

<u>Project</u>	<u>Kiran Samruddhi A, S. No. 293/5 (part) + S. No. 213/5 (part), Sus, Pune</u>
<u>Building</u>	<u>Single Building</u>
<u>Flat No.</u>	
<u>RERA</u>	<u>P52100024539</u>
<u>Registration No.</u>	

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AT PUNE THIS th DAY OF
IN THE YEAR TWO THOUSAND AND TWENTY

BETWEEN

M/s. KIRAN CREATORS AND DEVELOPERS, A proprietary concern through proprietor
MR. KASHINATH GANESH NEHETE, Age 34 Years, Occ. - Business, R/at: Sai Krupa
Building, Ground Floor, Prabhat Road, Erandwane, Pune -411004, hereinafter
referred to as the " PROMOTER" Which expression shall mean and include the
said Proprietary Firm, its proprietor, his assigns and heirs, executors,
administrators of the partners etc. (AEJPN3743G)

---PARTY OF THE FIRST PART

AND

1) Name	MR.
Age:	years,
Occ:	
Add:	
PAN No.	
Email ID	
Mobile No.	

2) Name	
Age:	years,
Occ:	
Add:	
PAN No.	
Email ID	
Mobile No.	

--- Hereinafter referred to as the "ALLOTTEE/S "

Which expression shall mean and include his/ her/ their respective assigns and heirs, executors, administrators etc. ---PARTY OF THE
SECOND PART.

AND

M/S. ALLIANCE AURO DEVELOPERS A Partnership Firm, registered under Indian Partnership Act, 1932, having its office at: Office No. 101, Pro - One Business Center, Senapati Bapat Road, Pune - 411053 through its partner (1) **MR. BALASAHEB BHAGWAN SASAR**, Age: 62 years, Occ: Business, Add: as of the firm, (2) **MR. DILIP BHAGWAN SASAR**, Age: 52 years, Occ: Business, Add: As of the firm. Through their duly constituted Power of Attorney holder M/s. **KIRAN CREATORS AND DEVELOPERS**, A proprietary concern through proprietor **MR. KASHINATH GANESH NEHETE**, Age 31 Years, Occ. - Business, R/at: Sai Krupa Building, Ground Floor, Prabhat Road, Erandwane, Pune -411004,

--- Hereinafter referred to as the "**CONSENTING PARTY**" Which expression shall mean and include his/ her/ their respective assigns and heirs, executors, administrators etc. ---**PARTY OF THE SECOND PART.**

WHEREAS:

RECITALS HEREUNDER SHALL FORM PART OF PRESENT AGREEMENT.

- A. All that piece and parcel of land (i) area adm 1812.5 Sq. Mtrs. from and out of Survey No. 293/5 totally adm. 00 Hec 68 Ares and (ii) area adm. 4 Ares from and out of Survey No. 213/5 totally adm. 8 Ares thus totally adm. 2212.50 Sq. Mtrs. situated at Village Sus Taluka Mulshi District Pune (hereinafter referred to as the '**SAID PROPERTY**') belongs to Consenting Party i.e. M/s. The Alliance Auro Developer, herein;
- B. That consenting party i.e. The Alliance Auro Developers through its partners Mr. Balasaheb Sasar and Mr. Dilip Bhagwan Sasar granted the rights of development and sale of units in respect of said property in favour of Promoter i.e. M/s. Kiran Creators and Developers through its Proprietor Mr. Kashinath Ganesh Nehete by virtue of Development Agreement and Irrevocable General Power of Attorney, both, dated 05/09/2019. The said Development Agreement and Irrevocable General Power of Attorney, both, are registered in the office of sub Registrar Haveli No. 15 at Sr. No. 16216/2019 and 16217/2019. Consideration of the said Development Agreement is agreed in form of construction to the extent of 10201 Sq. Ft. in form of residential units.
- C. Promoters prepared and got sanctioned the plans of the buildings upon said property from Pune Metropolitan Region Development Authority, Pune (the "**PMRDA**") vide Commencement Certificate No. BMU/ MAU. SUS/ S. No. 293/5 and 213/5/ PRA. KRA. 879/ 19-20 dated 04/02/2020 (hereinafter referred to as the '**Sanctioned Plans**')
- D. **NA ORDER :-**

That Collector, Pune granted the Non Agricultural Use Permission Order Vide No. Mulshi/ NA/ SR/ 81/2019 dated 01/02/2020.
- E. According to the above mentioned said entire layout and sanctioned plans the areas have been carved out, for specific utilization/s, as under:

Designation/ User	Area (Sq. Mtrs.)	Remark
Area of plot	2212.5	Area considered for sanction
Open Space	221.25	FSI in lieu to be availed
Total Built Up Area	2192.69	In form of single building having Upper Level parking + Lower Level parking + 5 floors structure
Total Tenements	40	

F. According to sanctioned plans and layout promoters implemented the scheme of development and sale of units styled as '**KIRAN SAMRUDDHI A**' in form of single building having Upper Level parking + Lower Level Parking + 9 floors structure upon said property. (herein after referred to as the '**SAID SCHEME/ PROJECT**' and more particularly described in '**SCHEDULE I**' hereunder)

G. PROPOSED DEVELOPMENT :-

The owner promoter proposes to extend the presently sanctioned plans by utilization of additional FSI by way of (a) FSI in lieu of surrender of area affected by road widening, (b) FSI on payment of premium, paid FSI and (c) FSI in form of TDR. After availing such additional FSI there shall be total 72 tenements in the building Kiran Samruddhi A having Upper Level parking + Lower Level Parking + 9 floor structure accordingly the structure and design has been planned.

H. The Promoters have appointed the Architect of the Said Scheme Mr. Rupesh Jamkhindikar, who are duly registered with the Council of Architects. the Promoters have also appointed the structural Engineer Mr. Suhas Joshi for structural designs and drawings of the building/s and the Promoters have accepted professional supervision of the Architects and the structural Engineers till the completion of the building,

I. The Promoters have obtained the title certificate in respect of the said Property and the said Scheme thereon, from the advocate;

J. The Purchaser is aware of the fact that the promoter has entered or will enter into similar and/ or separate Agreements with several other Purchasers, person and parties in respect of flats in the said building/ project;

K. At the time of booking of the apartment and issuing the Allotment Letter, the promoters provided to purchaser the following documents and details as required by the provisions of Sec. 11 (3) of the Real Estate (Regulation and Development) Act, 2016;

Sr. No.	Document/ Details	Remark
1.	Sanctioned Building Plans	Commencement Certificates as detailed in para no. 'C' above, sanctioned as well as future alterations and additions
2.	Layout Plans	Sanctioned as well as future development
3.	Specifications	Of - (i) Apartment and Building, (ii) said Project,
4.	Provisions for civic infrastructure like (i) Water through paid water tanker supply, (ii) sanitation by way of connection to drainage line, (iii) Electricity by way of transformer, meter connections	-- nil --

L. The promoters have provided, to the allottee, the following documents:

Document	Details/ Remark	Annexure number with Agreement
7/ 12 extract	S. No. 293/5 (part) and 213/5 (part)	'B'
Documents showing the rights of the Promoters	Index II of Sale Deed as detailed in para No. 'B' above.	'G'
Title Certificate issued by Advocate Unmesh Deshpande	On the basis of Search and Title report verifying the title history from Year 1930	'C'
authenticated copies sanctioned building plans	BMU/ MAU. SUS/ S. No. 128 (part) and 87/1A/1/2 (part)/ PRA. KRA. 543/ 19-20 dated 11/12/2019	'A'

Plan showing said apartment		'D'
Maintenance Items		'E'
Plans of proposed development	To be constructed by utilization of the FSI	'F'
RERA Registration Certificate	P52100024539	'H'

M. TERMS OF SANCTION BINDING UPON PURCHASER/S:- The allottee has agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority, imposed at the time of sanction or even thereafter till obtaining Occupancy Certificate shall be binding on the allottee strictly.

The allottee further confirms that if any conditions that have been imposed or to be imposed on the said project/ building which are/ may be contrary to the prevalent laws or future laws, rules, regulations shall be binding on the allottee and the allottee shall not hold the developer responsible for such contrary conditions.

While sanctioning the said plans the PMRDA, Maharashtra Pollution Control Board, State Environmental Assessment Committee, Collector Pune have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said approval lay down certain terms and conditions for the day to day utilization of various spaces and services in the project by the occupants.

N. The purchaser by an Application to Purchase applied for purchaser of an apartment in the said Project and thereby further conveyed that, purchaser is interested for allotment of the apartment on the basis of broachers and personal inquiry at the site.

O. It is also clarified between promoter and purchaser that there is no agency for the present transaction between the parties.

P. That the said project is registered with RERA Authority vide Registration No.

P52100024539

Q. INTERPRETATION AND DEFINITIONS:-

- (i) **'ACT':-** Real Estate (Regulation and Development) Act, 2016
- (ii) **'RULES':-** Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017
- (iii) **'AUTHORITY':-** Real Estate Regulatory Authority established under Sec. 20 (1) of RERD Act.
- (iv) **'CARPET AREA':-** Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- (v) **'INTEREST':-** @ 2% more than the highest marginal cost of lending rate of State Bank of India wherever there is provision of payment of interest throughout the agreement payable by any one party to the other party. However in the event of delay in payment of installment the amount towards Goods and Services Tax requires the payment of penal interest @ 18% per annum for the period of delay.
- (vi) **'DEMAND CUM TERMINATION NOTICE':-** Any notice, letter, communication in writing issued by promoter to purchase thereby demanding the outstanding dues with interest, costs, charges etc. and further conveying that in event of default to comply the demand the agreement shall stand terminated. Such demand cum termination duly issued by registered post acknowledgement due at the address mentioned in caption of this agreement or changed address duly intimated by purchaser.
- (vii) **'DUE SERVICE OF NOTICE/ COMMUNICATION'**- Any communication by one party to the other by e-mail at the id provided in this agreement or on the web page of the said project and on the website of the

Authority. Such communication may be by issuance of registered letter at the address given in the agreement or changed address (duly intimated). Returning of the postal letter with remark 'left address', 'not claimed', 'intimation delivered' shall be deemed due service.

- (viii) Each of the provisions of these Covenants, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
- (ix) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
- (x) All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.
- (xi) The terms used in the agreement shall have same meaning as defined by RERD Act and Rules thereunder.

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

R. Under provisions of Sec. 13 of RERD Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-

1) PRINCIPAL COVENANT BY PROMOTER AND PURCHASERS :-

- i) The promoter has carried out / shall carry out the construction of building and the said project as described in 'SCHEDULE I' hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
- ii) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act.
- iii) Purchaser shall be entitled to said apartment only upon compliance of terms and conditions appearing in this agreement.
- iv) Purchaser shall be bound to adhere to the terms regarding timely payment of consideration.
- v) Purchaser shall be entitled to said apartment only and the compliances as laid down by said Act and all the balance units, areas shall be absolute property of the promoters
- vi) The defect liability of the promoter shall be strictly subject to compliance by the purchaser regarding timely and standard maintenance and upkeep by the purchaser/s and/ or their organization.
- vii) The sale of the said Flat is on lumpsum basis only while the measurements of the Apartment shall be on basis of carpet as contemplated by said Act.
- viii) Despite such verification in event of any difference (subject to fluctuation cap of 3%) the report of Architect shall be relied upon.

2) PRINCIPAL AGREEMENT:- The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the Apartment in the said project, as detailed below -

Building	"Kiran Samruddhi A"
Flat No.	
Floor No	

Carpet Area	
Sq. Mtrs.	
Sq. Ft.	
Area of adjoining terrace/s	
Sq. Mtrs.	
Sq. Ft.	
Adjoining Dry Balcony Area	
In Sq. Mtrs.	
In Sq. Ft.	
Parking Lot No.	
In Sq. Mtrs.	
In Sq. Ft.	

---hereinafter referred to as the "said Apartment" and more particularly described in 'Schedule II' hereunder

The details of common areas etc. for useful enjoyment of said apartment are as under:

DETAILS	SCHEDULE/ ANNEXURE
Nature, extent and description of the common areas and facilities	SCHEDULE IV (A)
and restricted areas and facilities	SCHEDULE IV (B)
External Development Works	SCHEDULE V (A)
Internal Development Works	Schedule V (B)
Specification	Schedule III

3) CONSIDERATION AND MANNER OF PAYMENT : -

i) That the total consideration / price of the said flat has been agreed @ Rs. -----/- (Rs. ----- Only) From and out of said total consideration the purchaser has already paid to the promoter a sum of Rs. 1,50,000/- (not more than 10% of total price of flat) prior to the execution of this Agreement. Said consideration has been agreed as lumpsum price of bare apartment/ unit and excludes

the taxes, duties, as detailed hereunder. The said price has been arrived at keeping in mind the promise of the purchaser to make the timely payment as mentioned hereunder.

ii) **MANNER OF PAYMENT:** That the purchaser/s shall pay the abovementioned consideration amount in the following manner:

<u>Amount</u>	<u>Particulars</u>
i] Rs.-----/- (10%)	Paid on execution of this agreement;
ii] Rs.-----/- (17.5%)	To be paid on completion of plinth;
iii] Rs.-----/- (15%)	To be paid on casting of First slab;
iv] Rs.-----/- (10%)	To be paid on casting of Third slab;
v] Rs. -----/- (10%)	To be paid on casting of Fifth slab;
vi] Rs.-----/- (10%)	To be paid on casting of Seventh slab;
vii] Rs.-----/- (10%)	To be paid on casting of Ninth slab;
viii] Rs.-----/- (10%)	To be paid on Commencement of Brick work of the said Flat;
ix] Rs.-----/- (5%)	To be paid on Commencement of Flooring Work;
x] Rs.-----/- (2.5%)	To be paid within 30 days of the intimation that the said Flat is ready for occupation

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Rs. -----/- (Rs. -----only)

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iii) **MODE OF PAYMENT:** That the amount towards the net price of the flat shall be paid by instrument drawn in name “**M/s. Kiran Creators and Developers**” while the amount towards taxes, charges, maintenance, Co-operative Housing Society formation charges, Goods and Services Tax, stamp duty, registration, maintenance, extra works in specific unit and such other taxes and levies shall be paid in name of “**M/s. Kiran Creators and Developers**”

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones (not valid in special cases where specific dates are

mentioned), the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of “M/s. Kiran Creators and Developers” payable at Pune.

iv) APPROPRIATION OF RECEIPTS:-

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding including but not limited to price of the apartment, payment towards taxes, levies, charges, services, extra items, legal compliances etc. as agreed under this agreement, if any, in his/ her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in the manner adverse to the interests of the Promoter.

V) THE PROMOTER SHALL BEAR THE EXPENSES OF THE FOLLOWING -

- (a) The legal, consultant's fee, typing and incidental expenses of this agreement excluding stamp duty, registration fee and expenses.
- (b) The charges and expenses for formation of co. op. housing society of apartment owners.
- (c) The MSEDC meter deposit, transformer charges (if any), common meter installation charges.

vi) TAXES, CHARGES, DUTIES etc.: - As stated above the price of the said apartment has been fixed as of bare apartment on lumpsum basis, the same does not include any of the taxes, duties payable on the transaction. The allottee hereby agrees to pay the taxes such as Goods and Services Tax, Cess or any other similar taxes which may be levied in connection of construction of and carrying out the project made payable either by the promoter or the purchaser.

vii) ESCALATION:- The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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 alongwith the demand.

The promoter may charge the allottee separately for any up gradation/ changes/ extra work specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottee's request or approval but which have not been agreed upon herein or as shown in the website of the Authority.

viii) DELAY IN PAYMENT AND CONSEQUENCES:-

- a) Without prejudice to the right of promoter to charge interest for the period of delay as detailed hereunder, on the Allottee committing default in payment on due date of any amount/ instalment due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings), the promoter shall at his own option be entitled to terminate this agreement.
- b) Provided that, Promoter shall issue to the allottee/s such notice demanding the outstanding towards price, the pending Goods and Services Tax and applicable interest thereon. Such Demand cum termination notice shall be issued by Registered Post AD at the address appearing in this agreement and any other address provided by the allottee as his registered address in writing as well as such notice shall be mailed to allottee at such duly conveyed 'e-mail address'. The notice shall precisely state the intention of the promoter to terminate this

Agreement and of the specific breach or breaches of terms and conditions leading to proposed termination. Upon receipt or deemed receipt of such notice the Allottee fails to rectify the breach or breaches mentioned in such notice by the Promoter within the period prescribed in the notice then at the end of such notice period the agreement shall stand terminated by very operation of the notice itself. It is agreed that no additional and further order, notice, letter, communication etc. be required for termination of agreement.

- c) Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee the amount received under the agreement subject to deduction of - (a) administrative charges of Rs. 15,000/-, (b) the amounts actually incurred by promoter for execution and registration of agreement, (c) the amount incurred for Taxes, Stamp Duty, Registration, Goods and Services Tax etc., (d) charges of notice and such other actual charges.
- d) **Manner of refund:** Upon receipt/ deemed receipt of notice and after expiry of the period mentioned in 'termination notice' for rectifying the breach the Agreement shall stand terminated automatically and promoter shall be entitled to deal with the said Flat immediately thereafter.
- e) The 'notice of termination' shall be exhaustively stating the manner of refund including inviting the purchaser to receive back the amount by execution of 'confirmation of cancellation/ termination of agreement' and such other documents. Hence upon expiry of the notice period the purchaser shall be bound to receive back the amount either by transfer via RTGS/ NEFT/ cheque deposit by promoter in the account of the purchaser according to details provided by purchaser.
- f) In the event of failure of attempt to return the amount by RTGS etc. the promoter shall deposit the said amount in a separate account opened for

that purpose. The amount in such account along with interest accrued thereon shall be paid to the purchaser.

- g) The compliance regarding refund by promoter by way of attempt to pay the amount by RTGS to the account provided by purchaser and in case of failure to do so then deposit of amount in a separate account shall be deemed as complete compliance by purchaser for refund of amount received.
- h) After such termination the purchaser shall not have any right in the said Apartment except the claim of refund of the amount paid and the fresh/ other sale of the apartment to any prospective purchaser shall no amount to legal wrong of any type.

xi) INTEREST ON UNPAID DUE AMOUNT:-

- a) Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per **State Bank of India highest Marginal Cost of Lending Rate plus 2 % per annum**, with quarterly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment and also the penal or such other interest, charges,.
- b) However, the 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 to terminate the agreement unless such tender is within the time stipulated in the 'Demand cum Termination Notice', nor shall it be construed as condonation of delay by the Promoter.
- c) The amount of interest may be informed to the allottee/s from time to time or on completion of the said project/apartment, and the

allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.

- d) The promoter shall have the lien of the unpaid due amount towards price, interest for delay, taxes, costs, charges due to promoter from purchaser under terms of this agreement and the promoter shall have valid and legal right to hold back the delivery of possession of the apartment, original documents, receipts, certificates, clearances etc. in respect of the said flat and services under this agreement till actual payment of all such dues. Delay in delivery of on account of default on part of purchaser shall not entitle the purchaser of any costs, charges, compensation etc.
- e) Further, during the period of such delay in payment of dues the rights, authorities and powers of the purchaser to enforce terms of this agreement as well as to exercise the rights of purchaser such as to demand the timely completion of stage of construction etc. shall stand suspended.

x) MODUS TO PAY INSTALLMENT:-

- a) The Promoter herein on due date/or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital E-mail to the Allottee and the Allottee shall make payment of such due amount to the Promoter within seven days from date of receiving such intimation.
- b) The Allottee herein specifically agrees that he/she/they shall pay the aforesaid amount along with additional amount towards the Goods and Services Tax and such other taxes, cesses, charges etc..

xi) VOLUNTARY ADVANCE PAYMENT:- 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 or by housing finance companies/bank etc on behalf of Allottee. As well as in the event of demand by purchaser to receive the additional amount/ payment in advance for the financial adjustments, tax planning etc. of the purchaser then such amount shall be received against next/ future installments and as voluntary payment on part of the purchaser and the promoter shall not be liable to pay any interest etc. against the same.

xii) MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:-

- a) The Promoter shall confirm the final carpet area that has been allotted to the Allottee at the time of delivery of possession i.e. after completion and issuance of Occupancy Certificate, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent.
- (b) The variation cap 3% means that in event of decrease/ deficit to extent of 3% the promoter shall not be liable to pay any refund/ compensation to allottee likewise in event of increase/ excess area to extent of 3% of total area the allottee shall not be liable to pay the cost/ charge/ price etc. for such additional area.

c) DIFFERENCES/ DISPUTE AS TO AREA AND RESOLUTION:

- (i) That in case of absence of consensus regarding measurement of area of the apartment the points of difference shall be reduced into writing by the parties and shall be referred to Architect of the Project;
- (ii) The Architect of the Project shall act as 'Mediator/ Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996;
- (iii) The mediator/ conciliator shall, after notices to parties, conduct a single hearing wherein the parties shall be entitled to submit their written and oral submissions, in person or through representative/ advocate;

- (iv) After hearing the project Architect shall record the points of difference, his opinion thereon and shall make endeavour to resolve the dispute amicably.
- (v) In the event the dispute is not amicably resolved then the Project Architect shall guide the parties to appoint an Arbitrator and after consent of parties shall refer the Parties along with the proceedings of such Mediation/ Conciliation to Arbitrator.

- d) Notwithstanding anything contrary contained herein, the allottee shall not be entitled to claim possession of the said apartment until the Occupancy/ Completion Certificate is received from the local authority and the allottee has paid all the dues payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, Goods and Services Tax and other taxes payable under this agreement in respect of said apartment to the promoter.

4. ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES:-

PURCHASER HEREBY ACKNOWLEDGES THAT,

- i) The promoter has disclosed the detailed information as required by provisions of Sec. 11 (3) of the said Act vide the letter of allotment
- ii) Promoters have displayed at the site:
 - (a) Sanctioned Layout and Building Plans,
 - (b) Future proposed Layout Plans and Building Plans;
 - (c) Specifications of the Apartment, Building and Project
- iii) Promoters have disclosed in the Allotment Letter as well as in Schedules of this Agreement the stage wise schedule of completion of the project including provisions for civic infrastructure like water, sanitation and electricity
- iv) The promoters have disclosed all the documents about title to the land, encumbrances, search and title report,
- v) The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the

amenities and facilities, common areas has been detailed in Schedule IV (A) .

- vi) The disclosure regarding the utilization of FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

Purchaser/s hereby state that after thoroughly verifying the above disclosures and details about future development the purchaser has/ have entered into a present agreement.

5. DELIVERY OF POSSESSION AND TERMS INCIDENTAL -

- a) Time is the essence for the Promoter as well as the Allottee as far the delivery of possession and payment of instalments is concerned. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the Occupancy Certificate from the concerned Planning Authority.

b) DATE:-

The promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said apartment to the purchaser on or before 31/03/2023.

Provided that in the event the promoters succeed to complete the construction of the said apartment and building and obtain Occupancy Certificate at any time prior to appointed date mentioned above and intimates the purchaser to take possession, then the purchaser shall be bound to take possession of the said apartment on such intimated day. In event of failure to take possession on prior date shall make purchaser liable to bear the charges of maintenance, outgoings in respect of the said apartment.

Provided further that the promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of -

- (i) War, Civil Commotion, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,
- (ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.
- (iii) Any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit purchasers.
- (iv) Delay on part of purchaser to pay the outstanding dues, charges, costs etc.
- (v) Failure on part of purchaser to receive possession despite written intimation by the promoter.

c) **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 sanction plan due to specific stay or injunction order relating to the 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.

That the details of the time schedule for completion of the various stages of construction and development of external and internal development works shall be as detailed in Schedule V (A) and V (B) .

Possession of the unit shall be handed over after obtaining Occupancy Certificate and carrying out substantial completion of work. Such substantial completion could mean 'works done to such an extent that a person can use or occupy and co - habit in the unit'. While the other works shall be carried out in due course. However in event the purchaser creates any hurdle to

complete remaining part of the work then the promoter shall be absolved of the responsibility to carry out the balance works.

d) PROCEDURE-

- (i) The Promoter, upon obtaining the Occupancy Certificate from the Competent Authority/ Pune Metropolitan Region Development Authority, Pune (the 'PMRDA') and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 30(thirty) days from the date of issue of such notice;
- (ii) the Promoter shall thereafter handover the possession of the Apartment to the Allottee on the appointed date and time conveyed by the notice mentioned above.
- (iii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
- (iv) On and from the expiry of 30th (thirtieth) day from the issuance of the intimation to take possession, the purchaser shall be liable to pay the maintenance, taxes, duties, charges, cess etc. payable in respect of the said apartment.
- (v) **THE PURCHASER SHALL AT THE TIME OF RECEIVING POSSESSION -**
 - (a) Execute the acknowledgment of possession of the apartment, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
 - (b) Purchaser shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment

purchasers, maintenance and upkeep of the common amenities, facilities and areas.

6) **MAINTENANCE:-**

(a) That the purchaser and organization of purchasers in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the apartments and building

(b) Such maintenance shall be taken over by the organization of unit holders after final conveyance of the building to the organization

(c) However during the period i.e. from delivery of possession of the apartment till final conveyance of the building the maintenance shall be looked after by the promoters from contribution to be received from purchasers.

(d) The purchaser shall at the time of delivery of possession of the apartment pay to the promoter the advance maintenance @ Rs. 21,000/- for one year.

(e) The promoter shall deposit the entire amount of maintenance in a separate account open for that purpose and shall utilize the same for maintenance of the building till final conveyance. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount. Thus the amount received for advance maintenance is not the amount for 'One Time Maintenance'.

(f) As detailed above the entire project comprises of various buildings and the amenities and facilities are common for all the buildings the maintenance affairs in respect of common amenities and facilities shall be handed over to the society of unit purchasers only after completion of all the common amenities and facilities as detailed in the Schedule hereunder.

(g) The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

(h) The promoter shall incur the expenses for the amount for the maintenance from such separate maintenance account and shall furnish the accounts to the Organization at the time of final conveyance.

7. Formation of Organization -

- (a) As detailed above that the said entire project consists of single building.
- (b) There shall be a single Co. operative Housing Society of the unit purchasers.
- (c) According to obligations of the RERA such society shall be formed after booking of 51% of units in the project.
- (d) The conveyance of buildings shall be within 6 months from obtaining the Occupancy Certificate. Despite such conveyance and issuance of Occupancy Certificate the Promoters shall be entitled to carry out the addition to the building as detailed in disclosures in recitals above.
- (e) The conveyance of common amenities and facilities alongwith land and buildings shall be after delivery of possession of units to the purchasers in the building.
- (f) Despite formation of the organization of unit holders the purchasers of new units shall be admitted as the members of such co. operative housing society.
- (g) The Allottee along with other Allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association of Apartments or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign

and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

8) FINAL CONVEYANCE of building -

- i) The Promoter shall, within six months of obtaining Occupancy Certificate, cause to be transferred to the society or Limited Company all the right, title and the interest of the promoter as the owner of land in the said structure of the Building or wing in which the said Apartment and the land. Provided such final conveyance shall not adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold apartments, units etc. However said limit shall automatically stand extended in events -
 - (a) Delay on part of organization of unit holders to approve the draft of final conveyance and to provide Index II, necessary resolutions and such other documents and consents from side of organization.
 - (b) Deliberate delay by any flat purchaser to pay balance dues,
 - (c) Litigations and disputes pending beyond control of promoter
 - (d) Time taken by organization or purchasers in complying mandates laid down by authorities after delivery of possession.
 - (e) Time required to comply the specific technical requirements by registering authority

(f) Such other sufficient reason.

Thus despite formation of organization and final conveyance of building the promoter shall be entitled to -

- (a) Carry out the balance construction
- (b) Revise the layout and building plans,
- (c) Develop the balance buildings,
- (d) Sell the units in the balance buildings,
- (e) Utilize the balance FSI of the entire layout as well as the potential to utilize such balance FSI of the entire layout

ii) . FINAL CONVEYANCE OF PROJECT LAND -

The Promoter shall, within six months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society 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.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

THE PROMOTER HEREBY COVENANTS THAT:

- i. Title to the land whereupon the project is being implemented is clean, clear and marketable;
- ii. The Promoter has valid and legal rights and interests to carry out the project of development and sale of units upon the said property;
- iii. Promoter 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 Project;

- iv. The Promoter has 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;
- v. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- vi. 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;
- vii. 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
- viii. 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 created herein, may prejudicially be affected;
- ix. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- x. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

xi. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees in working conditions having subsisting licenses, permissions as well as maintenance contracts and the responsibility to maintain and repair the same, thereafter, shall be with the association;

xii. 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 till final conveyance of the building;

xiii. 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.

xiv. DEFECT LIABILITY :-

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

Provided that the warranty given above shall be valid only if -

- (a) the Allottee/s don't/ doesn't not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limited to columns, beams etc. or in the fittings therein,
- (b) Allottee don't/ doesn't make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water.
- (c) Allottee/ organization of allottees shall renew and update the warranties by payment of requisite amount to the vendor or service provider in respect of the bought out items or services;
- (d) The defects, repairs such as - leakage due to non-filling of the joints in tiles from time to time, wearing of the paint in passage of time, damage to flooring due to heavy loading and off loading of the goods, problems in functioning of the electric items such as lift, water purification, water treatment plants, solar systems due to lack of maintenance are not covered under the warranty above.
- (e) Further the defects and damages arising out of the unauthorized works by purchaser or organization without written permission of the promoter and lack of maintenance shall automatically nullify the warranty given hereby.
- (f) The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- (g) That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not

limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

- (h) Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.
- (i) That 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.
- (j) That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing 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.
- (k) **Difference Resolution:** The issue of defect liability shall be firstly referred to the Architect of the Project who shall act as 'Mediator'/'Conciliator' as contemplated by provisions of Arbitration and Conciliation Act, 1996 and in case of amicable non-resolution to the Arbitrator as detailed in para no. 3 (xii) (c) above.

10. **FIXTURE AND FITTING-** 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 apartment as are set out in **Schedule II** hereto.

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

- i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken
- ii) not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- iii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- iv) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- v) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

- viii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- ix) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- x) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xii) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen

and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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

xiv) After conveyance not to object the promoter to carry out balance works of development or the balance works in the entire project as well as to sell the unsold units/ apartments.

xv) **PERMISSIBLE USE-** The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop for carrying on any industry or business. He shall use the parking space, as may be allocated by mutual consent of all the unit holders or by organization, only for purpose of keeping or parking vehicle/s.

xvi) It is expressly given to understand to the purchaser that the warranties against defect liabilities shall be valid and enforceable provided the purchaser and/ or the organization of purchasers comply all the requirements mentioned above strictly.

xvii) In the project multi-storeyed high rise buildings/ wings are under construction and considering to maintain the stability of the building/ wings and internal structures herein specifically informed by the consultant of the promoter not to allow any internal changes. Hence there shall not be any customization permitted inside the said apartment. Changes such as Civil,

Electrical, plumbing etc. shall not be allowed even during construction and till delivery of possession.

xviii) shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.

xix) The responsibility of the promoter regarding title of the land shall be till the final conveyance.

xx) That the allottee 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.

xxi) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee That nothing herein contained shall construe as entitling the allottee any right on any of adjoining, neighbouring or the remaining buildings/ common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

xxii) It is agreed by the purchaser/s that the said Scheme/ Project has been sanctioned by Environmental Authority and Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, Green Belt Development, Wet Garbage Treatment Plant, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the purchasers and organization of purchasers undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of

non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the society and unit holders and the promoters shall never be held responsible for the same.

xxiii) Purchaser/s is/ are aware that the project situates within the limits of Pune Municipal Corporation and promoters shall obtain the water connection as is permissible under DC Rules. However in case of inadequate supply the water shall be required to be procured from other sources such as bore well, purchased water tanker. The purchaser and the Organization of Purchasers shall pay requisite charges to procure adequate water and facilities for storage and supply other than storage facilities provided by the promoter.

12. 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 “**Kiran Samruddhi A**” and building will be denoted by letters or name ‘**Kiran Samruddhi A**’ 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 Allottees/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.

13. SEPARATE ACCOUNT FOR SUMS RECEIVED:-

The Promoter shall after registration of the project with RERA Authority maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity/organisation that may be formed, towards the out goings, legal charges etc.

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

14. ARRANGEMENTS REGARDING PARKING SPACES -

The Purchaser herein proposed to the Developer that, the Parking Space provided as per the plans sanctioned by the Pune Municipal Corporation and which is to be utilized by the unit/Flat purchasers in the said building project i.e. **Kiran Samruddhi A** for parking of their vehicles may be designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by (1) the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchaser the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers. (2) Accordingly a covered/ open parking space has been earmarked for the said flat. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Apex Body / Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only allocation for better management of the parking space amongst all the flat purchasers without any exclusive claim of whatsoever nature over the parking space. Subject to this condition the Developer has agreed to earmark / allocate one car parking space (Open / covered) in the said building project to be used by the Purchaser herein for parking his / her / their vehicle subject to the final conveyance deed of the said property and building constructed therein in favour of the Apex Body / Society of all the flat purchasers in the said building project.

15. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES

SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:-

The allottee hereby agreed to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given (limited) common areas/ facilities, the use of the Common Areas/ Amenities shall be subject to timely payment of total maintenance

charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of matters/ heads that would be covered under the 'maintenance' are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) as detailed in Annexure E herewith.

16. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

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

That the allottees 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 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 for which consideration has been dispensed.

17. WAIVER NOT A LIMITATION TO ENFORCE

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

and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

18. **NON OBSTANTE CLAUSE-** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him.

19. **DISPUTE RESOLUTION:**
 - a) Any dispute/ difference relating to terms of this Agreement shall be firstly referred to Project Architect who shall act as the ‘mediator/ conciliator’;
 - b) The mediator shall call upon parties to submit their written claims, replies ad objections;
 - c) Upon consideration and hearing the mediator shall attempt to resolve the dispute amicably;
 - d) In case of mutual resolution the mediator shall reduce the terms in form of ‘Settlement Agreement’ as provided by provisions of Arbitration and Conciliation Act, 1996;
 - e) In event of absence of consensus the Mediator shall call upon parties to appoint the Arbitrator for resolution of dispute;
 - f) The mediator shall thereafter refer the matter with entire proceedings and his report to Arbitrator mutually consented to by the parties

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment 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 who has taken or agreed to take such Apartment.

However, in the event the mortgage bank compels to create charge on the entire project then in such event the no dues no charge certificate or release letter shall be obtained from such mortgagee bank simultaneous with execution of document creating charge.

21. BINDING EFFECT -

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

22. Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only

conditions valid and basis for which the said unit is agreed to be sold to the allottee.

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

24. That the allottee has not given any third party any rights to enforce this said agreement unless there is formal and legal transfer of the unit/apartment by registered agreement after compliance of all the terms and conditions of this agreement.

25. 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 apartment/plot/building, as the case may be.

26. RIGHT TO AMEND

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

27. 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.

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

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

29. 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.

30. PLACE OF EXECUTION

The execution and registration of this Agreement shall at Pune.

31. The Allottee 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.

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

Name of Allottee :- -----

(Allottee's Address) :- -----

Notified Email ID:-----

Promoter name :- Kiran Creators And Developers
 (Promoter Address) :Sai Krupa Building ,Ground Floor,Prabhat Road,
 Erandwane, Pune-411004.

Notified Email ID: knehete@kirancollectors.com

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

33. JOINT ALLOTTEES

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

34. STAMP DUTY AND REGISTRATION:- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

35. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune Courts will have the jurisdiction for this Agreement

36. DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT

Details of Schedules and Annexures

SCHEDULE	PARTICULARS
Schedule I	Said Project
Schedule II	Said Apartment
Schedule III	Specification

Schedule IV (A)	Common Amenities and Facilities
Schedule IV (B)	Limited Common Areas and facilities
Schedule V (A)	External Development Work
Schedule V (B)	Internal Development Work
Details of Annexures	
Annexure A	Copy of building plans
Annexure B	7/12 extract
Annexure C	Title Certificate
Annexure D	Floor Plan showing said apartment
Annexure E	Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance
Annexure F	Proposed Building Plan
Annexure G	Index II of Sale Deed
Annexure H	RERA Registration Certificate

SCHEDULE I
(of 'SAID ENTIRE PROJECT')

Ownership units project "KIRAN SAMRUDDHI A" in form of single building having parking + 9 floors structure (according to present sanction 40 units and according to proposed development 32 units thus total units 72) upon all that piece and parcel of land are adm. 2212.5 Sq. Mtrs. from and out of Survey No. 293/5 (part) and S. No. 213/5 (part) situated at Village Sus, Taluka Mulshi, District Pune and within the limits of Pune and the said "2212.5 Sq. Mtrs." bounded as under:-

On or towards East : By Road,
 On or towards South : By S No 213 (P),
 On or towards West : By S No 213 (P),

On or towards North : By S No 293 (P),

SCHEDULE II
(of the 'SAID APARTMENT')

Building	"Kiran Samruddhi A"
Flat No.	
Floor No	
Carpet Area	
Sq. Mtrs.	
Sq. Ft.	
Area of adjoining terrace/s	
Sq. Mtrs.	
Sq. Ft.	
Adjoining Dry Balcony Area	
In Sq. Mtrs.	
In Sq. Ft.	
Parking Lot No.	
In Sq. Mtrs.	
In Sq. Ft.	

Schedule III
(Specification)

Structure :-

- RCC frame structure with external 6" thick & internal 4"thick Brick Masonary.

Flooring :-

- Vitrified tiles of 24"x24"with matching skirting in all rooms. Tandoor Tappa in staircase & Paving Blocks/ Trimix Concrete/ checkered tiles in Parking.
- Designer ceramic tiles for terraces.

Windows:-

- M.S. safety Grill & with Marble window seal, powder coated Aluminium sliding windows.

Doors:-

- Decorative ply laminated door frame in all rooms with brass fitting with shutter.

Toilets :-

- Designer anti-skid ceramic flooring and dado up to ceiling level.
- Provision for solar system and exhaust fan.

Kitchen :-

- L-Shape/parallel Granite platform with stainless steel sink with designer tiles dado up to lintel level.
- Provision of exhaust fan.

Plumbing :-

- Internal concealed plumbing with good quality (Jaguar/Mark/Capsu) C.P. fitting.

Electrification:-

- Modular electrical switches with Concealed copper wirings. 3.5 point in each Room & T.V. & Telephone point in Living room.
- Provision of cable T.V.

Painting :-

Internal plaster Neeru Finished with oil bound destemper. External Plaster Sand faced with Cement Paint and oil paint for railing grills.

NOTE: The promoters reserve the rights to change any of the above contents as and when required.

Schedule 'IV (A)'
(Common Amenities and facilities)

Item	Date of Completion
Power backup for lifts and common area lighting.	31/03/2023
Rainwater harvesting, fire fighting system	31/03/2023
Decorative name board and entrance	31/03/2023

lobby.	
Letter box for each flat.	31/03/2023

Schedule IV (B)
(Limited Common Areas and Facilities)

1. Partition walls between the two units shall be limited common property of the said two units.

Schedule 'V (A)'
(External Development works)

Item	Period of completion
31/12/2022	31/03/2023

Schedule 'V (B)'
(Internal Development Works)

Item	Period of completion
Drains	31/03/2023
Tree planting	31/03/2023

ANNEXURE -E

Maintenance items to be provided for maintenance charges to be collected by the promoter between delivery of possession and final conveyance.

Community Hall
Children Park
Water pump
STP
Electrical System

Street light
Common lights, passage lights,
Water Supply
Lift maintenance
Security
Sweeper and cleaning of common areas
Garbage Collection
Common Electricity

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THESE PRESENTS ON THE DAY,
DATE AND PLACE MENTIONED HEREINABOVE.**

**MR. KASHINATH GANESH NEHETE
PROPRIETOR OF
M/S. KIRAN CREATORS AND DEVELOPERS**

PARTY OF FIRST PART

PROMOTERS AND OWNER

1) MR.

PARTY OF SECOND PART

PURCHASER/S

2) MR.

PARTY OF SECOND PART

PURCHASER/S

M/S. ALLIANCE AURO DEVELOPERS
through its partner
(1) MR. BALASAHEB BHAGWAN SASAR,
(2) MR. DILIP BHAGWAN SASAR
Through duly constituted
Power of Attorney Holder
MR. KASHINATH GANESH NEHETE

PROPRIETOR OF

M/S. KIRAN CREATORS AND DEVELOPERS

PARTY OF THIRD PART

CONSNTING PARTY

Witnesses:

1) Sign: _____

Name: _____

Address: _____

2) Sign: _____

Name: _____

Address: _____