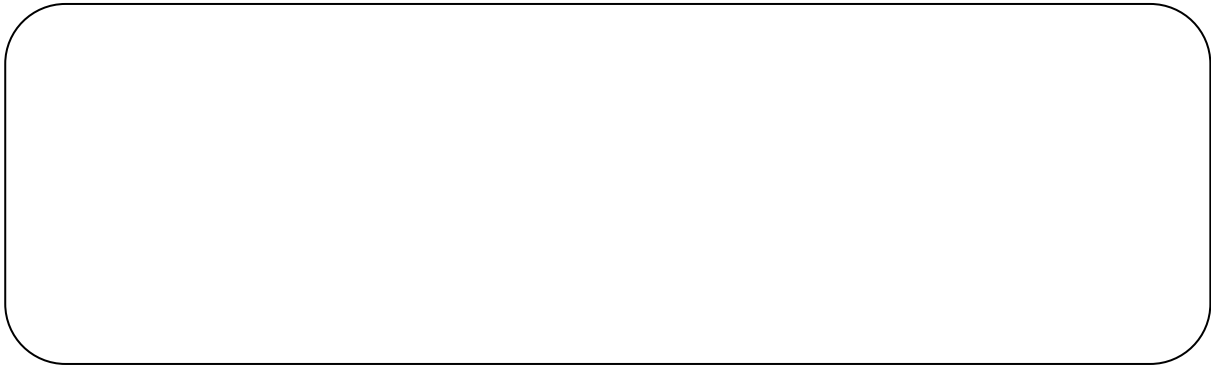




AGREEMENT OF SALE

THIS AGREEMENT OF SALE made at Pune on this ____th day of _____, 201__.

BETWEEN:

PRIDE BUILDERS LLP

(Previously known as Pride Builders Pvt. Ltd.)
A Limited Liability Partnership incorporated under the
Limited Liability Partnership Act, 2008 having office
at – 5th floor Pride House, 108/7, Ganesh Khind Road, Shivaji Nagar Pune 411016
PAN:AAPFP0869F
Through its partner -
Mr. Arvind Premchand Jain
Age 49 years, Occupation Business,
A/at 5th floor Pride House, 108/7, Ganesh Khind Road, Shivaji Nagar Pune
411016

Through his Power of Attorney holder
Mr. Suryakant Daji Dhanawade
Age 44 years, Occupation Service

AND/OR

MR. ANAND MAGANLAL JAIN

Age 35 years, Occupation Service,
residing at 903, Anand Tarang, S No 154/1/2/3, Charholi Khurd, Pune -
412105

Hereinafter referred to as **THE PROMOTER/OWNER**
[which expression shall, unless it be repugnant to the context or meaning thereof,
mean and include the said LLP, its partners for the time being constituting the LLP
its successors-in-title or the company or companies in which the said firm may be
merged or amalgamated] Party of the FIRST
PART

AND:

MAHAVEER CO-OPERATIVE HOUSING SOCIETY LTD., A Society registered
under the Maharashtra Co-operative Societies Act, 1960 under No.
PNA/PNA/(4)/HSC/(TO)/1159/2005-2006 dt. 21/07/2005, having its office at - 5th
floor Pride House, 108/7, Ganesh Khind Road, Shivaji Nagar Pune 411016,
Through its –

CHAIRMAN

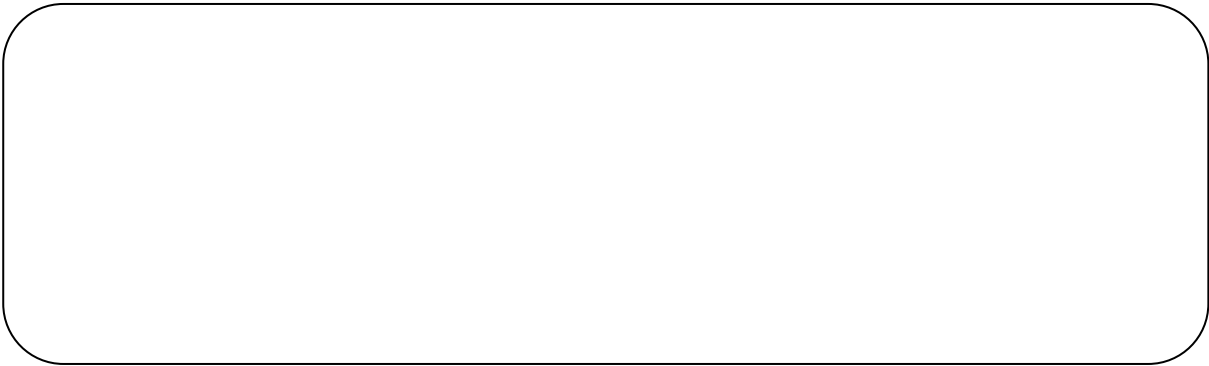
MR. ARVIND PREMCHAND JAIN
Age: 49, Occ: Business,
Address at: 5th floor Pride House, 108/7, Ganesh Khind Road, Shivaji Nagar Pune
411016,

Through his Power of Attorney holder
Mr. Suryakant Daji Dhanawade
Age 44 years, Occupation Service

AND/OR

MR. ANAND MAGANLAL JAIN

Age 35 years, Occupation Service,



residing at 903, Anand Tarang, S No 154/1/2/3, Charholi Khurd, Pune - 412105

Hereinafter referred to as **THE CONSENTING PARTY/PART OWNER**
[which expression unless repugnant to the context or meaning thereof shall mean and include its executors, administrators and assigns] Party of the **SECOND PART**

AND:

1) **MR./MRS**

Age:- _____ years,	Occupation:

Pan.	
No. _____	
Residing _____ at: _____	-

2) **MR./MRS**

Age:- _____ years,	Occupation:

Pan.	
No. _____	
Residing _____ at: _____	-

Hereinafter referred to as **THE PURCHASER/ ALLOTTEE**
[which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns] Party of the **THIRD PART**

WHEREAS

A] All that piece and parcel of land situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune and within the limits of Pimpri Chinchwad Municipal Corporation being Cluster-3 out of the sanctioned layout of land bearing S.No.129/1+2(part), 130/1+2A+2B+2C+3, 131/1(part), 141/2/2(part), 141/1, Mouje Charholi, Pune and more particularly described in para B of First Schedule hereunder is partly owned by the Promoter and partly owned by the Consenting Party herein and the same is subject matter of this Agreement. Portion bearing S. no. 129/1, 129/2, 130/1, 131/1, 141 and 141/2/2 is owned by Promoter and remaining portion bearing S. No. 130/2A, B, C, 130/3, is owned by the Consenting party herein.

B] By virtue of different Sale Deeds the respective erstwhile owners sold the lands or the portions thereof to Shri Pukhraj Babhutmal Jain and accordingly the name of Shri Pukhraj Jain was mutated in all the 7/12 records.

C] i. Shri Pukhraj Jain expired on 09.03.2003. He left behind him his son Jaideep and two married daughters Mrs. Raksha J. Shah and Shilpa P. Jain as his only legal heirs. The wife of Late Pukhraj Jain namely Mrs. Kanta Jain predeceased him in 1995.

ii. By Release Deed dated 28.04.2003 Mrs. Raksha J. Shah and Shilpa P. Jain released and relinquished their respective rights, title and interests in the said lands. The same is registered at the Office of the Sub – Registrar Haveli – 15 at Serial No.1228/03.

iii. By virtue of various Deeds of Confirmation the respective erstwhile Owners agreed and confirmed the sole and absolute ownership of Shri Jaideep Pukhraj Jain of the said properties.,

D] By virtue of various Development Agreements all registered at the Office of the Sub Registrars Haveli wherein Shri Jaideep Pukhraj Jain granted exclusive development rights of the said properties unto and in favour of Pride Builders Pvt. Ltd. Particulars thereof are as under –

Sr. No.	Survey No.	Area given for Development	Date of Development Agreement	Regi. No.
1.	123/1 and various other land	53 H 39 R	24/08/2004	6108/2004
2.	127/2 and various other land	33 H 74.16 R	05/07/2005	5208/2005
3.	131/1 and various other land	06 H 32 R	05/12/2005	4439/2005
4.	300 and various other land	18 H 41 R	12/12/2005	4604/2005

E] i. By virtue of Sale Deed dated 12.12.2005 Shri Jaideep Pukhraj Jain sold the property bearing S.Nos.129/1, 129/2, 130/1, 130/2, 130/3, 131/1, 141/1, 141/2/2, along with other lands to Mahaveer Co-op Housing Society Ltd., and the name of the society is mutated in 7/12 of the said lands vide mutation entry no.12300 dated 11.02.2006. The said Sale Deed dated 12/.12.2005 is registered at the Office of the Sub-Registrar Haveli-6 at Serial No.7640/2005 on 13.12.2005.

ii. By Sale Deed dated 12.12.2005, registered on 13.12.2005 at the Office of the Sub-Registrar Haveli-6 at Serial No.7640/2005 Shri Jaideep Pukhraj Jain sold the properties bearing S.Nos.130/2A,130/2B, 130/2C,130/3,131/1 and other lands to Mahaveer Co-op. Housing Society Ltd. The name of the society is mutated in 7/12 record of all the survey numbers. Vide the mutation entry no.12319 dated 08.03.2006 name of the Society is mutated in 7/12 record of S.Nos.130/2A,130/2B, 130/2C,130/3,131/1 and other lands. The said sale deed dated 12.12.2005 further followed by the correction deed dated 21/02/2014 registered at sr. no. 1168/2014.

iii. The said sale deeds are subject to and protecting the development rights of Pride Builders Pvt. Ltd. as per above stated various development agreements. By the said sale deeds Society Confirmed the said development agreements and rights of Pride Builders Pvt. Ltd. to develop the same. By the said sale deeds Society Also confirmed the possession of Pride Builders Pvt. Ltd.

F] By an Agreement of Easement Right dated 21.07.2007 Shri Jaideep Pukhraj Jain granted perpetual easement right of 20 ft. road from his own lands in favour of Pride Builders Pvt. Ltd. The said Agreement is registered at the office of the Sub Registrar Haveli 15 at Sr. No.5399/2007.

G] By Agreement of Assignment dated 21.02.2007 Pride Builders Pvt. Ltd. assigned development rights of 50% undivided share in respect of S.Nos.130/1, 131/1, 130/2A, 130/2B, 130/2C, 130/3, 129/1, 129/2(part), 141/1, 141/2/2 and other lands totally admeasuring 38 Hecter 88 Are i.e. 97.2 acres to Cielo Realty Pvt. Ltd. The said Agreement of Assignment is registered at the office of the Sub Registrar Haveli 15 at Sr. No.1306/2007. The assignment was to take place on payment of entire consideration being made to Pride Builders Pvt. Ltd.

By Cancellation Agreement dated 03/04/2014 registered at the Office of the Sub-Registrar Haveli 15 at Serial No.2370/2014, the aforesaid Agreement of Assignment was cancelled.

H] Pride Builders Pvt. Ltd. changed its constitution and converted in to LLP from 14/03/2013 and hence its name is changed to Pride Builders LLP, the promoter herein.

I] Thereafter the Mahaveer Co-op. Housing Society Ltd along with the consent of original owner i.e. Mr. Jaydeep Pukhraj Jain executed Transfer deed dated 31/03/2013 registered in the office of Sub registrar Haveli no. 12 at Sr. No. 6409/2013 on 29/07/2013, in favour of First Party herein, and accordingly exclusively transferred and alienated the portion of land out of the said entire Property in favour of First Party herein, and since then the First Party herein is the exclusive and absolute owner of the said portion i.e. s. no. 129/1, 129/2, 130/1 along with other land. Also the said Mahaveer Co-op. Housing Society Ltd has executed sale deeds in favour of First Party herein and transferred the remaining S No 131/1(part), 141/1, 141/2/2(part), and since then the First Party herein is the exclusive and absolute owner of the lands referred herein.

J] The Promoter prepared a layout of portion carved out of the said lands named Sector 4 which is duly sanctioned by the Pimpri Chinchwad Municipal Corporation vide no. BP/ layout / Charholi/ 7 / 2018 dated 27/03/2018 and the same is revised vide no. BP/ layout / Charholi/ 13 / 2020 dated 01/10/2020. The said Sector 4 area is described in para A of First Schedule hereunder given. The said Plot named Sector 4 & 5 out of sanctioned layout of S.No.129/1+2(part), 130/1+2A+2B+2C+3, 131/1(part), 141/1, 141/2/2(part), Mouje Charholi, Pune out of this Sector 4 admeasuring an area of 136832.45 Sq.mtrs. comprises of sets of buildings named Cluster-1, Cluster2, Cluster-3, Cluster-4, Cluster-5 and, Amenity Plot and area under reservation and out of the same portion named Cluster-3 more particularly described in para B of the First Schedule is the subject of the present scheme of which flat described in Schedule III is the subject of this agreement.

K] By virtue of the aforesaid Agreement and the deeds the Promoter alone has the sole and exclusive right to construct and allot/sell flats, units etc. in the said building/s to be constructed or being constructed on the said Land and to enter into agreement/s with the Purchaser/s of the flats and to receive the sale price thereof.

L] The Promoter decided to construct building/s on the said property and sell the flat, units therein on ownership basis. The Promoter thereafter prepared a building/s plan/s to be constructed on the said property which is approved and sanctioned by the P.C.M.C. under no. BP/ Charholi/ 38 / 2019 dated 31/08/2019 and the same has been further revised vide no. BP/Charholi/ 13 / 2020 dated 01/10/2020 and further revised vide no. BP/Charholi/ 19 / 2021 dated 16/14/2021. The Promoter has obtained permission for Non Agriculture use from Collectorate Pune.

AND WHEREAS a Regular Civil Suit bearing No- 1981/2016 in the Court of Hon'ble Civil Judge Junior Division Pune, filed by Shri Sakharam Madhu Chouduale through his legal heirs Sri Kantabai Prabhu Bhosale (Chougule) and others through their Power of attorney holder Shri Pravin Haribhau Kunjir against Shri Kailash Dadu Bhosale and others which is pending before the Hon'ble court and no adverse orders have been passed till date in the said suit. Further it has been declared by the Promoter herein that they undertake the responsibility of the same.

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

AND WHEREAS the Promoter has registered the said Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai, no P52100026529 dated 30/09/2020; authenticated copy is attached in Annexure 'F';

AND WHEREAS the Allottee is offered a Flat/Apartments/units bearing number _____ on the _____ floor, (herein after referred to as the said "Apartment") in the _____ Building called _____ (herein after referred to as the said "Building") being constructed in the said project, by the Promoter.

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects; and the Promoter has appointed a structural engineer for the preparation of the structural design and drawings of the said project/buildings, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said project.

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

AND WHEREAS by virtue of the various Development Agreement/Power of Attorney, Agreements, sale deed, Conveyance deed etc the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS copies of the plans of the Layout as approved by the Pimpri Chinchwad Municipal Corporation herein after referred as "P.C.M.C" along with Commencement certificate have been annexed hereto and marked as Annexure C-1.

AND WHEREAS copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are

proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2,

AND WHEREAS the copy of the proposed layout plan and the proposed building/phase/wing plan showing development as disclosed by the developer have been annexed hereto and marked as Annexure C2A.

AND WHEREAS the clear block plan showing the project (phase/wing) which is to be constructed and to be sold and the said unit which is intended to be bought by the allottee is in this said project (phase/wing) which is clearly demarcated and marked and which is for the purposes of this agreement in the project in which the unit stated and the allottee intends to purchase and the same is marked as Annexure C3. The dimensions shown on the plan is as per sanction which is before internal Plaster.

AND WHEREAS copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/Purchaser, as sanctioned and approved by the P.C.M.C have been annexed and marked as Annexure D

AND WHEREAS the Promoter has got all the approvals from the P.C.M.C to the plans, the specifications, elevations, sections and of the said building/s and has also obtained certain approvals from various authorities from time to time.

AND WHEREAS the allottee has agreed to purchase the said unit based on going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abide by the allottee strictly.

AND WHEREAS the Allottee has applied for apartment in the said project vide Booking application no. _____ dated _____ for apartment no. _____ having carpet area of _____ sq.mtr, type _____ and exclusive terrace area admeasuring _____ sq.mtr and balcony area admeasuring _____ sq.mtr on _____ floor in (tower/block/building) no _____ ("Building") being constructed in the said project, which are more particularly described in Schedule III and the floor plan of the Flat/Apartments/units is annexed hereto and marked as Annexure C3):

AND WHEREAS "carpet area" as per RERA means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/Apartments/unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/Apartments/unit for exclusive use of the Allottee/Purchaser, but includes the area covered by the internal partition walls of the Flat/Apartments/unit.

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS the Allottee/Purchaser has independently made himself aware about the specifications provided by the promoter and he/she/they is/are aware of the limitations, usage policies, warranties & Guarantees and maintenance of the installed items, fixtures and fittings of the same and have been annexed and marked as Annexure E.

AND WHEREAS the Allottee/Purchaser has been shown the conditions of contracts with the vendors/contractors/manufacturers and workmanship and quality standards of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same the Allottee/Purchaser

has now agreed to the same as conditions mentioned in these contracts and that the Allottee/Purchaser agrees to abide by the same failure of which shall absolve the promoter to that extent.

AND WHEREAS, prior to the execution of these presents the Allottee/Purchaser has paid to the Promoter a sum of Rs. _____/- (Rupees _____ only), being part payment of the sale consideration of the Flat/Apartments/unit agreed to be sold by the Promoter to the Allottee/Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge subject to realization) and the Allottee/Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

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

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

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

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

AND WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS that the Allottee/Purchaser has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER –

1. The PROMOTER shall construct the said building/s consisting of basement and podium, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the P.C.M.C from time to time.

2. CONSIDERATION/PRICE OF THE SAID FLAT/APARTMENT/UNIT

2.a (i) THE ALLOTTEE/PURCHASER hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser Flat/Apartment/Unit No. _____ of the type _____ of carpet area admeasuring _____ sq. mtr and exclusive terrace area _____ sq.mtrs

and balconies area admeasuring _____ sq. mtr, sit out area _____ sq.mtrs on _____ floor, in the building _____ (hereinafter referred to as "the Flat/Apartment/Unit") as shown in the Floor plan thereof hereto annexed and marked Annexure C3 for the total consideration of Rs. _____/,-, **(tag for car park)** including the legal charges and the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the annexed E herewith. The area under the balconies mentioned herein above shall include all the types of balconies such as enclosed balcony, dry balcony, attached balcony, etc. of the said flat/apartment. The area under the terraces mentioned herein above shall include all the types of terraces such as attached terrace, dry terrace, etc. of the said flat/apartment other than the top terrace (if any).

(ii) The ALLOTTEE/PURCHASER has requested to the PROMOTER and the Promoter hereby agreed based on the request of the ALLOTTEE/PURCHASER to allot one covered parking (**tag for car park**) situated at Basement/Stilt floor being constructed in the layout. The Developer / Promoter is also authorized by the Allottee/Purchaser, to make similar arrangement with the other Flat / Unit holders / residents / occupiers also. Further, the Developer / Promoter have expressly and clearly made the fact known to the Allottee/Purchaser herein, that the ultimate organization of the flat purchasers / Association of Apartment Owners shall be entitled and authorized to change / alter / revise the arrangement for the open parking spaces and the decision taken by such ultimate organization shall be binding upon the Allottee/Purchaser. The Allottee/Purchaser hereby agrees for this arrangement and do hereby agree to indemnify and to kept indemnified the Owner / Developer from any compensation / suits / legal consequences in future arising out of the same.

2(b) The ALLOTTEE/PURCHASER hereby agrees to pay to that Promoter the total consideration amount of Rs _____/- (Rupees _____ Only) in the manner as mentioned in the **Annexure "G"**.

The PROMOTER herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the ALLOTTEE/PURCHASER and the ALLOTTEE/PURCHASER shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation. The ALLOTTEE/PURCHASER herein specifically agrees that he/she/they shall pay the aforesaid amount along with the service tax, VAT, GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2(c) The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the PURCHASER to the PROMOTER. The PURCHASER/S shall only have a money claim simplicitor on the PROMOTER for refund of all such amounts due to the PURCHASER/S from the PROMOTER.

"The PURCHASER/S understands and confirms that there is levy of Goods and Services Tax Act, 2017 on the agreement and the tax shall be charged and recovered at the applicable rates from him by the PROMOTER.. Vide the notification dated 29/03/2019 the earlier rate has been amended and for the construction services fallen under Service Heading 9954 new rates have been prescribed which shall be effective from 01/04/2019. Simply Put, GST shall be chargeable as applicable and as per the prevailing law and without input tax credit. The PURCHASER/S also confirms that he shall be liable for all indirect tax levies including but not restricted to Goods and Services Tax Act, 2017 that shall arise on account or incidental to such agreement. The PURCHASER shall be liable to

make the payment to the PROMOTER before or after taking the possession of the said Unit as and when such taxes, duties etc. become due. If any of such taxes, duties, etc. shall have already been paid by the PROMOTER, the PURCHASER/S shall be liable to reimburse the same together with interest accrued thereon to the PROMOTER and the PURCHASER hereby agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the PROMOTER as a result of non-payment by the PURCHASER/s of any such taxes, duties etc”

The ALLOTTEE / PURCHASER herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on ALLOTTEE / PURCHASER if consideration payable by the ALLOTTEE/ PURCHASER to the PROMOTER is more than Fifty Lakh, then at the time of credit of such sum to the account of PROMOTER or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an applicable amount of such sum as income tax thereon and accordingly ,within 15 days from the end of month in which deduction is made should produce original Challan- cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income.

2(d) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the P.C.M.C /Government from time to time. The PROMOTER undertakes and agrees that while raising a demand on the ALLOTTEE/PURCHASER for increase in development charges, cost, or levies imposed by the competent authorities etc., the PROMOTER shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the ALLOTTEE/PURCHASER, which shall only be applicable on subsequent payments. The promoter may charge the ALLOTTEE/PURCHASER separately for any upgradation/changes specifically requested approved by the ALLOTTEE/PURCHASER in fittings, fixtures and specifications and any other facilities which have been done on the ALLOTTEE/PURCHASERS request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2(e) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the PROMOTER for such advance payments made by the ALLOTTEE/PURCHASER or by housing finance companies/bank etc on behalf of ALLOTTEE/PURCHASER.

Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts. The PURCHASER/ALLOTTEE also authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the PROMOTER may in its sole discretion deem fit.

3. MODE OF PAYMENT

Subject to the terms of this agreement and the PROMOTER fulfilling all the proportionate construction milestones, the ALLOTTEE/PURCHASER shall make all payments, on demand by the PROMOTER, within the stipulated time as mentioned in the Payment Plan/Schedule, as attached in Annexure- G through A/c Payee Cheque/demand draft or online payment (as applicable) in favour of Pride Builders LLP payable at Pune, A/c No. **5311572001, Kotak Mahindra Bank, Pune.**

4. THE PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT:

The PURCHASER has agreed to pay consideration of the said Unit to the PROMOTER within the time stipulated mentioned herein. The payment of consideration in time is the essence of this agreement. Should the payment not be made by the PURCHASER/S in the time stipulated in the agreement, it shall amount to breach of an essential condition of this agreement and the PROMOTER herein shall be entitled to take such action as they entitled to take in case of breach of any condition of this agreement including to termination of the agreement.

5. MEASUREMENT OF THE CARPET AREA OF THE SAID FLAT/APARTMENT/UNIT

The PROMOTER shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The PROMOTER shall recalculate the total price payable for the carpet area upon confirmation. If there is any reduction in the carpet area beyond the defined limit then PROMOTER shall be liable to refund the excess money paid by ALLOTTEE/PURCHASER within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE/PURCHASER. If there is any increase in the carpet area allotted to ALLOTTEE/PURCHASER, the PROMOTER shall demand additional amount from the ALLOTTEE/PURCHASER as per the next milestone of the payment plan, as attached in Annexure G. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2(a) of this Agreement.

6. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

7. INTEREST ON UNPAID DUE AMOUNT

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

The ALLOTTEE agrees to pay to the PROMOTER, interest as specified in the Rules of Real Estate Regulation Act, 2016 on the maintenance and statutory taxes due and interest at the rate of 21% per annum on amount of Goods and services Act, 2017, applicable thereon, on all the delayed payment which become

due and payable by the ALLOTTEE to the PROMOTER under the terms of this Agreement.

Without prejudice to the other rights of the PROMOTER hereunder, the PROMOTER shall in respect of any amounts remaining unpaid by the PURCHASER/s under this Agreement, have a first charge/ lien on the UNIT and the PURCHASER/S shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the PURCHASER/s under this Agreement, to the PROMOTER. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the PROMOTER.

8. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANNING AUTHORITY

The PROMOTER hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been or will be imposed by the P.C.M.C /state and/or central government including environment department at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the UNIT to the Allottee/Purchaser, obtain from the P.C.M.C occupancy and/or completion certificates in respect of the UNIT.

The PROMOTER shall before handing over possession of the said UNIT to the ALLOTTEE/PURCHASER/s herein, obtain from the concerned planning/ P.C.M.C /development controlling authority occupation and/or completion certificate in respect of the said UNIT Notwithstanding anything to the contrary contained herein, the ALLOTTEE/PURCHASER shall not be entitled to claim possession of the said UNIT until the occupation certificate is received from the P.C.M.C and the ALLOTTEE/PURCHASER has paid all dues payable under this agreement in respect of the said UNIT to the PROMOTER and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement to the PROMOTER.

However for the purpose of defect liability towards the PROMOTER, the date shall be calculated from the date of handing over possession to the ALLOTTEE/PURCHASER or from the date of Occupation certificate of the said unit whichever is early and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. It is agreed that any damage or change done with the unit sold or in the building/phase/wing done by PURCHASER/s or by any third person on and behalf of the ALLOTTEE/PURCHASER then the PROMOTER stands absolved of any and all defect liability..

Time is essence for the PROMOTER as well as the ALLOTTEE/PURCHASER. The Promoter shall abide by the time schedule for completing the project and handing over the UNIT to the ALLOTTEE/PURCHASER and the common areas to the ASSOCIATION after receiving the occupancy certificate or the Occupation certificate or both, as the case may be. Similarly, the ALLOTTEE/PURCHASER shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement as provided in clause 2 (b) herein above. ("Payment Plan").

If the PROMOTER fails to abide by the time schedule for completing the project and handing over the UNIT to the ALLOTTEE/PURCHASER, the PROMOTER shall be liable to pay to the ALLOTTEE/PURCHASER, given that he does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession. The ALLOTTEE/PURCHASER agrees to pay to

the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the ALLOTTEE/PURCHASER to the PROMOTER under the terms of this Agreement from the date the said amount is payable by the ALLOTTEE/PURCHASER(s) to the PROMOTER.

9. DISCLOSER AS TO FLOOR SPACE INDEX

The PROMOTER hereby declares that the Floor Space Index available as on the date of the agreement in respect of the PROJECT is 43594.21 sq mtr only and Promoter has planned to utilize basic FSI and also by availing of TDR, FSI available on payment of premiums and FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the PROJECT. The PROMOTER has disclosed the FSI of 62226.01 sq. mtr. as proposed to be utilized by him in the PROJECT and ALLOTTEE/PURCHASER has agreed to purchase the said UNIT on the understanding that the declared proposed FSI shall belong exclusively to the PROMOTER.

The PROMOTER states that in the layout which is Annexed as Annexure C1, one Meditation Hall would be developed by the PROMOTER herein in the open space, and it has been declared and clarified that the said Meditation Hall shall always be owned by the Promoter herein, the Society/Purchaser shall not have ownership of the same but it would be open to all the members and unit holders residing in Pride World City..

The ALLOTTEE/PURCHASER agrees not to cause any obstruction or impediment in the utilization of any incremental FSI, any amalgamation or subdivision of the plot area, or creation of internal driveways etc that may arise on the PROJECT land. The PROMOTER shall be entitled to receive compensation should such impediment be raised by the ALLOTTEE/PURCHASER.

Amenity Plot in the layout admeasuring 4114.84 SQ. MTR area is out of S. No. 129/2 which is owned by PROMOTER. Amenity Plot in the layout is and shall be retained by the PROMOTER and shall solely belong to the PROMOTER who shall be entitled to enter, develop and transfer the same or to deal with the same at his discretion. The PROMOTER shall be entitled to develop the said area admeasuring 4114.84 sq. mtr and remain exclusive owner thereof and deal with the same at its discretion. The PURCHASER or Society/ASSOCIATION shall not be entitled to claim any interest therein. The potential holders of the Amenity Plot shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the PROMOTER at its discretion.

As stated above the larger land named Sector 4 described in para A of First schedule consists of set of buildings and separate portions of the land allocated to each set named Cluster-1, Cluster-2, Cluster-3, Cluster-4, Cluster-5 and Amenity Plot as is shown in the plan annexed hereto. There are common area and facilities common among the said Cluster-1,2,3,4,5 "which are described in para B of Second Schedule hereunder given and the same are to be managed and maintained by the said societies and members by forming an APEX BODY. Each SOCIETY/ASSOCIATION shall collect maintenance charges thereof from its members / flat holders and give the same to the Apex body/ organization regularly. The nature of the APEX BODY shall be decided by the PROMOTER at its discretion and the same may be a private trust or service society or any other organization. The PROMOTER at its discretion shall decide by-laws and rules of the said APEX BODY. The Promoter may at its discretion and option decide to form a Society separately of each building/wing or jointly of all the buildings/wings

in the said property. In the event of separate or more than one Society being formed, the Promoter may decide to form a separate organization/federation of such societies for the management of the common areas and facilities common between the Societies. The decision taken by the Promoter shall be final and binding on the Flat Purchaser/s and Societies.

On completion of entire development of entire land described in Para A of First Schedule hereunder the buildings/structure therein shall be by using FSI as well as TDR distributed among Cluster-1, Cluster-2, Cluster-3, Cluster-4, Cluster-5 and which distribution may not be as per the land areas allocated for each of them. As and when any one or more of them shall desire to redevelop their respective property in future it shall be entitled to the same FSI/TDR used in its respective portion and none shall be entitle to affect interest of the others. In the sale deeds a suitable arrangement shall be made for the said redevelopment as will be decided by the promoter at its discretion.

Notwithstanding anything contained anywhere in this agreement, the ALLOTTEE/PURCHASER hereby declares, confirms and agrees that:

- a. The PURCHASER hereby gives his consent to the PROMOTER and the promoter has reserved all its rights to use, utilize and consume the floor area ratio / floor space index (FAR/FSI) TDR, originating from the physical area of the project land and/ or the said plot either as floating floor space index / TDR or otherwise, so also to use the same in a manner and at a location either in a phased manner or otherwise, as may be exclusively decided by the promoter. The residual FAR (FSI) in the plot of the layout not consumed will be available to the PROMOTERS only.
- b. If the permitted Floor Space Index or density not consumed in the buildings being put-up and / or at any time further construction on the said plot on the higher floor is allowed, the purchaser/s hereby allows the Promoters/Owners to put additional storeys and / or consume the balance Floor Space Index in any manner the PROMOTERS/OWNERS may deem fit either on this property and /or any other land of the PROMOTERS/OWNERS, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.
- c. The residual F.A.R. (F.S.I) of the said land not consumed will be available to the PROMOTER only. Similarly the PROMOTER shall be entitled to consume T.D.R. upon the said land as deemed fit by the PROMOTER and the PURCHASER shall not object to the same in any manner..
- d. The PROMOTERS alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for Community Centre, D.P. Road/s, School, Playground etc.

The PROMOTER shall also without any let, hindrance or objection on any account from the PURCHASER, be entitled to avail and utilize anywhere on the said land or in/upon the existing building/s by construction of additional floors thereon and/or proposed building/s the present or future available F.S.I/T.D.R. which they may be acquired & obtained., but it shall not affect apartment of the PURCHASER.

The PROMOTERS shall always have right and the PURCHASER also gives his consent to the PROMOTER to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots. The PROMOTER shall be entitled to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize

and consume the FAR/FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be, without affecting the unit ,building or amenity space which has been agreed and registered with RERA.

The PROMOTER alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building/road that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation.

Further, the PURCHASER/S has/have been informed and acknowledge(s) that the FSI proposed to be consumed in the Phase may not be proportionate to the area of the Project Land on which it is being constructed in proportion to the total area of the said Property taking into account the FSI to be utilized for all buildings to be constructed thereon. The PROMOTER in his sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Project Land as it thinks fit and the purchasers of the apartment(s)/flat(s)/premise(s)/unit(s) in such buildings (including the Purchaser/s) are agreeable to this and shall not dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Project Land.

The PROMOTERS have intimated the PURCHASERS that the project may at the PROMOTERS discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time and thereupon duly implemented accordingly. The same proposed plans will upload / has been uploaded on MAHA-RERA web site. Accordingly PROMOTER with intention to develop said buildings and has prepared tentative plans for the same. The PURCHASER/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development of the said buildings and shall indemnify and keep harmless the PROMOTERS from and against any loss or damage suffered by the PROMOTERS as a consequence of the PROMOTERS being denied or deprived of such lawful and legitimate rights.

10. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE.

The PROMOTER has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The PROMOTER has also disclosed to the ALLOTTEE/PURCHASER/S nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the ALLOTTEE/PURCHASER/s, as required by the law. The ALLOTTEE/PURCHASER/S having acquainted himself/herself /themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

11. SPECIFICATIONS AND AMENITIES:-

The specifications of the UNIT to be provided by the PROMOTER in the PROJECT the said UNIT are those that are set out in Annexure D hereto. Common amenities for the entire project are stated in the Annexure E annexed

hereto. In the PROJECT multi storied high-rise buildings/wings are under construction and to maintain the stability of the buildings/wings and internal structure, it is specifically informed by the consultant to not allow any internal change. As per our policy, there shall be no customization permitted inside the said UNIT. Changes such as civil, electrical, plumbing etc. shall not be allowed.

12. COMPLIANCE OF LAWS RELATING TO REMITTANCES

12.1 The ALLOTTEE/PURCHASER, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 provide the PROMOTER with such permission, approvals which would enable the PROMOTER to full fill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE/PURCHASER understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

13 TERMINATION OF AGREEMENT

13.1 Without prejudice to the right of promoter to charge interest in terms of sub clause 7 above, on the ALLOTTEE/PURCHASER committing default in payment on due date of any amount due and payable by the ALLOTTEE/PURCHASER to the PROMOTER under this Agreement (including his/her proportionate share of taxes levied by P.C.M.C and other outgoings) and on the ALLOTTEE/PURCHASER committing default of payment of installments and any other dues as per this agreement, the PROMOTER shall at his own option, may terminate this Agreement:

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

13.3 Provided further that upon termination of this Agreement as aforesaid, the PROMOTER shall refund to the ALLOTTEE/PURCHASER (subject to adjustment and recovery of any agreed liquidated damages to be calculated @10% of total consideration and any other amount which may be payable to Promoter) without interest and excluding payment made by the purchaser towards taxes, etc within a period of thirty days from the date of termination, the installments of sale consideration of the UNIT which may till then have been paid by the ALLOTTEE/PURCHASER to the PROMOTER and the PROMOTER herein shall be entitled to deal with the said UNIT with any prospective buyer. Leniency in issuance of any reminder/s or notices from the PROMOTER shall not be considered as waiver of PROMOTER's absolute right to terminate this agreement.

13.4 For whatsoever reason if the ALLOTTEE/PURCHASER/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Flat/Apartment/Unit then

13.5 ALLOTTEE/PURCHASER shall issue a prior written notice to the PROMOTER as to the intention of the ALLOTTEE/PURCHASER/S and on such receipt of notice the PROMOTER herein shall be entitled to deal with the said UNIT with prospective buyers. After receipt of such notice of intention to terminate this agreement the PROMOTER shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the PURCHASER/s shall be entitled to receive the refund of consideration without any interest on the paid amount and subject to deduction of liquidated damages to be calculated @10% of total consideration, and subject to all other terms of this agreement.

13.6 It is specifically agreed between the parties hereto that, if the transaction in respect of the said UNIT between the PROMOTER and Allottee/Purchaser/s herein terminated as stated in sub para 13.1 and 13.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the PROMOTER and ALLOTTEE/PURCHASER/S herein, in respect of the said UNIT, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

14. TYPE OF CONSTRUCTION & THE FIXTURES & FITTINGS

It has been mentioned and declared by the Promoter herein that the present project will be constructed as RCC work in Aluminium formwork system, i.e. Aluform shuttering system, hence the wall shifting and structural changes shall not be permissible in the said buildings and units thereon.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the UNIT as are set out in Annexure 'D', annexed hereto.

15. POSSESSION OF THE UNIT

15.1 The PROMOTER agrees and understands that timely delivery of possession of the UNIT is the essence of the Agreement. Subject to receipt of full consideration/total price and dues including interest, of the PROMOTER and taxes thereon are paid by the ALLOTTEE/PURCHASER/S in respect of the said UNIT, in terms of these presents. The PROMOTER, based on the approved plans and specifications, assures to hand over possession of the said Flat/Apartment/Unit on 30/09/2023, tag ? along with the grace period of 6 months over and above the date mentioned herein.

15.2 Provided that the PROMOTER shall be entitled to reasonable extension of time as agreed by and between the ALLOTTEE/PURCHASER and the PROMOTER for giving possession of the UNIT on the aforesaid date, and the

same shall not include the period of extension given by the Authority for registration. Further, if the completion of building in which the Flat/Apartment/Unit is to be situated is delayed on account of-

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

(II) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc or due to such circumstances as may be decided by the Authority.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEE/PURCHASER agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Flat/Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that In the event it becomes impossible for the PROMOTER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the PROMOTER shall refund without any interest to the ALLOTTEE/PURCHASER the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the ALLOTTEE/PURCHASER, ALLOTTEE/PURCHASER agrees that he/she shall not have any rights, claims etc. against the PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

15.3 Schedule for possession of the Common amenities:-

The construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The PROMOTER, undertakes to hand over possession of the said common amenities on 30/09/2024. The ALLOTTEE/PURCHASER/S herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said UNIT on the ground of non-completion of aforesaid common amenities.

The Allottee/Purchasers further agree that even where 'substantial completion' of works has been done, meaning that they will be able to occupy and use the UNIT, and after receiving OC from the competent authority possession of the said unit shall be given.

If the PROMOTER is not allowed by the ALLOTTEE/PURCHASER or any person on his behalf to complete the remaining portion of the works it shall be accepted by and between the parties that the remaining works shall be deemed to have been done

15.4 Procedure for taking possession - The PROMOTER, upon obtaining the occupancy certificate from the competent authority and the complete payment made by the ALLOTTEE/PURCHASER shall offer in writing the possession of the UNIT, to the ALLOTTEE/PURCHASER to be taken within 15 (FIFTEEN DAYS) from the date of issue of such notice and the PROMOTER shall give possession of the UNIT to the ALLOTTEE/PURCHASER. The ALLOTTEE/PURCHASER agree(s) to pay the maintenance charges as determined by the PROMOTER or ASSOCIATION, as the case may be. The PROMOTER shall offer the possession to the ALLOTTEE/PURCHASER in writing within 7 days of receiving the occupancy certificate of the PROJECT.

15.5 It is expressly agreed that wherever it is the responsibility of the ALLOTTEE/PURCHASER to apply and get necessary services and the same shall not be undertaken by the PROMOTER and the ALLOTTEE/PURCHASER shall be solely responsible for the same.

16 Failure of ALLOTTEE/PURCHASER to take Possession of UNIT: Upon receiving a written intimation from the Promoter as per clause 15.1 the ALLOTTEE/PURCHASER shall take possession of the UNIT from the PROMOTER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the PROMOTER shall give possession of the UNIT to the ALLOTTEE/PURCHASER. In case the ALLOTTEE/PURCHASER fails to take possession within the time provided in clause 15.1 such ALLOTTEE/PURCHASER shall continue to be liable to pay maintenance charges along with the interest @ 18%, as applicable, immediately after obtaining the occupancy certificate and handing over physical possession of the said UNIT to the ALLOTTEE/PURCHASER/S whichever is earlier. It shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, including common areas, to the association of the ALLOTTEE/PURCHASER/S or the competent authority, as the case may be, as per the local laws.

17. Compensation –

17.1 The ALLOTTEE/PURCHASER has given his specific confirmation herein that the responsibility of title of the said entire land will be on the PROMOTER up to and until the conveyance of the said PROJECT and the said land thereunder.

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

Provided that, if the ALLOTTEE/PURCHASER does not intend to withdraw and has paid all his dues in a timely fashion, the PROMOTER shall pay the ALLOTTEE/PURCHASER interest as per State Bank of India highest Marginal cost of Lending Rate plus 2% on all the amounts paid by the ALLOTTEE/PURCHASER, for every month of delay, till the handing over of the possession of the UNIT.

18. DEFECT LIABILITY

18.1 If within a period of five years from the date of handing over the UNIT to the ALLOTTEE/PURCHASER, the ALLOTTEE/PURCHASER brings to the notice of the PROMOTER any structural defect in the UNIT or the building in which the UNIT is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the PROMOTER at his own cost and in case it is not possible to rectify such defects, then the ALLOTTEE/PURCHASER shall be entitled to receive from the PROMOTER, compensation for such defect in the manner as provided under the Act.

18.2 The ALLOTTEE/PURCHASER/S shall not carry out any alterations in the UNIT specifically those altering the structure of the said UNIT or building, which shall include but not limited to columns, beams etc. or in the fitting therein, in particular it is hereby agreed that the ALLOTTEE/S shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration any part of the UNIT or PROJECT, which may result in seepage of the water. If any of such works are carried out without the written consent of the PROMOTER the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the PROMOTER, and shall not mean defect/s caused by normal wear and tear or by negligent use of UNIT by the Occupants of whatsoever nature and any wall cracks / plaster cracks / paint color fade / tile color fade etc.

18.3 It's the responsibility of the ALLOTTEE/PURCHASER to maintain his unit in a proper manner and take all due care need including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Solar Heating System, Sewage Treatment Plant, Organic Waste Converter, Sanitary Fittings and C.P. Fittings to be provided by the PROMOTER in the PROJECT and/or in the said Unit, the PROMOTER'S liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the ASSOCIATION formed of the purchasers of Flats/ Units in the said Project.

18.4 The PROJECT as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors / manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. Further the Warranty / guaranty of brands items/good/systems provided by PROMOTER will be claimed by ALLOTTEE/PURCHASER from the respective brand owner, and PROMOTER shall not be held responsible for the same.

18.5 The ALLOTTEE/PURCHASER acknowledges that the regular wear and tear of the UNIT and building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

18.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the ALLOTTEE/PURCHASER, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the UNIT and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

19. The ALLOTTEE/PURCHASER shall use the UNIT or any part thereof or permit the same to be used only for purpose of *residence He shall use the parking space only for purpose of keeping or parking vehicle.

20. FORMATION OF SOCIETY/ ASSOCIATION OF UNIT HOLDERS

20.1 Considering the Promoter herein is carrying on the construction/development on the said entire land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, there will be one or more association of Allottee/Purchasers/Co-operative Societies and/or Apex Society or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the Flat/Apartment/Unit holders in the said project which is under construction on the said entire land.

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

20.3 The Promoter shall upon completion of entire project, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Flat/Apartment/Unit is situated.

20.4 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

21. CONVEYANCE OF THE SAID FLAT/APARTMENT/UNIT :-

The Promoter, on receipt of complete amount of the Price of the said Flat/Apartment/Unit under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the said land not later than year 2029 and with proportionate individual share in the Common Areas on dt. 01/04/2029 to the society as may be formed all the right, title and interest of the promoter/original owner of the said land i.e. said project referred in First Schedule Part B. However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee/Purchaser.

It is hereby specifically made clear and agreed that the said Conveyance Deed will be only of structures of the building excluding podiums (if any) as per the provisions of the Real Estate Regulatory Act, 2016 and especially the form of the agreement stipulated therein. Accordingly, for each building in the said project separate society will be formed and structure of building/s in the said phase will be conveyed to the respective society and Federation / apex body of all the societies will be formed and entire land excluding amenity space but including all common area and facilities such as open spaces, club house, internal roads, transformer,

STP, underground water tank etc. will be conveyed to the said federation or apex body. In case any impediment or additional cost entails on sale of the land to the apex body or for any other reason then by supplementary deed of sale (as a supplement to the sale deed for all the respective Phases) of notional land in entire project will be conveyed to each of such societies as stamp duty is paid for entire flat i.e. structure plus land. The said notional land area will be calculated in proportion to built-up area of the building/s in each phase to the total built-up area in all the phases. In the above event apex body or service society will be formed of all the societies only for the purpose of maintenance of the common area and facilities of which all the allottees of all the apartments in all the phases will be beneficiaries and all the terms and conditions regarding the same as contained in this agreement shall remain applicable.

The promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities and services in the layout and to construct any additional structures thereon by consuming the balance FSI and balance Transfer of Development Right, FSI and balance additional FSI relating to the said layout land and any future increases in FSI and the Transfer of Development Rights, FSI and additional FSI therein due to change in the law or the policies of the Government or local authority. Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.

22. PAYMENT OF TAXES, CESSES, OUTGOING ETC :-

22.1 If at any time, after execution of this agreement, the GST etc is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the central or the State Government or by the P.C.M.C or by any revenue or other authority, on the said Flat/Apartment/Unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/Purchaser/s. The Allottee/Purchaser/s hereby always indemnified the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee/Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

22.2 Within 15 days after notice in writing is given by the Promoter to the Allottee/Purchaser that the Flat/Apartment/Unit is ready for use and occupancy, the Allottee/Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Apartment/Unit) of outgoings in respect of the project land and Building/s and/or such other levies by the P.C.M.C and/or any Government authority namely local taxes, betterment charges, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Allottee/Purchaser further agrees that till the Allottee/Purchaser's share is so determined the Allottee/Purchaser shall pay to the Promoter a interest free deposit of Rs. _____/-. The amount paid herein is not a charge or maintenance amount of the proposed society/Limited company but an amount paid as a deposit towards the maintenance of the ultimate body. The allottee/purchaser has also authorized the Promoter to appoint an agency/company to manage the maintenance of the project land and Building/s and make payments to them on monthly basis from the interest free deposit paid to the Promoter. The allottee/purchaser also gives an irrevocable authority to the Promoter to discuss,

negotiate and make payments from their deposit to the appointed person/agency/company by the Promoter for payment of all expenditures for maintenance/repair/improvement of the common areas and facilities thereof. The present monthly contribution shall be Rs. _____ + GST(or any such taxes applicable) from the date of possession or upon the expiry of 15 days from the date of intimation of Possession, towards the outgoings as mentioned above. The amounts so paid by the Allottee/Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the said structure of the project land and building/s or wings is executed in favour of the society as aforesaid. On such conveyance being executed the balance deposits (after deducting the monthly contribution paid by the Promoter on behalf of the Allottee/Purchaser for which the services has been provided by the agency/company towards the project land and Building/s) shall be handed over by the Promoter to the Society., as the case may be. The Allottee/Purchaser shall pay additional deposit for further period as and when demanded by the Promoter within a period of 7 days from the date of such demand.

22.3 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/Purchaser/s of the said Flat/Apartment/Unit and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/Purchaser/s along with interests and Allottee/Purchaser/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/Purchaser/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said Flat/Apartment/Unit being first encumbrance of the Promoter. The Allottee/Purchaser/s herein with due diligence has accepted the aforesaid condition.

22.4 That the Allottee/Purchasers are made aware and expressly agree herein that whenever there is low water supply from the P.C.M.C/ local authorities the Allottee/Purchaser shall have to pay extra for the water charges over and above the maintenance charges for the water supplied either by tanker or any other source as demanded by the promoter. It has been also mentioned that Promoter would install separate meter to capture the water consumption reading and accordingly the Purchaser shall be liable to make payment. The Promoter shall not be responsible in case there is shortage of water & water is not available at any cost. During the sanction approvals and also at the time of obtaining occupation certificate Promoter require to give various undertaking and statement about provision of water and its usage, all these undertakings affidavits and statements shall be binding on the Purchaser and/or the ultimate organization of all the unit holders in the project.

23 The Promoter shall not be responsible in case there is shortage of water & water is not available at any cost.

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

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

25 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee/Purchaser shall pay to the Promoter, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building

/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee/Purchaser shall pay to the Promoter, the Allottee/Purchasers' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

26. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the Allottee/Purchaser and the Allottee/Purchaser is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if there is any loss/harm is caused to the Allottee/Purchaser and based on these said details of the drawings and the calculations and areas shown, the Allottee/Purchaser has agreed to take the said unit.
- vi. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vii. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- viii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Flat/Apartment/Unit/Plot] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- ix. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Flat/Apartment/Unit/Plot] to the Allottee/Purchaser in the manner contemplated in this Agreement;
- x. At the time of execution of the conveyance deed of the structure to the association of Allottee/Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee/Purchasers;
- xi. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

27. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/PURCHASER

The Allottee/Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/Apartment/Unit may come, hereby covenants with the Promoter as follows :-

i. To maintain the Flat/Apartment/Unit at the Allottee/Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Flat/Apartment/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment/Unit is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/Apartment/Unit is situated and the Flat/Apartment/Unit itself or any part thereof without the consent of the P.C.M.C, if required.

ii Not to store in the Flat/Apartment/Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Apartment/Unit is situated or storing of which goods is objected to by the P.C.M.C or by any other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment/Unit is situated, including entrances of the building in which the Flat/Apartment/Unit is situated and in case any damage is caused to the building in which the Flat/Apartment/Unit is situated or the Flat/Apartment/Unit on account of negligence or default of the Allottee/Purchaser in this behalf, the Allottee/Purchaser shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Flat/Apartment/Unit and maintain the Flat/Apartment/Unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat/Apartment/Unit is situated or the Flat/Apartment/Unit which may be contrary to the rules and regulations and bye-laws of the P.C.M.C or any other public authority. In the event of the Allottee/Purchaser committing any act in contravention of the above provision, the Allottee/Purchaser shall be responsible and liable for the consequences thereof to the P.C.M.C and/or other public authority.

iv. Not to demolish or cause to be demolished the Flat/Apartment/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 Flat/Apartment/Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/Apartment/Unit is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment/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 building in which the Flat/Apartment/Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Apartment/Unit without the prior written permission of the Promoter and/or the Society or the Limited Company.

v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the

Flat/Apartment/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Not to do or permit to be done any act or thing which may render void or voidable any warranty and guarantee of the specifications provided within the unit and the common amenities and facilities in the said entire project.

vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment/Unit in the compound or any portion of the project land and the building in which the Flat/Apartment/Unit is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the P.C.M.C or Government or giving water, electricity or any other service connection to the building in which the Flat/Apartment/Unit is situated.

viii To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the P.C.M.C and/or Government and/or other public authority, on account of change of user of the Flat/Apartment/Unit by the Allottee/Purchaser for any purposes other than for purpose for which it is sold.

ix The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment/Unit until all the dues payable by the Allottee/Purchaser to the Promoter under this Agreement are fully paid up.

x The Allottee/Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Apartment/Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the P.C.M.C and of Government and other public bodies. The Allottee/Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Flat/Apartment/Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi Till a conveyance of the structure of the building in which Flat/Apartment/Unit is situated is executed in favour of Society/Limited Society, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

xii Till a conveyance of the project land on which the building in which Flat/Apartment/Unit is situated is executed in favour of Apex Body or Federation, the Allottee/Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

xiii. That the Allottee/Purchaser shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee/Purchaser.

xiv. That any nominated surveyor/architect appointed for specific purpose stated in this covenant the fees of which shall be mutually decided by and between the promoter and the Allottee/Purchaser and the same shall be paid by the Allottee/Purchaser as agreed mutually.

xv. That nothing herein contained shall construe as entitling the Allottee/Purchaser any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the Allottee/Purchaser to the developer in this regards.

xvi. That the parking spaces allotted to each Allottee/Purchaser shall be used only for the purposes of parking and that the said space is designed and made for use of parking a vehicle of not more than 3 tones and not more than 6' height. That this has been clearly made aware to the Allottee/Purchaser and the same has been agreed by the Allottee/Purchaser to follow.

28. NAME OF THE PROJECT/BUILDING/S/WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “**MANHATTAN**” and building will be denoted by letters or name **A, B, C, D, F & G BUILDING** or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee/Purchasers/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project. name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

29. SEPARATE ACCOUNT FOR SUMS RECEIVED

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/Purchaser/s and utilize the same as contemplated and permitted under the said act and rules and regulations made thereunder.

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

The Allottee/Purchaser hereby agrees to purchase the Flat/Apartment/Unit on the specific understanding that is/her right is to only to the use and unless specifically allotted/given vide (limited) common areas/ facilities, the use of the Common Areas / amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/Purchasers (or the maintenance agency appointed by it and performance by the Allottee/Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/Purchasers from time to time.

31. EXCLUSIVE FACILITY OF OPEN PARKING SPACES:-

It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity and requirement of the flat purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the purchaser along with other unit

purchaser hereby requested the developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Purchaser/s hereby authorized and give irrevocable consent to the Developer to do such earmarking of parking space at its sole discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Purchaser/s to the said Body as a member thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.

The purchaser/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment of parking spaces made by the Developer to any intending purchaser/s.

The Promoter has not taken any consideration for such allocation. It is specifically agreed by the Purchasers that if for any reason it be held that such allocation/designation of parking/s by the Purchasers of the flats among themselves is not proper then the Flat/unit purchasers (including flat purchaser herein) shall be entitled to use entire parking area in common with others and the flat purchaser herein and shall not be entitled to claim any refund of any amount or for compensation as the consideration price herein agreed is only in respect of the said unit/unit alone

32. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/Apartment/Units or of the said Plot and Building or any part thereof. The Allottee/Purchaser shall have no claim save and except in respect of the Flat/Apartment/Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

33. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON SOLD UNIT

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

34. BINDING EFFECT

Forwarding this Agreement to the Allottee/Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/Purchaser until, firstly, the Allottee/Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Promoter. If the Allottee/Purchaser(s) fails to execute and

deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/Purchaser, application of the Allottee/Purchaser shall be treated as cancelled and all sums deposited by the Allottee/Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

35 HOARDINGS RIGHT

The Purchaser/s hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until the formation and handover of the apex body and the Purchaser/s agree/s not to dispute or object to the same. The Developer shall not be liable to pay any fees / charges to the association / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any).

36. ENTIRE AGREEMENT

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

37. RIGHT TO AMEND

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

38. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS

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

39. That the Allottee/Purchasers agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall neither object to any such proceedings of land acquisition undertaken by a government agency including any compensation/benefit given to the promoter in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the Allottee/Purchaser to the promoter for the same, save and except his right to enjoy and use the unit purchased by him and any other rights given by the developer to the Allottee/Purchaser for which consideration has been dispensed.

40. WAIVER NOT A LIMITATION TO ENFORCE.

40.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter in the case of one

Allottee/Purchaser shall not be constructed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottee/Purchasers.

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

41. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project such as (1) Monthly maintenance of the said Project and (2) Common maintenance of the entire project, the same shall be in proportion to the carpet area of the [Flat/Apartment/Unit/Plot] to the total carpet area of all the [Flat/Apartment/Units/Plots] in the Project.

43. FURTHER ASSURANCES

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

44. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/Purchaser, at Pune and after the Agreement is duly executed by the Allottee/Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

45. The Allottee/Purchaser and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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

_____ **Name of Allottee/Purchaser**

_____ (Allottee/Purchaser's Address)

Notified Email ID: _____

PRIDE BUILDERS LLP, Promoter name

504 Fifth floor, Pride House, 108/7 Ganesh Khind Road,

Shivaji Nagar, Pune 411016

Email ID: crmhead@prideworldcity.com

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

47. JOINT ALLOTTEE/PURCHASERS

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

48. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/Purchaser.

FIRST SCHEDULE

A] DESCRIPTION OF THE ENTIRE PROPERTY:

All that piece and parcel of land situated within the Registration, Sub-Dist., Taluka Haveli, Dist. Pune and within the limits of Pimpri Chinchwad Municipal Corporation bearing Plot named Sector 4 and 5 out of sanctioned layout of S.No.129/1+2(part), 130/1+2A+2B+2C+3, 131/1(part), 141/2/2(part) and 141/1, Mouje Charholi, Pune admeasuring Sector 4 comprising of sets of buildings named Cluster-1, Cluster-2, Cluster-3, Cluster-4, Cluster-5 and Amenity Plot and area under reservation, which is bounded as follows:-

On or towards the East : By S. No. 120, 121, 122
On or towards the South : By 24 mtr wide Road
On or towards the West : By 24 mtr. wide Road
On or towards the North : By 18 mtr. wide Road

B] DESCRIPTION OF THE CLUSTER 3 PROPERTY :

Portion out of property described in para (A) named "Cluster-3-MANHATTAN" comprising of net plot area along with open space admeasuring 25154.33 Sq.mtrs. comprising of Building Nos. A,B,C,D,E,F & G and open space and bounded as follows –

On or towards the East : By adjoining reservation and cluster 2 (part)
On or towards the South : By adjoining cluster 2
On or towards the West : By 24 mtr wide road
On or towards the North : By adjoining reservation
More particularly shown on the plan attached herewith.

C] DESCRIPTION OF THE PORTION OF CLUSTER 3 WHICH IS THE SUBJECT OF THE CURRENT PROJECT:

Portion out of property described in para (A) named "Cluster-3-MANHATTAN" comprising of net plot area along with open space

admeasuring 17775.27 Sq.mtrs. having FSI, TDR, premium FSI and Paid FSI admeasuring 62226.01 Sq.mtrs. (i.e. the total builtup area of entire A, B, C, D, F & G building, i.e. 6 wings) More particularly shown on the plan attached herewith.

SECOND SCHEDULE

A] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

B] Common amenities in the Entire Property described in para ‘A’ of First Schedule which will be maintained by the Apex Body:

1. Open Space
2. Internal Roads
3. Common drainage, water and electrical lines

SCHEDULE III

Flat/Apartment/Unit No. _____ having carpet area of _____sq.mtr, type _____and exclusive terrace area _____sq.mtr and balcony area admeasuring _____sq.mtr, and sit out area _____sq.mtr on _____ floor in the building No. _____,Project styled as “SECTOR 4 – **“CLUSTER - 3 namely MANHATTAN”** being constructed upon the plot described in para C of First Schedule above. The said Flat is more particularly shown in the plan hereto annexed in Red colour boundary line. The areas mentioned above are approximate.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT AT PUNE ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED

by the within-named

PRIDE BUILDERS LLP

(Previously known as Pride Builders Pvt. Ltd.)

Through its partner -

MR. ARVIND PREMCHAND JAIN

Through his Power of Attorney holder

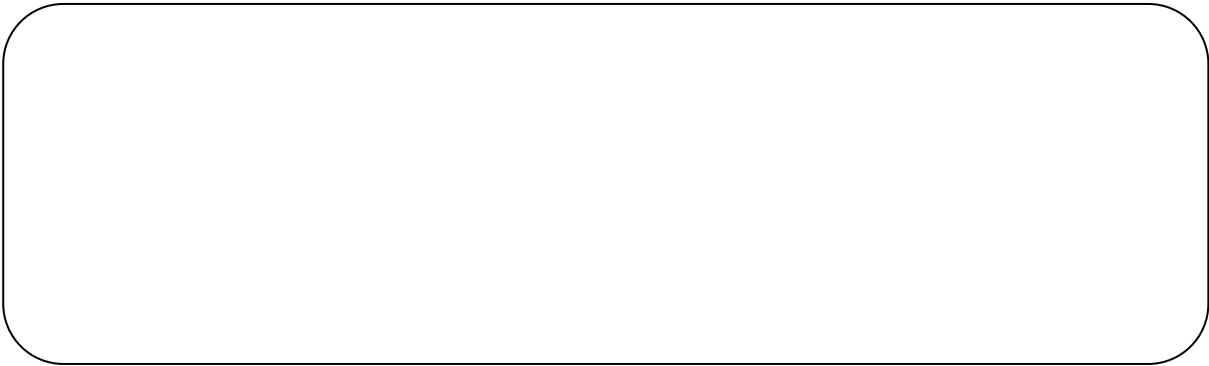
Mr. Suryakant Daji Dhanawade

AND/OR

MR. ANAND MAGANLAL JAIN

THE PROMOTER

SIGNED AND DELIVERED



by the within-named

MAHAVEER CO-OPERATIVE HOUSING SOCIETY LTD.

SHRI ARVIND PREMCHAND JAIN (CHAIRMEN)

Through his Power of Attorney holder

Mr. Suryakant Daji Dhanawade

AND/OR

MR. ANAND MAGANLAL JAIN

THE CONSENTING PARTY

SIGNED AND DELIVERED

by the within-named

1. Mr._____

2. Mrs._____

THE FLAT PURCHASER

in the presence of :

1.

2.

ANNEXURE - A: (Title Opinion)

ANNEXURE - B : (Copy of the extracts of village Form No.VII/XII)

Annexure C1 :Entire Layout Cluster 3 referred hereinabove

Annexure C2 :Phase wise Layout,

Annexure C2A :Building plan

Annexure C3 :Floor plan along with demarcated unit

ANNEXURE - D : SPECIFICATIONS

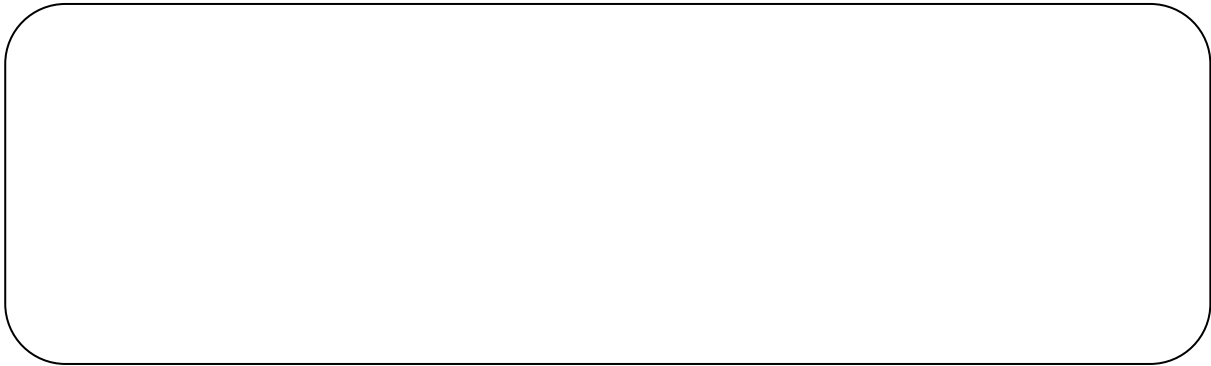
- Vitrified tiles flooring in all rooms (800mm x 800mm) of Kajaria /ZealTop/ Nitco/ Johnson/ RAK/ Somany.

- Antiskid tiles flooring of Kajaria/ Nitco/ Johnson/ RAK/ Somany in bathrooms, terrace & dry balcony.
- Ceramic tile dado till 7 ft. ht. in Bathrooms of Kajaria/ Nitco/Johnson/RAK/ Somany.
- Designer tiles flooring in each floor lobby of Kajaria/ Nitco/ Johnson/ RAK/Somany
- C.P. fitting in bathrooms of Jaquar /Cera/ Kohler.
- Sanitary ware in bathrooms of Cera/ Simpolo / Jaquar / Kohler.
- Main door with veneered finish & melamine polish.
- All bedroom doors and toilet doors will be both side laminated.
- Door fittings of Hafele / Dorma / Hettich / PAG/ Europa.
- Aluminium windows will be powder coated with aluminium /PVC mosquito net.
- Toilet windows will be aluminium louvered windows without mosquito net.
- M.S. Railing up to 1.0m ht. from floor finish level for aluminium windows (except toilets) inside the flat.
- Concealed copper wiring with circuit breakers.
- Electrical switches of Schneider/Anchor/ Vinay/ Panasonic.
- Provision of electrical point for inverter.
- Provision of T.V & Telephone point in living room & master bed room.
- Provision of A.C Point in all bed rooms & living room.
- Granite kitchen platform with S S sink, hob, & chimney.
- Kitchen cabinet below the kitchen platform.
- Piped Gas System of MNGL.
- Video Door Phone with colour screen.
- Oil bound distemper paint for internal walls & ceiling.
- Oil paint on railings.
- Acrylic paint on external wall.
- Texture finish on external walls.

ANNEXURE E

COMMON AREAS AND FACILITIES FOR CLUSTER-3:

- Entrance lobby for each building.
- Rain water harvesting.
- Automatic lifts
- DG back up for lift & common areas.
- Garbage chute.
- Fire fighting system.
- Jogging/ Walking track
- Sewage treatment plant.
- Organic waste converter.
- Compound wall.
- Drip/sprinkler irrigation for landscaping.
- CCTV surveillance in main entrance lobby of each building.
- Name plate on main door of each flat.
- Letter box.
- Solar hot water tank of 9000 lit. on top terrace of each building for solar hot water in one toilet of each flat.
- Community hall with party lawn.
- Children's play area with play equipment.
- Swimming pool and Outdoor fitness Zone.
- Amphitheatre.
- Vehicle free zone on podium garden
- Entrance gate with security cabin.
- Box cricket/ Reading nook, Yoga Park, Meditation court, Reflexology, Picnic Lawn, Parent's sit-out area, Fruit orchard, Woodlands, Hopscotch, Hammock Zone, Feature court, Chit-chat plaza, Youngster's plaza, Aroma Garden, Butterfly garden, Old folks arena, Flower tunnel, Flag hoisting pole, Private garden.
- Skating Rink.



- Multipurpose Court

ANNEXURE F: RERA certificate

ANNEXURE G

Sr. no.	Percentage	Amount in Rs.	Particulars
1		1,00,000/-	At the time of Booking/Application
2	10%		Before Execution of Agreement (less Rs. 1,00,000/-)
3	20%		Upon Execution of Agreement
2	15%		On Completion of Plinth
3	5%		On Completion of 3rd Slab
4	4%		On Completion of 6th Slab
5	4%		On Completion of 9th Slab
6	4%		On Completion of 12th Slab
7	4%		On Completion of 16th Slab
8	4%		On Completion of last Slab
9	5%		On completion of the walls, internal plaster, of the said Apartment.
10	5%		On completion of RCC of the staircases, lift wells, lobbies upto the floor level of the said Apartment.
11	5%		On completion of the external plaster, elevation, terraces with waterproofing, of the building
12	10%		On completion of the floorings doors and windows, Sanitary fittings, external plumbing, lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
13	5%		Possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate
Total	100%		