

ARTICLES OF AGREEMENT

THIS AGREEMENT TO SELL FLAT IS MADE AND EXECUTED AT
PUNE ON THIS 15th DAY OF JUNE, 2020.

BETWEEN**M/s. PRAKRITI SPACE LLP**

A registered L.L.P. having its office at
C/11, Friends Society, Mundhwa, Pune 411036
Pan no. AAUFP 5129R.

Through its designated partners

1. MR. SUKANTO BHOWAL.

Age: 51 years, Occ: Business.

2. MR. PRAKASH HIRALAL JADHAV

Age: 50 years, Occ: Business

Hereinafter referred to as the "PROMOTER" (which expression shall include the said L.L.P., its executors, administrators and assigns) **PARTY OF THE FIRST PART.**

AND**1. Customer Name**

Hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser/s, his/her/their heirs, executors, successors, shareholders, administrators and assigns) **PARTY OF THE SECOND PART.**

AND**1.MRS. SMITA SATISH KUSMADE.**

Age: 47 years, Occ: Business.

R/at - Vishrantwadi, Pune 15.

Pan no. AQIPK 2145R.

2. MR. VISHNUBHAGWAN @VISHNU JYOTIPRASAD AGARWAL.

Age: 56 years, Occ: Business.

Pan no. AAVPA 6852D.

3.MRS. SARLA VISHNUBHAGWAN AGARWAL.

Age: 53 years, Occ: Business.

Pan no. AEKPA 3249R.

Nos. 2&3 both r/at- Vishrantwadi, Pune 15.

4.MRS. SHOBHA PRAKASH TINGRE.

Age: 60 years, Occ: Business.

Pan no. ATUPT 4344D.

R/at- Vishrantwadi, Pune 15.

All through their Power of Attorney Holder

M/s. PRAKRITI SPACE LLP

A registered L.L.P. having its office at
C/11, Friends Society, Mundhwa, Pune 411036

Through its designated partner

MR. SUKANTO BHOWAL.

Age: 51 years, Occ: Business.

HEREINAFTER referred to as the "**CONSENTING PARTY/OWNERS**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, successor in title, executors, administrators, assigns etc.)... **PARTY OF THE THIRD PART.**

WHEREAS Mr. Maruti Narayan Kakadewas the owner of the land admeasuring 595.66 sq. mtrs. out of the land bearing S. no. 3/5, Dhanori, Tal. Haveli, District Pune totally admeasuring 1 H. 48 Ares.

AND WHEREAS vide registered Sale Deed dt.6/9/2017 registered with the Sub-Registrar Haveli no. 2 at serial no. 6757/17, the said Mr. Maruti Narayan Kakade had subject to the terms of the said Sale Deed dated 6/9/2017 sold the said land admeasuring 595.66 sq. mtrs. out of the land bearing S. no. 3/5, Dhanori, Tal. Haveli, District Pune totally admeasuring 1 H. 48 Ares to the Promoter and accordingly the name of the Promoter is entered upon the 7/12 extract of the said land vide mutation entry bearing no. 2337

AND WHEREAS the Consenting Party herein are the owners of the land admeasuring 0 H. 34 Ares out of the land bearing S. no. 3/8, Dhanori, Tal. Haveli, District Pune totally admeasuring 0 H. 78 Ares.

AND WHEREAS vide registered Development Agreement dt.4/8/2018 registered with the Sub-Registrar Haveli no. 2 at serial no. 6707/18, the Consenting Party had subject to the terms of the said Development Agreement dt.4/8/2018 conferred the development rights of the said land admeasuring 0 H. 34 Ares out of the land bearing S. no. 3/8, Dhanori, Tal. Haveli, District Pune totally admeasuring 0 H. 78 Ares to and/or upon and/or in favour of the Promoter, whereby the Promoter became entitled to develop the said land and construct new building consisting of units upon the said land and to enter into Agreement for Sale thereof with prospective purchaser/s.

AND WHEREAS in the circumstances the Promoter is entitled to develop the lands i.e. land admeasuring 595.66 sq. mtrs. out of the land bearing S. no. 3/5, Dhanori, Tal. Haveli, District Pune totally admeasuring 1 H. 48 Ares and land admeasuring 0 H. 34 Ares out of the land bearing S. no. 3/8, Dhanori, Tal. Haveli, District Pune totally admeasuring 0 H. 78 Ares.

AND WHEREAS the Promoter has amalgamated the said two lands and got the lay-out sanctioned in respect of the same and the building plans thereof from the Pune Municipal Corporation vide permission bearing C.C. dt. 22/7/2019 bearing no. CC/0892/19.

AND WHEREAS as per the said sanctioned layout an area of land admeasuring 239.36 sq. mtrs. out of the said two lands falls under the existing/proposed road widening and after excluding the said area an area of land admeasuring 3755.64 sq. mtrs. remains and the said land admeasuring 3755.64 sq. mtrs. is hereinafter referred to as the '**SAID PROPERTY**' and more particularly described in Schedule I written hereunder.

AND WHEREAS as per the sanctioned lay-out an area of land admeasuring 375.56 sq. mtrs. is earmarked for open space as more particularly ear marked and shown in the said lay-out.

AND WHEREAS the said property includes the land admeasuring 595.66 sq. mtrs. out of the land bearing S. no. 3/5, Dhanori, Tal. Haveli, District Pune totally admeasuring 1 H. 48 Ares which is an approach road as per the said lay-out.

AND WHEREAS the Promoter has got approved from the Pune Municipal Corporation the plans and specifications, elevations, sections and

details of the said Wing/s A, B, upto seven floors and Wing/s D, E & F upto parking to be constructed upon the said property vide Commencement Certificate bearing no. CC/0892/19 dt. 22/7/2019.

AND WHEREAS the N.A. permission for non agricultural use of the said property in respect of the said property has been granted by the Tahsildar, Haveli vide order dt. 5/8/2019 bearing no. NA.SR/267/2019.

AND WHEREAS the Promoter intends to develop the said property described in the schedule I hereunder in phases under the name and style / known as "**Surbhi Mangalam**" [Hereinafter referred to as the " Said Building Project" for the sake of convenience]

AND WHEREAS by the virtue of the said Sale Deed dt. 6/9/2017 and Development Agreement dated 4/8/2018 aforesaid, the Promoter alone has the sole and exclusive right to sell the unit/s in the building/s to be constructed by the Promoter on the said property and to enter into agreement with the purchaser/s of the flats with terrace/s, balcony, covered parking and to receive sale price in respect thereof.

AND WHEREAS the Promoter proposes to utilise entire F.S.I. which is available in respect of the said property and to load the premium/Transferable Development Rights (TDR) permissible in respect of the said property to and/or upon the said property and/or any portion thereof in phases as per the prevailing building by-laws and as may be revised from time to time by Pune Municipal Corporation and/or concerned authority.

AND WHEREAS the Promoter has appointed Architect Cubix of Pune as their Architect and Hansal Parikh & Associates as the Structural Engineer for the preparation of the structural designs and drawings of the said building/s. The Promoter accepts the professional supervision of Architect and the Structural Engineer till the completion of the said building/s but the Promoter herein has reserved the right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.

AND WHEREAS the Purchaser/s demanded from the Promoter, and the Promoter has given inspection to the Purchaser/s of all the documents of title relating to the said property, the said scheme, and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter, and the copies of various orders and / permissions and such other documents as are specified under The Real Estate (Regulation & Development), Act, 2016 (hereinafter referred to as the 'SAID ACT') and rules made there under;

AND WHEREAS the authenticated copy of the 7/12 extract, the authenticated copy of Title Report issued by the Advocate of the Promoter in respect of title of the Promoter to the said property and the copy of the specifications to be provided in the flat agreed to be purchased by the Purchaser/s and approved by the concerned sanctioning authority have been annexed hereto & marked as Annexure "A", "B" and "F" respectively;

AND WHEREAS the Promoter is already developing the said property described in the Schedule I hereunder in phases and the Promoter herein has already commenced the construction of the Wings 'A' & 'B' as Phase I of the said scheme and now intends to develop the Wing 'C' consisting of basement & ground parking + 7 floors and Wings 'D', 'E' & 'F' each presently consisting of basement and ground parking each as sanctioned by the Pune Municipal Corporation as Phase II of the entire scheme to be constructed upon the said property described in schedule I hereunder and the present agreement is confined to the proposed building

F.S.I. area admeasuring about 5250.07 sq. mtrs. of the Wings 'C','D','E' & 'F' only and the Promoter reserve their right to develop the balance portion of the said property in a manner as deemed fit by the Promoter. The said Wings 'C','D','E' & 'F'(hereinafter collectively referred as the 'said building') as sanctioned by the Pune Municipal Corporation is referred to as Phase II of the entire scheme and is more particularly described in Schedule II hereunder. The proposed F.S.I of the said phase may increase or decrease as per the sanctioned building plans.

The Promoter has registered the said Phase II under the provisions of Real Estate (Regulation) and Development Act, 2016 (which hereinafter referred to as said Act) with the Real Estate Regulatory Authority at registration number P52100024754 authenticated copy is attached in Annexure 'G';

AND WHEREAS after the Purchaser's enquiry, the Promoter requested the Purchaser/s to carry out independent necessary search by appointing his/her/their own Advocate and to ask any queries he/she/they had regarding the title and the nature of the title and the Purchaser/s has / have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the said property and therefore, agreed to purchase one flat tenement more particularly described in Schedule III hereunder and shown by floor plan annexed at Annexure - D annexed hereto.

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoter has entered or will enter into similar and/or separate agreement/s with several other person/s and / or party/ies in respect of flats etc. in the said building project and Promoter is going to develop the said property in phase wise manner.

AND WHEREAS the Purchaser/s herein represented, assured and declared that Purchaser/s is/are entitled to and otherwise not debarred or disentitled to acquire the said flat in the said building under the provisions of any law.

AND WHEREAS relying on the Purchaser's representation, declaration and the assurance from the Purchaser/s about his/her/their satisfaction of marketable title and authority of the Promoter, the Promoter herein agreed to sell and the Purchaser/s herein agreed to purchase a flat premises bearing Flat no. in Wing '**C**' admeasuring about sq. mtrs.in carpet area adjoining open balcony admeasuring area sq. mtr in carpet area and situated on the floor of said wing in the said project known as "**Surbhi Mangalam**" situated on the said property described in the schedule I here under along with covered car parking space in the basement/ground floor of the said wing (hereinafter referred to as the "Said Flat" and more particularly described in Schedule III hereunder) at or for the total consideration of Rs.

AND WHEREAS the Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Promoter a sum of Rs. ---

being the part payment and receipt whereof the Promoter doth hereby admit and acknowledge;

AND WHEREAS under the provisions of The Real Estate (Regulation & Development), Act, 2016 and rules made there under, the Promoter is required to execute a written agreement for sale of the said flat

/ unit which is to be constructed in future in favour of the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act within the time limit prescribed in the said Act;

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

1] The parties hereto agree and confirm that the term said property referred in this agreement anywhere agreed and admitted to mean and include:

i) Land admeasuring 3755.64 sq. mtrs. out of the sanctioned layout of land admeasuring 595.66 sq. mtrs. out of the land bearing S. no. 3/5, Dhanori, Tal. Haveli, District Pune totally admeasuring 1 H. 48 Ares and land admeasuring 0 H. 34 Ares out of the land bearing S. no. 3/8, Dhanori, Tal. Haveli, District Pune totally admeasuring 0 H. 78 Ares and more particularly described in Schedule I written hereunder.

ii) Along with the rights to use and utilize present and future F.S.I. /FAR available against the said property described in Schedule I written hereunder, and Premium/Transferable Development Rights available against the land described in Schedule I written hereunder and to use the same elsewhere and use and load the Premium/Transferable Development Rights upon the said property described in Schedule I written hereunder and along with the rights to use and utilise the increased / additional F.S.I. available in respect of the said property described in Schedule I written hereunder as and when the same becomes available due to change in rules, new policies or otherwise.

1.1 OPEN SPACE/S :

Open space means and includes the designated area which is shown or which will be shown as open space in the sanctioned layout / building plan of the said property which is sanctioned and which will be revised by Pune Municipal Corporation from time to time. The said property described in Schedule I hereunder comprises of one open space as shown in the sanctioned lay-out.

1.2 COMMON AMENITIES :

i. Common Amenities means and includes the Purchaser's right to use internal roads, drainage lines, water lines, service lines, open space etc. which will be provided by the Promoter with respect to said property as per the plans sanctioned by Pune Municipal Corporation from time to time and right to use staircase, common passage etc.

ii. Right to use the land appurtenant to the building in which the flat is located.

1.3 INTERNAL ROADS :

The roads and pathways, which are provided in the layout of the said property. The list of common areas and facilities is mentioned in Annexure E written hereunder. It is hereby agreed by the Purchaser that the Promoter alone will be entitled to prepare the plans, designs, and specifications in respect of the common areas and common facilities by appointing the Architects / Designers as may be deemed fit and proper by the Promoter. The designing, planning and execution rights in respect of the common areas and common facilities will be exclusively with the Promoter.

1.4 LAYOUT :

The layout/s sanctioned by Pune Municipal Corporation and which may be revised by Pune Municipal Corporation from time to time as per the

applications made by the Promoter from time to time with respect to the said property.

1.5 THE BODY :

Means one or more body or bodies which may be a Housing Society or a Condominium of Apartment Holders as may be decided by the Promoter at its sole and exclusive decision for different buildings / phase wise societies / Condominium of Apartment Holders in the different building/s and/or such a Body shall be formed by the Promoter for management and maintenance of common amenities plus security and common services etc. with respect to the different buildings / phase wise building/s which will be constructed upon any portions of the land out of the said property, and also includes federal society which will be formed by the Promoter of the societies of different phases in the said building/s.

1.6 SAID PROPERTY :

Said property means rights of the Promoter in the said property and ownership rights in the buildings, which will be constructed upon the said property.

2] CONSIDERATION:

2.1 The Purchaser/s hereby agree/s to purchase/acquire from the Promoter and the Promoter hereby agrees/allots unto the Purchaser/s one flat premises bearing Flat no. --- in Wing "C" admeasuring about --- sq. mtrs. in carpet area adjoining open balcony admeasuring area ---sq. mtrs. in carpet area and situated on the ----floor of the said wing in the scheme known as "**Surbhi Mangalam**" to be constructed on the said property described in the Schedule I hereunder along with one covered car parking in the basement/ground floor of the said wing (hereinafter referred to as the " Said Flat", and more particularly described in Schedule III hereunder and shown by floor plan annexed at Annexure - D annexed hereto) at or for the total consideration of **Rs.-----** which price includes the price of covered car parking situated in the basement/ground floor of the said building and proportionate price of the common areas and facilities appurtenant to the said flat, the nature, extent and description of the common areas and facilities appurtenant to the premises are more particularly described in the Annexure E written hereunder, but the said price does not include the cost of the extra and/or any other specification and amenities provided other than the specification and amenities as described in the Annexure F written hereunder. The above said consideration however, does not include the expenses for stamp duty, LBT (Local Body Tax) / (VAT) Value Added Taxes, G.S.T., Service tax and other taxes, registration charges, and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.

2.2 It is specifically agreed between the parties that this agreement is not a construction agreement or works contract or service agreement. This agreement is sale of flat which is to be constructed upon the said property by the Promoter.

2.3 The Purchaser/s has/have paid **Rs.-----** being the earnest money unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Promoter the balance purchase price of **Rs.-----** within 7 days of the Purchaser/s

receiving the written intimation from the Promoter calling upon the Purchaser/s to make the payment, in the following manner:-

1.-----	Not exceeding 10 % on execution of this presents.
2 -----	Not exceeding 30 % on completion of the plinth/parking slab.
3. Rs. -----	10% on casting of first slab.
4. Rs. -----	10% on casting of third slab.
5. Rs. -----	10% on casting of fifth slab.
6. Rs. ---	10% on casting of seventh slab.
7. Rs. -----	5% on completion of brick work of the said flat.
8. Rs. -----	5% on completion of the tiling work of the said flat.
9. Rs. -----	5% on completion of the plumbing work of the said flat.
10. Rs -----	5% Balance amount on and at the time of delivery of the possession of the said flat to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

=====

Rs. -----

Total.

The flat Purchaser and/or the Promoter shall present this agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof. All the aforesaid payments shall be made by the Purchaser/s by local amount payee cheques, demand drafts, RTGS, NEFT or by any other mode in favour of Prakriti Space LLP.

2.4 It is specifically agreed between the parties that time is essence of the agreement and Purchaser shall pay amounts payable by the Purchaser to the Promoter in time. 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 Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest marginal cost of lending plus 2 % per annum with monthly rests on all the amounts which become due and payable by the Purchaser/s to the Promoter till the date of actual payment. Provided that tender of the principle amounts and interest or tender of the interest and the expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement nor shall it be construed as condonation of the delay by the Promoter.

2.5 The Purchaser hereby agrees to pay the aforesaid installments within 7 days from receipt of intimation of aforesaid payment from the Promoter. The Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise. It is specifically admitted and acknowledged by the Purchaser/s that the Purchaser/s shall not be entitled to withhold the payment of any of the installment/s aforesaid on the ground that the loan proposal of the Purchaser/s has not been sanctioned by the bank and/or any papers/documents in respect of title of

Promoter to the said property and/or any permission in respect of development of the said property etc. have not been furnished by the Promoter to the Purchaser/s.

2.6 It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages / installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. It is hereby agreed that the time for payment as specified above is the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed breach of this agreement. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any which shall be imposed by the concerned authorities at the time of sanctioning the said plans or thereafter, and shall, before handing over the possession of the flat to the Purchaser/s, comply with the legal provisions as may be necessary in that behalf as per applicable rules, laws etc. The Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said flat until the Purchaser/s has / have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

2.7 If at any time, after execution of this agreement the Central Government / State Government / local authority / revenue authority / any other authority / any Court / judicial authority / quasi-judicial authority by way of any statute / rule / regulation / notification / order / judgment / executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / VAT / development charges / betterment charges / education cess/ service tax or any other taxes and levies, penalties etc. and puts in force or shall be in force prospectively or retrospectively, in respect of the said flat or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoter from all such levies, cost and consequences.

2.8 In the event, however if the Promoter is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest as per State Bank of India highest marginal cost of lending plus 2 % per annum with monthly rests from the date of payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by it. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoter in respect of the amount payable by the Purchaser to the Promoter towards the GST/VAT and / or any other tax, duty, charge, premium, installments, levies, cess, surcharge, penalties etc. relating to this transaction.

2.9. The specifications of the standard amenities to be provided by the Promoter to the said flat or to the said building are described in Annexure F hereto and the Purchaser/s shall not be entitled to any extras.

3] TERMINATION OF THE AGREEMENT:

a. If the Promoter fails to abide by the time schedule for completing the project and handing over the said flat to the Purchaser/s, the Promoter agrees to pay to the Purchaser/s who does not intend to withdraw from the project, interest as per State Bank of India highest marginal cost of lending rate plus 2 % per annum with monthly rests on all the amounts paid by the Purchaser/s for every month of delay till the handing over of the possession. The Purchaser/s agrees to pay to the Promoter, interest as specified aforesaid on all the delayed payment which becomes due and payable by the Purchaser/s to the Promoter under the terms of this agreement from the date the said amount is payable by the Purchaser/s to the Promoter.

b. Without prejudice to the right of Promoter to charge interest as above on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoter under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment installments, the Promoter shall at its own option, may terminate this agreement:

c. Provided that, Promoter shall give notice of 15 days in writing to the Purchaser/s, by registered post A.D. at the address provided by the Purchaser/s and/or e-mail at the e-mail address provided by the Purchaser/s of its intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this agreement.

d. Provided further that upon termination of this agreement as aforesaid, after deducting 10% amount of the total consideration towards adjustment and recovery of any administrative expenses and/or any other expenses incurred by the Promoter for such flat as requested by the Purchaser/s or any other amount which may be payable to Promoter, which the Promoter herein is entitled to forfeit the same, the Promoter shall refund to the Purchaser/s within 30 days of the termination the remaining amount of the installments of sale consideration of the said flat which may till then have been paid by the Purchaser/s to the Promoter, excluding the amount of taxes such as VAT, GST and other amounts paid to the concerned authorities and the Promoter herein shall be entitled to deal with the said flat with any prospective buyer.

e. For whatsoever reason if the Purchaser/s herein, desires to terminate this agreement /transaction in respect of the said flat then, the Purchaser/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said flat 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 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 interest subject to deduction of 10% amount of the total consideration paid towards adjustment and recovery of any administrative expenses.

f. It is specifically agreed between the parties hereto that, if the transaction in respect of the said flat between the Promoter and Purchaser/s herein is terminated as stated above written then all the instruments under

whatsoever had executed between the parties hereto or between the Promoter and Purchaser/s herein, in respect of the said flat, shall stand automatically cancelled and either party shall have no right, title, interest or claim against each other except as provided hereinafter.

g. If the Promoter, for any reasons whatsoever, is unable or fails to give possession of the said flat to the Purchaser/s on or before the said date specified in clause 6.1 hereof or before any extended date or dates agreed by and between the parties hereto, the Purchaser/s shall have the option of giving 30 days previous notice in writing to the Promoter calling upon the Promoter to rectify the said breach. The Promoter shall within 30 days from the receipt of said notice either remedy the breach if any on the part of the Promoter in that behalf or terminate the agreement and to refund the Purchaser/s the amounts if any which may have been received by the Promoter from the Purchaser/s under this agreement (which excludes Government charges, Service Tax, Vat, and/or GST if made applicable in the meanwhile, LBT, stamp duty & registration charges and any other government/ semi government/local authority charges etc.) with the interest specified under the said Act till repayment and thereupon neither party shall have any other claim against the other in respect of the said flat or arising under this agreement.

4] OBSERVATIONS OF ALL CONDITIONS IMPOSED BY STATE GOVERNMENT AND LOCAL AUTHORITY:

The Promoter hereby agrees to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable for the same and the consequences arising there from.

5] DISCLOSURE OF TITLE:

The Promoter hereby agrees that before handing over possession of the said flat to the Purchaser/s, and in any event, before execution of deed of conveyance of the said property and ownership rights of the construction carried out on the said property in favour of the Society / Condominium of Apartment Holders, Promoter shall make full and true disclosure of the nature of the title of the said property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all the encumbrances, so as to enable them to convey, to the said Society Condominium of Apartment Holders, such absolute clear and marketable ownership rights in the said property and buildings constructed upon it. Before execution of this agreement the Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has / have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right / authority of the Promoter to enter into this agreement.

6] POSSESSION & DEFECT LIABILITY PERIOD:

6.1 The Promoter shall deliver the possession of the said flat to the Purchaser/s on or before 30th June 2022 after obtaining the completion certificate thereof. If the Promoter fails or neglects to give possession to the Purchaser/s except on account of reasons beyond the control of the Promoter or its agents as mentioned in this agreement, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the flat with simple interest as per State Bank of India highest marginal cost of lending plus 2 % p. a. with monthly rests from the date the Promoter received the sum till the date the amounts and interest thereon is repaid and tendered. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser/s, they shall, subject to the prior encumbrances, if any, be a charge on the said flat.

Provided that the Promoter herein shall be entitled to reasonable extension of time for completing the construction of the said flat in all respect on the aforesaid date, if the completion of the building in which the said flat is situated is delayed on account of :

- a. War, Civil Commotion or Act of God.
- b. Any notice, order, rule, notification of the Government and/ or Public or Competent Authority and/or Court prohibiting to carry out construction.
- c. Any other event beyond control of the Promoter.
- d. Changes in any rules or regulations, bye laws of various statutory bodies and authorities affecting the development and project
- e. Delay in grant of any Completion Certificate / Part Completion Certificate / NOC / permission / license/ connection for installation of any services, such as lifts , electricity, sewage treatment plant, water treatment plant and water connections and meters to the project / Premises / Road or Completion Certificate from Appropriate Authority, delay or default in payment of dues by the Purchaser/s under these present (without prejudice to the right of the Promoter to terminate this agreement under clause mentioned hereinabove),
- f. Delay caused due to additional/extra work to be carried out in the said flat as per the instructions of the Purchaser/s.
- g. In case of any litigation by any person affecting the construction and/or development work on the said property due to injunctive order passed therein restraining the Promoter from carrying out construction and/or development work upon the said property.

In all the above stated events the period of possession will automatically stand extended and the Purchaser/s does hereby agree to the same.

6.2 The Promoter may complete the entire said building or any part or floor or portion thereof and give possession of the said flat therein to the Purchaser/s of such flat and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of the said flat in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to

carry on the remaining work including further and additional construction work of building in which the said flat is, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

6.3 The Purchaser/s shall take possession, within a period of 30 days of the Promoter giving written notice to the Purchaser/s intimating that the said flat is ready for use and occupation.

Provided that if within a period of five years from the date of obtaining Completion Certificate from the competent authority, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the said flat or the building in which the said flat 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 their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

Provided further that it is agreed that the described liability period under the Act shall be deemed to have commenced from the date of obtaining the Occupancy Certificate or from the date on which the Promoter has given the necessary intimation under this clause, to take possession of the said flat, whichever is earlier.

Provided however, it is agreed that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the Purchaser/s shall not be entitled to the warranty regarding the defect liability of the Promoter and the same shall automatically stand extinguished and the Purchaser shall be liable for the consequences thereof.

Provided however that the hairline cracks on the external and internal walls of the building/s /flats excluding the RCC structure which occur due to the variations in temperature would not be treated as the structural defect and the same cannot be attributed towards bad workmanship or structural defect and the Purchaser/s shall not raise any claim in respect of the same.

6.4. It is agreed by and between the parties that under no circumstances possession of the said flat shall be given to the Purchaser/s unless and until all the payments required to be made on the part of the Purchaser/s has been made by the Purchaser/s to the Promoter.

6.5. In the event it becomes impossible for the Promoter to implement the project due to above referred conditions then the allotment made and this agreement shall stand terminated and the Promoter shall refund without interest to the Purchaser/s the entire amount received by the Promoter within 30 days thereafter and after refund of the money to the Purchaser/s, the Purchaser/s shall not have any right, claim against the Promoter and the Promoter shall be released and discharged from and liabilities under this agreement.

6.6. After obtaining the completion certificate from the competent authority, the Promoter shall issue within seven days of the completion

certificate written notice to the Purchaser/s that the said flat is ready for the occupation and the Purchaser/s shall take possession of the said flat within 15 days after receiving of written notice from the Promoter which shall be sent on address given in this agreement and on the Purchaser/s paying all the amount of consideration and other dues and amounts agreed to be paid under this agreement, the Promoter shall deliver the physical possession of the said flat to the Purchaser/s. In case Purchaser/s fails to take the possession within the said period, the Purchaser/s shall be liable to pay maintenance charges, taxes and all other outgoings relating to the said flat from the expiry of the 15 days, however, it does not preclude the Promoter to terminate the agreement for non-payment of the dues as well as on the ground that the Purchaser/s has failed to perform the obligations and conditions undertaken under this agreement by the Purchaser/s.

6.7. At the time of taking possession of the said flat the Purchaser/s shall also execute such other document such as supplementary agreement with possession, possession receipt, indemnity declaration, undertaking, supplementary agreement etc., as might be required by the Promoter.

6.8. In the event the building is completed and completion certificate thereof is obtained by the Promoter and the Promoter is in a position to deliver the physical possession of the said flat to the Purchaser/s earlier than agreed between the parties, the Purchaser/s shall accept the possession of the said flat without claiming any discount for early payment to be made by the Purchaser/s to the Promoter.

6.9 The sanctioned covered parking spaces in the said scheme are lesser in number than the sanctioned units as a result whereof the Promoter is unable to provide to each flat purchaser a separate covered parking. Considering the same the proposed society and/or organization in order to maintain harmony within the flat purchasers in the said building, shall allot on such terms and conditions as it deems fit parking spaces in the open to flat purchasers who have not acquired covered parking spaces as a result of shortage of sanctioned covered parking spaces and the Purchaser/s shall not object to the said allotment.

7] USE OF F.S.I.:

7.1 The Promoter hereby declares that the Floor Space Index available with respect to said property is approximately about 3843 sq. mtrs. plus F.S.I. [FAR] by way of premium/T.D.R. or otherwise available to the Promoter before the conveyance is executed with respect to said property in favour of Federal society or the societies of phases. It is further clarified that the Promoter has right to use the maximum premium/Transferable Development Rights upon the said property as may be permissible as per the building byelaws of Pune Municipal Corporation

7.2 It is specifically agreed that due to change in Pune Municipal Corporation development control rules, or new policies, rules coming into force if any additional F.S.I. is available in respect of the said property then the Promoter has exclusive right to use such additional F.S.I. for the sole benefit of the Promoter. The Purchaser/s hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Promoter using additional F.S.I./T,D,R./premium without materially & adversely affecting the area of the said flat, and the Purchaser shall not have any right to object for such additional construction which will be carried out by the Promoter in future.

7.3 Promoter hereby declares that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter, however, declares that the Promoter is entitled to get the said scheme on the said property or any portion out of the said property modified and/or revised from Pune Municipal Corporation. Any premium/F.S.I. (FAR) by way of T.D.R./premium and/or the additional or residual F.A.R. (F.S.I.) in respect of the said property, will be available to the Promoter who may utilise the same as they may deem fit and proper. The Promoter are also fully entitled to consume any additional F.S.I./FAR if the same becomes available for construction on the said property and construct additional tenements. The Purchaser/s and/or the ultimate common organisation of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F.S.I. (FAR) and/or the benefits thereof. In this agreement the work F.S.I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

7.4 The Promoter shall be entitled to consume upon the said property any part of the FSI available in respect of internal road shown in the lay-out as mentioned aforesaid.

7.5. The building plans in respect of the Wings 'D', 'E' & 'F' of the said scheme are presently sanctioned upto basement and ground floor only. The Promoter in due course of time shall get the revised building plans sanctioned of the upper floors of the said Wings 'D', 'E' & 'F' by acquiring T.D.R./premium and consuming the same upon the upper floors of the Wings 'D', 'E' & 'F'. On the sanctioning of the revised building plans as aforesaid, the Promoter shall be entitled to construct additional floors upon the said Wings 'D', 'E' & 'F' as per the sanctioned revised plans and the Promoter shall be entitled to sell the units so constructed in Wings 'D', 'E' & 'F' to third person/s and appropriate to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of the flats in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The Purchaser/s and/or the ultimate common organisation of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F.S.I. (FAR) and/or the benefits thereof. That the Promoter shall be entitled to develop the said property in phase wise manner, fully by constructing and/or making additions in the said building and/or by constructing additional buildings/floors/ structures so as to avail of the full F.S.I. including premium/TDR F.S.I permissible at present or in future for the said property, which may be available on the said property / and the said property otherwise howsoever and including putting up any "additional construction" as mentioned above

8] RIGHTS OF THE PROMOTER TO DEVELOP THE SAID PROPERTY :

8.1 Promoter hereby declares that Promoter is going to develop said property in phase wise manner. Promoter hereby declares that the development of the said property will be completed by the Promoter in due course of time after obtaining all the sanctions and permissions / approvals for the development of the said property.

8.2 The Promoter herein has obtained sanction of the building/s plan/s to be or constructed on the said property and the Promoter herein shall construct the said building on the said property in accordance with the

plans, designs, specifications, revised plans approved by Pune Municipal Corporation and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by Pune Municipal Corporation to be made in them or any of them.

8.3 The Purchaser hereby gives his / her / their irrevocable consent to the Promoter herein and the Promoter herein shall be entitled to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which are under construction or to be constructed on the said property, and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or government or any officer of any local authority or Promoter.

PROVIDED further that the Purchaser/s hereby give/s and accords his / her / their full consent for any other revision / change / alterations / modifications by the Promoter in the plans and/or Sub-division or amalgamation of plans and alterations or additions in the structure of the building including reducing or enhancing the number of floors of the said building/s and/or construction of additional floor/flats and/or addition extension of any building.

8.4 The Promoter alone shall have full rights of disposal/ alienation / transfer of units / flats and other construction/s resulting from the said residual/additional F.S.I. /FAR and the purchasers/acquirers of the said flats/tenements etc. shall be entitled to get membership and admission into the Society/ Condominium of Apartment Holders upon the necessary instruction/nomination from the Promoter.

8.5 The Purchaser/s hereby grant/s his/her/their irrevocable power and consent to the Promoter and agrees:-

a. That the Promoter alone shall be entitled to all F.S.I. in respect of the said property whether available at present or in future including the balance F.S.I. in respect of the said property, the additional F.S.I. available under applicable rules from time to time and/or by any special concession, modification of present rules and regulations granting, due to change in policies, new rules/policies being made applicable.

b. That the Purchaser/s and/or Society / Condominium of Apartment Holders of all the flat purchasers will not be entitled in any circumstances, to any F.S.I. in respect of the said property or benefits of any additional F.S.I. / FAR nor shall they have any right to consume the same in any manner whatsoever.

c. That the Promoter shall be entitled to develop the said property in phase wise manner, fully by constructing and/or making additions in the said building and/or by constructing additional buildings/floors/ structures so as to avail of the full F.S.I. permissible at present or in future for the said property, which may be available on the said property / and the said property otherwise howsoever and including putting up any "additional construction" as mentioned above, and Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of the flats in such building or buildings and/or their common organisation having any claim thereto or to any part thereof. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell,

transfer etc. the same in manner the Promoter may deem fit and proper. The Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above. The Promoter shall be entitled to consume such F.S.I. by carrying out additional construction and/or by way of extension of any structure. The document vesting the title of the said portion, building, etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.

d. To admit without any objection the persons who are allotted flats/s by the Promoter as members of the proposed Society / Condominium of Apartment Holders and in the event such body is registered before all flats including flats of extended / annexed buildings are sold by the Promoter.

e. Not to raise any objection or interfere with the rights of the Promoter reserved hereunder, and in case of any unwarranted and unjustified interference claim or objection, to indemnify all and whatsoever loss or damage suffered by the Promoter.

f. To execute, if any further or other writings, documents, consents, etc. as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto.

g. To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Purchaser/s, which the Promoter in their absolute discretion deem fit for putting into complete effect the provisions of this agreement.

h. The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building is handed over to the Society/ Condominium of Apartment Holders and vesting document is executed. The aforesaid covenants or such of them as the Promoter may deem fit will be incorporated in the vesting document and they shall run with the property.

i. The Purchaser shall not object to nor shall cause obstruction in any manner in the development/construction work carried out by the Promoter in any of the phases of the said property. In the event the Purchaser causes such obstruction/s as a result whereof the construction and/or development work of the Promoter in any of the phases of the said property is stopped and/or hindered in any manner and/or the Promoter suffers financial loss because of the same, the Purchaser shall be liable for all his/her/their such act/s and shall be responsible to re-imburse the Promoter for the loss suffered by the Promoter as a result of such act of commission and/or omission on the part of the Purchaser.

j. The Promoter shall be entitled to amalgamate the said property with any other adjoining property for development purpose. The Promoter shall further be entitled to grant right of way to any person/s through the internal roads of the said property for the purpose of ingress and egress etc and the Purchaser shall not object to the same in any manner.

8.6 The Promoter shall be entitled to make additions, alterations or put up any additional structures as may be approved by the local authority or any other Competent Authority so as to consume entire available F.S.I. in respect of the said property on the said property prior to and even after the registration of the Society / Condominium of Apartment Holders on the said property, by carrying out construction. Such additions, structures or floor shall be the property of the Promoter and the Promoter will be entitled to

dispose off the same in any manner as they deem fit without adversely affecting the said flat of the Purchaser/s. The Promoter shall have the right without affecting the said flat described in schedule III hereunder to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion. The revision / modification / changes in respect of such additions / alterations etc. shall be binding on the Purchaser/s and the Purchaser/s shall not be entitled to claim any damages or compensation from the Promoter.

8.7 The Promoter shall be entitled to enter into agreements with other Purchasers on such terms and conditions as the Promoter may deem fit or alter the terms and conditions of the agreements already entered into by the Promoter with other Purchasers, if any, without affecting or prejudicing the rights of the Purchaser/s under this agreement in respect of the said flat.

8.8. It is expressly understood by the Purchaser that the Promoter shall be developing the said property in phases and that the Promoter herein now intends to develop the Wings 'C', 'D', 'E' & 'F' as sanctioned by the Pune Municipal Corporation as Phase II of the entire scheme to be constructed upon the said property described in schedule I hereunder and the present agreement is confined to the proposed building F.S.I. admeasuring about 1407.07 sq. mtrs. only of the Wings 'C' and the rights accrued to the Purchaser under the terms of this agreement shall be confined to the Wings 'C', 'D', 'E' & 'F' in Phase II only and the Purchaser excepting the right to the common area and facilities mentioned in Annexure E to this agreement shall not have any claim and/or right in the balance land out of the said property described in Schedule I hereunder and/or the structure thereon.

That the Purchaser/ has been made aware and the Purchaser/ expressly agrees that the regular wear and tear of the Apartment/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 10 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

In case of cracks appearing on internal/external walls due to the climatic variation, the Promoters/Owners shall not take any responsibility for the same. In case of leakage the Promoters/Owners shall not be asked for repainting or compensation for other damages like material, time, inconvenience etc.

9] MAINTENANCE:

Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that the said flat is ready for use and occupation, the flat Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings in respect of the said property and building/s, namely, local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government, water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society / Condominium of Apartment Holders is formed and the said property and building/s transferred to it, the Purchaser/s shall pay to the Promoter and / or any other third party / person / company/organisation appointed by the

Promoter for the said purposes such proportionate share of outgoings as may be determined towards provisional monthly contribution of Rs.3500/- per month towards the said outgoings. At the time of receiving possession of the said unit the Purchaser/s shall pay to the Promoter maintenance charges for 24 months in advance in respect of the said unit. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Promoter shall not be liable to pay maintenance amount in respect of any unsold flat/s. In the event of delay on the part of the Purchaser to pay the Purchaser's share of the monthly contribution amount, then in such case the Promoter will be entitled to charge an interest at the rate as per State Bank of India highest marginal cost of lending plus 2 % p. a. with monthly rests for the delayed period in making the payment of the said monthly contribution. It is specifically acknowledged by the Purchaser/s that the Promoter shall maintain the said project only out of the advance amount received by the Promoter from the Purchaser/s as aforesaid towards maintenance charges and the Promoter has the sole right to discontinue the maintenance in the event the said amount of maintenance charges is exhausted by giving 30 days prior notice to the flat purchaser/s and/or proposed society.

The Promoter shall maintain a separate account in respect of sums received as aforesaid by the Promoter from the Purchaser/s 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 outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

10] OBLIGATIONS OF THE PURCHASER:

10.1 The Purchaser/s shall use the flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

10.2 The Purchaser/s along with other purchasers of flats in the building shall join in forming and registering the Society/Condominium of Apartment Holders to be formed and registered by the Promoter as per their own convenience, and in their absolute discretion, and shall file from time to time and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society/Condominium of Apartment Holders and for becoming a member/s, including the bye-laws of the proposed Co-operative Society/Condominium of Apartment Holders and duly fill in, sign and return to the Promoter within time limit prescribed by and as contemplated under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 and the rules made thereunder. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, unless it is required by the Registrar or any other Competent Authority. The Purchaser/s shall do all acts, deeds and things that are necessary for getting the conveyance of the said property executed and the Society / Condominium of Apartment Holders, formed and registered.

10.3 Upon formation of such Society / Condominium of Apartment Holders such body shall be liable besides the Purchaser and other purchasers of different flats, for any lien or claim or demand which the Promoter may have in respect of the said flat hereby agreed to be purchased and other flats in the said building. The Purchaser/s hereby agree/s and binds himself/herself/themselves to do and execute all acts, matters, things, deeds and documents which the Promoter may require to be executed to enforce the obligations envisaged in this clause the Society/Condominium of Apartment Holders. The failure on the part of the Purchaser/s to observe and perform obligation under this clause when called upon to do so by the Promoter shall entitle the Promoter to rescind this agreement and the consequences or rescission herein provided shall follow.

10.4 The Purchaser/s is/are aware that the building plans are sanctioned by Pune Municipal Corporation and as such F.S.I. that may be consumed while constructing the said building on the portion of the said property may be more or less than the area of the said portion and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open spaces etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion.

10.5 The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the said property, and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

10.6 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of flat etc. in the said property on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.

10.7 The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the flat/s in the said building may come, doth hereby covenant with the Promoter as follows :-

- a) To maintain the said flat at Purchaser's own cost in good tenable repair and condition from the date of possession of the said flat is taken and shall not do or suffer to be done anything in or to the building in which the said flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the said flat is situated and the said flat itself or any part thereof.
- b) Not to store in the said flat/building/surrounding area 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 said flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may

damage or likely to damage the staircase, common passages or any other structure of building in which the said flat is situated, including entrances of building in which the said flat is situated and in case any damage is caused to the building in which the said flat is situated or the said flat on account of negligence or default of the Purchaser/s in that behalf, the Purchaser/s shall be liable for the consequences of the breach.

- c) To carry at his/her/their own costs all the internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said flat is situated or the said flat which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said flat is situated and shall keep the portion, sewers, drains, pipes in the said flat and 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 said flat is situated and shall not chisel or in any other manner caused damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said flat without the prior written permission of the Promoter and/or the Society / Condominium of Apartment Holders as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property and the building in which the said flat is situated.
- g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said flat is situated.
- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the said flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this agreement or part with the possession of the said flat until all the dues payable by the Purchaser/s to the Promoter under this agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement

and until the Purchaser/s has/have intimated in writing to the Promoter and obtained prior written permission from the Promoter for the same.

- j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society/Condominium of Apartment Holders 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 flats 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 Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Condominium of Apartment Holders regarding the occupation and use of the said flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.
- k) Till a conveyance of building in which the said flat is situated and deed of conveyance of the land and buildings constructed upon it is executed, the Purchaser/s 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 property and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the said property/building/flat even after the Purchaser/s is/are put into possession of the said flat, during the statutory defect liability period.

10.8 A declaration that the Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises and a declaration that the access and user of light and air to and for the flat purchased by the Purchaser/s for any structure, erection for building for the time being erected and standing therein from and over the neighbouring premises of the Promoter is enjoyed under the express consent of the Promoter.

10.9 The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said property and the said building/s to be constructed thereon is impartable and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said flat in favour of the Purchaser/s.

10.10 The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for setback/reservation and claim the F. S. I. and compensation available for areas under road/notified reservation.

10.11 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter shall be constructing building/s on the said property in phases and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction work thereon in any manner

10.12 The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the

common service connections and other paraphernalia situated within the said property.

10.13 The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him / her / them in all matters regarding property tax assessment and reassessment before the concerned local authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the final conveyance deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of Pune Municipal Corporation, Collectorate, road, water, building tax assessment departments, government & semi-government, M.S.E.D.C.L. etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

10.14 The Purchaser/s hereby authorises and allows the Promoter to represent him/her/them for changing the position of roads, open spaces, parking lots, other common amenities, staircases, lobbies, underground/over ground water tanks, transformers, garbage, dust bins, septic tank, sewage lines, water lines etc. as per the Pune Municipal Corporation requirement and the Purchaser/s will not take any objection for the same.

11] FORMATION OF THE SOCIETY / CONDOMINIUM / BODY:

It is agreed that for convenience administrative or otherwise, the Promoter shall be at liberty or entitled to:

i) Promoter shall have option to form separate co-operative society for each wing for maintenance of buildings and open spaces allocated for the building or form one society of all the wings.

ii) The Promoter may register a separate society in respect of each Wings 'C','D','E' & 'F' or register one society of the Wings 'C','D','E' & 'F'. The Promoter shall have the option to form Apex Body of all the flat purchasers of the said property by forming Federal society of all the co-operative societies of each building. It is specifically agreed by the Purchaser that if the Promoter has decided to form one or more co-operative societies, then in that case, decision of the Promoter will be final and binding upon the purchaser.

iii) Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.

12] CONVEYANCE:

12.1 The Purchaser/s alongwith other purchaser/s of the flats, etc. in the said scheme or in the said building shall join in forming and registering the society and also from time to time sign and execute all the applications for registration and / or membership and other papers and documents necessary for the formation and registration of the society including the bye-laws and duly fill in, sign and return to the Promoter within fifteen days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register within the prescribed time the organization of the tenement holders being either a society as contemplated under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 and on the Purchaser/s failing and/or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoter, the Promoter shall not be liable for any delay in the formation of the society or condominium or limited company. No objection shall be taken by the

Purchaser/s if any changes or modifications are made in the draft byelaws of society or condominium or limited company by the Registrar of Co-operative Society or the Registrar of the Company or any other Competent Authority as the case may be. The Promoter shall have the sole discretion and authority to decide as regards the formation and nature of the ultimate organization either being a society or condominium or limited company.

The Promoter shall execute the deed of conveyance in respect of structure/plinth area of the Wings 'C','D','E' & 'F' i.e. Phase II as contemplated under the said Act in favour of aforesaid society within four months from date of receipt of completion certificate of the Wings 'C','D','E' & 'F' or execute individual deed of conveyance in respect of structure/plinth area of the concerned Wings 'C','D','E' & 'F' of Phase II as contemplated under the said Act in favour of concerned society within four months from date of receipt of completion certificate of the concerned wing.

The Promoter shall convey the said property described in the Schedule I hereunder and the building/s thereon in favour of the ultimate organization of unit purchaser/s after four months from the grant of completion certificate of the last building in the entire project and sale of all tenements in the entire project and after all amounts are received by the Promoter from the tenement purchasers.

12.2 It is specifically agreed and declared that the deed of conveyance of the said property and buildings constructed upon the said property in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

i) A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii) A declaration that the Promoter has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.

iii) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said flat hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential flats / units etc. purchased by the Purchaser/s is enjoyed under the express consent of the Promoter.

12.3 The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be executed in pursuance of this agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid ultimate/apex body, permissions and/or sanctions under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable therefor as well as the costs of preparing engrossing, stamping

and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this agreement required to be executed by the Promoter and/or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the ultimate/apex body or proportionately by all the purchaser/s of flats in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him / her / it / them immediately on demand.

13] OTHER COVENANTS:

13.1 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 or of the said property and building/s or any part thereof unless proper conveyance of the said property and ownership of buildings constructed upon it is executed by the Promoter in favour of Association / society / company of the flat / Unit purchasers. The Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold to him.

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

13.3 The Promoter shall have a first charge and lien on the said flat in respect of any amount payable by the Purchaser/s to the Promoter under the terms and conditions of this agreement.

13.4 The Promoter excluding the said flat shall be entitled to create encumbrance over the said property or lease, allot, give on license any portion of the said property to any Government / Semi Government Authorities / Local Authority / M.S.D.E.C.L., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance in any manner whatsoever in respect of the same.

13.5 The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.

13.6 The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said flat by the Promoter to the Purchaser herein, it will always be presumed that the Promoter had discharged and performed all its obligations (except formation of proposed society or Association of Apartment and conveyance, as stated hereto before, in favour of such society or Association of Apartment in which the Purchaser/s herein will be member in respect of the said flat) under this agreement and as well as under the provisions of The Real Estate (Regulation & Redevelopment) Act, 2016 and the rules made thereunder. The Purchaser/s shall before receiving possession as aforesaid of the said flat confirm the final carpet area subject to variation of 3%. If the area differs more than 3% either way, the Promoter and/or the Purchaser/s shall re-

imburse and/or pay the differential amount as per the agreement to the other party.

13.7 It is further agreed by and between the parties that the construction of the common areas and facilities to be provided by the Promoter as per Annexure 'E' to this agreement shall be completed and provided by the Promoter after completion of all the wings in the said project and the Purchaser/s shall not raise any objection and/or dispute for the same.

13.8 The Promoter shall be applying to the concerned authorities for water connections and electricity meters for the said project. In case there is delay and shortage in obtaining the water, electricity connection from the concerned authorities, the Promoter in such event may provide water and electricity through other temporary arrangements and the same shall not be treated as a defect or deficiency in service of the part of the Promoter and the Promoter shall not be responsible for the same. The Purchaser/s hereby consents for such temporary arrangement made by the Promoter and the Promoter shall be entitled to deduct the expenses incurred for the same along with taxes from the temporary maintenance charges paid by the purchaser/s to the Promoter. In case of short of water supply, the Purchaser/s shall also be liable to contribute proportionately for the payment for arrangement of water made either through tanker or otherwise.

14] NAME OF THE PROJECT:

The name of the Project will be "**SURBHI MANGALAM**". The Purchaser's Co-operative Society/ Limited Company Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said flat is situated in the same position only as the Promoter constructs and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other purchaser/s of the other flats desire/s to put any grills or any windows on other places and/or desires to put air conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

15] NOTICE:

That all notices to be served on the Purchaser/s and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by registered post and/or on the e-mail address specified below:

Promoter - M/s. Prakriti Space LLP
 Address - C/11, Friends Society, Mundhwa, Pune 411036.
 e-mail - Prakritiagriculture@gmail.com
 e-mail - -----

The Purchaser/s and the Promoter shall inform each other of any change in address subsequent to the execution of this agreement in the above address by registered post / on e-mail, failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Purchaser/s, as the case may be.

16] APPLICABILITY OF THE REAL ESTATE (REGULATION & REDEVELOPMENT) ACT, 2016.

This agreement shall always be subject to the provision contained in The Real Estate (Regulation & Redevelopment) Act, 2016 and rules, amendments made there under from time to time.

17] TAX DEDUCTED AT SOURCE:

Provided that, any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this agreement shall be acknowledged/credited by the Promoter, only upon Purchaser/s submitting original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.

Provided further, that at the time of handing over the possession of the said flat if such Certificate of TDS is not produced to the Promoter, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Promoter and which deposit shall be refunded by the Promoter on the Purchaser/s producing/furnishing such certificate within 4 (four) months of the possession of the said flat being handed over after obtaining completion certificate. Provided further that in case the Purchaser/s fail/s to produce such TDS certificate within the stipulated period of 4 (four) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser/s.

18] BROCHURE/ADVERTISING MATERIAL:

It is specifically acknowledged by the Purchaser/s that the Purchaser/s has purchased the said flat from the Promoter on the basis of the specifications, plans, layout, amenities, and all other details regarding the said flat/project communicated and disclosed by the Promoter to the Purchaser/s and mentioned in this agreement. The Purchaser/s hereby further acknowledges that the Purchaser/s is not influenced and/or the Purchaser/s has not acted upon the advertising material seen by the Purchaser/s prior to the execution of this agreement in respect of the said flat/project.

19] STAMP DUTY & REGISTRATION:

19.1 The Purchaser/s shall present this agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

19.2 Before execution of deed of conveyance of the said property and the building constructed upon it, the Purchaser/s shall pay to the Promoter the Purchaser's share of stamp duty and the registration charges payable as per prevailing market rate required to be paid under the provisions of the Maharashtra Stamp Act 1958 and the amendments thereto and the Indian Registration Act 1908, by the said Society / Condominium of Apartment Holders, on the conveyance or any document or instrument of transfer in respect of the said property and the building/s to be executed in favour of the Society / Condominium of Apartment Holders.

19.3 The consideration of the said flat as agreed between the Promoter and the Purchaser herein is as per the prevailing market rate in the locality, which is the true and fair market value of the said flat. The Purchaser/s

herein has/have paid stamp duty of Rs. -----/- (Rupees ----- Only) and shall pay the appropriate registration fees. The Purchaser hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance which is to be executed by the Promoter herein in favour the of the proposed Society in which the Purchaser will be the member in respect of the said flat. If additional stamp duty and/or registration fee is required to be paid at any time or at the time of the conveyance the same shall be paid by the Purchaser only.

**SCHEDULE – I
(THE SAID PROPERTY)**

All that piece and parcel of land admeasuring 3755.64 sq. mtrs. out of the sanctioned layout of land admeasuring 595.66 sq. mtrs. out of the land bearing S. no. 3/5, Dhanori, Tal. Haveli, District Pune totally admeasuring 1 H. 48 Ares and land admeasuring 0 H. 34 Ares out of the land bearing S. no. 3/8, Dhanori, Tal. Haveli, District Pune totally admeasuring 0 H. 78 Ares and both situated within the limits of Pune Municipal Corporation and within the jurisdiction of Sub registrar, Haveli and bounded as follows:-

On or towards East - By Border Society.

On or towards South - By Sr No 3/5.

On or towards West - By Road.

On or towards North - By Sr No 3/7.

**SCHEDULE – II
[PHASE II]**

Wing 'C' having F.S.I. admeasuring 1407.07 sq. mtrs., Wing 'D' having proposed F.S.I. admeasuring 1407.07 sq. mtrs. ,Wing 'E' having proposed F.S.I. admeasuring 1026.97 sq. mtrs. Wing 'F' having proposed F.S.I. admeasuring 1408.96 sq. mtrs. together having proposed F.S.I. admeasuring 5250.07 sq. mtrs. or thereabout as sanctioned/to be sanctioned by the Pune Municipal Corporation to be constructed upon a portion of land out of the said property described in schedule I.

**SCHEDULE - III
[THE SAID FLAT]**

Flat premises bearing Flat no. --- in Wing 'C' admeasuring about ---- sq. mtrs. in carpet area and adjoining open balcony admeasuring about -- sq. mtrs. in carpet area and situated on the ---- floor of the said wing in the scheme known as '**Surbhi Mangalam**' to be constructed upon the said property described in Schedule 'I' hereinabove alongwith covered car parking space in the basement/ground floor of the said wing.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS
AND SEALS ON THE 15th DAY MONTH JUNE AND THE YEAR FIRST
2020 HEREIN ABOVE WRITTEN.**

Witnesses

1.

1.

2.

PROMOTER.

CONSENTING PARTY.

2.

PURCHASER.

ANNEXURE - E
COMMON AREAS AND FACILITIES

ANNEXURE - F
SPECIFICATIONS AND AMENITIES