

REGISTRATION STAMP & NUMBERING

!! AGREEMENT TO SALE!!

**Agreement to Sale of Future Immovable Property
(Residential Apartment)**

Project Name	AQURA PRIDE
WING	C
Floor No	
Flat No	
Village	VADGAON BUDRUK
Sr. Number	73/1

THESE ARTICLES OF AGREEMENT TO SELL MADE AND EXECUTED AT PUNE ON THIS 17th DAY OF THE MONTH OF AUG IN THE YEAR TWO THOUSAND TWENTY-THREE.

BETWEEN

M/S. AQURA BUILDER & DEVELOPER PRIVATE LIMITED

Office at: Sr No. 73/1, Near Mumbai Bangalore Highway,
Canal Road, Wadgaon Budruk, Pune Maharashtra 411041.

PAN No: AALCA4203B

Through its DIRECTOR,

MR. ALANKAR DALJIT DIXIT,

Age: - 37 years, Occ: - Business,

Hereinafter referred to as “**PROMOTER/DEVELOPER**” (which expression shall unless it is repugnant to the context or meaning thereof mean and include its heir’s executors, administrators, assignee, trustees, transferees, etc.)

-----OF THE ONE PART.

AND

1. MR

Age: 28 years, Occ: Service,

Aadhar Number :

Pan Card Number :

E-mail ID :

Mobile Number :

REGISTRATION STAMP & NUMBERING

All are residing at Flat No 20, S. No. 15, Vaibhav Apartment, Opp Samarth Park Manikbaug, Sinhgad Road Pune-411041

Hereinafter collectively referred to as **“INVESTORS/PURCHASERS”** (which expression shall, unless contrary to the context or meaning thereof, means and includes in the case of individuals his/her/their heirs and legal representatives, etc.)

----- **OF THE SECOND PART.**

AND

1) SHRI.ROHIDAS HARIBHAU MORE,

Age: 72 years, Occ: Business,

AADHAR NO: 7024 6288 5435, PAN NO. AAXPM1481A.

R/At: Flat No: A-2/302, Karishma Society, Off Karve Road, Near Sangam Press Kothrud, Pune 411038.

2) MR. RANJIT ROHIDAS MORE

Age: 48 years, Orc: Business,

AADHAR NO: 2479 7982 7657, PAN NO: AEUPM1666A,

R/At: Flat No: A-2/302, Karishma Society, Off Karve Road, Near Sangam Press Kothrud, Pune 411038.

3) MR. VIJAY TULSHIRAM VATKAR

Age: 64 years, Occ: Business,

AADHAR NO: 6759 6803 4699

R/At: Room No.801, Capry Heights, Plot No:243A, Pali Mala Road, Near Pali Naka, Bandra West, Mumbai (Sub Urban) Maharashtra 400050.

4) MRS. NALINI VIJAY VATKAR

Age: 59 years, Occ: Business,

AADHAR NO: 7008 7480 5057

R/At: Room No.801, Capry Heights, Plot No:243A, Pali Mala Road, Near Pali Naka, Bandra West, Mumbai (Sub Urban) Maharashtra 400050.

Through their Power of Attorney Holder,

AQURA BUILDER & DEVELOPER PRIVATE LIMITED,

PAN No: AALCA4203B

Office at: Sr No. 73/1, Near Mumbai Bangalore Highway, Canal Road, Wadgaon Budruk, Pune Maharashtra 411041.

Through its DIRECTOR

ALANKAR DALJIT DIXIT

Age: - 36 years, Occupation: - Business,

REGISTRATION STAMP & NUMBERING

Hereinafter referred to as **“THE LANDOWNERS /CONSENTING PARTY”** (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives, etc.)

----- **OF THE THIRD PARTY**

A. WHEREAS the details of the schedules of the proposed project AQURA PRIDE is as hereunder:

Schedule 1	i) The proposed land parcel ii) The said land
Schedule 2	Description of the current sanctioned plan, Commencement certificate & non-Agriculture order
Schedule 3	Said Unit along with the wing description
Schedule 4	Payment Schedule
Schedule 5	i) Structural specification ii) Proposed amenities
Schedule 6	RERA-Certificate
Schedule 7	Search Report, Development Agreement, Power of Attorney & 7/12 Extract
Schedule 8	Company & client ID & address proof
Schedule 9	Plan sanctioned copy and other related documents

B. WHEREAS initially All that piece and parcel of the said land admeasuring 0 H 68.5 Ares that is 6850 Square Meters out of property bearing Survey No.73/1, totally admeasuring about 0 hector 91 Ares, situated at Vadgaon Budruk, in the limits of the Pune Municipal Corporation having registration Sub-District Haveli, Taluka: Haveli, District Pune and which is more particularly described in the Schedule “1” (hereinafter referred to as “the Said Land”).

C. LANDOWNERS: AND WHEREAS the said property is owned by Consenting Party mentioned above & now will be called as original “Consenting Party” & have lawful rights & lawful possession of the described land. Now the Consenting Party is having their names on 7/12 extracts. Consenting Party herein is in actual physical possession of the said property and/or the Consenting Party herein is sufficiently entitled to transfer the said property;

D. DEVELOPMENT AGREEMENT: After negotiations and deliberations, the Consenting Party No.1 & 2 agreed to grant developmental rights with respect to area 42.5 Aras out of the said property that is more particularly described in Schedule “A” hereunder written. Hence, in furtherance of the said negotiations and deliberations, a Development Agreement was executed by the Consenting

REGISTRATION STAMP & NUMBERING

Party No.1 & 2 granting development rights in favor of the Promoter which is registered at the office of the Sub-Registrar Haveli No 22 at Sr. No. 8051/2019 dated 28/5/2019 on the terms and conditions mentioned therein. Annexed herewith as **“Schedule 7”**.

E. POWER OF ATTORNEY: In furtherance of the execution of the development rights, granting development rights, the original Consenting Party No.1 & 2 have also executed a Power of Attorney in favor of the Promoter to act on their behalf. The said Power of Attorney is registered at the office of the Sub-Registrar Haveli No.22, at Sr. No. 8052/2019 dated 28/5/2019. Annexed herewith as **“Schedule 7”**

F. TITLE OF THE PROMOTER/DEVELOPER AND DEVELOPMENT AGREEMENT: The Promoter has the absolute development rights and power to develop all that piece and parcel of land approximately admeasuring 0 H 68.5 Ares that is 6850 Sq. Mtrs., out of property bearing Survey No.73/1, situated at Village: Vadgaon Budruk, within the limits of the Pune Municipal Corporation [PMC] and within the jurisdiction of the Sub-Registrar, Taluka Haveli, District Pune, more particularly described in the **‘Schedule 1** [Referred to as the **‘the said property**].

G. Thus, by virtue of the above-referred Development Agreements dated 28/5/2019 and 14/9/2019 and Irrevocable Power of Attorney dated 28/5/2019 and 14/9/2019, the Promoter herein has become absolutely seized and possessed of and is well and sufficiently entitled to develop and to deal with the ‘the Said property in the manner as the Promoter thinks fit.

H. SEARCH REPORT: AND WHEREAS the Developer has appointed Shri Amit Belhavare to investigate the title of said land and he has given his brief search report on 28/10/2021. Annexed herewith as **“Schedule 7”**.

I. URBAN LAND CEILING: AND WHEREAS the said land does not come within the territory of Pune Urban Land Agglomeration and therefore provisions of Urban Land (Ceiling & Regulation) Act, 1976, are not applicable.

J. COMMENCEMENT CERTIFICATE: In acceptance of the proposal filed by the Promoter, the Pune Municipal Corporation has permitted the subdivision and sanctioned the layout plan with respect to the ‘Said property, and has obtained the sanction of the plot layout and the permission for construction of Residential + Commercial building/s on the said property, vide Commencement Certificate annexed herewith as **“Schedule 2”**.

K. RIGHT OF RESERVATIONS AND AMENITY SPACE: The Promoter alone is entitled to deal with, dispose of, receive, and appropriate the compensation in lieu of the abovementioned reservations and amenity space. The Promoter may develop the said amenity space as per the prescribed rules and regulations of Pune Municipal Corporation and/or any other sanctioning authority and/or utilize the FSI/TDR thereof on the said property, or elsewhere, at its discretion.

L. N.A. ORDER: The ‘Promoter’ has procured non-agricultural permission for the ‘said land which is more particularly described in Schedule 2

REGISTRATION STAMP & NUMBERING

- M. SANCTION OF PROJECT, PHASE, BUILDING:** In pursuance of the above, the 'Promoter' with an intention to develop the 'the said property in a phase-wise manner, has obtained the sanction of the plot layout and the permission for construction of Residential + Commercial building/s on the 'the said property, issued by the Pune Municipal Corporation, annexed hereunder as **Schedule 2** and as per the sanctioned layout and plans, the 'Promoter' has proposed to construct on the 'the said land, under the name and style "**AQURA PRIDE**", [Referred to as the '**Said Project**'], with an ultimate aim of selling, conveying and/or disposing of the residential flats/ apartments/ units in the 'Said Project' thereupon to individual purchaser/s and/or company/s and/or private and/or public body/ies and/or any party/ies or person/s. The 'Said Project' is being developed in a phase-wise manner, wherein Building/ Wing No. 'A', 'B', and 'C' is being developed in '**Phase I**', and Building/ Wing No. 'D', 'E' & others, and the common Club House are being developed in '**Phase II**', all forming part of a common layout sanctioned for the 'the Said Land' & other adjoining properties to be amalgamated at a later stage. As such all the said phases shall be a part of a common sanctioned layout of the "the said land' & other adjoining properties to be amalgamated at a later stage and may be developed as per the discretion of the Promoter. Furthermore, it is expressly also clarified that as per the present plans, all the Parking Floors, the Club House, and other amenities are common for all 03 [Three] wings, save and except the exclusive use of the area appurtenant to the podium level Unit granted to the said podium level Units. The current sanctioned building plan is annexed herewith as "Schedule 2".
- N.** Though not required but as an abundant caution and considering that the layout is common not only for the 03 [Three] wings, of phase I but also for other wings being developed in adjoining properties to be amalgamated at a later stage. The 'Promoter' has informed and represented the Purchasers and the Purchasers are aware that as per the present sanctioned plan/s, Wing C is being developed.
- O. ARCHITECT NAME:** The 'Promoter' herein, has appointed M/S Jay Aeram & Associates, represented through Architect Mr. Jay Aeram [Reg. No. CA/93/15811] registered with the Council of Architects and the Promoter has entered into a standard agreement with Jay Aeram & Associates. Hereinafter collectively referred to as "THE ARCHITECT"
- P. STRUCTURAL ENGINEER/S NAME:** The Promoter has also appointed the Structural Engineers Namely M/S. Ajay Bhilare & Associates through Mr. Ajay Bhilare, for the preparation of structural designs and drawings, with an intention to construct the 'Said Project' thereupon.
- Q. OTHER/S APPOINTMENT NAME:** The 'Promoter' may also be appointing electrical/ plumbing/ mechanical engineer/s to design the electrical systems of the 'Said Project' such as transformers, cabling, wiring, meter room, etc. as well as a landscape architect to design various landscaping features of the 'Said Project' such as plantation, amenities, entrance gate, etc.
- R. PROFESSIONAL SUPERVISION:** The 'Promoter' accepts the professional supervision of the 'Said Architect/s', the 'Said Engineer' and other personnel/ professionals till the completion of the 'Said Project' however, without waiving the

REGISTRATION STAMP & NUMBERING

right to change the 'Said Architect/s' and/or the 'Said Engineer' and/or other personnel/ professionals, during the construction or prior to completion of the 'Said Project'.

S. REAL ESTATE PROJECT & BUILDING NAME & ADDRESS The Promoter has registered '**Phase 'I'** i.e., **Building/ Wing No. 'C'** out of the 'Said Project' under the provisions of the Real Estate [Regulation and Development] Act, 2016 [Referred to as '**RERA Act'**] with the Real Estate Regulatory Authority of Maharashtra, bearing Project Registration No. **P52100031863**. Referring to **schedule 6**, the certificate is attached with the current document AND and is constructing thereon building to be known as "**AQURA PRIDE**" Wing "**C**" particularly described in "Schedule 2".

T. SALE RIGHT: By virtue of the aforementioned 'Development Agreements dated 28/05/2019 and 14/09/2019 and 'Irrevocable Power Of Attorney's dated 28/5/2019 and 14/09/2019 and the Promoter has the sole and exclusive right to sell, transfer, convey, dispose of the residential flats/shops/ apartments/ units in the 'Said Project' to be constructed by the 'Promoter' on the 'The said land' and to enter into agreements for sale with the Purchaser/s of the residential flats/shops/ apartments/ units and to receive the sale price thereof. The Consenting Party, collectively through their Constituted Attorney, have given their consent for such construction on the 'The said land' and sale of the residential flats/shops/apartments/ units and the Consenting Party does not have any objection against the rights and powers of the Promoter herein.

U. AND WHEREAS the Purchaser is aware of the fact that the Promoter has entered or will enter into similar and /or separate Agreements with several other purchasers, persons, and parties in respect of flats in the said scheme;

V. AND WHEREAS the Purchaser/s hereinabove being interested in purchasing a FLAT in the Said Project, therefore approached the Promoter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INSPECTED OF ALL THE DOCUMENTS BY PURCHASER/S: The Purchaser inspected all the documents of title to the Said Property and is /are satisfied thereabout. The Purchaser/s has/ have been shown the actual location of the Said Property, the purchaser has also taken inspection of all the documents of title such as property Seven twelve extract, Property Card, Development Agreements, Power of Attorneys, search report, specifications, plan sanctioned by the Pune Municipal Corporation, the building permission granted by the Pune Municipal Corporation and designs prepared by the Architect and such other documents as contemplated under the provisions of Maharashtra Ownership Flats (Regulation of construction, sale, management, and transfer) Act, 1963 OR The Maharashtra Housing (Regulation & Development Act 2012) OR The Real Estate Regulation & Development) Act and Rules & Regulations made thereunder. The purchaser/s has/have perused all title documents provided by the Promoter and has/have satisfied himself/themselves about the marketability of title to the

REGISTRATION STAMP & NUMBERING

Said Property. The Promoter hereby declares that there is no civil/ criminal case on the said land.

(Signature of the INVESTOR/PURCHASER)

(All documents pertaining to the Project have been inspected by me)

2. SCOPE OF WORK:

- a) The Promoter shall construct the 'Said Building/Wing/ Block' comprised within the 'Said Project' in accordance with the plans, designs, and specifications as approved by the concerned Local Authority from time to time. The present sanctioned layout/plans, the present and proposed FSI/TDR statement have been furnished to the Purchaser/s and who has/have independently scrutinized and satisfied himself/herself/themselves/itself of all aspects relating thereto. Without materially and substantially adversely or prejudicially affecting the 'Said Unit' agreed to be acquired by the Purchaser/s, the 'Promoter' shall be however entitled to make any variations, alterations or amendments in the scheme of development of the 'Total Land/ 'The said land', the phases and/or sub-division, granting of any rights, privileges benefits of easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the more beneficial use and enjoyment of the 'Said Project' or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the 'Said Project' and/or the structure/s constructed or to be constructed thereon or if desired by the Promoter or if required to be made for the purpose of meeting any requisition, objection or requirement of the Development Control Authorities concerned or any statutory body or authority or due to change in the law. The Purchaser/s shall not object to the aforesaid and hereby grants/grant his/her/their/its specific irrevocable consent to the same. The Purchaser/s further agrees/agree and declares/declares that the Promoter, at its sole and absolute discretion, is free to modify and revise the present sanctioned layout and buildings plan as would be required by the Promoter is also hereby granted by the Purchaser/s. No separate and/or specific consent is therefore required from the Purchaser/s herein.
- b) **INTEREST SHOWN BY THE PURCHASERS:** AND WHEREAS Purchaser/s was in search of residential premises in the vicinity of Village Vadgaon Budruk and that is when he came to know about the said project of the Promoter. The Promoter has disclosed the entire information along with all sanctioned documents to the complete satisfaction of the Purchaser/s and thereafter the Purchaser/s has conveyed his readiness and willingness to purchase the said unit in the project known as **"AQURA PRIDE"** which is more particularly described in the **Schedule 3**.
- c) **WILLINGNESS TO ENTER INTO AGREEMENT:** AND WHEREAS, the Parties relying on the confirmation's representation and assurances of each other to faithfully abide by all the terms, conditions, and stipulations contained in

REGISTRATION STAMP & NUMBERING

these agreements and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

- d) **REGISTRATION OF AGREEMENT:** AND WHEREAS as per Section 13 of the Real Estate Regulation Act, the Promoter is required to execute a written agreement with the Purchaser/s for the sale in respect of the said apartment, and therefore, the Promoter and the Purchaser/s are executing present Agreement as compliance thereof and they shall also register the said Agreement under Registration Act, 1908, with the concerned Sub Registrar Office, within a time limit prescribed under the Registration Act.
- e) **PURCHASER/S CONSENT TO AMEND, REVISE AND ALTER THE BUILDING LAYOUT, BUILDING PLANS** In accordance with sub-rule (4) of rule 4 of Maharashtra Real Estate Rules, 2017, the INVESTOR hereby gives specific consent to the local authorities and also to the Promoter and has No Objection against the Promoter for the following **1)** To construct the project as per full future potential, **2)** Change of plans in Building Amalgamation of adjoining land and preparation of new building plan and layout plan (if needed). Change of unit plans of a residential building. **3)** Change of building/layout plans. **4)** Other additions or alterations. The Promoter also showed the proposed building plans of the construction to the Purchaser/s and the Purchaser/s also expressly agreed and understand that the Promoter may **amend, revise and alter the plot & building layout/building plans from time to time** in respect of tenements, spaces, users, areas to suit the Promoter's requirements and in spite of the same and having irrevocably consented thereto. The Purchaser/s applied to the Promoter for the purchase/allotment of the FLAT in the Said Scheme for the consideration and by abiding by the terms mentioned hereunder, the Promoter agreed, therefore. The Promoter has the right to amend and/or modify the said plans for smooth and better development of the said plot without any reference to the Purchaser/s.

(Signature of the Purchaser/s)

(This consent shall be construed as informed consent)

- f) **SPECIFIC CONSENT (WHEN REQUIRED LATER):** The Purchaser/s hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016 then in such event he accepts the procedure as mentioned such event he accepts the procedure as mentioned The Promoter shall send the proposed changes in the plan/specifications to the respective Purchaser/s on their registered email address as mentioned in this agreement. Thereafter, the Purchaser/s shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said e-mail to the Purchaser/s and in case nonreply/failure of Purchaser/s to reply/respond to the said email within 7 days as aforesaid then it shall be treated that the Purchaser/s have given informed specific consent for the said change and thereafter Purchaser/s shall not raise any dispute

REGISTRATION STAMP & NUMBERING

about the same in future. Notwithstanding anything contained hereinabove, Purchaser/s agrees and accepts that unless and until the proposed revision of sanctioned plans is not against the express provisions of the act, they shall not withhold the consent.

- g)** The Purchaser/s hereby declares/ declare that before the execution of this 'Agreement', the 'Promoter' has made full and complete disclosure and the Purchaser/s has/ have taken full and free inspection, inter alia, of the following documents & details:
- i. Nature of the title of the 'Promoter' to the 'The said land' along with the relevant Deeds & Documents;
 - ii. All the plans sanctioned by the Pune Municipal Corporation [PMC] in respect of the 'Said Building/Wing/Block' and/or 'Said Project' proposed to be constructed on the 'The said land';
 - iii. The common amenities and facilities of the 'Said Building/ Wing/Block' and the 'Said Project';
 - iv. Nature and particulars of fixtures, fittings, specifications, and amenities to be provided, in the 'Said Unit' hereby agreed to be sold;
 - v. The Nature of organization of persons to be constituted of all Purchaser/s of the Flats/ Apartments/ Units in the 'Said Building/Wing/Block' and/or the 'Said Project' to which title is to be passed.
- h)** The Purchaser/s hereby accepts/accept and shall always be deemed to have accepted the title of the 'Promoter' to the 'The said land' and he/she/it/they agree/ agree not to raise any requisition or objection in respect thereof.
- i)** The 'Promoter' hereby agrees, to observe, perform and comply with all the terms, conditions stipulations, and restrictions that may have been or may be imposed by the concerned Local Authority/ Government.
- j)** The 'Promoter' may make such minor additions or alterations as may be required by the 'Purchaser/s ' or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the 'Said Architect/s' or 'Said Engineer' after proper declaration and without intimation to the Purchaser/s.
- k)** The Promoter has informed the Purchaser/s and the Purchaser/s hereby confirms/ confirm and acknowledges/ acknowledge that the 'The said land' is being developed by the 'Promoter' in a segment-wise / phase-wise manner to be determined by the Promoter in its absolute discretion from time to time and the Purchaser/s herein undertakes/ undertake not to raise any objection/s on any ground whatsoever and shall not obstruct the construction in any manner.

3. DETAILS OF THE 'SAID UNIT':

- a)** The Purchaser/s hereby agrees/ agree to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser/s the 'Said Unit' in the 'Said Project' details of which are more particularly described in **Schedule 3**, along with the use of the proportionate share in the common areas and facilities, the nature, extent, and description of which is more particularly described and

REGISTRATION STAMP & NUMBERING

mentioned in **Schedule 5**. Purchaser will have common rights to use the open space/s, garden/s and passage/s, staircase/s, lift pit/s, lobby/ies, entrance area/s, pathway/s, terrace/s, clubhouses, podium/s, etc. adjoining/ appurtenant/ abutting the ‘Said Unit’ agreed to be acquired by the ‘Purchaser/s’. The amenities and specifications pertaining to the ‘Said Unit’, including the fixtures and fittings with regard to the flooring and sanitary fittings and amenities like elevators to be provided by the ‘Promoter’ in the ‘Said Building/Wing/Block’, are shown in the list annexed hereto and marked as **Schedule 5**.

- b) The ‘Promoter’ hereby agree/s to allot TWO Dependable Covered Car Parking Space to ‘Purchaser/s’ for exclusive use. The Purchaser/s shall not object to the overhead pipelines and the cables running through the aforementioned ‘**Covered Car Parking Space**’ and shall not take any objections in the future, with respect to the maintenance of the said pipelines/ cables.

4. CONSIDERATION:

- a) The Purchaser/s agrees/ agree and admits/ admit that the sale consideration for the ‘Said Unit’ is Rs. xxxxx [Referred to as the ‘Total Sale Consideration’].
- b) **PAYMENT SCHEDULE:** The present Agreement shall supersede and prevail over all other prior communications, writings, and/or cost sheets, agreed and/or executed by and between the parties. The Purchaser agrees to purchase a 3 BHK flat from the Promoter and the Promoter agrees to sell to the Purchaser **Flat No.-501 in Wing-C of “said the project”** thereof hereto marked in SCHEDULE “3” along with the right to use the common terrace (hereinafter collectively referred to as “the said project”). The said unit agreed to be sold hereunder is more particularly described in Schedule “3” hereunder written. In consideration thereof the Purchaser has paid to the Promoter/Developer, the remaining full consideration of Rs. xxxx to the Promoter as per payment schedule which is more particularly described in Schedule “4”

Description Table:

S. No.	Date	Cheque Description	Amount
1			
2			
3			
4			
5			

- c) The Purchaser/s agrees/ agree and admits/admits to paying the ‘Total Sale Consideration’ for the ‘Said Unit’ in accordance with the milestones/ stages as mentioned in the ‘payment schedule ‘4’ hereunder. It is conveyed by the

REGISTRATION STAMP & NUMBERING

'Promoter' to the Purchaser/s that the construction work of the 'Said Unit' is required to be completed by the 'Promoter', by using and utilizing the consideration payments and other charges agreed to be paid by the Purchaser/s, strictly in terms of and in accordance with the 'payment **Schedule '4'**' mentioned hereunder. On completion of the specified stage of construction, the 'Promoter' shall raise the payment demand letter to the Purchaser/s, as prescribed in this 'Agreement'. The prescribed period for payment of required amounts shall be **15 [Fifteen] Days** from receipt of such payment demand letter by any medium of recorded dispatch/ e-mail, failing which the same shall be considered as delay/ default on part of the Purchaser/s herein. It is also understood by the Purchaser/s that it is /her/its/their sole obligation and lawful duty to pay the agreed consideration, strictly as per the prescribed 'payment **Schedule '4'**', as it is well understood by the Purchaser/s that nonpayment of agreed consideration on agreed time may delay the construction work schedule. It is therefore acknowledged and agreed by the Purchaser/s that any delay in payment in accordance with the 'payment **Schedule "4"**' mentioned hereunder shall automatically postpone the period of possession of the 'Said Unit' by period of delay in payment on part of the Purchaser/s and the Purchaser/s shall be solely liable for the consequences of delay in construction arising therefrom and in such case the Purchaser/s shall be solely responsible for reimbursing such damages thereby suffered by the 'Promoters'.

- d) EARLY PAYMENT:** If the Promoter completes the construction before time, then the Purchaser/s hereby agrees and accepts to pay the consideration amount payable for the early completed stage as per payment linked to the said stage immediately on demand. No early payment discount will be offered in such a case where construction has been completed before the agreed timeline.

(Signature of the Purchaser/s)

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

- e) ADDITIONALLY PAY:** In addition to the 'Total Sale Consideration' mentioned herein, the Purchaser/s hereby agrees/agree and undertakes/undertake to additionally pay, within 15 [Fifteen] Days of the 'Promoter' giving written notice to the Purchaser/s, if and as demanded by the 'Promoter':
- i)** The expenses, charges, stamp duty, and share of registration fees for the final Transfer Deed/ Deed of Conveyance of the 'Said Unit' in favor of the Purchaser/s;
 - ii)** Any Goods and Services Tax [GST], Local Body Tax [LBT], Works Contract Tax, other Cesses, Charges, etc., or any other similar taxes, paid or payable by the 'Promoter', in any other form or under any other name, as may be levied by the Central/ State/ Municipal Government and/or made applicable in future or with retrospective effect including the increments and penalties thereof, in connection with carrying out and constructing the 'Said Project';
- f) MERGE INSTALLMENTS:** The 'Promoter' is also entitled to merge or consolidate two or more installments as mentioned in the 'Payment **Schedule '4'**' at its sole

REGISTRATION STAMP & NUMBERING

discretion, by simultaneously executing the contemplated work in the said installment.

- g)** The 'Total Sale Consideration' is escalation-free, save and except escalations/ increases, due to an increase on account of development/ betterment charges payable to the Competent Authority/ies and/or any other increase in charges which may be levied or imposed by the Competent Authority/ies and/or Local Bodies/ Government from time to time. The 'Promoter' undertakes and agrees that while raising a demand on the Purchaser/s for an increase in development/ betterment charges, costs, or levies imposed by the Competent Authority/ies and/or Local Bodies/ Government, the 'Promoter' shall enclose the said notification/ order/ rule/ regulation published/ issued in that behalf along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.
- h)** The 'Promoter' may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at such rate as may be determined by the 'Promoter', for the period by which the respective installment has been proposed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Purchaser/s by the 'Promoter'.
- i) DISHONOR CHARGES:** The Purchaser/s shall pay the 'Promoter' the amounts due, by way of Demand Drafts/Pay Orders/Local Cheques payable at Pune only or through NEFT or RTGS System or any other mode *[digital or otherwise]* pre-approved in writing by the 'Promoter'. In case any cheque is returned unpaid, for any reason whatsoever, an amount of Rs. 2,000/- [Rupees Two Thousand Only] or the Bank charges, whichever is higher, shall be added towards processing and handling charges for every cheque returned. The amount remaining as balance after deduction of such charges shall be credited to the Purchaser/s account towards the installments.
- j) DELAY IN PAYMENT OF INSTALLMENT:** In case the Purchaser/s has/have availed a loan from any Bank/ Financial Institution and there is any delay by the Bank/ Financial Institution of the Purchaser/s in issuing the installments/ consideration Cheque/s, the Purchaser/s shall not be excused for such delay in payment of installment/ consideration by the Purchaser/s' Bank/ Financial Institution and in such a case the Purchaser/s shall make an alternate arrangement for payment of such installment/ consideration within the committed time. In case the Purchaser/s personally arranges/arranges to make payment of any installment/ consideration due to the failure of the Bank/ Financial Institution of the Purchaser/s to pay such installment/ consideration within the specified time and subsequently when the Bank/ Financial Institution of the Purchaser/s issues Cheque/s or makes a payment towards such delayed installment/consideration, the earlier payments made by the Purchaser/s against such delayed installment/ consideration shall be adjusted against the next installment/ consideration due. The Purchaser/s agrees/ agree and admits/ admit that such Cheque/s paid by the Purchaser/s in lieu of payments to be made by his/her/its/their Bank/ Financial Institution, shall not be considered to be Security Cheques, but shall be deemed to be issued

towards the installments payable to the 'Promoter' against the 'Total Sale Consideration', as mentioned herein.

k) TERMINATION OF AGREEMENT BY PROMOTER OR CANCELLATION

AGREEMENT BY INVESTOR: If the purchaser fails to pay payment to the Developer as per Schedule "C", Developer has the right to cancel the agreement to sale given prior written notice to the purchaser. After receiving said notice the purchaser must deposit defaulted amount within fifteen days, if he/she fails to do so then this agreement shall stand cancelled without any registered cancellation document. The terms and conditions maintained in this agreement are also binding on the purchaser and violation of these terms and conditions by the purchaser may become grounds for cancellation of this agreement. If the purchaser wants to cancel the agreement which is registered in the office of the sub-registrar by a mutual and legal understanding between the parties then the payment which the purchaser has paid to the developer/Promoter will be returned by cheque deducting Rs.1,00,000/- (Rupees One lakh only) towards liquidated damages and other administrative charges and expenses and the deed of cancellation will be registered by both the parties in the office of sub-registrar Haveli, Pune. Upon termination of the agreement by the purchaser, the Promoter shall not be liable to pay any interest on the amount so refunded. Further, the Promoter shall not be liable to reimburse to the Purchaser any Government Charges such as stamp duty, registration charges ... etc., and the purchaser shall apply for a refund at their own effort and cost. Upon the termination of this agreement, under this clause, the Promoter shall be at liberty to sell the said flat to any other person of their choice and at such price as the Promoter may deem fit and the purchaser shall not object to the same.

- l) TERMINATION OF AGREEMENT BY PROMOTER:** If the Purchaser/s commits/ commit a default or delay in payment of any of the installments as mentioned in the 'Payment Schedule 4' and/or if the promoter feels that the purchaser is creating troubles/nuisance which may cause a delay in the entire project or a part of it then the promoter is at liberty to terminate the agreement to sale with the purchaser only after returning the entire sum of money received by the promoter under this agreement except all the governmental charges and taxes. Any other amounts due and payable by the Purchaser/s under this 'Agreement' *[including his/her/its/their proportionate share of taxes levied by the concerned local authorities and other outgoings, which include without limitation, on its/their respective due date/s [Time being the essence of this 'Agreement']*, the 'Promoter' shall be entitled to charge and receive interest as specified in the Real Estate [Regulation and Development] Rules, 2017 [Referred to as '**RERA Rules**'], for every month of delay, until the payment of such amounts due. Without prejudice to the right of the 'Promoter' to charge and receive interest in terms of the preceding, in case the 'Purchaser/s' delays/ delay or defaults/ default in making payment on the due date, of such amounts due and payable by the 'Purchaser/s' to the 'Promoter' under this 'Agreement', on more than 03 [Three] occasions totally, the 'Promoter' shall, at its own option, be entitled to terminate this 'Agreement'. **PROVIDED THAT**, the 'Promoter' shall give notice of 15 [Fifteen] Days in writing to the Purchaser/s, by Registered/

Speed Post A. D. at the address provided by the Purchaser/s **and** mail at the e-mail address provided by the Purchaser/s, of its intention to terminate this 'Agreement' and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this 'Agreement'. If the Purchaser/s fails/fails to rectify the breach or breaches mentioned by the 'Promoter' within the period of notice then at the end of the such notice period, the 'Promoter' shall be entitled to terminate this 'Agreement'. The said 15 days' notice period shall start from the date of delivery of the post or the email, whichever is earlier. Avoidance or refusal to receive the post or failure to deliver the post due to an incorrect or incomplete address provided by the Purchaser/s shall be treated as deemed service. If the Purchaser/s fails to rectify the said breach or breaches within the said period of 15 days of the said notice, then, immediately at the end of said 15 days, this Agreement shall ipso facto/automatically stand terminated & the Promoter is absolutely entitled to sell, transfer, gift, mortgage, create third party interest, deal with and dispose of the said Apartment in any manner it deems fit. No separate Deed of Cancellation or any other similar document is required to be entered between the parties hereto for the said cancellation. Upon said termination, Purchaser/s or his heirs or executors shall not have any right, interest, and claim in the Said Unit, it being an important condition and essence of this agreement. The said balance consideration after forfeiting the pre-agreed liquidated damages to be refunded to the Purchaser/s as stated herein shall be refunded by the Promoter from the consideration or amount received by the Promoter from such sell, transfer, mortgage, and disposal, etc. of the Said Unit to any new purchaser/investor/bank /financial institution. Without prejudice to the aforesaid, if the Purchaser/s rectifies the breach or breaches within the said 15 days' notice period, the Purchaser/s shall be liable to pay to the Promoters interest per annum on the arrears due and payable, at the rate of State Bank of India's (SBI) marginal cost of lending rate plus 2% or as a time to time specified in the '**REERA Rules**', whichever is higher. Provided that in case the SBI's marginal cost of lending rate is not in use it would be replaced by such benchmark lending rates which SBI may fix from time to time for lending to the general public.

m) REPAYMENT & DAMAGES: Upon termination of this 'Agreement' as aforesaid, the 'Promoter' shall refund to the Purchaser/s within a period of 30 [Thirty] Days of such termination, the installments which may till then have been paid by the Purchaser/s to the 'Promoter', subject to adjustment and recovery of the following:

- i. Any Goods & Services Tax [GST], Tax Deductible at Source [TDS], Local Body Tax [LBT], Works Contract Tax, Cesses, Charges, etc., that may be recovered by the 'Promoter' and paid to the concerned Government Authority; and
- ii. legal understanding between the parties then the payment which the purchaser has paid to the developer/Promoter will be returned by RTGS/NEFT/cheque after deducting Rs.1,00,000/- (Rupees One lakh only) towards liquidated damages and other administrative charges and expenses; and

REGISTRATION STAMP & NUMBERING

- iii. Agreed Liquidated Damages of an amount equivalent to **10%** [Ten Percent] of the 'Total Sale Consideration', towards the loss of time and opportunity; **PROVIDED THAT**, if in case the Purchaser/s has/ have availed a Bank Loan, the Purchaser/s shall duly pay the dues of the Bank and collect the original documents lying with the Bank and only thereafter, the 'Promoter' shall pay the residual amount if any to the Purchaser/s. The Purchaser/s hereby consents/ consent and authorizes/ authorize the Promoter to collect the documents directly from the Bankers of the Purchaser/s against re-payment by the Purchaser/s of the loan amount then outstanding.

(Signature of the Purchaser/s)

(I hereby specifically agree to Liquidated Damages)

- n) DEED OF CANCELLATION:** The Purchaser/s agrees/agree that, the Purchaser/s shall accept the amount payable as per **[Clause 4(k)]** hereinabove, wherein all his/her/its/their rights, title and interest in the 'Said Unit' shall stand extinguished and the Purchaser/s shall be liable to simultaneously execute and register a 'Deed of Cancellation', in respect of the 'Said Unit', as required by the 'Promoter'.
- o) VARIATION IN CARPET AREA:** The 'Promoter' shall confirm the final 'Carpet Area' of the 'Said Unit' that has been allotted to the Purchaser/s after construction of the "Said Building/Wing/ Block" is complete and the Occupation [or] Completion Certificate is granted by the Competent Authority/ies, by furnishing details of the changes, if any, in the 'Carpet Area' of the 'Said Unit', subject to a standard variation/ fluctuation cap of **02% [Two] Percent**. The 'Total Sale Consideration' payable in relation to the 'Carpet Area' of the 'Said Unit' shall be recalculated upon confirmation by the 'Promoter'. If there is any reduction in the 'Carpet Area' of the 'Said Unit' beyond the defined limit, then the 'Promoter' shall refund the excess amount paid by the Purchaser/s within 45 [Forty-Five] Days with annual interest at the rate as specified in the 'RERA Rules', from the date such excess amount was paid by the Purchaser/s. If there is any increase in the 'Carpet Area' of the 'Said Unit' allotted to the Purchaser/s beyond the defined limit, then the 'Promoter' shall demand such additional amount from the Purchaser/s, as per the next milestone/ stage of the '**Payment Schedule 4**'. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of apartment as amount divided by the total area of apartment as mentioned in Schedule III.
- p)** The Purchaser/s authorizes/ authorize the Promoter to adjust/ appropriate all payments made by him/her/it/them under any head/s of dues against lawful outstanding/s, if any, in his/her/its/their name, as the 'Promoter' may in its sole discretion deem fit and the Purchaser/s undertakes/ undertake not to object/ demand/ direct the Promoter to adjust his/her/its/their payments in any manner.

REGISTRATION STAMP & NUMBERING

q) NAME IN WHICH PAYMENT IS TO BE DRAWN FOR CONSIDERATION

AMOUNT: Promoter specifically communicates to the Purchaser/s that the Purchaser/s shall make the payments for Consideration Amount to the Promoter by Demand Draft or by local cheques drawn in the name of “M/S. Aquara Builder and Developer Pvt. Ltd.” or by electronic mode of transfer. NEFT/ RTGS details are as under:

- Account Holder Name: AQURA BUILDER AND DEVELOPER PVT. LTD.
- Bank Name: ICICI Bank
- Branch: Nanded City, Pune
- Account Number: 349105002371
- IFSC code: ICIC0003491
- Account type: Current

r) RESALE: If the purchaser wants to resale his allotted said flat, before the possession or final conveyance deed or formation of apartment/Condominium/Co-operative Housing Society, he/she should take written permission from the Developer/Promoter. After the formation of the Apartment Condominium/Co-operative Housing Society and execution of the Deed of Declaration or final conveyance deed he/she is required to take permission from the Condominium or apartment/Society.

s) PAYMENT OF WATER CHARGES, ELECTRICITY, TAXES ETC/ OUTGOING AND PROPORTIONATE CONTRIBUTION: Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the premises is ready for use and occupation, the Purchaser/s shall be liable to bear and pay the proportionate share from the date of receiving said Notice(i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said Flat, said land and Building namely local taxes, betterment charges, water charges, electricity user meter charges, Non-agricultural cess or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common facilities and amenities like electricity bills for the consumption of electricity in common areas, water charges, Insurance, repairs, salaries of clerks, insurance, common repairs, lift repair, multi-level parking system maintenance and its repair and salaries of Security Guard (chowkidars), sweepers bills collectors, ...etc. and all other expenses necessary and incidental to the management and maintenance of the said land and building. If in future, Goods & Service all outgoings pertaining to this shall be paid by Purchaser/s separately.

5. MAINTENANCE AND MANAGEMENT CONTRIBUTION TOWARDS CORPUS FUND AND OTHER CHARGES/ DEPOSITS/ EXPENSES:

a) The ‘Promoter’ shall maintain a separate account in respect of amounts received by the ‘Promoter’ from the Purchaser/s as advance or deposit and/or sums received on account of the share capital and entrance fee for the promotion of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders and/or towards the outgoings, legal charges, electricity meter/ sub-

REGISTRATION STAMP & NUMBERING

meter/ transformer charges and deposits, etc. and shall utilize the amounts only for the purposes for which they have been received.

- b)** The Purchaser/s agrees/ agree and admits/ admit that, within 15 [Fifteen] days after a notice in writing is given by the 'Promoter' to the Purchaser/s that the 'Said Unit' is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share [*i.e. in proportion to the 'Carpet Area' of the 'Said Unit'*] of all the outgoings [*which includes without limitation the in respect of the 'The said land' and the 'Said Project' such as local taxes, development charges, betterment charges or such other levies by the concerned Local Authority and/or Central/ State/ Local Government, water charges, insurance, common lights/ electricity repairs and salaries of clerks and/or bill collectors, chowkidars/ watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the 'The said land' and the 'Said Project'*].
- c)** The Purchaser/s agrees/ agree and admits/ admit that until the Ultimate Body/ Apex Body/Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders is formed and the 'The said land' and the building/s comprised within the 'Said Project' is/are transferred to such Ultimate Body/ Apex Body/ Federal Society/Co-operative Housing Association/ Co-operative Housing Society/Condominium of Unit Holders, the Purchaser/s shall pay to the 'Promoter' such proportionate share of outgoings as may be determined by the 'Promoter'.
- d)** Furthermore, the Purchaser/s agrees/ agree that till such share of 'Purchaser/s ' is so determined, the Purchaser/s shall deposit an amount towards such outgoings/ maintenance charges in advance, which will be communicated 15 days in advance to the Purchaser by to the Promoter or within 15 [Fifteen] Days of demand by the 'Promoter' by the Purchaser/s and/ or the possession of the 'Said Unit' is given to the Purchaser/s, whichever occurs later in time. The 'Promoter' shall be entitled to use the said amount and the interest accrued thereon for the maintenance, management and administration of the 'The said land' and the 'Said Project' and in case the said amount is insufficient for such maintenance, management and administration, then the 'Promoter', shall direct the Purchaser/s to contribute an additional amount towards the maintenance, within 15 [Fifteen] Days of such demand. In the event the Purchaser/s fails/ fail to pay the additional amount demanded by the 'Promoter', the 'Promoter' shall be entitled to charge and receive interest as specified in the 'RERA Rules', for every month of delay, until the payment of such amounts due. All taxes levied / payable on the interest so earned, including but not limited to Income Tax, Goods & Services Tax, Local Body Tax [LBT], including such cess and surcharge applicable thereon and the increments thereof shall be payable from the 'Corpus Fund Account'. It is further clarified that maintenance charges/ expenses/ costs shall include but not be limited to expenses with respect to the Club House, Swimming Pool and other common amenities, etc., and facilities in the "Said Building/Wing/ Block" and/or the 'Said Project' as developed on the 'The said land' and also common areas of the 'The said land'.

REGISTRATION STAMP & NUMBERING

- e) The Purchaser/s state and declare that at his/her/its /their sole and absolute discretion he/she/it/they has/have agreed to PAY such decided amount towards such outgoings/ **maintenance charges to the promotor**. The aforesaid amount is worked out based on the present cost. However, the Purchaser/s is/are aware that on account of inflation or other exigencies, additional amounts may be required to be contributed for the maintenance and outgoings, and if so, the Purchaser/s agrees/agree that he/she/they/it shall be bound to contribute such additional amounts in that behalf. Further, the Purchaser/s hereby agrees/agree to pay and/or reimburse to the 'Promoter' or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders the proportionate common maintenance expenses, in the event if the same is in excess over the said amount. The Promoter at its sole discretion may hand over the maintenance of building/s to the respective societies during the entire development and /or continue maintaining the common areas from the said amount until conveyance in favor of the Federal Society/ Co-operative Housing Association /Apex body is executed. The Purchaser/s also agree/s and declare/s to pay the Repair and Maintenance Fund and Sinking Fund to the Promoter or the society and/or the Federal Society/ Co-operative Housing Association of the societies as the case may be.
- f) It is specifically clarified that on conveyance being executed for the 'The said land' and/or the building/s comprised within the 'Said Project', the aforesaid deposits/ provisional monthly contribution/ corpus *[less deduction/s provided for in this 'Agreement']* shall be paid over by the 'Promoter' to the Ultimate Body/ Apex Body/ Federal Society/ Cooperative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders so formed, as the case may be.
- g) The 'Promoter' reserves its right:
- i. To have the maintenance, management, and administration of the 'The said land', the 'Said Project' as well as the specified infrastructure and amenities provided therein, by a separate maintenance & services company to prevent disruption, control costs and expenses, and to ensure uniform and continuous availability of maintenance, management and administration to the extent possible; and
 - ii. In this regard, to appoint property maintenance company/ies or agency/is to look after the maintenance management, administration, and servicing of the 'The said land', the 'Said Project' and any specified areas, amenities, infrastructure, and services and enter into agreement/s with such property maintenance company/ies. The Purchaser/s and the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders, as the case may be, shall be bound by such agreement/s.
- h) In pursuance of the above, until the conveyance of the 'Said Project' and/or the 'The said land' to and in favor of the Ultimate Body/ Apex Body/ Federal

REGISTRATION STAMP & NUMBERING

Society/ Co-operative Housing Association, the Purchaser/s agrees/ agree that:

- i. The 'Promoter' may by itself or through a Property Maintenance and Services Company/ Agency undertake the maintenance of the common amenities and facilities together with general management and supervision of the 'Said Project' through such Property Maintenance and Services Company/ Agency. The Purchaser/s agrees/ agree not to object at any time to the appointment of any such Property Maintenance and Service Company/ Agency being appointed for the maintenance, management, supervision, and administration of the 'Said Project';
 - ii. The 'Promoter' and/or such Property Maintenance and Services Company/ Agency shall be entitled to frame such rules and regulations for regulating and governing the use of the 'Said Unit' as well as the common areas, facilities, and amenities in the 'Said Project'. The Purchaser/s shall be bound by all such rules and regulation;
 - iii. As and when demanded by the 'Promoter' or as and when the 'Promoter' thinks fit, the Purchaser/s shall sign any Maintenance Agreement/s and/or Service Agreement/s *[containing a list of the amenities to be maintained and the services to be rendered including but not limited to fees, subscription, contributions, renewals, etc. depending on the maintenance and the services to be made available to the 'Purchaser/s']* with the Property Maintenance and Services Company/ Agency concerned which may include Subsidiaries/ Entities/ Firms promoted and/or controlled and/or managed by the 'Promoter' itself.
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- i) Since the 'Promoter' is providing and maintaining the essential services, it shall determine the procedure for release of maintenance funds to cover expenses and collection, if required, till the conveyance of the 'Said Project' and/or the 'The said land' to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association. The 'Promoter' shall also decide actual utilization of maintenance charges collected from the Purchaser/s at its sole discretion towards the maintenance of the "Said Building/Wing/ Block", 'Said Project' and the 'The said land' and the Purchaser/s shall not be entitled to challenge the same.
 - j) It is specifically agreed between the PARTIES hereunto that the 'Promoter' is responsible/ liable to pay or share in the aforesaid expenses, outgoings, maintenance charges, etc. in respect of the unsold and vacant flats at the rate of Rs. 500/- per flat per month till the time it is being sold or occupied by any tenant or company representative in the 'Said Project'.
 - k) **Society Formation:** The Promoter hereby assures that it will form a Co-operative Society for residential building within a year from the date on which fifty-one percent of the total number of Purchaser/s in such a residential building have booked their apartment. However, any delay towards affixing the signature of Purchaser/s on such society formation documents and procedural delays on account of the Cooperative department will not be to the account of

REGISTRATION STAMP & NUMBERING

the Promoter. Further, the apex body of such Co-operative Societies will also be formed after obtaining the final occupation certificate of the last Residential building.

- 1) The Purchaser along with other purchasers of premises in the building shall join in forming and registering an Association of Apartment Owners or a society or a limited company (sole option being with the Promoter herein) as may be decided by the Promoter to be known by such name as the Promoter may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Promoter within seven days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the organization of the Purchasers, under Section 10 of the said Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, sale, Management and Transfer) Rules, 1964 No objection shall be taken by the Purchaser if any changes or modification 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. The purchaser hereby agrees to pay, society maintenance cost and any other charges, expenses levied for the betterment of the society.
- m) At the time of registration of *conveyance of the 'Said Project' and conveyance of the 'The said land'*, the Purchaser/s shall pay to the 'Promoter', his/her/its/their share of stamp duty and registration charges payable by the said Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders on such conveyance or any document or instrument of transfer in respect of the building/s comprised within the 'Said Project' and the 'The said land' to be executed to and in favor of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders.

6. OTHER AMENITIES:

- a) The 'Promoter' shall construct a Club House, Swimming Pool and other amenities at a location sanctioned/ modified by the concerned authority/is for the benefit of the Purchaser/s of the unit/s in the 'Said Project' and the Purchaser/s shall be bound by the rules, regulations, and bye-laws framed by the 'Promoter' and/or the Property Maintenance and Services Company/ Agency and/or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders for using the Club House, Swimming Pool and other amenities. The Purchaser/s herein shall along with all other Purchaser/s of unit/s comprised in the 'Said Project', pay the maintenance and other outgoings of the said Club

REGISTRATION STAMP & NUMBERING

House, Swimming Pool and other amenities as demanded by the 'Promoter' or the Property Maintenance and Services Company/ Agency or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders formed thereof. However, the 'Promoter' shall complete the facilities in the Club House in a phased manner and all the Purchaser/s, including the Purchaser/s herein, shall pay the maintenance and other outgoings of the said Club House, its amenities, and facilities, as may be demanded by the 'Promoter' or the Property Maintenance and Services Company/ Agency or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders, formed thereof.

- b) AMENITIES PROVIDED:** The fixtures, fittings, and amenities to be provided by the Promoter, in the premises and the said building are those that are set out in **Schedule "5"** hereto. The purchaser/s shall not be entitled to any extras. If any other extra fittings, fixtures, or amenities are provided by the Promoter at the request of the purchaser, then the purchaser shall be bound to pay the extra for such additions.
- c) AND WHEREAS** The developer has informed the purchaser/investor that the project AQURA PRIDE is being developed in phases. AND WHEREAS the amenities provided in this project are in different ways. Few amenities are provided on the rooftop, few are provided on the ground and few covered amenities are provided within the premises of the building.
- d) AND WHEREAS** The developer reserves the right to allocate the rights to use "the rooftop amenities placed on B & C wing" to "all the residents residing in A, B & C wing", Amenities provided on the ground for the common use of phase-1 & phase-2 of the said project & the amenities provided within any of the building in phase-1 to all the residents residing in A, B & C wing" of the said project (Aqura Pride). The developer may also allocate some part of the rooftop terrace to any of the top-floor flat owner/s for which the purchaser/investor has their full consent.
- e)** In addition to the above rules, all the Purchaser/s, including the Purchaser/s herein, shall follow and abide by the following terms:
- i. That all the Purchaser/s, including the Purchaser/s herein, shall abide by the rules and regulations laid down by the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders formed thereof. The Purchaser/s, including the Purchaser/s herein, acknowledge and agree that he/she/it/they shall have a continuing obligation to contribute towards the subscription and maintenance charges that may be fixed by the 'Promoter' [or] at the instance of the 'Promoter' fixed by the Property Maintenance and Services Company/ Agency [or] the Ultimate Body/ Apex Body/ Federal

REGISTRATION STAMP & NUMBERING

Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders formed thereof.

- ii. That the Club House, Swimming Pool and other amenities is/are available to the Purchaser/s herein, as long as the Purchaser/s herein, is/are the owner/s of the 'Said Unit'. In the event of sale or transfer of the 'Said Unit' by the Purchaser/s in any manner whatsoever, the transferee shall become entitled to the membership of the Club House, Swimming Pool, and other amenities and the 'Purchaser/s /s' herein shall no longer be entitled to the same.
- iii. The Purchaser/s is/are informed and aware that the other Purchaser/s s/occupants shall enjoy the facilities without any hindrance as enjoyed by the Purchaser/s herein and shall also be liable to the same terms and conditions as other Purchaser/s of the units in the 'Said Project', including that of being liable to pay the maintenance charges as the Purchaser/s s/occupants in an integrated project.
- iv. The use of the Club House, Swimming Pool, and other amenities by all the Purchaser/s, including the Purchaser/s herein, shall apart from the other rules and regulations, be in the following manner:
 - 1. If the 'Said Unit' is purchased by a partnership firm or any association of persons [AOP], then only the person occupying the 'Said Unit' would be entitled to use the Club House, Swimming Pool, and other amenities.
 - 2. In the event of the 'Said Unit' being purchased by a Public Limited or a Private Limited Company or Limited Liability Partnership, then only the person authorized by such company/ limited liability partnership to occupy the 'Said Unit' shall be entitled to the use of the Club House, Swimming Pool, and other amenities.
 - 3. In case of inheritance of the 'Said Unit', then in that event, the person inheriting/occupying the 'Said Unit' shall be entitled to membership of the Club House, Swimming Pool, and other amenities.
 - 4. In the event of co-owners of 'Said Unit', such co-owners occupying the 'Said Unit' shall be entitled to the use of the Club House, Swimming Pool, and other amenities.
 - 5. In any other case like tenancy, lease, license, etc., the occupier of the 'Said Unit' shall be entitled to the use of the Club House, Swimming Pool, and other amenities.
- f) The Purchaser/s is/are aware of the fact that the 'Promoter' is developing the 'The said land' in a phase-wise manner and that the amenities specified in **Schedule '5'** shall be used in common by all the members of the 'Said Project' to be developed on the 'The said land'. The Purchaser/s hereby expressly confirms/confirms the said arrangement and undertakes/undertakes to abide by the same.

7. TAXES:

- a) The Purchaser/s agrees/ agree and admits/ admit that the 'Total Sale Consideration' for the 'Said Unit' as mentioned herein, excludes any Goods & Services Tax, Local Body Tax [LBT], Works Contract Tax, Excise and/or other

REGISTRATION STAMP & NUMBERING

taxes, duties, charges, premia, levies, cesses, surcharges, etc. or any other similar taxes, paid or payable by the 'Promoter', in any other form or under any other name, levied by the Central/ State/ Local Government and/or made applicable in future or with retrospective effect, including the increments and penalties thereof, in connection with carrying out and constructing the 'Said Project', which shall be borne additionally by the 'Purchaser/s'.

- b)** The Purchaser/s shall in addition to the 'Total Sale Consideration' mentioned herein, will pay as **applicable taxes as per law towards Goods & Services Tax.**
- c)** In case, if any Goods & Services Tax, Local Body Tax [LBT], Works Contract Tax, Excise and/or other taxes, duties, charges, premia, levies, cesses, the surcharge as are or as may be levied by the Central/ State/ Local Government or any other Authority and arising from or incidental to the sale of the 'Said Unit', including increments and penalties thereof, imposed/ revised by the Central/ State/ Local Government, whether from the date of this 'Agreement' or retrospectively thereby, becomes additionally applicable in future, on account of and incidental to this 'Agreement', it shall be borne solely by the 'Purchaser/s', in addition to the 'Total Sale Consideration' and other charges mentioned herein, within 15 [Fifteen] Days from receipt of a written notice from the 'Promoter' to that effect. Furthermore, any Tax Deducted at Source [TDS] by the Purchaser/s herein, is agreed by the Purchaser/s to be credited to the Central Government as per the norms laid down by the Income Tax Act, the Purchaser/s shall thereafter furnish to the 'Promoter' herein, a Certificate of the said Tax Deducted at Source [TDS] duly credited to the Central Government, within **45 [Forty-Five] Days** from the date of deduction thereof. Any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source [TDS] as may be required under the prevailing laws in force while making any payment to the 'Promoter' under this 'Agreement' shall be deemed to have been paid by the Purchaser/s and received by the 'Promoter' and acknowledged/ credited by the 'Promoter', only upon the Purchaser/s submitting the Original TDS Certificate/s of such tax deducted at source and the amount mentioned in the Certificate/s shall also match with the amounts revealed on the Income Tax Department Web Site. Non-compliance herein shall be treated as nonpayment or default on the part of the Purchaser/s and the 'Promoter' at its discretion shall be entitled to exercise its rights accordingly, including charging of interest, termination, etc. as mentioned herein. The 'Promoter', at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the 'Said Unit' until the Purchaser/s complies/ comply herein.

8. PROVISIONS RELATING TO F.S.I./NON-FSI/TDR:

- a)** The 'Promoter' hereby declares that the Development Scheme of the 'Total Land' has requisites of the layout of the land, D.P. Road, Road Widening, Fire Brigade Reservation, Bio-diversity Park Reservation, Amenity Space, Open Space Provision, Buildable Floor Space Index [FSI]/ Floor Area Ratio [FAR] inclusive/ exclusive of the balcony, stairway, lift well, terrace, etc. number of floors [height of structure/s], etc. as per the Development Control Regulations now in force.

REGISTRATION STAMP & NUMBERING

- b) The Purchaser/s is/are aware and agrees/agree for the proposed plans for development on the 'The said land', the sanctioned and the proposed FSI, the current utilized TDR and the permissible TDR, the sanctioned buildings, the sanctioned and the proposed floors and after being satisfied with the same, has/have entered into this 'Agreement' and hereby grants/grant his/her/their/its irrevocable consent to modify, revise, alter the present sanctioned layout/plans in accordance with the proposed plans and the proposed FSI/TDR. A statement/table disclosing the above details is annexed hereunder as **Schedule 2** and the same is part and parcel of this 'Agreement'. The 'Promoter' shall also be entitled to avail any additional FSI as shall be available on payment of premiums or available as an incentive or by implementing various schemes mentioned in the Development Control Regulations or due to increase in FSI which may be available in future on modifications to development control Regulations applicable to the 'Total Land/ 'The said land'. The Purchaser/s has/have perused, agreed, and understood the said **Schedule 2** and the future FSI, if any, available due to implementation of schemes and/or change in laws/rules/DC Rules and the right of the 'Promoter' to utilize the same and hereby grants his/ her/their/its specific irrevocable consent for the same and for modifying, revising, altering, changing the present sanctioned plan as per the above disclosures and the proposed plan. The said consent is granted by the Purchaser/s without any coercion, misrepresentation, influence and is a specific, irrevocable, and studied consent. As such no separate and/or specific consent is required nor shall the Purchaser/s dispute the said consent granted herein, it is an important condition/essence of this 'Agreement'. The 'Promoter' has thus disclosed the FSI as proposed to be utilized by it on the 'The said land' and the Purchaser/s has/have agreed to purchase the 'Said Unit' based on the proposed construction and sale of units to be carried out by the 'Promoter' by utilizing the proposed FSI/TDR and the additional FSI on the understanding that the declared proposed FSI and the additional FSI shall belong to 'Promoter' only.
- c) The Purchaser/s hereby irrevocably grants/grant consent to the 'Promoter' to undertake the development of subsequent phases in the layout and to put up plans and approvals within the layout, as shall be deemed fit for consuming the balance residual FSI/TDR available on the 'The said land'. The Purchaser/s hereby further agrees/agree and confirms/confirms that he/she/they/it shall not object or create hindrance in undertaking the development of subsequent phases in the 'Said Project'.
- d) The requisites of D.P. Road, Road Widening, Fire Brigade Reservation, Bio-diversity Park Reservation, Amenity Space, Open Space Provision in the Layout of the 'Total Land, in-turn including the 'The said land' shall solely belong to the 'Promoter' and the 'Promoter' shall be entitled to, in its sole discretion, to transfer the same to Government/Pune Municipal Corporation [PMC] and in-turn avail the benefits/ compensation by way of Monetary Compensation/ Transferable Development Rights [T.D.R]/ FSI/ FAR. The Purchaser/s of the 'Said Project' and/or the "Said Building/Wing/ Block" and/or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-

REGISTRATION STAMP & NUMBERING

operative Housing Society/ Condominium of Unit Holders formed thereof, shall not be entitled to claim any interest therein or any part thereof.

- e)** It is hereby agreed between the 'Parties' that balance FSI/TDR if any in respect of the 'Total Land/ 'The said land' belongs to the 'Promoter' alone and that the Purchaser/s as also other Purchaser/s of the units comprised in the 'Said Project' the Ultimate Body/ Apex Body/ Federal Society/Co-operative Housing Association/ Co-operative Housing Society/Condominium of Unit Holders formed thereof shall not have any right, title, and interest therein. It is agreed by and between the 'Parties' that if the permitted floor space index or density is not consumed in the building/s being put up and/or at any time further construction on the 'The said land' is allowed, the 'Promoter' shall always have the right to put additional construction and /or consume the balance floor space index and/or additional floor space index of any other property whatsoever and the Purchaser/s shall not be entitled to claim any share, right, title or interest in such additional F.S.I./TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the 'Promoter' in any manner they choose. The 'Promoter' shall be entitled to float the FSI/TDR of the 'Total Land/ 'The said land' in the present scheme to any other property and vice versa if so permitted by the concerned authority. It is distinctly agreed that even after the 'The said land' is conveyed to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders the unutilized / balance and future FSI/TDR, and the developable portion of the 'The said land' or any portion shown in the sanctioned layout of the 'Total Land and which can be converted into a developable portion as per the rules and regulations of concerned authority shall always remain the property of the 'Promoter' and the 'Promoter' shall alone and absolutely be entitled to use, develop, transfer or assign the development rights thereto in any manner at their sole discretion and the Purchaser/s in the 'Said Project' or the proposed Co-operative Housing Society/ Condominium of Unit Holders shall not dispute the same.
- f)** Notwithstanding anything contained herein and/or irrespective of formation of Cooperative Housing Society/ Condominium of Unit Holders for the building/s during the course of development and construction on the 'The said land', the 'Promoter' alone shall always be absolutely entitled and continue to be entitled for the FSI, TDR, premium FSI, fungible FSI, amenity FSI, additional FSI or TDR, benefits, compensation, etc. whatsoever arising out of the 'Total Land/ 'The said land' and to consume, utilize, load the same on the said 'The said land' and/or to deal with it in any manner as the 'Promoter' deems fit and the Purchaser/s and/or the Co-operative Housing Society/ Condominium of Unit Holders shall not in any event whatsoever have any right and/or interest in the same until the entire development of the 'The said land' is completed, full completion certificate is obtained and conveyance in favour of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association as agreed herein is executed and registered.

9. FORMATION OF ULTIMATE/ APEX BODY/ FEDERAL SOCIETY/ CO-OPERATIVE HOUSING ASSOCIATION/ CO-OPERATIVE HOUSING SOCIETY/ CONDOMINIUM OF UNITHOLDERS:

- a) The Purchaser/s along with other Purchaser/s of the unit/s in the 'Said Project' shall join in forming and registering the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders 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 Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders and for becoming a member, including the byelaws of the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders and duly fill in, sign and return to the 'Promoter' within 07 [Seven] Days of the same being forwarded by the 'Promoter' to the 'Purchaser/s', so as to enable the 'Promoter' to register the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders of the Purchaser/s. No objection shall be taken by the 'Purchaser/s' if any, changes or modifications are made in the draft bye-laws, as may be required by the Registrar of Co-operative Societies, as the case may be or any other Competent Authority.
- b) It is further specifically agreed between the 'Parties' hereto that:
- i. The 'Promoter' may at its sole and absolute discretion, form and register separate Cooperative Housing Societies/ Condominiums of Unit Holders for each Building/ Block in the 'Said Project' for better, smooth, and proper administration, by making the application in that behalf to the Registrar for registration under the Maharashtra Unit Ownership Act, 1970 or Maharashtra Cooperative Societies Act, 1960 or any other Competent Authority, within the prescribed timeframe and each Co-operative Housing Society/ Condominium of Unit Holders shall maintain its respective Building/ Block and the unit/s comprised therein;
 - ii. The said Co-operative Housing Society/ Condominium of Unit Holders of individual Buildings/ Blocks may form and register an Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association in which all the said Co-operative Housing Societies/ Condominiums of Unit Holders formed for individual buildings/ blocks shall become members and the 'Promoter' shall get the conveyance of the respective Building/s in favor of respective Co-operative Housing Society/ Condominium of Unit Holders and the common areas, amenities, 'The said land'/ 'Said Project', Club House, common parking floors and common podiums executed in favor of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association [or] in the name of each individual Co-operative Housing Society/ Condominium of Unit Holders with an undivided interest in the common areas, amenities, 'The said land'/ 'Said Project', Club House, common parking floors and common podiums, as

REGISTRATION STAMP & NUMBERING

permitted under law. The 'Promoter' shall make an application for formation and registration of such Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association within the prescribed period from the date of the receipt of the 'Occupancy Certificate' of the last of the Building/ Block/ Phase which was to be constructed in the layout of the 'The said land'.

- iii.** The promoter shall within one year after obtaining the full and final completion certificate in respect of the entire project including all its phases and on receiving the entire consideration from all the Units/units Purchaser/s of all the phases in the common layout of the said land, cause to be transferred to one or more societies / Associations of Unit Owners/Limited Company or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders formed thereof by execution of the necessary Deed of Conveyance or other proper documents of transfer in favor of Society/ Association of Unit Owners /Limited Company in keeping with the terms and provision of these presents and said the said land including the common areas, the inseparable land underneath all the buildings/wings along with the structures of basements and podium/s constructed in the common layout. In the event of the Co-operative Society/ Limited Company being formed and registered before the sale and disposal of all Units, flats, basement, parking space, other rights in the said building by the Promoters, the power and authority of the Co-operative Society/ Condominium/ Limited Company shall be subject to the overall control and authority of the Promoters in respect of the matters concerning the said Building, the construction and completion thereof and all amenities about the same and in particular the Promoters shall have absolute authority and control as regards the unsold Units, parking spaces, etc. and the disposal thereof and the consideration for the same and which shall be disposed of as and when such Units, parking etc. are sold to the persons of the Promoters choice and at the discretion of the Promoters and the Cooperative Society/Condominium/ Limited Company shall treat them as members without charging any premium or any other extra payment.
- iv.** In case such Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association is not permissible or practicable than in such an event the 'Promoter' may at its sole and absolute discretion get conveyance deed executed in favor of each Co-operative Housing Society/ Condominium of Unit Holders but for the common administration and expenses the said Co-operative Housing Society/ Condominium of Unit Holders shall form an association of persons and the Purchaser/s herein along with the Purchaser/s of the units comprised in the 'Said Project' hereby agrees/ agree to accept the same and the notional subdivision/identified use and occupation of/within the 'Said Project'/ 'The said land'.
- v.** The 'Promoter' shall also have a right at its sole option, to form other bodies or associations as may be deemed necessary in the circumstance and in such an event the Purchaser/s hereby agrees/ agree and covenants/ covenant and gives his/her/their/its express consent to the 'Promoter'.

REGISTRATION STAMP & NUMBERING

- c) The Co-operative Housing Society/ Condominium of Unit Holders to be incorporated/formed and registered shall ensure that:
- i. The provisions of this 'Agreement' are carried into effect fully by it by passing appropriate resolutions for that purpose.
 - ii. It shall also ratify, confirm and adopt the present 'Agreement' and also other articles of agreement/ agreements for sale which the 'Promoter' shall enter into with other Purchaser/s of unit/s in the 'Said Project'.
 - iii. It shall take overall responsibilities, liabilities, and obligations of its various unit owners under the agreement/s between them and the 'Promoter' and shall also be liable in addition to the Purchaser/s of different units. The Purchaser/s hereby agrees/agree and binds/bind himself/herself/themselves/itself to do all acts, deeds, things and execute all documents which the 'Promoter' may require to be executed to enforce the obligations envisaged in this 'Agreement' against the Co-operative Housing Society/ Condominium of Unit Holders.
- d) In pursuance of the above, the 'Owner/s', 'Consenting Party/ies' and the 'Promoter' shall execute and register the final 'Declaration'/ 'Conveyance'/ 'Transfer' Deed/s of the 'The said land' and the building/s comprised within the 'Said Project' *TO AND IN FAVOR* of such Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders, as the case may be and as contemplated above and such Deed/s shall be in the form as may be prepared by the Attorney-at-Law/ Advocate/s of the 'Promoter'.
- e) All the Agreements/ Deeds executed henceforth by the 'Promoter' with any party/ies and/ or person/s with respect to any units/ buildings constructed in the 'Said Project' on the 'The said land' shall be binding on the Purchaser/s and the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders or any other legal entity.
- f) The Purchaser/s to whom the unit/s in the 'Said Project' shall have been transferred, assigned, allotted or given possession of, shall duly observe and perform all the Rules, Regulations and Bye-Laws of such proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders or any alterations, additions or amendments thereof that may be made from time to time.
- g) The 'Promoter' shall not be held responsible or liable for any delay or non-performance on the part of any body or authority or Municipal Corporation or MSEDCL in providing such amenities, services or facilities to the 'Said Project' or to the 'Said Unit' agreed to be sold hereunder.
- h) The name of the 'Said Project' shall be **'AQURA PRIDE'** and shall always remain as stated herein. This covenant shall at all times be binding upon the successors in title and the 'Promoter' and/ or the Purchaser/s including the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders, unless changed by the 'Promoter' itself.

REGISTRATION STAMP & NUMBERING

- i)** All cost, expenses, charges including stamp duty, registration charges for execution of such 'Declaration'/ 'Conveyance'/ 'Transfer' Deed/s shall be borne, paid and shared by all the Purchaser/s and such amount shall be kept deposited by the Purchaser/s with the 'Promoter' on or before delivery of possession of the flats/ Units/ units and shall, remain with the 'Promoter' free of interest.
- j)** In the event of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders being formed or registered before the construction, sale or disposal by the 'Promoter' of all the residential flats/ Units/ units in the 'Said Project':
 - i.** the 'Promoter' shall be entitled to complete the 'Said Project' in a phase wise manner, as per the Sanctioned Plans *[including any revisions carried out from time to time]* and the Purchaser/s as well as the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders, shall not object to such construction and/or sale of the unsold/ subsequently constructed flats/ Units/ units therein and shall not claim any consideration from the 'Promoter' for the same;
 - ii.** the 'Promoter' shall be entitled to sell the unsold/ subsequently constructed flats/ Units/units, without the permission of the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders and without payment of any charges, fee, transfer fee and costs to any party/ies and/or person/s and/or to the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders;
 - iii.** the 'Promoter' shall have absolute authority and control as regards to the disposal of the unsold/ subsequently constructed flats/ Units/ units;
 - iv.** The 'Promoter' is responsible/ liable to pay or share in the aforesaid expenses, outgoings, maintenance charges, etc. in respect of the unsold and vacant flats at the rate of Rs. 500/- per flat per month till the time it is being sold or occupied by any tenant or company representative in the 'Said Project'
 - v.** The powers and authorities of the said proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders so formed for the Purchaser/s and the Purchaser/s of the other flats/ Units/ units in the 'Said Project' shall be subject to the overall control of the 'Promoter' in respect of any of the matters concerning the 'Said Project';
 - vi.** The proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders, shall be bound to admit the Purchaser/s of such unsold/ subsequently constructed flats/ Units/ units, as the member/s of the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders.

10. COMPLETION OCCUPANCY CERTIFICATE: The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate. However, if, the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.O.Cs for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy Certificate.

11. POSSESSION:

- a) 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/ Government at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the 'Said Unit' to the 'Purchaser/s ', obtain from the concerned local authority occupancy and/or part occupancy and/or completion certificate/s in respect of the 'Said Unit'.
- b) AND WHEREAS The developer has informed the purchaser/investor that the project AQURA PRIDE is being developed in phases. AND WHEREAS the amenities provided in this project are in different ways. Few amenities are being provided on the rooftop, few are being provided on the ground and few covered amenities are provided within the premises of the building.
- c) AND WHEREAS The developer reserves the right to allocate the rights to use "the rooftop amenities placed on B & C wing" to "all the residents residing in A, B & C wing", Amenities provided on the ground for the common use of phase-1 & phase-2 of the said project & the amenities provided within any of the building in phase-1 to all the residents residing in A, B & C wing" of the said project (Aqura Pride). The developer may also allocate some part of the rooftop terrace to any of the top-floor flat owner/s for which the purchaser/investor has their full consent.
- d) Time is essence for the 'Promoter' as well as the 'Purchaser/s '. The 'Promoter' shall abide by the time schedule for completing the "Said Building/Wing/Block", Common Amenities and handing over the 'Said Unit' to the 'Purchaser/s ', the respective Buildings/ Blocks to the respective Co-operative Housing Society/ Condominium of Unit Holders of the Purchaser/s and the common areas, amenities, 'The said land'/ 'Said Project', the inseparable land underneath all the buildings/ blocks along with the structures of the Club House, parking floors and podiums, constructed in the common layout to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/Co-operating Housing Society after receiving the occupancy and/or part occupancy and/or completion certificate/s, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installments and other dues payable by him/her/it/them, as provided in the '**Payment Schedule "4"**' and shall meet/ abide by the other obligations under this 'Agreement' subject to the simultaneous completion of construction by the 'Promoter'.
- e) The 'Promoter' shall give/ hand over possession of the 'Said Unit' to the Purchaser/s on or before **6th day of September 2025** [Referred to as the '**Possession Date**']. The 'Promoter' may at its sole discretion, hand over

possession of the 'Said Unit' to the Purchaser/s on an earlier date and the Purchaser/s shall not be entitled to demand extension of time for payment on the ground that the possession is proposed to be handed over on the 'Possession Date'. The 'Possession Date' or such earlier date fixed by the 'Promoter' shall be deemed to be the date of possession and hereinafter referred to as the 'Final Possession Date' and shall be subject to the force majeure condition.

- f)** If the 'Promoter' fails to abide by the time schedule for completing the "Said Building/Wing/ Block" and handing over the 'Said Unit' to the Purchaser/s, the 'Promoter' agrees to pay to the Purchaser/s *who does/ do not intend to withdraw from the 'Said Project'*, interest as specified in the said 'RERA Rules', on all the amounts paid by the 'Purchaser/s ', for every month of delay, till the handing over of the possession of the 'Said Unit'.
- g)** the 'Promoter' shall be entitled to reasonable extension of time for giving/ handing over possession of the 'Said Unit' on the aforesaid date, if the completion of the "Said Building/Wing/ Block" in which the 'Said Unit' is to be situated is delayed on account of:
 - i.** war, civil commotion or act of God;
 - ii.** any notice, order, rule, notification of the Government and/or other public or competent, authority/court;
 - iii.** delay in grant of any No Objection Certificate/s / permissions/ licenses/ connections/ installations of any services such as lifts, garden, electricity & water connections & meters for the "Said Building/Wing/ Block" and/or 'Said Project' from the Appropriate Authority, in-spite of the 'Promoter' having complied with all requirements;
 - iv.** delay by the local authority/ies in issuing or granting necessary Plinth Checking Completion or Occupation Certificates, in-spite of the 'Promoter' having complied with all requirements.
- h)** The Purchaser/s agrees/ agree that the Purchaser/s shall not be entitled to claim possession of the 'Said Unit' nor shall the Promoter be liable to give possession of the 'Said Unit' to the Purchaser/s until all the amounts payable herein against the 'Said Unit' have been paid in full. The Purchaser/s shall not be entitled to demand compliance of any clause under this 'Agreement' by the 'Promoter' unless and until the Purchaser/s has/have paid his/her/its/their entire dues/ consideration lawfully payable to the 'Promoter' under this 'Agreement'.
- i)** Furthermore, if the Purchaser/s notifies/ notify and/or instructs/ instruct the 'Promoter' to carry out any additional work in the 'Said Unit' and/or the modifications in the 'Specifications and Amenities' as mentioned in "**Schedule 5**" annexed hereunder, then the said 'Possession Date' shall be proportionately extended by the number of days required by the 'Promoter' to carry out such additional work and/or such work of alteration, modification, amendment or revision. In furtherance to the same, the Purchaser/s specifically agrees/ agree and assures/ assure, that the Purchaser/s shall not be entitled to claim any damages, compensation, penalty and/or interest, on account of such an extension in the said 'Possession Date'.

j) Procedure For Taking Possession:

- a) The 'Promoter', upon obtaining the occupancy/ part occupancy certificate from the competent authority/ies and upon the Purchaser/s making payments in terms of this 'Agreement' shall offer in writing the possession of the 'Said Unit', to the Purchaser/s in terms of this 'Agreement and the 'Promoter' shall give possession of the 'Said Unit' to the 'Purchaser/s '.
- b) The 'Promoter' agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the 'Promoter'.
- c) The Purchaser/s agrees/ agree to pay the outgoings/ maintenance charges/ corpus as determined by the 'Promoter' or Ultimate Body/ Apex Body/ Federal Society/ Cooperative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders of 'Purchaser/s ', as the case may be.
- d) The 'Promoter' on its behalf shall offer the possession in the aforementioned manner to the Purchaser/s in writing within 15 [Seven] Days of receiving the occupancy/ part occupancy certificate of the 'Said Building/Wing/Block' within which the 'Said Unit' is situated.

k) Time Limit of Taking Possession: The Purchaser/s shall take possession of the 'Said Unit' within 15 [Fifteen] Days of the written notice from the 'Promoter' to the Purchaser/s intimating that the 'Said Unit' is ready for use and occupancy.

l) Failure Of Purchaser/s To Take Possession Of 'Said Unit':

- i. Upon receiving a written intimation from the 'Promoter' as mentioned hereinabove, the Purchaser/s shall take possession of the 'Said Unit' from the 'Promoter' by making all the payments due under this Agreement, executing necessary indemnities, undertakings and such other documentation as prescribed in this 'Agreement' and the 'Promoter' shall give possession of the 'Said Unit' to the Purchaser/s.
- ii. Even in case the Purchaser/s fails/ fail to take possession within the time provided hereinabove such Purchaser/s shall continue to be liable to pay maintenance charges, property taxes and any other charges as applicable.

12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The 'Promoter' hereby represents and warrants to the Purchaser/s as follows:

- a) That subject to what is stated that, the 'Promoter' has clear and marketable title with respect to the 'The said land' as declared in the 'Title Certificate' annexed to this 'Agreement' and has the requisite rights to carry out development upon the 'The said land' and also has actual, physical and legal possession of the 'The said land' for the implementation of the 'Said Project';
- b) That the 'Promoter' has lawful rights and requisite approvals from the Competent Authority/ies to carry out development of the 'Said Project' and shall obtain requisite approvals from time to time to complete the development of the 'Said Project';
- c) That there are no other encumbrances/ charges upon the 'The said land' or any of the structure of the building/s comprised within the 'Said Project', as on the date of the execution of this 'Agreement', except those disclosed in the

REGISTRATION STAMP & NUMBERING

'Title Report' issued by the Attorney-at-Law/ Advocate/s of the 'Promoter'; The Promoter is entitled to obtain project finance for the said project.

- d)** That there are no litigations pending before any Court of law as on the date of the execution of this 'Agreement', with respect to the 'The said land' or the 'Said Project'.
- e)** That all approvals, licenses and permits issued by the Competent Authority/ies with respect to the 'Said Project', 'The said land', 'Total Land and the 'Said Building/Wing/ Block' 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 Authority/ies with respect to the 'Said Project', 'The said land', 'Total Land and the 'Said Building/Wing/Block' 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 'Said Project', 'The said land', 'Total Land, the 'Said Building/Wing/Block' and the common areas;
- f)** That the 'Promoter' has the right to enter into this 'Agreement' and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- g)** That the 'Promoter' has not entered into any agreement for sale and/or development agreement with any person or party with respect to the 'The said land', including the 'Said Project' and the 'Said Unit' which will, in any manner, affect the rights of Purchaser/s under this 'Agreement' and furthermore, in an event the 'Promoter' enters into any such agreement, the 'Promoter' shall ensure that the rights of the Purchaser/s under this 'Agreement' shall remain unaffected;
- h)** That the 'Promoter' confirms that the 'Promoter' is not restricted in any manner whatsoever from selling the 'Said Unit' to the Purchaser/s in the manner contemplated in this 'Agreement';
- i)** That at the time of execution of the conveyance deed of the 'The said land' and the 'Said Building/ Wing/ Block' to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders of the Purchaser/s , the 'Promoter' shall handover lawful, vacant, peaceful and physical possession of the common areas to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders of the Purchaser/s ;
- j)** That 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/ies up-to the date of receipt of the Occupation Certificate/ Completion Certificate, as the case may be;
- k)** That if the "promoter" has applied for MSEDCL Electricity Meter for unit holders, but concern authority unable to deliver on time then common electricity meter will be installed and bills will be paid equally by all-unit holders.

- 1) That, property tax will be fully payable by respective unit purchaser for the whole financial year irrespective of the agreement execution date & possession date.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE

PURCHASER/S: The Purchaser/s for himself/herself /itself/themselves, with the intention to bring all persons into whatsoever hands the 'Said Unit' may come, doth hereby covenants with the 'Promoter' as follows:

- a) To use the 'Said Unit' or any part thereof or permit the same to be used only for *residential purposes* and to use the 'Covered Car Parking Space/s' only for the purpose/s of keeping or parking his/her/its/their vehicle/s;
- b) The 'Covered Car Parking Space/s' allotted to the Purchaser/s herein shall be used only for the purpose of parking and not for storage purposes. In case of transfer of the 'Said Unit', the right to use the 'Covered Car Parking Space/s' shall be automatically transferred along with the 'Said Unit'. The right to use the 'Covered Car Parking Space/s' under no circumstances is separately transferable. The Purchaser/s shall only be allowed to park their vehicle in the allotted 'Covered Car Parking Space/s'. Such allotted 'Covered Car Parking Space/s' shall be specifically marked and shall be used for parking the number of car/s it is allowed for;
- c) To maintain the 'Said Unit' at his/her/its/their own cost in good and tenantable repair and condition from the date of possession of the 'Said Unit' and shall not do or suffer to be done anything in or to the "Said Building/Wing/Block" in which the 'Said Unit' is situated which may be against the rules, regulations or bye-laws [or] change/ alter or make addition in or to the 'Said Building/ Wing/Block' in which the 'Said Unit' is situated and the 'Said Unit' itself or any part thereof without the consent of the local authorities, if required;
- d) To not utilize entry and exit areas, common areas, passage areas, ducting, service access areas, etc. for any kind of storage purpose which may or may not create obstruction to other Purchaser/s and will abide by the rules and regulations of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders of the Purchaser/s;
- e) To not store in the 'Said Unit' any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the 'Said Building/ Wing/Block' in which the 'Said Unit' is situated or storing of which goods is objected by the concerned local or other authority and shall take care while carrying heavy packages which may damage or is likely to damage the staircases, common passages or any other structure of the 'Said Building/ Wing/Block' in which the 'Said Unit' is situated, including entrances of the "Said Building/Wing/ Block" in which the 'Said Unit' is situated and in case any damage is caused to the 'Said Building/Wing/Block' in which the 'Said Unit' is situated or the 'Said Unit' on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
- f) All interior related works by the Purchaser/s can be taken up only after handing over possession of the Said Unit to the Purchaser/s by the Promoter.

REGISTRATION STAMP & NUMBERING

The Promoter does not owe any responsibility for any breakage's damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s. The Promoter is not answerable to any theft during the course of the interior works;

- g)** To carry out at his/her/its/their own cost all internal repairs to the said 'Said Unit' and maintain the 'Said Unit' in the same condition, state and order in which it was delivered by the 'Promoter' to the Purchaser/s and shall not do or suffer to be done anything in or to the 'Said Building/Wing/Block' in which the 'Said Unit' is situated or the 'Said Unit' 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 Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- h)** To ensure that, any cracks or leakage/s or damage caused to the adjacent/neighbouring/ above/ below unit/s on account of the Purchaser/s undertaking/carrying out interior decoration and internal furniture/ fixtures/ fittings work in the 'Said Unit', shall be rectified at the sole cost and expense of the Purchaser/s;
- i)** To ensure that no workers/ carpenters/ contractors shall stay overnight at the 'Said Unit' or in any other place in or around the premises where the 'Said Project' is situated;
- j)** To make arrangements to store all the materials such as plywood, glass, steel, etc., within the 'Said Unit' and nothing shall be stored in the corridor or common area/s of the 'Said Building/Wing/Block' and/or the 'Said Project';
- k)** To be responsible for the safety of the workers/ carpenters/ contractors or their personnel engaged in carrying out interior decoration and internal furniture/ fixtures/ fittings work in the 'Said Unit' and any claim arising out of any accident or act shall be met by the Purchaser/s alone and the 'Promoter' shall not be responsible for the same in any manner whatsoever';
- l)** To not join two adjacent flats/ units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the 'Said Unit';
- m)** To not make any demand to change the existing plans and/or any changes in the plan of the 'Said Unit' annexed herewith. The 'Promoter' shall not refund any amount for deleting items of specifications and amenities on request of the 'Purchaser/s';
- n)** To not demolish or cause to be demolished the 'Said Unit' or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the 'Said Unit' or any part thereof, nor any alteration in the elevation and outside colour scheme of the 'Said Building/ Wing/Block' in which the 'Said Unit' is situated and shall keep the portion, sewers, drains and pipes in the 'Said Unit' and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the 'Said Building/Wing/Block' and the 'Said Project' in which the 'Said

REGISTRATION STAMP & NUMBERING

Unit' is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardi's or other structural members in the 'Said Unit' without the prior written permission of the 'Promoter' and/or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders;

- o)** To not do or permit to be done any act or thing which may render void or voidable any insurance of the 'Said Project', 'The said land' and the 'Said Building/Wing/Block' in which the 'Said Unit' is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- p)** To not 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 Project', 'The said land' and the 'Said Building/Wing/ Block' in which the 'Said Unit' is situated;
- q)** To pay to the 'Promoter' within 15 [Fifteen] Days of demand by the 'Promoter', his/her/its/their share of security deposit demanded by the concerned local authority or Government or utility service provider for giving water, electricity or any other service connection to the "Said Building/Wing/ Block" and/or the 'Said Project' in which the 'Said Unit' is situated;
- r)** The consideration agreed herein is based on the mutual negotiations between the 'Promoter' and the 'Purchaser/s', and the Purchaser/s shall have no right to renegotiate on the consideration in comparison with other 'Purchaser/s' of the Units in the 'Said Project' for any reasons for whatsoever;
- s)** That the Purchaser/s is also aware and agrees that some of the Common Amenities and Facilities in the Said Project shall be completed from time to time and all of which shall be completed within the Completion period as agreed hereinabove in Clause 9;
- t)** To bear and pay increase in local taxes, water charges, electricity charges, transformer charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the 'Said Unit' by the Purchaser/s for any purposes other than for purpose for which it is sold. Such amount until utilization shall lie as interest free deposits with the 'Promoter';
- u)** The Purchaser/s shall not let, sub-let, transfer, assign, or part with is/her/its/their interest or benefit factor of this 'Agreement' or part with the possession of the 'Said Unit' until all the dues payable by the Purchaser/s to the 'Promoter' under this 'Agreement' are fully paid up and the prior written and express permission of the 'Promoter' is obtained for transfer of the 'Said Unit' from the Purchaser/s in favour of any party/ies and/or person/s;
- v)** To observe and perform all the rules and regulations which the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time, together with the rules and regulations enforced by the 'Promoter' and/or the Property Maintenance and Services Company/ Agency for

REGISTRATION STAMP & NUMBERING

protection and maintenance of the 'The said land', 'Said Project', "Said Building/Wing/ Block" and the unit/s comprised 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 the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders regarding the occupancy and use of the 'Said Unit' in the "Said Building/Wing/ Block" and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this 'Agreement';

- w)** Till the conveyance of the structure of the "Said Building/Wing/ Block" in which the 'Said Unit' is situated is executed in favor of Co-operative Housing Society/ Condominium of Unit Holders, the Purchaser/s shall permit the 'Promoter' and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the "Said Building/Wing/ Block" or any part thereof to view and examine the state and condition thereof;
- x)** The 'Promoter' shall be liable to pay only the municipal taxes, at actual, in respect of the unsold units and other premises in its possession. As the unsold units will remain locked and unoccupied, the 'Promoter' for these unsold units shall pay to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders a token sum of Rs. 500/- (Rupees Eleven Only) per month towards the non-occupancy charges and other outgoings in respect of the unsold units till such time as they are sold and disposed off, where after the prospective Purchaser/s will undertake the liability of all such future payments thereof.
- y)** Until conveyance of the 'The said land' on which the "Said Building/Wing/ Block" in which the 'Said Unit' is situated is executed in favor of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association, the Purchaser/s shall permit the 'Promoter' and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the 'The said land' or any part thereof to view and examine the state and condition thereof;
- z)** Not to obstruct the development work for any reason and in any way;
- aa)** Not to wash utensils in the balconies and terraces of the "Said Building/Wing/ Block";
- bb)** Not to affix any sign/ name/ display boards/ hoardings/ neon lights etc. in or around the 'Said Unit', common areas, parking etc. or in any portion of the "Said Building/Wing/ Block" and/or the 'Said Project';
- cc)** Not to make use of overhead terraces of the "Said Building/Wing/ Block" in any manner against the rules and regulations enforced by the 'Promoter' and/or the Property Maintenance and Services Company/ Agency and/or the Ultimate Body/ Apex Body/ Federal Society/ Cooperative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders;
- dd)** Till a conveyance of the said property/the said land on which the building in which Unit is situated is executed in favour of Apex Body/ Federal Society/

REGISTRATION STAMP & NUMBERING

Co-operative Housing Association, the Promoter, its agents, workmen, are absolutely entitled, at all reasonable times, to enter into and upon the buildings, the said property/the said land or any part thereof to view and examine the state and condition thereof and carry out development and construction thereon, by consuming the entire available FSI, TDR, fungible FSI, Premium FSI and additional FSI.

- ee)** Not to raise any objection in the matter of allotment or sale of any unit or allotment of parking space/area by the 'Promoter' on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority/ies. The Purchaser/s hereby further warrants/ warrant and confirms/ confirm that the Purchaser/s shall, upon formation of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Society/ Condominium of Unit Holders and/or upon conveyance, as contemplated herein, cause such Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Society/ Condominium of Unit Holders to confirm and ratify and shall not permit the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders to alter or change the allocation of the covered car parking spaces/areas in the manner allocated by the 'Promoter' to the various Purchaser/s including the Purchaser/s herein of the units in the "Said Building/Wing/Block" and the 'Said Project';
- ff)** Not to carry on any activity in the 'Said Unit' which may be illegal/ anti-social/ anti-national which may tarnish the reputation of the 'Promoter' and cause nuisance, annoyance or inconvenience to the neighbouring unit holders/ occupiers, etc.;
- gg)** To irrevocably authorize the 'Promoter' to represent the Purchaser/s before the concerned Authority/ies in all matters regarding Property Tax Assessment and Reassessment before the concerned Authority/ies and the decisions taken by the 'Promoter' in this regard shall be binding on the Purchaser/s. The 'Promoter' may till the execution of the final conveyance, represent the Purchaser/s to do all the necessary things /acts in all the Government and Semi-Government Department/s and the same shall stand ratified and confirmed by the Purchaser/s;
- hh)** In an event that the Pune Municipal Corporation [PMC] and/or the concerned Authority/ies are not able to supply adequate drinking water throughout the year, then until formation of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders or any other legal entity, the 'Promoter' shall help/ assist the unit Purchaser/s and/or the Ad-hoc committee collectively formed by the unit Purchaser/s for providing required quantity of water by purchasing the same from the open market as per the availability. All costs incidental thereto shall be borne collectively by the unit Purchaser/s in a proportionate manner, wherein the 'Promoter' shall not be liable to bear the costs thereof. For the sake of clarity, the role of the 'Promoter' herein shall be of giving required help and making adequate arrangements only. The

REGISTRATION STAMP & NUMBERING

Purchaser/s accordingly authorize and grant its consent to the promoter to file necessary undertaking and declaration in respect thereof, if required, by Pune Municipal Corporation and agree and undertake to abide with and adhere to the said undertaking and declarations submitted by the Promoter for obtaining approvals and completion certificate.;

- ii)** That recreation spaces, water bodies, etc. which are to be provided by the Promoters shall form and be utilized by all the Purchaser/s and other occupants of the Units in the 'Said Project', save and except the exclusive use of the area appurtenant to the podium level Unit granted to the said podium level Units. It is also agreed that the Promoters or the Cooperative Society or Condominium to be formed of the Unit Purchaser/s shall in no manner whatsoever be responsible and liable for any loss, damage suffered by the Purchaser/s or their family members, guests etc. due to any facilities being developed by the Promoters.
- jj)** To preserve the ambience, hygiene, efficient control and management of the common areas and facilities as well as the overall operations and maintenance of the 'Said Project', the 'Promoter' and/or the Property Maintenance and Services Company/ Agency and/or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders may provide a user manual/ guide book/ rule book, which shall be deemed to be part and parcel of these presents and shall be binding upon the Purchaser/s herein in the same manner as the other contractual conditions/ obligations agreed upon between the 'Promoter' and the Purchaser/s herein. The Purchaser/s agree and assure to duly abide by, comply and follow with the directions contained in such user manual/ guide book/ rule book;
- kk)** To not keep or place flower pots on windows or hung in the balconies, so as to avoid any unforeseeable dangerous situation. Further, while watering the plants, it must be ensured that the dirty water does not drip on the external walls of the Building/ Units;
- ll)** To dry Clothes only in the designated drying balcony and not on the outside balcony/ open areas;
- mm)** To not keep cable wires or satellite dishes hanging in the balconies. Satellite dishes to be fitted in the designated area only;
- nn)** To not use the lift for carrying heavy materials such as plywood, marble, cement bags and the like. In case of heavy materials, only the use of staircase is permitted;
- oo)** The Purchaser/s shall allow the contractors/ laborers appointed by the 'Promoter' or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders to repair or maintain common water lines, toilet pipes etc.
- pp)** The Purchaser/s further acknowledges/ acknowledge and understands/ understand that the 'Said Unit' shall be subject to all the following Conditions:
 - i.** The access to the individual unit/s shall be as per the sanctioned plans and/or revised plans from time to time;

REGISTRATION STAMP & NUMBERING

- ii. Air-Conditioners shall be fixed in the space provided by the 'Said Architect/s' of the 'Promoter' and location of the air-conditioners shall be restricted to the abovementioned space only;
 - iii. The elevations and finishing material of the building, both externally and internally, will not be permitted to be changed under any circumstances;
 - iv. Construction of lofts and other civil non-structural changes done internally shall, besides being at the risk and cost of the 'Purchaser/s', not damage the basic R.C.C. structure and such changes shall be implemented only after obtaining prior written consent of the 'Promoter' and the R.C.C. Consultants;
 - v. The 'Promoter' shall, in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this 'Agreement' have first lien and charge on the 'Said Unit'.
- qq)** In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall for the consequences thereof, be responsible and liable to the 'Promoter' and/or to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders or any other legal entity and/or to the concerned local authority/ies and/or other public authority/ies as the case may be;
- rr)** The Purchaser/s acknowledges/ acknowledge and understands/ understand that the 'Promoter' shall be entitled to utilize the potentiality of the areas under road widening, internal roads and areas under reservation, amenity spaces, if any, out of the layout in respect of the 'Total Land, as the 'Promoter' may deem fit and proper. The Purchaser/s herein as well as the Purchaser/s of other units in the "Said Building/Wing/ Block" and/or the 'Said Project' shall not be entitled to raise any disputes in respect thereof at any times hereafter. Conveyance in favour of the Cooperative Housing Society/ Condominium of Unit Holders in respect of the structure of the "Said Building/Wing/ Block" and conveyance of the common areas of the 'Said Project' in favour of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association along with the FSI consumed in the "Said Building/Wing/ Block" and/or 'Said Project' shall be expressly subject to the rights of the 'Promoter' under these presents.
- ss)** The Purchaser/s herein agrees/ agree, declares/ declare and covenants/ covenant that the exclusive rights granted to the Purchaser/s by and under this 'Agreement', the terms and conditions and the rules herein in respect of the use of the units, common areas, amenities and parking, shall ipso-facto form part of the bye-laws of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders, as the case may be, irrespective of it being specifically adopted, mentioned and/or resolved by them and the Purchaser/s herein undertakes to adhere and abide thereto forever.
- tt) ENTRY OF PROMOTERS STAFF IN THE PREMISES:** Till the deed of conveyance or deed of assignment of the said plot along with building in which the said premises are situated is executed, the Purchaser shall permit the

REGISTRATION STAMP & NUMBERING

Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair.

- uu) MOVEMENT OF MEN AND MATERIAL:** The INVESTOR understands the Promoter will construct buildings based on Future Potential as mentioned above. The INVESTOR assures that after possession of the Said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

(Signature of INVESTOR)

(This consent shall be construed as informed consent)

14. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON “SAID UNIT”:

- a) After the ‘Promoter’ executes this ‘Agreement’ it shall not mortgage or create a charge on the ‘Said Unit’ and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have agreed to purchase the ‘Said Unit’.
- b) The ‘Promoter’ shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institutions and/or person/s for development and completion of the ‘Said Project’ on the ‘The said land’ and/or the ‘Total Land and/or other pieces of land which may be the subject matter for development by the ‘Promoter’.
- c) The ‘Promoter’ shall be entitled to create security either by way of mortgage or otherwise, on the ‘The said land’ and/or the ‘Total Land and/or other pieces of land which may be the subject matter for development by the ‘Promoter’ in favor of such bank/s and/or financial institutions and/or person/s, **however**, the ‘Promoter’ shall always keep the Purchaser/s duly indemnified from repayment of such loan and/or consequences flowing therefrom.

15. BINDING EFFECT:

- a) Forwarding this ‘Agreement’ to the Purchaser/s by the ‘Promoter’ does not create a binding obligation on the part of the ‘Promoter’ or the Purchaser/s until:
 - i. **Firstly**, the Purchaser/s signs/ sign and delivers/ deliver this ‘Agreement’ with all the Schedules/ Annexure/s, along with the payments due as stipulated in the “ Schedule 4” of Consideration, within 30 [Thirty] Days from the date of receipt by the ‘Purchaser/s ’; and
 - ii. **Secondly**, the Purchaser/s appears/ appear for registration of the same before the concerned Sub-Registrar as and when intimated by the ‘Promoter’.
- b) If the Purchaser/s fails/ fail to execute and deliver to the ‘Promoter’ this ‘Agreement’ within 30 [Thirty] Days from the date of its receipt by the

Purchaser/s and/or fails/ fail to appear before the Sub-Registrar for its registration as and when intimated by the 'Promoter', then the 'Promoter' shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 [Fifteen] Days from the date of its receipt by the 'Purchaser/s ', the application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

16. GENERAL COVENANTS OF THE PARTIES:

- a) For the purpose of security, safety and to prevent any nuisance to the Purchaser/s of the podium level unit/s, a portion of the podium appurtenant to the said podium unit/s shall be barricaded by way of a parapet wall and/or a similar structure, which shall be accessible only through the said podium unit/s and the Purchaser/s of the podium level unit/s shall have and hold the rights to the exclusive use of such area. The Purchaser/s herein has/have specifically agreed and understood the same and further agrees/ agree, declares/declare and covenants/ covenant that the said area shall not be used as a common area and he/she/they/it and/or the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders shall not have any right, interest or claim in the said area nor claim any compensation from the Purchaser/s of such podium level unit/s.
- b) Nothing contained in this 'Agreement' is intended to be nor shall be construed as a grant, demise or assignment in law, of the 'The said land' and/or the 'Said Project' and/or the building/s and flats/ Units/ unit/s comprised therein or any part thereof. The Purchaser/s shall have no claim save and except in respect of the 'Said Unit' hereby agreed to be sold to him/her/it/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. shall remain the property of the 'Promoter' until the said structure of the building/s comprised in the 'Said Project' is/are transferred to the Co-operative Housing Society/ Condominium of Unit Holders and until the 'The said land' is transferred to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association as hereinbefore mentioned. Significant risks and rewards of ownership and effective control of the 'Said Unit' shall be deemed to have been transferred on delivery of possession through ownership.
- c) **PROVISION/ACT:** The PARTIES agree that this 'Agreement' shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, as amended till this date and the 'RERA Act' and/or any similar and superseding laws that may come into force and the rules made there under, respectively as applicable. Any dispute arising out of this 'Agreement' or any clause, except the disputes expressly covered by the 'RERA Act' and/or any similar and superseding laws that may come into force shall be settled by and under the provisions of 'RERA Act' and/or any similar and superseding laws that may come into force.

REGISTRATION STAMP & NUMBERING

- d)** This 'Agreement' is on the express condition that the flats/ Units/ units comprised in the 'Said Project' to be constructed on the 'The said land', have or are being sold subject to the mutual rights of such Purchaser/s with regard to his/her/its/their open space/ eye level terrace/ balcony as aforesaid and that the Purchaser/s and/or Purchaser/s of each of such unit/s and the rights in relation thereto of each Purchaser/s shall be subject to all the rights of the other Purchaser/s in relation to his/her/its/their flats/Units/units. None of the Purchaser/s of the remaining unit/s shall have any right whatsoever to and shall not use and/or occupy the open space/ eye level terrace and/or any part thereof acquired by any other existing Purchaser/s including the Purchaser/s herein, nor shall he/she/it/they do or cause to do anything whereby such existing Purchaser/s including the Purchaser/s herein is/are prevented from using, enjoying and occupying the said eye level terrace/s/ open space/s/ covered car parking space/s as aforesaid or the rights of such Purchaser/s including the Purchaser/s herein, for the same are in any manner affected or prejudiced. The Purchaser/s covenants/ covenant that he/she/it/they shall exercise his/her/its/their rights consistently with the rights of the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other flats/ Units/ units is/are prevented from using or occupying exclusively the flats/ Units/ units in the 'Said Project' allotted to him/her/it/them.
- e)** Any relevant and necessary covenants as may be stipulated by the 'Promoter' for the more beneficial and optimum use and enjoyment of the 'The said land' [i.e., the 'The said land' together with the structure/s of building/s comprised in the 'Said Project' thereof] is in general and for the benefit of any class of holders of any flat/ Unit/ unit or any part thereof, as the case may be. All rights of water drainage, watercourse, light, and other easements and/or quasi or reputed easements and rights of adjoining owner/s [if any] effecting the same and to any liability to repair and contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters, the 'Promoter' shall not be required to show the creation of or define or apportion any burden.
- f)** All the future agreement/s by the 'Promoter' with any party/ies and/or person/s with respect to any unit in the 'Said Project' constructed on the 'The said land' shall be binding on the Purchaser/s and the proposed Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders.
- g)** The 'Promoter' shall be entitled to grant lease or license of any portion of the 'The said land' to any Government/ Semi-Government, Local or Municipal Body or Authority and/or to the MSEDCL or to any private party or parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae, etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license. Conveyance of the said 'The said land' in favor of the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders shall be expressly subject to the rights created under any such lease or license mentioned in this Clause.

REGISTRATION STAMP & NUMBERING

- h)** The 'Purchaser/s ', 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, 1934 and the Rules and Regulations made thereunder 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 shall provide the 'Promoter' with such permission, approvals which would enable the 'Promoter' to fulfil its obligations under this 'Agreement'. Any refund if provided in terms of this 'Agreement' shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 and/or other applicable statutory enactments or amendments thereof and the rules and regulations thereof. The Purchaser/s understands/ understand and agrees/ agree that in the event of any failure on his/her/its/their part to comply with the applicable guidelines issued by the Reserve Bank of India and/or any other competent governmental authority, he/she/it/they shall be liable for such action under the Foreign Exchange Management Act, 1999 or other laws as may be applicable and as amended from time to time and the 'Promoter' accepts no responsibility in this regard. The Purchaser/s shall keep the 'Promoter' fully indemnified and harmless in this regard.
- i)** Furthermore, whenever there is any change in the residential status of the Purchaser/s subsequent to the signing and registration of this 'Agreement', it shall be the sole responsibility of the Purchaser/s 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 the Purchaser/s and such third party shall not have any right in the application/ allotment of the 'Said Unit' herein, in any way and the 'Promoter' shall be issuing the payment receipts in favor of the Purchaser/s only.
- j)** It is specifically understood that the brochure/s published by 'Promoter' from time to time in respect of the 'Said Project' is just an advertisement material which contains various features such as furniture layout in the flats/ Units/ units, vegetation and plantation shown around the "Said Building/Wing/ Block", the 'Said Project', vehicles, etc. to increase the aesthetic value only and are not facts. Mere revelation in the advertisement does not imply that these specification/ amenities are agreed to be developed or provided by the 'Promoter'.
- k)** The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale accommodation of flats/ Units/ units/ car parking spaces, etc., on the ground of religion/ caste/ creed or nuisance/ annoyance/ inconvenience for any profession/ trade/ business, etc., that has been or will be permitted by law or by local authority in the concerned locality.
- l)** The Purchaser/s hereby consents/ consent that the 'Promoter' may and shall always continue to have the right to place/ erect hoarding/s on the 'The said land', of such nature and in such form as the 'Promoter' may deem fit and the 'Promoter' shall deal with such hoarding spaces as its sole discretion until conveyance of the 'The said land' to the Ultimate Body/ Apex Body/ Federal

Society/ Co-operative Housing Association/ Co-operative Housing Society/ Condominium of Unit Holders and the Purchaser/s agrees/ agree not to dispute or object to the same. The 'Promoter' shall not be liable to pay any fees / charges to the Ultimate Body/ Apex Body/ Federal Society/ Co-operative Housing Association/ Cooperative Housing Society/ Condominium of Unit Holders for placing/ putting up the hoarding/s, provided that any municipal taxes payable for such use and maintenance shall be borne and paid by the 'Promoter'.

17. MISCELLANEOUS:

a) Notices:

- i.** All letters, receipts and/or notices, emails issued by the 'Promoter' and dispatched by Registered/ Speed Post to the address of the Purchaser/s or notified E-mail ID shall be sufficient proof of receipt of the same by the Purchaser/s. For this purpose, the Purchaser/s has/have given the address & E-mail ID at the start of this Agreement' and the Purchaser/s shall not dispute receipt of notice when served on the address & E-mail ID mentioned in this 'Agreement'.
- ii.** It shall be the duty of the Purchaser/s and the 'Promoter' to inform each other of any change in address subsequent to the execution of this 'Agreement' in the above address, failing which all communications and letters posted at the above address shall be deemed to have been received by the 'Promoter' or the 'Purchaser/s', as the case may be.
- iii.** That in case there are Joint Purchaser/s all communications shall be sent by the 'Promoter' to the Purchaser/s whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the 'Purchaser/s'.

- b)** Entire Agreement: This 'Agreement', along with its Schedule/s and Annexure/s, constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes any and all understandings, documents, deeds, writings, pamphlets, brochures, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the PARTIES in regard to the 'Said Unit', as the case may be.
- c)** Right to Amend: This 'Agreement' shall not be amended or altered or modified except by an instrument in writing duly signed by the PARTIES.
- d)** Provisions of this 'Agreement' applicable to Purchaser/s & Subsequent Purchaser/s : It is clearly understood and so agreed by and between the PARTIES hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 'Said Project' shall equally be applicable to and enforceable against any subsequent Purchaser/s of the 'Said Unit', in case of a transfer, as the said obligations go along with the 'Said Unit' for all intents and purposes.
- e)** Severability: If any provision of this 'Agreement' shall be determined to be void or unenforceable under the 'RERA Act' or the rules and regulations made thereunder or under other applicable laws, such provisions of this 'Agreement'

REGISTRATION STAMP & NUMBERING

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 'RERA 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.

- f)** Waiver: Any delay tolerated or indulgence shown by the 'Promoter' in enforcing the terms of this 'Agreement' or any forbearance or granting time to the Purchaser/s by the 'Promoter' shall not be construed as a waiver on the part of the 'Promoter' of any breach or non-compliance of any terms and conditions of this 'Agreement' by the Purchaser/s nor shall the same in any manner prejudice the rights of the 'Promoter'.
- g)** Method of Calculation of Proportionate Share: Wherever in this 'Agreement' it is stipulated that the Purchaser/s has/ have to make any payment, in common with other Purchaser/s in the 'Said Project', the same shall be in proportion to the 'Carpet Area' of the 'Said Unit' to the total 'Carpet Area' of all the flats/ Units/ units in the 'Said Project'.
- h)** **ADVERTISEMENT/PROSPECTUS:** It is specifically understood and agreed by the Purchaser/s that the prospectus other advertising materials published by the Promoters from time to time in respect of the project contains various features such as furniture, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as an agreement between Promoters and Purchaser/s.
- i)** 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 to effectuate the provisions of this 'Agreement' or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- j)** Place of Execution: The execution of this 'Agreement' shall be complete only upon its execution by the: -
 - (a)** the 'Promoter' and/or its authorized signatory/ power of attorney holder
 - (b)** the Consenting Party through their power of attorney holder **and**
 - (c)** the Purchaser/s and/or his/her/their Power of Attorney Holder at the Promoter's Office or at some other place, which may be mutually agreed between the 'Promoter' and the Purchaser/s in Pune. After this 'Agreement' is duly executed by the Purchaser/s, the 'Promoter' and the Consenting Party or simultaneously with the execution, this 'Agreement' shall be registered at the office of the Sub-Registrar of Haveli, Pune. Hence this 'Agreement' shall be deemed to have been executed at Pune.
- k)** Dispute Resolution: Any dispute between the PARTIES shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Real Estate Regulatory Authority of Maharashtra as per the provisions of the 'RERA Act' and the Rules and Regulations made thereunder

REGISTRATION STAMP & NUMBERING

and/or other dispute resolution authorities available as per the then prevalent laws.

- 1) **JURISDICTION:** The laws of India shall govern This Agreement and Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents.
- m) **CHANGE IN CONSULTANTS:** The Promoters shall have every right to change and appoint any new consultant as per his discretion & choice.
- n) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in the law of the said premises or of the said plot and building or any part of thereof. The Purchaser shall have no claim save and except in respect of the premises. The remaining portion of plot, property, other unsold flats/car parking spaces, common areas, etc. shall be the property of the Promoter until the whole of the said plot and or any part thereof with building constructed thereon is transferred to the Association of Apartment Owners as mentioned herein.
- o) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of the agreement or any forbearance or giving of time to the Purchaser by the Promoter shall not be construed as a waiver or acquiescence on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser and shall not in any manner prejudice the rights of the Promoter.

!! SCHEDULE '1' "Part-i" !!

PROPOSED LAND PARCEL

All that piece and parcel of the land bearing **Survey No. 73/1, 72(parts)** situated at Vadgaon Budruk, all in the limits of the Pune Municipal Corporation having registration Sub-District Haveli, Taluka: Haveli, District Pune which is bounded as under:

[Referred to as the **"PROPOSED LAND PARCEL"**]

!! SCHEDULE '1' "Part-ii" !!

"SAID LAND"

All that piece and parcel of the land bearing **Survey No.73/1**, totally admeasuring about 0 hector 91 Ares, situated at Vadgaon Budruk in the limits of the Pune Municipal Corporation having registration Sub-District Haveli, Taluka: Haveli, District Pune which is bounded as under:

On or towards North: Arya Residency on Sr.No.72/8 part and 18-meter DP Road

REGISTRATION STAMP & NUMBERING

On or towards East: 18 Meter D. P. Road
On or towards West: Land owned by Dedke & Chakankar,
On or towards South: Land owned by Ganesh Developers,
[Referred to as the ' **SAID LAND**']

“SCHEDULE 2”

**Description of current sanctioned plan,
Commencement certificate & non-Agriculture**

Description of current sanctioned plan & Commencement certificate: -

In acceptance of the proposal filed by the Promoter, the Pune Municipal Corporation has permitted the sub division and sanctioned the layout plan with respect to the ‘the Said property’, and has obtained the sanction of the plot layout and the permission for construction of Residential + Commercial building/s of Wing-C having basement + Ground Floor +Podium Level Parking + Five residential cum Commercial Floors on the “said Land” , vide Commencement Certificate dated 06/09/2021, bearing No. CC/1535/21 issued by the Pune Municipal Corporation and Photocopies of same Annexed herewith as Schedule “9”.

Non-Agriculture: -

The ‘Promoter’ has procured non- agricultural permission for the ‘Said Land’ with Vide an ‘Order’ dated **23/09/2021** bearing No. RH/NA/SR/245/2021, issued by the Office of the Collector, Pune and Photocopies of same Annexed herewith as Schedule “9”.

!! SCHEDULE ‘3’!!
SCHEDULE OF “SAID UNIT”
(WING NO: ‘C’)

All that piece and parcel of Residential Premises comprised in Flat/ Unit/ Unit bearing No. ‘**xxx**’, 3BHK, admeasuring **81.52 Sq. Mtrs.** i.e., **877.5 Sq. Ft.** [Carpet Area] along with an exclusive enclosed balcony admeasuring **5.36** Square meters i.e. **57.6** Square feet, an exclusive dry balcony admeasuring **2.49** Square meters i.e.

REGISTRATION STAMP & NUMBERING

26.80 Square feet, appurtenant thereto, situated on the **xxxx** in “**Wing C**” “**Said Wing**”], along with **xx Covered Dependable Car Parking Space/s** will be allocated afterward in the project named as “**AQURA PRIDE**” [Referred to as the ‘**Said Project**’] being constructed/developed on part of the ‘The said land’, as mentioned in ‘Schedule 1’ hereinabove and more particularly delineated on the authenticated copies of the plans and specifications of the ‘Said Unit’ marked as “**Schedule 9**”

REGISTRATION STAMP & NUMBERING

SCHEDULE “4”
(DESCRIPTION OF PAYMENT SCHEDULE)

Payment Schedule for C-xxxxBHK			
Sr No.	Stages	Payment %	Amount
1	Booking		
2	Before Registration of "Agreement to Sale"	20.0%	
3	Excavation & Footing	5.0%	
4	First Parking Slab	5.0%	
5	Ground Floor (Plinth Certificate)	10.0%	
7	1st floor slab	5.0%	
8	3rd Floor slab	5.0%	
9	5th Floor Slab	5.0%	
10	7th Floor slab	5.0%	
11	9th Floor Slab	5.0%	
12	11th Floor Slab	5.0%	
13	13th Floor Slab	4.0%	
14	Walls & Internal Plaster	6.0%	
15	Flooring of said apartment	6.0%	
16	External Plumbing & plaster of said apartment	6.0%	
17	Electric fittings & Painting	6.0%	
18	At the time of handover & completion	2.0%	
Total	Total Amount	100.0%	
Stamp Duty 7% + GST 5% + Registration + Franking + legal			
Grand Total			

SCHEDULE “5”

SCHEDULE “5- PART-i”

SPECIFICATIONS

RCC:

1. Design as per earthquake resistance norms –
2. External and internal wall-150 mm (Autoclaved Aerated Concrete Blocks)

Flooring:

1. Flat-Vitrified tiles 2x4 for entire flat Terrace/Balcony-Ceramic/Vitrified tiles
Common passage - Vitrified tiles Staircase tappa - Tandoor/Kota.
2. Utility Ceramic/Vitrified

Fire Fighting:

1. Fire Fighting system with sprinkler and smoke detector in all rooms as approved by Fire Department of PMC

Electrical:

1. Basic Home Automation
2. Modular electrical switches with concealed copper wiring
3. TV point in living and master bedroom Video door phone and intercom facility
4. Provision for common dish antenna for individual building, Provision for AC point in living and both bedroom
5. Provision of broadband connectivity in living & master bedroom Provision for inverter point

Kitchen:

1. Granite Otta with stainless steel sink
2. Kitchen Dado Up-to-lintel level
3. Provision electrical and plumbing points for washing machine Dry Balcony

Wall finish:

1. Gypsum to Internal wall
2. Sand face plaster to external wall

Lift:

1. Automatic lift Kone/Otis/Schindler or equivalent make with DG backup

Water Source:

1. PMC (Civil Authority), borewell if water tankers (Chargeable)

Plumbing & Sanitation:

1. *Internal concealed CPVC plumbing with Jaguar/Grohe/equivalent make
2. Sanitary ware - Jaquar/Cera/Toto/equivalent make

Security:

1. Application based Gate Management System Digital Latching System to flat main door

Painting:

1. Internal walls finishing with Plastic Paint
2. External wall finish Apex weather-proof emulsion paint M.S. grill for windows with oil paint

REGISTRATION STAMP & NUMBERING

Doors & windows:

- 1. Doors-wooden/plywood door frame with laminated shutter and quality hardware
- 2. Aluminum/UPVC sliding door for balcony with mosquito net Flat-UFVC window with mosquito net
- 3. Toilet door Granite frame and wooden frame
- 4. with laminated shutter -Window granite frame with MS safety grills

Toilets:

- 1. Dado-Ceramic/Vitrified tiles up to lintel level Geyser Points in all bathrooms Flooring-Anti skid Exhaust fan Points in bathroom Aluminum/UPVC window
- 2. Provision for Glass partition for master bathroom

EXCLUSIVE & COMMON AMENITIES OF PHASE-I & PHASE-II

NOTE:

- 1. The developer reserves the right to change the place, type & size of any of the below-mentioned amenities as per the requirement of PMC norms & Developer’s requirement.
- 2. The developer has clarified and the purchaser agrees that few of the below-mentioned amenities are chargeable, and few are free to use.

SCHEDULE “5- PART-ii”

KIDS

Day-Care

In today’s world parents feel most secure when there is a day-care in the vicinity keeping that in mind, we have designed the best day-care for your kids

Educational Puzzle Park

A fun zone where toddlers can learn and grow in the most exciting and engaging way possible.

Kids Multi-station Park

Installed with safe and sturdy slides, see-saw, swings, and more, the little ones will always request for more playtime.

Tree House

A safe, secure place for kids to move around and play helps children spend more time outdoors

Kid’s Play Park

Spaces designed exclusively for your kids to move around freely and carefree.

Tricycle Park

Outdoors that are perfect for bicycle rides.

ADULTS

Co-Working Space

Work from home is the new normal. Here we provide the best connectivity & the freedom to work with utmost convenience

Sky Walk

Avoid congestion and enjoy efficient connectivity and convenience at rooftop that reflects our core philosophy i. e. smart living.

Barbeque Plaza

Have a delightful culinary journey and never run out of moments to celebrate.

Study Area

In today's world, we need quiet place where anyone can sit and read in peace. At Aqura Pride, we have study area to facilitate this peaceful study experience.

SENIOR CITIZENS

Tulsi Court

A dedicated and sacred space for Tulsi worship and rituals.

Meditation area with plantation

Enjoy scenic walks every day through efficiently laid-out pathways

Pergola with seating

Enjoy an evening stroll or relax in style in Pergolas that truly complements the landscape.

The Deck

Enjoy priceless moments of tranquillity with your loved ones at the deck offering picturesque views.

Temple

Our senior citizens are at the heart of Aqura so we have a place where our seniors can sit and pray. Enjoying some spiritual time off

Foot Reflexology pathway

Our carefully planned area has the best Acupuncture Pathway designed to help you de-stress in the best possible way Rejuvenate and relax

REGISTRATION STAMP & NUMBERING

The clubhouse is a recreation hub that can house small events or gatherings for the society as per the requirements of the society or residents. Aqura Pride has the most sought-after clubhouse area.

Grab a quick bite to eat on the way to work or while taking a stroll in the evening at our fun and exciting cafeteria

The best open-air venue which can be used for entertainment, performances or sport events organized by the society

Full size swimming pool for you and your family to relax & rejuvenate

For all our fitness enthusiasts we have the perfect place for you. With the latest equipment and the best view our gym is the place to look out for

Do what you love with a dedicated space just for you with our yoga and aerobics space.

Whether it is an early morning job or an evening one, a dedicated jogging space is something we all love, Stay fit with our jogging track

A boutique property featuring magnificent interiors, modern amenities, and an inviting ambiance.

A premium feature at Aqura Pride is Fireplace installation. It adds an extra touch of architectural vitality to a house, inside and out.

Enjoy scenic walks every day through efficiently laid-out pathways.

Strategically placed seating so one can de-stress and immerse in the quaint surroundings

Super easy connectivity and panoramic views at all times

REGISTRATION STAMP & NUMBERING

Guest Suits

These rooms are the place for all the residents of your society which are for their convenience and comfort in case of a function or party.

Solar Energy

Common Area of Society will have environment friendly sustainable solar energy.

Badminton Court

A fully-equipped badminton court with wooden/synthetic> flooring.

Pool Table

Fun and games are part of life so after a hard day’s work this pool area will help people in the society to relax and unwind on the Aqura Pride Premises

Piped Gas Pipeline

The provision for Gas Pipeline will be provided.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED HEREUNDER AT PUNE ON THE 17th DAY OF AUG 2023 AND FIRST HEREINABOVE WRITTEN.

Thumb Impression	Signatures	Photograph
AQURA BUILDER & DEVELOPER PRIVATE LIMITED Through its Director MR. ALANKAR DILJIT DIXIT ---PROMOTER / DEVELOPER		

REGISTRATION STAMP & NUMBERING

Thumb Impression	Signatures	Photograph
MR xxxx -----PURCHASER		

REGISTRATION STAMP & NUMBERING

In the presence of:

Signature: _____ Name: Mr Mahesh Badambe Address: #12, Vishnupriya Apt, Dattawadi, Sinhgad Rd Pune MH – 411030
Signature: _____ Name: Mr Sagar Pawar Address: 42/2 Erandwane, Kothrud Pune