Architecture at C.A. CA/-2/14845

AND WHEREAS the Promoter has appointed **Structural Engineer Mr. Prasad Prabhakar Kulkarni** having its Office at B-1, Renuka Apartment, Nivruti Chowk, A Ward, Shivaji Peth, Kolhapur – 416012 for structural designs and drawings of the building/s and the Promoters shall accept professional supervision of the Architects and the Structural Engineers till completion of the building.

AND WHEREAS the Promoter has appointed **Plumbing Consultant Mr. Kiran Joshi** having his Office at Block No.1, Madhukiran, New Mahadwar Road, Kolhapur.

AND WHEREAS the Promoter has appointed **Electrical Engineers and Consultants - Potdar Constructions** having its Office at Mangalwar Peth, Kolhapur.

AND WHEREAS the Promoter has proposed to construct on the project the building as per Plan sanctioned by Kolhapur Municipal Corporation and said building is consist of **24 Residential** Apartments (1 BHK and 2 BHK) having total built up area **1194 Sq. Mtrs. out of total available 1566.40 Sq. Mtrs.** FSI to the project land (The Current sanctioned Lay out is annexed herewith as Annexure – F) Plan verified by allottee. The promoter have right to use the entire FSI available to the project land.

Signature of the Allottee

AND WHEREAS the Allottee has offered to purchase an Apartment bearing number _____ on the _____ floor, (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

AND WHEREAS The Allottee/s herein has demanded from the Promoter and the Promoter has given inspection to the Allottee/s, of all the documents of title relating to the said project described in the Schedule-II hereunder written and also the plans, designs and specification of the said building prepared by the Architect and of such other documents as are specified under the Real Estate(Regulation and Development) Act, 2016 (hereinafter referred to as " The said Act") and rules and regulations made hereunder. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/ advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has / have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/ phase/ wing and the said land hereunder.

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate **Mr. Namdevrao M. Salokhe** of the Promoter,

authenticated copies of extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are to be constructed have been annexed hereto and **marked as Annexure 'D', respectively as under .**

AND WHEREAS authenticated copies of Lay out Plan, N.A. Order, Copy of Index II of Development Agreement, Current Sanction Plan, Floor plan etc. is attached herewith as Annexed as under

ANNEXURES

Sr.No.	Particulars	Annexure Number
1.	7/12 Extract of Projected Land	Annexure – A
2.	N.A. Order	Annexure – B
3.	Lay Out Plan	Annexure – C
4.	Title Report Search and Title Report	Annexure – D
5.	Copy of Index – II of Development Agreement	Annexure – E
6.	Current Sanction Plan (Construction)	Annexure – F
7.	Typical Floor Plan	Annexure - G
8.	Rear Estate (Regulation & Development) Registration Certificate	Annexure - H

LIST OF SCHEDULES

Sr.No.	Particulars	Annexure Number
1.	Description of Project Land	Schedule - A
2.	Description of said Apartment.	Schedule – B
3.	Specifications of the said Apartment	Schedule – C
4.	Description of Common Areas and Facilities	Schedule – D
5.	Maintenance schedule	Schedule _E

AND WHEREAS while sanctioning the said plans concerned local authority and/ or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s phase shall be granted by the concerned local authority.

AND WHEREAS the Promoter has in compliance with rules, regulations and restrictions of the concerned local authority which are to be observed and performed by the Promoter while constructing/ developing the said project has accordingly commenced construction/development of the same.

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly. *Promoter given all the documents mentioned above to Allottee for verification and Allottee verified all the documents provided by Promoter and he/she is satisfied.*

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall not be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings of the same and have been **mentioned in Schedule - C**

AND WHEREAS the allottee has been shown the conditions of contracts with the vendors, contractors/ manufacturers And workmanship and quality stands of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the allottee has now agreed to the same as conditions mentioned in these contracts and that the allottee agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____ have been annexed and marked as **Annexure H**

AND WHEREAS the Allottee has applied for apartment in the said project vide application No. _____ dated _____ for apartment no. _____ details of area is described in **Schedule – B**. attached herewith.

AND WHEREAS for the purpose of this agreement following areas are defined

- a) Carpet area - As per subsection (k) Section 2 of the Real Estate (Regulation & Development) Act 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment. Carpet area is shown separately in Schedule - B
- b) Balcony area - For the purpose of this agreement the balcony area is defined as balcony/ enclosed balcony area as shown in the sanctioned building plans by the local authority. Balcony area is shown separately in Schedule – B.
- c) Open Terrace Area - For the purpose this agreement open terrace area is defined as open terrace/terrace area as shown in the sanctioned building plans by the Local Authority. Open Terrace area is shown separately in Schedule – B.
- d) Common Areas - As per sub section (n) of Section 2 of the Act, common areas are defined as entire land or land for specific phase, staircases, lifts, staircase and lift lobbies, fire escape and common entrances and exists of buildings, the common basements, terraces, parks, play areas, open parking areas and common storages spaces if any, installations of central services such as electricity, gas water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy, water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all community and commercial facilities as provided in the real estate project., all other portion of the project necessary or convenient for its maintenance safety etc. and in common use.

AND WHEREAS relying upon the aforesaid application, the Promoter has agreed to allot and sell to the Purchaser/s, the said apartment at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of Rs. _____ /- (In Words Rupees _____ only) (which is not more than 10% of consideration of Apartment), being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the

Apartment as prescribed in the payment plan as may be demanded by the Promoter within the time and the manner specified therein.

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the said project.

AND WHEREAS subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/closed parking (if any) as specified in **para 2 of this agreement.**

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Apartment in favour of the Allottee/s, being in fact these presents and also to register said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.

AND WHEREAS This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance **deed** as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights of any financial institutions, fund, registered money lender for which finance has been taken for the project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect of his unit in the said project.

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; And that the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to the them.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS ;

1. CONSTRUCTION OF THE PROJECT/APRATMENT:-

The Promoter shall construct the said building/s consisting of _____ basement and ground/ stilt, / _____ podiums, and ____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations and modifications which may adversely affect the Apartment of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas of the said phase which are required to be made by promoter in compliance of any direction or order, etc, issued by, the competent authority or statutory, under any law of the State or Central Government, for the time being in force. Promoter may also make such minor additions and alterations as may be required by the Allottee.

2. CONSIDERATION/PRICE OF THE SAID APARTMENT.

2.1 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ situated on _____ the Floor in the building **VASANT NIWARA** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures F & G** _____ for the consideration of Rs. _____ / (Rs. _____ only) including Rs. _____ (Rs. _____ only) being proportionate price of the common areas and facilities appurtenant to the said apartment. The nature, extent and description of the limited common area and facilities which are more particularly described in the **Schedule-D**

2.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Parking bearing No ____ situated at _____ **Basement floor/Stilt Floor** being constructed in the said building for the consideration of Rs. _____/-

2.3 The total aggregate consideration amount for the apartment including covered parking spaces is thus Rs. _____/-

2.4 The 'Allottee' agrees and understands that the timely payment towards purchase of the 'Said Apartment' as per payment schedule hereto is the essence of the 'Said Agreement'. The 'Allottee' has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) i.e. 10% of the Total Consideration as Advance Payment or Application Fee and hereby agrees to pay to the 'Promoter' the BALANCE amount of Rs. _____/- (Rupees _____ only) in the following manner :-

Sr.No.	Installment	% to Total Consideration
01	AT The Time of Agreement	20%
02	Completion of Stilt floor slab	10%
03	Completion of First Floor Slab	5%
04	Completion of Second Floor Slab	5%
05	Completion of Third Floor Slab	5%
06	Completion of Fourth Floor Slab	5%
07	Completion of Fifth Floor Slab	5%
08	Completion of Sixth Floor Slab	5%
09	Completion of Brick work of said Apartment	5%
10	Completion of internal plaster of said apartment	5%
11.	Completion of Staircase, liftwells, lobby's upto the floor level of said apartment.	5%
12	Completion of external plaster, external plumbing and water proofing	5%
13	Completion of Lift	5%
14	At the time of completion certificate/Possession	5%

The Total Consideration mentioned above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Cess , GST or any other similar tax) which may be levied, in connection with the construction of and carrying out of the 'Said Project' up to the date of handing over of the possession of the 'Said Apartment'.

2.5 The total price is escalation free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

2.6 The Promoter herein on due date/ or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated

above **in writing or by digital E-mail to the Allottee** and the Allottee shall make payment of such due amount to the Promoter within **Fifteen** days from date of receiving such intimation. The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.7. The 'Promoter' shall confirm the final carpet area that has been allotted to the 'Allottee', after the construction of the 'Said Building' is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of **3 percent**. The total price payable for the carpet area shall be recalculated upon confirmation by the 'Promoter'. If there is any reduction in the carpet area, beyond the defined limit, then 'Promoter' shall refund the excess money paid by 'Allottee' **within 90 days** with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the 'Allottee'. If there is any increase in the carpet area, beyond the defined limit, the 'Promoter' shall demand additional amount from the 'Allottee' as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2.1 of this Agreement.

2.8 Early payment – If the promoter completes the construction before time then the Allottee hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand.

No early payment discount will be offered in such case where construction has been completed before the agreed timeline.

Signature of Allottee

(I hereby specifically agree to make early payment in case of early completion)

3. **MODE OF PAYMENT :-**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, as mentioned in the Payment Plan through A/c Payee cheque /demand draft or online payment **in favour of NIWARA BUILDERS AND DEVELOPERS payable at Kolhapur.**

4 **ADJUSTMENT / APPROPRIATION OF PAYMENTS :-**

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

5. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/ apartment, and the allottee/s has / have agreed to pay the same as and when demanded before the possession of the said apartment.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL / PLANNING AUTHORITY :-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handing over possession of the said apartment to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount / deposit, Service Tax, GST, Vat and other taxes payable under this agreement of the said apartment to the Promoter.

That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building done by him/ them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act

done, he shall waive his right to enforce the defect liability on and towards the developer.

7. DISCLOSURE AS TO FLOOR SPACE INDEX :-

7.1 The 'Promoter' hereby declares that the Floor Space Index (FSI) available as on the date of 'Said Plan' in respect of the 'Project Land' is **1566.40 Sq. Mtrs.** by availing of TDR and FSI available on payment of premiums.

7.2 The 'Promoter' has disclosed the FSI of **1194.00 sq. mtrs.** as proposed to be utilized by him on the 'Project Land' in the 'Said Project' and 'Allottee' has agreed to purchase the 'Said Apartment' based on the proposed construction and sell of 'Said Apartment' to be carried out by the 'Promoter' by utilizing the proposed FSI.

7.3 The 'Promoter' has planned to utilise revised FSI of **372.40** sq. mtrs. available today as per new (D-Class) bye-laws of Kolhapur Municipal Corporation which is applicable to the 'Said Project' on the understanding that the revised increase in FSI shall belong to the 'Promoter' only.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents i.e. Construction Plan, commencement certificate, lay out plan, NA. order etc. to the Allottee/s, as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

Signature of Allottee

(All the Documents pertaining to the project have been inspected by me and my Law Attorney)

9. SPECIFICATIONS AND AMENITIES :-

The specifications of the apartment to be provided by the Promoter in the said project and the said apartment are those that are set out in **Schedule - C** hereto. Common amenities for the project on the said land are stated in the **Schedule - D** annexed hereto. In the project multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, herein specifically

informed by its consultant not to allow any internal changes. As per our policy these shall be no customization permitted inside the said apartment. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

10. COMPLIANCE OF LAWS RELATING TO PERMITTANCES:-

10.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to full fill its obligations under this Agreement. Any refund, transfer of security , if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

10.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said apartment applied for herein any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

11. POSSESSION OF THE APARTMENT :-

11.1 Schedule for possession of the said Apartment: - The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt timely delivery of possession of the Apartment is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes thereon are paid by the Allottee/s in respect of the said apartment, in terms

of these presents, The Promoter, based on the Allottee/s in respect of the said apartment, in terms of these presents. The Promoter, based on approved plans and specifications, assures to hand over possession of the 'Said Apartment' to the 'Allottee' on or **before 25.04.2021**

Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the Apartment on the aforesaid date, and the same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Apartment is to be situated is delayed on account of-

(I) war, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure")

(ii) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of 'Said Project' could not be carried by the 'Promoter' as per sanctioned plan due to specific stay or injunction order relating to the 'Said Project' from any Court of law, or Tribunal, Competent Authority, Statutory Authority, high power committee etc. or due to such circumstances as may be decided by the Authority, then the 'Allottee' agrees that the 'Promoter' shall be entitled to the extension of the time for delivery of possession of the 'Said Apartment'. The 'Allottee' agrees and confirms that, in the event it becomes impossible for the 'Promoter' to implement the 'Said Project' due to 'Force Majeure' conditions, then this allotment shall stand terminated and the 'Promoter' shall refund to the 'Allottee' the entire amount received by the 'Promoter' from the allotment within 180 days from that date. After any refund of the entire amount to the 'Allottee', the 'Allottee' agrees that he shall not have any rights, claims etc. against the 'Promoter' and that the 'promoter' shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2 Procedure for taking possession :- The Promoter, upon obtaining the occupancy certificate from the local/ competent / planning authority shall offer in writing to the Allottee/s intimating that, the said apartment is ready for use and occupation. The Allottee/s herein shall inspect the said apartment in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/ total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said apartment within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities,

documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter /Association of allottee/s, as the case may be.

11.3 It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

11.4 **Failure of Allottee to take Possession of (Apartment / Plot)** Upon receiving a written intimation from the Promoter as per clause 11.2, the Allottee/s shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to\ commits delay in taking possession of said Apartment within the time provided in clause 11.2, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said apartment and the Promoter shall not be liable for the maintenance, wear and tear of the said apartment.

11.7 **Compensation** - That the allottee has given his specific confirmation herein that the responsibility of title the said land be on the Landonwers/Promoter/Developer up and until the conveyance of the said buildings/ phase / wing and the said land hereunder.

11.8 Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason ; the Promoter shall be liable, on demand to the allottee/s, in case the Allottee wishes to withdraw from the Project , without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum within 30 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% p.a. on all the amounts

paid by the Allottee, for every month of delay, till the handing over the possession of the Apartment.

- 12. TIME IS ESSENCE :-** Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common area to the association of the Allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan in clause this agreement or by payment Plan set out as above.

13. TERMINATION OF AGREEMENT:-

13.1 Without prejudice to the right of promoter to charge interest in terms of Sub No. 5 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement;

Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or braches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee subject to adjustment and recovery of any administrative expenses of an amount of Rs. _____/- and/ or any other expenses incurred by the promoter for such unit as requested by the allottee or any other amount which may be payable to Promoter,) within a period of 30 days of the termination, the installments of sale consideration of the Apartment which be entitled to deal with the said apartment with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter absolute right to terminate this agreement. The promoter shall refund said amount only after the Resale of Sale unit.

13.2 For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement / transaction in respect of the said apartment then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said apartment with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of amount paid as a consideration of the apartment after deduction Rs_____ % amount as a expenses, administration expenses etc. of total amount (excluding Taxes) received from Allottee to Promoter within a period of 90 days from the termination of this Agreement, the instalments of sell consideration of the 'Said Apartment' which may till then have been paid by the 'Allottee' to the 'Promoter' and the 'Promoter' herein shall be entitled to deal with the 'Said Apartment' with any other prospective buyer.

13.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said apartment between the Promoter and Allottee/s herein terminated as stated in sub-para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said apartment, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter. In case of termination of agreement Allottee shall handover all the original documents, Agreements, Receipts to Promoter.

14. **DEFECT LIABILITY**

It within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defect in the manner as provided under the Act. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without

the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants etc.

However, the defect liability of the Promoter will cease to exist in case of normal wear and tear due to weathering, negligence on part of the Allottee (if the apartment is kept closed i.e. without any ventilation for a period of more than 90 days) force majeure, damage to electrical equipments due the voltage fluctuations or due to any reason beyond the control of the Promoter.

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

Promoter shall give all the bills, warranty card, agreement if any to Allottee or Apartment Association. Allottee/Apartment Association shall contact the agency and get the defect repaired from the concerned agency. Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said building, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the said project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing included minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then

submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF APARTMENT HOLDERS :-

15.1 Considering the 'Promoter' herein is carrying on the construction on the 'Project Land' as aforesaid and further to have the maintenance of the 'Said Building' and Common Facilities more conveniently, there will be **one or more association of the 'Allottees'** or Co-operative Societies or as such may be formed by prevailing local laws as may be applicable to the 'Said Project', which the 'Promoter' shall decide as suitable for the 'Allottee' in the 'Said Project' which is under construction on 'Project Land'.

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

15.3 The 'Promoter', within 90 days after receiving Completion Certificate of the 'Said Project' or within 90 days after 51% of the apartments in the 'Said Building' are booked (Agreement to Sell of the respective apartments are registered), whichever is earlier, shall form Society/Association of apartments in the 'Said Building'.

16. CONVEYANCE OF THE SAID APARTMENT:-

The Promoter, on receipt of complete amount of the Price of the said apartment under the agreement from the Allottee, shall execute a conveyance deed and convey the title of the said unit not later **than 90 days** and with proportionate indivisible share in the Common Areas within Six months from the date of receipt of Occupation Certificate to the society as may be formed all the right, title and interest of the promoter/original owner in the aliquot part of the said land i.e. said project referred in Schedule-I.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.

17. PAYMENT OF TAXES, CESSSES, OUTGOING ETC:-

17.1 The 'Allottee' is well aware that the State/Central Government of Maharashtra has imposed GST (Goods and Service Tax) on the agreed Total Consideration of this Agreement (from 01st of July 2017) for the transaction on sell of the 'Said Apartment' by the 'Promoter to the 'Allottee' and hence it is agreed between the parties hereto that, the 'Allottee' shall bear and pay the aforesaid tax amount (on or about execution of this present or as becomes applicable from time to time for this transaction) to the 'Promoter' to enable the 'Promoter' to deposit/pay the same to the State/Central Government.

17.2 If at any time, after execution of this Agreement, GST is increased under respective statute by the State/Central Government and further at any time before or after execution of this Agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/ regulation/ notification order by the State/Central Government or by the local authority or by any revenue or other authority, on the 'Said Apartment' or this Agreement or the transaction herein, shall exclusively be paid/borne by the 'Allottee'. The 'Allottee' hereby, always indemnifies the 'Promoter' from all such levies, cost and consequences. Provided that the 'Promoter' shall provide to the 'Allottee' the details of the taxes paid or demanded along with the act/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

17.3 Within 15 days after notice in writing is given by the 'Promoter' to the 'Allottee' that the 'Said Apartment' is ready for use and occupancy, the 'Allottee' shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the 'Said Apartment') of outgoings in respect of the 'Said Project', namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Said Project' stated and defined as attached herewith. Until the Association/Society is formed and the structure of the 'Said Building' is transferred to it, the 'Allottee' shall pay to the

'Promoter' such proportionate share of outgoings as may be determined. The 'Allottee' further agrees that till his share is so determined, the 'Allottee' shall pay to the 'Promoter' provisional One time Maintenance of Rs. **75,000/- (Rs. Seventy Five Thousand only)** (or as decided by the 'Promoter' at the time of handing over possession) towards the outgoings. The amounts so paid by the 'Allottee' to the 'Promoter' shall not carry any interest and remain with the 'Promoter' until the conveyance of the 'Said Building' is executed in favour of the Association/Society as aforesaid. On such conveyance being executed for the 'Said Project', the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the 'Promoter' to the Association/Society, as the case may be.

17.4 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges, etc. will be always on the 'Allottee' of the 'Said Apartment' and if for whatsoever reason, respective recovering authority gets recovered the same from the 'Promoter', in such circumstances the 'Promoter' shall be entitled to recover the same from the 'Allottee' along with interest and the 'Allottee' shall pay the same to the 'Promoter' within stipulated period as may be informed by the 'Promoter' to the 'Allottee' in writing. It is further specifically agreed that, aforesaid encumbrance shall be on the 'Said Apartment' being first encumbrance of the 'Promoter'. The 'Allottee' with due diligence has accepted the aforesaid condition.

18. DEPOSITS BY ALLOTTEE/S WITH THE PROMOTER:-

The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-

- i. Rs. ____/- for share money, application entrance fee of the Association/Society in the 'Said Project'.
- ii. Rs. ____/- for formation and registration of the Association/Society in the 'Said Project'.
- iii. Rs. ____/- for proportionate share of taxes and other charges/levies in respect of the Association/Society in the 'Said Project'.
- iv. Rs. ____/- per sq.ft. of the Carpet Area for deposit towards provisional monthly contribution towards outgoings of Association/Society in the 'Said Project'.
- v. Rs. ____/- for Deposit towards Water, Electricity, and other Utility and Services connection charges in the 'Said Project'.
- vi. Rs. ____/- for deposits of Electrical Receiving and Sub Station provided in the 'Said Project'.
- vii. Rs.20,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the 'Promoter' in connection with formation of the Association/Society and

for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

- viii. Rs. ____/- as his share of stamp duty and registration charges, payable by the Association/Society at the time of registration of conveyance of the 'Said Building' on such conveyance or lease or any document or instrument of transfer in respect of the structure of the 'Said Building'.

Signature of Allottee

(I hereby agree to pay necessary charges as mentioned in this clause)

19. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

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

- a) The Promoter has clear and marketable title with respect to the project land as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project.
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee and the Allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee and based on these said details of the drawings an the calculations and areas shown, the Allottee has agreed to take the said unit.

- f) All approvals, licenses and permits issued by the competent authorities with respect to the project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building/wing and common areas;
- g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where the right, title and interest of the Allottee created herein, may prejudicially be affected;
- h) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- i) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in this Agreement;
- j) At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- k) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authority till the date of handing over the possession and conveyance deed in favour of society ;
- l) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

20. COVENANTS AS TO USE OF SAID APARTMENT:-

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows for the said apartment and also the said project in which the said apartment is situated.

- a) To maintain the apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the apartment is situated, including entrances of the building in which the apartment is situated and in case any damage is caused to the building in which the apartment is situated or the apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said apartment and maintain the apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the apartment is situated or the apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the apartment is situated and shall keep the portion,

sewers, drains and pipes in the apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi or other structural members in the apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said apartment in the compound or any portion of the project land and the building in which the apartment is situated.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the apartment is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the apartment by the Allottee for any purpose other than for purpose for which it is sold.
- i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this agreement or part with the possession of the apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) Till a conveyance of the structure of the building in which apartment is situated is executed in favour of society/limited society, 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 buildings or any part thereof to view examine the state and condition thereof.
- l) Till a conveyance of the project land on which the building in which apartment is situated is executed in favour of Apex Body or Federation, 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 project or any part thereof to view and examine the state and condition thereof.
- m) That the Allottee shall indemnify and keep indemnifying the promoter towards against any action, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.
- n) That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee and the same shall be paid **by the Allottee as agreed** mutually.
- o) That nothing herein contained shall construe as entitling the Allottee any right on any of the adjoining, neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee to the developer in this regards.
- p. That the parking space sold to the 'Allottee' shall be used only for the purpose of parking vehicles and that the said space is designed and made for use of parking a vehicle of not more than 3.0 tonne weight and not more than 2.0 m. height. That this has been clearly made aware to the 'Allottee' and the same has been agreed by the 'Allottee' to follow

21. NAME OF THE PROJECT/BUILDINGS/WING/S :-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project " **VASANT NIWARA** " and building will be denoted by letters or name **VASANT NIWARA** or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the

scheme. The Allottee/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

22. ENTIRE AGREEMENT AND RIGHT TO AMEND:-

This agreement, along with its schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said apartment. This agreement may only be amended through written consent of the parties.

23. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The 'Promoter' shall maintain a separate account in respect of sums received by the 'Promoter' from the 'Allottee' towards:

- i. As total consideration of the 'Said Apartment',
- ii. As advance/deposits
- iii. As share capital for the promotion of the Association/Society towards the out goings, legal charges, etc.

Provided that the 'Promoter' shall be allowed to withdraw the sums received from the 'Allottee' and utilise the same as contemplated and permitted under the said act and rules and regulations made there under.

24. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES :-

The Allottee hereby agrees to purchase the apartment on the specific understanding that his/her right is to only to the use and unless specifically allotted/given vides (limited) common areas/facilities, the use of the common areas/amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the Allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as **Schedule - D**

25. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of **three** percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within **Ninety** days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

26. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:-

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

27. REGISTRATION OF THIS AGREEMENT:-

The Promoter herein shall present this agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Allottee/s will attend such office and admit execution thereof, on receiving the written intimation from the Promoter.

28. PAYMENT OF STAMP DUTY, REGISTRATION FEE & LEGAL CHARGES:-

The Allottee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Society i.e. organisation as may be formed in which the Allottee/s will be the member.

The Allottee shall also pay to the Promoter a sum of **Rs.20000/-** for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of

the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

29. WAIVER NOT A LIMITATION TO ENFORCE:-

29.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

29.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

30. SEVERABILITY:-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

31. PLACE OF EXECUTION:-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in **Kolhapur** 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 **Kolhapur**.

32. NOTICES:-

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the **Promoter by E mail at their respective E mail I.D.** addresses specified below:

Name of Allottee -----
(Allottee Address) -----

email I.D. -----

Promoter name **M/S NIWARA BUILDERS AND DEVELOPERS**
 Promoter Address C.S.No. 233, D ward, Prathamesh Plaza, Gangawesh
 Kolhapur - 416002
Mail I.D. niwarabuildersdevelopers@gmail.com

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

33. JOINT ALLOTTEES

That in case there are Joint Allottees, they shall be considered as joint and severable Allottees for the purpose these clauses in the agreement and 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.

34. DISPUTE RESOLUTION

All or any disputes arising out of touching upon or in relation to the terms and conditions of this Agreement, including interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

35. ADVERTISEMENT/PROSPECTS

It is specifically understood and agreed by the Allottee that the prospects other advertising material published by the Promoters from time to time in respect of the project contain various features such as furniture's plantation, colors, vehicles etc. and the same shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in specification Schedule hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications.

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

Wherever in this Agreement it is stipulated that the 'Allottee' has to make any payment, in common with other 'Allottees' in the 'Said Project', the same shall be in proportion to the carpet area of the 'Said Apartment' to the total carpet area of all the Apartments in the 'Said Project'.

37. 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 along with the payments due as stipulated in the Payment Plan within 30 days from the date of receipt by the 'Allottee' and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the 'Promoter'. If the 'Allottee' fails to execute and deliver to the 'Promoter' this Agreement within 30 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 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.

LIST OF SCHEDULES**SCHEDULE - A**

Description of the Said Land

All that piece and parcel of land and premises situated within the Registration District of Kolhapur, Sub-Registration District and Taluka – Karveer, in Ward 'E, and within the limits of Kolhapur Municipal Corporation, Kolhapur **bearing and Plot No. 9 having area 862.600 Sq. mtrs situated at R.S.No. 856/1, E Ward, Kasaba Bawada, Kolhapur** and bounded as follows :-

To the East :	6 Mtr. Wide Road
To the West :	R.S.No. 863/1 Plot belonging to Dilip Shamrao Jadhav.
To the South :	R.S.No. 856/1 Plot No.1 belongs to Devane
To the North :	18 Mtr. D.P. ROad.

SCHEDULE - B**DESCRIPTION OF THE APARTMENT ALLOTTED**

NAME OF BUILDING	-	VASANT NIWARA	
UNIT No.	-	FLAT UNIT NO.	
Floor	-	FLOOR	
Carpet Area	-	Sq. fts	Sq. Mtrs.
Balcony Area	-	Sq. fts	Sq. Mtrs.
Enclosed Balcony Area	-	Sq. fts	Sq. Mtrs.
Attached Terrace Area	-	Sq. fts	Sq. Mtrs.
Cub Board Area	-	Sq. fts	Sq. Mtrs.

DESCRIPTION OF PARKING UNIT

Parking Unit No.	-
Floor of the Parking	-
Area of Parking	-

Boundaries of the apartment

To the East	-
To the West	-
To the South	-
To the North	-

SCHEDULE - C

Specifications of the said apartment.

A) MAIN STRUCTURE

1. The main structure R.C.C. Framed structure of column, beam and Slabs, The floor to floor height of Slab 2.89 Mtrs (9'.6")
2. All external walls 150 thick AAC Block Masonry, all internal walls will be 100 thick AAC Block masonry.
3. External wall finished in two coats of sand finish cement plaster. All internal walls finished in single coat sand cement plaster and readymade putti finish.
4. All ceiling in the apartment finished in POP.
5. Oil bond distemper to all inside walls and cement paint for external walls
6. Doors and Windows
 - i) Main doors readymade paneled doors, All internal doors waterproof flushed doors. For toilets PVC door with concrete frames.
 - ii) All door fittings in stainless steel/brass, mortice locks.
 - iii) Aluminium sliding windows with M.S. Grill. For toilet Allu. Louvered windows.

B) FLOORING AND DADOES

1. Vitrified tiles of oasis/ Asian make 2' x 2' with 3" vetfiried skirting in entire Apartment. Toilet/terrace/balcony ceramic tile of oasis/ octiva/ soriso/ kajaria make (anti skit) 1' x 1' for floor and 12" x 18" up to 7' height glazed tiles for dado.

C) SANITARY AND WATER SUPPLY

1. i) Master Toilet commode with flush valve and jet spray.
ii) Common Toilet 23" W.C. pan (white)
2. One wash basin (white) of 16" x 22" size in each toilet.
3. flush walves in all toilet.
4. All C.P. Fittings of make Esco.
5. The tap of O/H water tank on kitchen platform and utility if any. Drinking water tap provided at kitchen platform only.
6. Solar heater water tap in master toilet.
7. C PVC plumbing and sanitary ware.

D) LIGHT POINTS

Rooms Power Pt.	LTPT	PLUT Pt.	FAN	Pt.
Hall	3	2	1	
Kitchen	3	2	1	1
M. Bed	3	2	1	
Bed	3	2	1	

Entrance and Toilets, balcony, terrace, - One light point each.

SCHEDULE - D**Description of common areas and facilities/limited common areas and facilities.**

1. The Staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building.
2. The common open parking areas and side margin area.
3. Entrance Gate
4. premises for the lodging of persons employed for the management of the property including accommodation for watchman.
5. The water tank, sumps, motor, fans, compressor, ducts and all apparatus connected with installations for common use.
6. All community and commercial facilities as provided in the real estate project
7. All other portion of the project necessary or convenient for its maintenance, safety etc. and in common use.
8. Drainage system
9. Electricity meter area
10. Sewage treatment plant.
11. Electricity supply transformer
12. Common lighting
13. Rain water harvesting system.
14. Fire fighting system
15. Solar water system.

SCHEDULE - E**(MAINTENANCE SCHEDULE)**

Following are the particulars and cost heads under each maintenance account
Individual/Respective building Maintenance

Sr. No.	Cost Head
1	Building housekeeping
2	Building security
3	Electricity charges for: a. Lift

4	b. Passage area lighting c. Any other electrical appliance meant for the respective building Annual maintenance charges for: a. Lift b. Solar water heater c. Inverter backup
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Common Area Maintenance

Sr. No.	Cost Head
1	Common area housekeeping
2	Common area security
3	Electricity charges for: a. Street Lighting b. Open space lighting
4	Annual maintenance charges for: a. Fire fighting b. sewage treatment plant (STP) c. Water pumps
5	Water charges for tanker, water tax etc.

PARTIES HERETO HAVE hereunto set and subscribed their respective hands the day and year hereinabove written.

MR.

MR.

SIGNED AND DELIVERED BY
ALLOTTEE

M/S. NIWARA BUILDERS AND DEVELOPERS

Through its Partners

1. SHRI VIJAY DINKARRAO MANGAONKAR

2. MRS. SUJATA SANJAY BHOSALE
SIGNED AND DELIVERED BY THE
PROMOTER AND CONSTITUTED ATTORNEY OF
LANDOWNER

MR. MADAN VASANTRAO POWAR- JAMDAR
MRS. MEGHA MADAN POWAR- JAMDAR
MR. RAJENDRA VASANTRAO POWAR-JAMDAR
MRS. SAROJ RAJENDRA POWAR-JAMDAR

In the presence of :

1.

2.