

DRAFT AFS FOR BALANCE ONGOING WINGS

AGREEMENT

SNOWFLOWER PROPERTIES PVT. LTD.

PROJECT : “THREE JEWELS”

KONDHWA BUDRUK, PUNE

APARTMENT _____ ON _____ FLOOR.

1. MR.

2. MRS.

Mobile No.

DRAFT AFS FOR BALANCE ONGOING WINGS

A G R E E M E N T

These Articles of Agreement made and executed at Pune
on this _____ day of _____ 2023.

B E T W E E N

SNOWFLOWER PROPERTIES PVT. LTD. (PAN: AAMCS4929H)
(CIN:U45202PN2008PTC132206)

A Private Limited Company incorporated under
Indian Companies Act 1956, having its Office
At : 2nd Floor, "City Point" Building,
17 Boat Club Road, Pune – 411 001.

Through its Authorized Signatory

Mr. Nelson Misquith

Age: Adult, Occupation: Service

Appointed as per Board Resolution dated 06/02/2014.

----- Hereinafter called 'THE PROMOTER'

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said Company, it's successors in title, it's receivers, official liquidators, or the Company or Companies, in which the said Company may be merged or amalgamated)

A N D

1. MR. _____ (PAN NO. _____)

Age : _____ YEARS

Occupation : _____

2. MRS. _____ (PAN NO. _____)

Age : _____ YEARS

Occupation : _____

BOTH RESIDING AT: _____
_____.

.....Hereinafter called "THE ALLOTTEE/S"

(Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their legal heirs, executors, administrators & assigns.)

A N D

M/S. JAIRAJ DEVELOPERS UNIT 11(PAN : AAIFJ3848D)

(A registered Partnership Firm (LLP) having
its Place of Business at: 759/3A

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Bhandarkar Road, Adjacent PYC Gymkhana,
Pune – 411 004.through its Power of Attorney
Holder - SNOWFLOWER PROPERTIES PVT. LTD.
Through its Authorized Signatory
Mr. Nelson Misquith
Age: Adult, Occupation : Service
Appointed as per Board Resolution dated 06/02/2014.

.....Hereinafter called “THE CONSENTING PARTY”

(Which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in title and assigns)

- A. **WHEREAS** the Consenting Party is the sole and absolute Owner of property bearing Survey No.43/1B/44/45/2 area admeasuring 4357.64 sq.mtrs. (Amenity Space), Survey No.43/1B/44/45/4 area admeasuring 23763.10sq.mtrs. (D.P. Road), area admeasuring9840.75 sq.mtrs. out of Survey No. 43/1B/44/45/5 admeasuring 15440.75sq.mtrs. (Open Space), Survey No.43/1B/44/45/6 area admeasuring 3278.33sq.mtrs. (Internal Road), Survey No. 43/1B/44/45/7 area admeasuring 605.00sq.mtrs. (Transformer Area), Survey No. 43/1B/44/45/B area admeasuring 5695.22sq.mtrs. (Plot B) and area admeasuring 77743.96 sq.mtrs. out of Survey No. 43/1B/44/45/A admeasuring 128143.96sq.mtrs. (Plot A) totally admeasuring 12 Hectare 52.84 Ares i.e. 125284.00 sq.mtrs. lying, being and situated at Village Kondhwa Budruk, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation Pune, which is more particularly described in the **First Schedule** written hereunder as ‘**the Larger Land**’ and marked as **Annexure A** (Sanctioned Layout);
- B. The Consenting Party agreed to sell the said property to the Promoter and executed Agreement of Sale cum Development on 31st January 2014, which is registered at the Office of Sub-Registrar, Haveli 15 at Sr. no. 861/14. The Consenting Party has also executed a General Power of Attorney in favour of the Promoter on the same day for enabling the Promoter to develop the said property and construct Wings/Building thereon and to sell all kind of proposed super structures to the prospective Allottee/s thereof which is also registered at the Office of Sub-Registrar Haveli No.15 at Sr.No. 862/14;
- C. **AND WHEREAS** the above referred original transaction which had taken place as per Development Agreement dated 31/01/2014 was renegotiated between the Promoter and Consenting Party and it is now mutually decided that the Promoter shall construct only 14,48,706 sq. ft. saleable built-up (carpet + 30%) area instead of earlier agreed 20,00,000 sq. ft. saleable built-up area, on the portion of land admeasuring 56,300 sq. mtrs. out of the larger land described in the First Schedule and which is now more particularly described in the Second Schedule written hereunder. Accordingly

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Supplementary Development Agreement and General Power of Attorney was executed on 31/07/2017, which is registered at the Office of Sub-Registrar, Haveli No. 25 at Sr.Nos.9408/2017 & 9409/2017 respectively;

- D. The Promoter intends to construct Residential cum Shopping Complex in stages as per the sanctioned layout, under the name and style “THREE JEWELS” (Project) on an area admeasuring 56,300 sq. mtrs. more particularly described in the Second Schedule (“**Project Land**”) written hereunder and shown by red colour boundary line on the plan annexed hereto and marked as Annexure ‘A’;
- E. The Promoter alone has got absolute right and full power to develop the Project Land described in the Second Schedule and construct Wings/Building thereon;
- F. The Promoter has submitted layout and building plan in respect of the said property described in the First Schedule written hereunder and has got sanction and approval from Pune Municipal Corporation vide Commencement Certificate bearing No.CC/469/06 dated 28/3/2007, CC/4636/06 dated 28/3/2007, CC/4637/06 dated 28/3/2007, CC/4638/06 dated 28/3/2007, CC/4641/06 dated 28/3/2007, CC/3182/09 dated 11/1/2010, CC/0155/10 dated 17/4/2010, CC/3363/10 dated 29/12/2010, CC/3589/13 dated 28/1/2014, CC/0825/2014 dated 19/06/2014, CC/1416/2014 dated 06/08/2014, CC/0545/2015 dated 22/05/2015, CC/4436/15 dated 31/3/2016 and CC/2359/17 dated 16/12/2017, CC/0046/18 dated 05/04/2018, CC/0493/19 dated 04/06/2019, CC/1646/22 dated 30/09/2022 and the copies whereof are annexed hereto and marked as Annexure ‘B’;
- G. The Promoter has obtained two separate NA Order issued by the Collector on 18/06/2007 bearing No. PMH/NA/SR/297/2007& 02.02.2015 bearing No. PMH/NA/SR/759/2014 copies whereof are annexed hereto and marked as Annexure ‘C’;
- H. The Promoter has obtained necessary sanctions in respect of the Project as set out in Annexure ‘D’ annexed hereto;
- I. The Promoter has obtained Environmental Clearance on 1st April, 2015 bearing Reference No. SEAC-III-2014/CR 127/TC-3 issued by the State Level Environment Impact Assessment Authority (SEIAA). The Promoter represents and informs that it had applied for revision to the Environmental Clearance for construction of additional floors on the said Wings i.e. I, J, K, L, M, N, O and the Promoter has obtained the Environment Clearance on 30/09/2022 issued by Government of India Ministry of Environment, Forest and Climate Change (Issued by State Environment Impact Assessment Authority (SEIAA), Maharashtra) bearing Reference No. EC22B039MH169565. By virtue of the said revisions the Promoter is entitled to construct additional floors on the aforesaid Wings as per the sanctioned plans;

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- J. The Promoter is intending to construct 15 (fifteen) Residential Wings and 1(One) Shopping building comprising of 40 (Forty) shops and one Prayer Hall/Upashray on the Project Land;
- K. The Promoter has already completed the construction of 8 Residential Wings i.e. A, B, C, D, E, F, G, H on a part of the Project Land and accordingly the Pune Municipal Corporation has issued a occupancy certificate bearing No. OCC/2044/16 dated 30/03/2017 which is annexed hereto as Annexure 'E';
- L. The Promoter has also completed the construction of 40 commercial apartments (i.e. Shop Nos. 1 to 40) in the Shopping Building and accordingly the Pune Municipal Corporation has issued occupancy certificates bearing Nos. OCC/0914/17 dated 29/07/2017 and OCC/1360/17 dated 20/11/2017, copies whereof is annexed hereto as Annexure 'E';
- M. The Promoter has obtained necessary approvals for the purpose of constructing the Prayer Hall/Upashray;
- N. The Promoter hereby informs that the remaining Wings i.e. I, J, K, L, M, N, O under Project Three Jewels shall be collectively referred/addressed to as "Moonstone" and individually as "Moonstone - I, Moonstone - J, Moonstone - K, Moonstone - L, Moonstone - M, Moonstone - N and Moonstone - O" .
- O. The Promoter has registered the said Project comprising of Wings I to O and the Common Areas and Amenities with the 'Real Estate Regulatory Authority' established under the RERA vide Certificate No. P52100006160 on 14.08.2017. In view of Covid-19, Maharashtra Real Estate Regulatory Authority (MAHARERA) vide its Order dated 18/05/2020 bearing No. 14 /2020 and MahaRERA / Secy /Order/ 26 /2020 extended the registration of projects registered under RERA automatically by 6 months. By virtue whereof the completion date for Project was extended from December, 2022 to June, 2023.;
- P. In view of the second wave of Covid-19 which started in the month of April 2021, Maharashtra Real Estate Regulatory Authority (MAHARERA) vide its Order dated 06/08/2021 bearing No. 21/2021 and MahaRERA / Secy /File No. 27/157/2021 further extended project registration by 6 months. By virtue of the said Order dated 06/08/2021, completion date for the Project now stands extended from June, 2023 to December, 2023. A new RERA Certificate dated 09/09/2021 has been issued by MAHARERA in this regards. Copy whereof is annexed hereto and marked as **"Annexure M"**;
- Q. The Promoter shall complete of the entire Project by December, 2023 subject to Force Majeure Events in the manner as stated below:
 - i) Wings Moonstone "L, Moonstone M and Moonstone O" by June, 2023
The Promoter has obtained part occupancy certificate in respect of Wings Moonstone- L, M and O from Pune Municipal Corporation ('PMC') on

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24/02/2022 bearing Reference No. OCC/1157/21, copy whereof is annexed hereto and marked as Annexure “___”;

ii) Wing Moonstone “N”

The Promoter has obtained part occupancy certificate in respect of Wing Moonstone “N” from PMC on 31/03/2023 bearing Reference No. OCC/1262/22, copy whereof is annexed hereto and marked as Annexure “___”;

iii) Wings Moonstone “I, Moonstone J and Moonstone K by June, 2023 and

iv) Common Areas and Amenities as provided in Annexure “J” by December, 2023;

R. In view of COVID-19 (Corona Virus) Pandemic and consequent nation-wide lockdown with effect from March, 2020, reverse migration of labour force to their native places and break in supply chain of construction material, the construction activities of real estate projects across the country have been severely adversely impacted. Taking into consideration the present scenario, the Central Advisory Council established under the provisions of Section 41 of the Real Estate (Regulation And Development) Act, 2016 took suo motu cognizance of the unprecedented situation; held meetings and issued an Advisory. Similarly, the Government of India also issued similar advisory. In view of this, the Maharashtra Real Estate Regulatory Authority (MAHARERA) has exercised its statutory powers and invoked the 'Force Majeure' clause and accordingly passed an Order dated 18/05/2020 bearing No. 14 /2020 and MahaRERA / Secy /Order/ 26 /2020 whereby it has extended the registration of projects registered under RERA automatically by 6 months. The copy of the Order is annexed hereto and marked as **Annexure** _____. Though the Promoter has been making all the efforts to try to complete the project within the timelines stipulated in the original registration certificate issued by MAHARERA; in view of such extraordinary situation, the Promoter may not be able to complete the project according to the original timelines but will make all possible endeavor to complete the project. In such a situation, in respect of the timelines for completion stated hereinabove, in view of the Covid-19 (Corona Virus) Pandemic, if any delay takes place in completion of construction, the Promoters shall be entitled to avail the benefit of the extension in completion dates as provided by the Maharashtra Real Estate Regulatory Authority (MAHARERA) vide its Order dated 18/05/2020 bearing No. 14/2020 and MahaRERA / Secy /Order/ 26 /2020 and further orders that may be passed from time to time. All such extensions shall be automatically applicable to the said Project and binding on the Allottee/s.

S. The Promoter has registered the said Project comprising of the Shopping Building with the ‘Real Estate Regulatory Authority’ established under the RERA vide Certificate

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No. P52100007533 on 17.08.2017 and copy whereof is annexed hereto as **Annexure 'M'**;

- T. It is clarified that though the Wings A to H are forming a part of the Project, the same shall not be registered with the Real Estate Regulatory Authority since the occupancy certificate in respect thereof has already been obtained;
- U. The Promoter has conducted due diligence in respect of the said property described in the First Schedule written hereunder through Advocates – M/s. UDK & Associates and on verification of title, the said M/S. UDK & Associates have issued its Search & Title Report dated 23/09/2013 and Supplementary Search & Title Report dated 26/06/2017, 06/09/2018, 14/11/2019 copies whereof are annexed hereto and marked as Annexure 'F' & 'G' respectively;
- V. The copies of 7/12 extract pertaining to the said property are annexed hereto and marked collectively as Annexure 'H' .
- W. The corrected area of Survey No. 43/1B/44/45/A (part) is 77743.96 Sq.Mtrs. However due to oversight the area on the 7/12 extract is wrongly recorded as 72143.96 sq.mtrs.
- X. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project, the Common Areas and Amenities, which are to be provided alongwith the future Wings to be constructed and the Internal Apartment Amenities to be provided;
- Y. The Promoter has formed an Apartment Association known as “Three Jewels Apartments” by executing a Deed of Declaration dated 25.05.2017 and a Supplementary Deed of Declaration dated 14/09/2021 wherein the common and restricted areas of the Project are mentioned.
- Z. The Promoter has entered into a Standard Agreement with an Architect registered with the Council of Architects and the agreement is in the manner prescribed by the Council of Architects;
- AA. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the Wings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of all the Wings in the Project;
- BB. The Promoter has granted inspection to the Allottee of all the documents of title in respect of the Project Land and the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the said Act”) and the rules made thereunder (hereinafter referred to as “the said Rules”);
- CC. The Allottee has satisfied himself/herself/themselves with regards to the title of the Consenting Party and the Promoter in the Project Land and the rights of the Promoter to develop the same and has clearly understood the scope of the Project and the Wings

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to be constructed in the Project as disclosed under this Agreement which shall be completed by the Promoter in the manner mentioned in this Agreement;

- DD. The Allottee has applied to the Promoter for allotment of an Apartment admeasuring approximately _____ **sq.mtrs** Carpet Area in **Wing‘___’** constructed/being constructed on the Project Land;
- EE. As per the requirement of the Allottee, the Allottee is offered an Apartment bearing No. _____ admeasuring _____ **sq.mtrs** Carpet Area on the _____ **floor** more particularly described in the Third Schedule hereunder written (hereinafter referred to as the said “Apartment”) in the **Wing ‘___’** (hereinafter referred to as the “said Wing”) constructed/being constructed on the Project Land by the Promoter;
- FF. The carpet area of the said Apartment is _____ **sq. mtrs.** and “carpet area” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- GG. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/her/they has/have understood the disclosures made by the Promoter under the terms of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration set out in the Fourth Schedule hereunder written and on the terms and conditions hereinafter appearing;
- HH. Prior to the execution of these presents the Allottee has paid to the Promoter the booking amount as mentioned in the Fourth Schedule hereunder written being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay the balance consideration in the manner set out in the Fourth Schedule;
- II. The Promoter is required to execute a written Agreement for Sale in respect of the said Apartment in favour of the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;
- JJ. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;
- KK. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

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

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

1. DEFINITIONS

- 1.1 **“Act”** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed in respect thereof together with all such amendments, modifications and/or re-enactments related thereto;
- 1.2 **“Agreement”** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee.
- 1.3 **“Allottee’s Interest”** shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.4 **“Apartment”** shall mean the premise having residential user located in the said Wing shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as **Annexure ‘I’** to be allotted in favour of Allottee under the terms of this Agreement;
- 1.5 **“Applicable Law”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgments, decrees, conditions of any regulatory approval or license issued by a Government, Government Authorities, Statutory bodies, Competent Authorities and judgments and other requirements of any Statutory and relevant Body/Authority;
- 1.6 **“Approvals”** shall mean and include but shall not be limited to all the sanctions and/or approvals set out in **Annexure ‘D’** annexed hereto as well as all other sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents/writings by whatever name

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called that envisage the grant of consent enabling/facilitating construction/development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained/shall be obtained from sanctioning Bodies/Authorities in respect of the Wings to be constructed on the Project Land or any part or portion of the Project Land;

- 1.7 **“Wings/Shopping Building in the Project”** shall mean the 15 Wings identified as A, B, C, D, E, F, G, H, Moonstone I, Moonstone J, Moonstone K, Moonstone L, Moonstone M, Moonstone N, Moonstone O and 1 Shopping Building shown on the sanctioned Layout Plan annexed hereto constructed/to be constructed as the case may be, by the Promoter on the Project Land.
- 1.8 **“Wing”** shall mean Wing ‘____’ comprising of two level parking floors plus 14(Fourteen) upper floors being one of the Wings in the Project;
- 1.9 **“Carpet Area”** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment;
- 1.10 **“Covered Parking Space”** shall mean an enclosed or covered area as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottees which may be in basement and/or stilt and/or podium and/or space provided by mechanized parking arrangements but shall not include a garage and/or open parking;
- 1.11 **“Common Areas and Amenities for the Project”** shall mean the areas, amenities, facilities and infrastructure intended for the common use of the Allottees of the apartments in all the Wings in the Project alongwith the internal roads, street lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc. as listed in **Annexure ‘J’** annexed hereto;
- 1.12 **“Force Majeure Event”** shall mean and include the following event/circumstances which jointly and/or severally, directly and/or indirectly, impact/impede the development activities that are intended to be carried out on the Project Land:
 - (i) War, hostility, enemy action, terrorist attack;
 - (ii) Riot, insurrection, civil commotion or any such national emergency;

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- (iii) Earthquake, flood, tempest, lightning, or any such other natural calamity;
- (iv) Existence of circumstances due to any Epidemic, Pandemic or such other outbreaks affecting community, civilization and mankind at large thereby preventing the Promoter from carrying out its obligations under these presents;
- (v) Accident, fire or explosion on the site, not caused by the negligence of the Promoter;
- (vi) Law or order of any Government or Government department which impedes or delays the work provided such order is not issued on account of any default on the part of the Promoter;
- (vii) Denial of the use of any railway, port, road transport, airport, shipping services, or any other means of public transport due to epidemic, pandemic, earthquake, flood, tempest, lightning, or any such other natural calamity or any riot or hostility or any issue raised by the government or any concerned government departments / authorities or any directions passed by the government not arising out of any default by the Promoter;
- (viii) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016.
- (ix) Any delay on the part of any Government department or statutory authorities or any other sanctioning body / authority in granting / issuing the concerned sanctions / permissions required to proceed further or carry out the work of development, any change in laws, rules, regulations applicable to development of immovable properties which directly or indirectly affect the development of the said Project Land and/or any part or portion thereof;
- (x) Acts beyond the control of the Promoter including but not limited to:
 - (a) non-availability or shortage in the supply of steel, cement, building materials, water or electric supply or labour/workers;
 - (b) order, judgment, decree, policy, rule, regulation, notification, circular, directive, passed/issued by any Court of Law and/or any

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Governmental Body or Authority, delays in grant of approvals by the concerned Bodies and/or Authorities;

- (xi) Acts associated with the action or inaction on the part of the Allottee resulting in breach of the terms and conditions of this Agreement and/or applicable Law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant of approvals related to the Project;
 - (xii) Any internal modification at the instance of the Allottee and the time taken for its completion;
- 1.13 **“FSI”/“Paid FSI”/“Premium Paid FSI”** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;
- 1.14 **“Internal Apartment Amenities”** shall mean the amenities, fixtures and fittings listed in the **Annexure ‘K’** annexed hereto proposed to be provided by the Promoter in the said Apartment;
- 1.15 **“Intimation to take Possession”** shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 30 (Thirty) days from the date of the intimation;
- 1.16 **“Party”** shall mean the Promoter and/or the Allottee/s individually;
- 1.17 **“Parties”** shall mean the Promoter and/or the Allottee/s collectively;
- 1.18 **“Plans”** shall mean the drawings, plans, layout and such other plans and specifications as approved and sanctioned by PMC and other concerned Statutory Bodies and Authorities in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the Authorities in respect of the Project;
- 1.19 **“Possession Date”** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of the Apartment, whichever is earlier;
- 1.20 **“Project Completion”** shall mean the completion of the entire Project i.e. Wings I to O by December, 2023 subject to Force Majeure Events in the manner as stated below::
- a) Wings Moonstone “L, Moonstone M and Moonstone O” by June, 2023

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The Promoter has obtained part occupancy certificate in respect of Wings Moonstone- L, M and O on 24/02/2022 bearing Reference No. OCC/1157/21;

b) Wing Moonstone “N” -

The Promoter has obtained part occupancy certificate in respect of Wing Moonstone “N” from PMC on 31/03/2023 bearing Reference No. OCC/1262/22;

c) Wings Moonstone “I, Moonstone J and Moonstone K by June, 2023 and

d) Common Areas and Amenities as provided in Annexure “J” by December 2023;

- 1.21 **“Promoter’s Interest”** shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.22 **“Project”** shall mean the construction and development of Wings I to O on the Project Land as enumerated under this Agreement;
- 1.23 **“Project Land”** shall mean a portion of the said property which portion admeasures 56,300 sq. mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written delineated with red colour boundary line on the plan annexed hereto and marked as Annexure “A”;
- 1.24 **“said Property”** shall mean the lands bearing Survey No. 43/1B/44/45/2 area admeasuring 4357.64 sq.mtrs. (Amenity Space), Survey No. 43/1B/44/45/4 area admeasuring 23763.10 sq.mtrs. (D.P. Road), area admeasuring 9840.75 sq.mtrs. out of Survey No. 43/1B/44/45/5 admeasuring 15440.75 sq.mtrs. (Open Space), Survey No. 43/1B/44/45/6 area admeasuring 3278.33 sq.mtrs. (Internal Road), Survey No. 43/1B/44/45/7 area admeasuring 605.00 sq.mtrs. (Transformer Area), Survey No. 43/1B/44/45/B area admeasuring 5695.22 sq.mtrs. (Plot B) and area admeasuring 77743.96 sq.mtrs. (but admeasuring 72143.96 sq.mtrs. as per present 7/12 extract area) out of Survey No. 43/1B/44/45/A admeasuring 128143.96 sq.mtrs. (Plot A) totally admeasuring 12 Hectare 52.84 Ares i.e. 125284.00 sq.mtrs. lying, being and situated at Village Kondhwa Budruk, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation Pune (more particularly described in the **First Schedule** hereunder written;

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1.25 **“Organization”** shall mean the Condominium known as “Three Jewels Apartments” constituted under the provisions of Maharashtra Apartment of Ownership Act, 1970;

1.26 **“PMC”** means Pune Municipal Corporation.

2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- 2.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein in verbatim;
- 2.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;
- 2.3 Words importing the singular shall include plural and vice versa;
- 2.4 Reference to recitals, clauses, schedules and annexures are to recitals, clauses, schedules and annexure of this Agreement;
- 2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;
- 2.6 The expressions "hereof, "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears;
- 2.7 References to "Rupees" and “Rs." are references to the lawful currency of India;
- 2.8 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar; and
- 2.10 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day.

3. ALLOTMENT AND CONSIDERATION

- 3.1. The Promoter shall construct the Building on the Project land in accordance with the Approvals and Plans. Provided that the Promoter shall obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee and not otherwise if any alteration or addition is required by any Government Authorities or due to change in the Applicable Law then no consent of the Allottee shall be required to be sought.

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- 3.2. Subject to the terms and conditions of this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agree to purchase from the Promoter the Apartment together with the Internal Apartment Specifications at or for the consideration mentioned in Fourth Schedule hereunder written.
- 3.3. The Allottee shall also have the exclusive right to use Covered Parking Space as allotted by the Promoter subject to confirmation of the Organization, for the limited and restricted purpose of parking his/her/their light motor vehicles and for no other purpose whatsoever. Further the Allottee accepts and confirms that there will be no choice given to the Allottee with respect to the covered car parking space and the same shall be a sole discretion of the Promoter, however with respect to open car parking Space, the Organization of Three Jewels, defined above, shall be at liberty to allot the same.
- 3.4. The said Apartment together with the Internal Apartment Specifications shall hereinafter collectively be referred to as **“the said Premises”**.
- 3.5. The Allottee has paid on or before execution of this Agreement the booking amount as set out in the Fourth Schedule hereunder written.
- 3.6. The Consideration shall be paid by the Allottee to the Promoter in the manner provided in the Fourth Schedule hereunder written.
- 3.7. The payment of the Consideration and the installments related thereto shall be subject to the deduction of tax (**“TDS”**) as provided for under the provisions of the Income Tax Act, 1961. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 7 (seven) days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. It shall be the sole responsibility of the Allottee to bear and pay GST amount on or about execution of this present or as becomes applicable from time to time for this transaction.
- 3.8. The Consideration payable above excludes taxes (consisting of tax paid by the Promoter or payable by way of GST and Cess or any other similar taxes) and the same, as and when it is levied and/or arises shall be borne and paid by the Allottee

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alone and the Promoter shall at no point in time be liable, responsible and/or required to bear and/or pay the same or any part thereof. The Allottee shall also fully reimburse the costs and expenses that may be incurred by the Promoter by reason of any legal proceedings that may be instituted by any Government and/or Statutory and/or Revenue Body/Authorities against the Promoter or vice versa on account of such liability that may arise and/or be levied upon the Promoter. Further, in an event additional taxes are levied in any manner or form by any Government Authority by virtue of change in law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.

3.9. With regards to Section 171 of the Central Goods and Services Tax Act, 2017, it is mandatory to pass on the benefit of reduction in rate of tax to the Allottees by way of commensurate reduction in prices. The Promoter in compliance with the aforesaid, shall be giving the Allottees, the anti-profiteering benefit, wherever applicable. However it is worthwhile to note that the methodology for calculation of the anti-profiteering is yet to be prescribed by Government and given this, if there is any change in the benefit amount being passed by the Promoter, the anti-profiteering benefits will stand altered (recoverable / payable) to that extent.

3.10. The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the Building is complete and the Occupation Certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the Carpet Area. The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the Carpet Area beyond 3%, the Promoter shall reimburse to the Allottee, within a period of 45 (forty-five) days the amount proportionate to the reduced carpet area beyond 3% without any interest from the date when the final carpet area is ascertained till the date of reimbursement. Likewise, if there is any increase in the Carpet Area beyond 3%, the Promoter shall demand and the Allottee hereby agrees to pay additional amount from the Allottee which shall be payable from the next milestone of the payment plan provided in the Fourth Schedule.

3.11. The Consideration 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

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development charges, cost, or levies imposed by the Competent Authorities etc., the Promoter shall enclose the said notification/order rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

3.12. The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Promoter may, in its sole discretion, deem fit and the Allottee hereby agree and undertake not to object to the same or demand from or direct the Promoter in any manner contrary thereto.

3.13. The Allottee/s agree/s and undertake/s to make timely payments of the instalments and other dues payable by him/her/them and meet the other obligations under this Agreement.

3.14. If the Allottee requests (in writing) to the Promoter, the Promoter may, in the Promoter's discretion, permit the Allottee to make payment of any, or all, instalment/s of the purchase price, prior to the same becoming payable, and at any interval/s or time/s. If the Allottee makes such a request to the Promoter, and the same is accepted by the Promoter, then the Allottee shall have no right or option to reverse, or withdraw his/her/their/its request and he/she/they/it shall be bound and liable to make the preponed payment/s of the instalment/s of the purchase price, as permitted by the Promoter.

4. **DEFAULT IN PAYMENT OF CONSIDERATION**

4.1. The Allottee agrees to pay to the Promoter Allottee's Interest, defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee to the Promoter under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable by the Allottee till the date of actual payment.

4.2. In addition to the liability of the Allottee to pay the Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any amount or dues whatsoever payable by the Allottee under this Agreement.

4.3. Without prejudice to the right of the Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on the due dates of any amount that becomes due and payable by the Allottee to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned Local Authority and other outgoings), the Promoter shall be entitled

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at his own option, to terminate this Agreement in the event of the Allottee committing three such defaults of payment of instalments. The Promoter shall give notice of 15 (fifteen) days in writing to the Allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach/breaches of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach/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. Upon termination of this Agreement as aforesaid, Allottee shall execute and register a Deed of Cancellation in favour of the Promoter. The Promoter shall refund to the Allottee within a period of 30 (thirty) days of the execution and registration of the Deed of Cancellation, the instalments of consideration of the Apartment which may have till then been paid by the Allottee to the Promoter subject to adjustment and recovery of any agreed liquidated damages i.e. deduction of 10% of the total consideration together with any other amount which may be payable to Promoter and subject to the adjustment/deduction related to the Government statutory dues and taxes, bank loan, brokerage if any that have been paid by the Promoter or to be paid by the Promoter.

5. INTERNAL APARTMENT AMENITIES

- 5.1. The Internal Apartment Amenities to be provided in the said Premises and the specifications thereof are those as set out in Annexure "K".
- 5.2. The Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in Annexure "K". However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under Annexure 'K' and/or shortage in the availability of such fixtures and/or fittings, the Promoter shall endeavour to obtain similar quality internal apartment amenities to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality/standard of the Internal Apartment Amenities.
- 5.3. The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the consideration on account of any change or substitution in the Internal Apartment Amenities.
- 5.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself/themselves in respect of the Internal Apartment Amenities. Once

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possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

6. LAYOUT OF THE PROJECT LAND

6.1. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under:

- (i) The Promoter is entitled to develop the Project Land;
- (ii) The Promoter is intending to construct 15 (fifteen) Residential Wings and 1(One) Shopping building comprising of 40 (Forty) shops and one Prayer Hall/Upashray on the Project Land;
- (iii) The Promoter has already completed the construction of 8 Residential Wings i.e. A, B, C, D, E, F, G, H on a part of the Project Land and accordingly the Pune Municipal Corporation has issued a occupancy certificate bearing No. OCC/2044/16 dated 30/03/2017 which is annexed hereto as Annexure 'E';
- (iv) The Promoter has also completed the construction of 40 commercial apartments (i.e. Shop Nos. 1 to 40) in the Shopping Building and accordingly the Pune Municipal Corporation has issued occupancy certificates bearing Nos. OCC/0914/17 dated 29/07/2017 and OCC/1360/17 dated 20/11/2017, copies whereof is annexed hereto as Annexure 'E';
- (v) The Promoter has obtained necessary approvals for the purpose of constructing the Prayer Hall/Upashray;
- (vi) The Promoter hereby informs that the remaining Wings i.e. I, J, K, L, M, N, O under Project Three Jewels shall be collectively referred/addressed to as "Moonstone" and individually as "Moonstone - I, Moonstone - J, Moonstone - K, Moonstone - L, Moonstone - M, Moonstone - N and Moonstone - O".
- (vii) Subject to Force Majeure Events, the Promoter shall complete of the entire Project by December, 2023 in the manner as stated below:
 - a) Wings Moonstone L, Moonstone M, Moonstone O- by June, 2023
The Promoter has obtained part occupancy certificate in respect of Wings Moonstone- L, M and O on 24/02/2022 bearing Reference No. OCC/1157/21;
 - b) Wing Moonstone N –

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The Promoter has obtained part occupancy certificate in respect of Wing Moonstone “N” from PMC on 31/03/2023 bearing Reference No. OCC/1262/22;

- c) Wings Moonstone I, Moonstone J and Moonstone K – by June, 2023’
- d) Common Areas and Amenities for the Project – by December, 2023.

- (viii) In view of COVID-19 (Corona Virus) Pandemic and consequent nation-wide lockdown with effect from March, 2020, reverse migration of labour force to their native places and break in supply chain of construction material, the construction activities of real estate projects across the country have been severely adversely impacted. Taking into consideration the present scenario, the Central Advisory Council established under the provisions of Section 41 of the Real Estate (Regulation And Development) Act, 2016 took suo motu cognizance of the unprecedented situation; held meetings and issued an Advisory. Similarly, the Government of India also issued similar advisory. In view of this, the Maharashtra Real Estate Regulatory Authority (MAHARERA) has exercised its statutory powers and invoked the 'Force Majeure' clause and accordingly passed an Order dated 18/05/2020 bearing No. 14 /2020 and MahaRERA / Secy /Order/ 26 /2020 whereby it has extended the registration of projects registered under RERA automatically by 6 months. The copy of the Order is annexed hereto and marked as **Annexure ____**. Though the Promoter has been making all the efforts to try to complete the project within the timelines stipulated in the original registration certificate issued by MAHARERA; in view of such extraordinary situation, the Promoter may not be able to complete the project according to the original timelines but will make all possible endeavor to complete the project. In such a situation , in respect of the timelines for completion stated hereinabove, in view of the Covid-19 (Corona Virus) Pandemic, if any delay takes place in completion of construction, the Promoters shall be entitled to avail the benefit of the extension in completion dates as provided by the Maharashtra Real Estate Regulatory Authority (MAHARERA) vide its Order dated 18/05/2020 bearing No. 14/2020 and MahaRERA / Secy /Order/ 26 /2020 and further orders that may be passed from time to time. All such extensions shall be automatically applicable to the said Project and binding on the Allottee/s.

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- (ix) The Promoter has already formed the Organisation vide the Deed of Declaration dated 25th May, 2017 registered with the Office of the Sub-Registrar of Assurances at Haveli-15 under Serial No.5139/2017 on 3rd June, 2017 and Supplementary Deed of Declaration dated 14/09/2021 registered with the Office of the Sub-Registrar of Assurances at Haveli-15 under Serial No. 14774/2021 on 22/09/2021;
- (x) The Allottees of the various apartments in the Wings and Shopping Building shall be a part of the Organization.
- (xi) With regards to the Common Areas and Amenities for the Project, the Allottees of the residential wings shall be entitled to use and enjoy all of them. However the Allottees of the Shopping Building shall be entitled to use only certain specific areas and amenities as carved out in Annexure J and not all.
- (xii) The Search and Title Report dated 23/09/2013 read with Supplementary Search & Title Report dated 26/06/2017, 06/09/2018, 14/11/2019 issued by UDK and Associates, Advocates of the Promoter are annexed hereto and marked as Annexure “F & G ”;
- (xiii) There are two STP setups on the entire property described in First Schedule written hereunder and which are more particularly shown on plan annexed herewith. The STP 1 alongwith equipment room has been constructed on property belonging to Promoter. The said STP 1 is owned and possessed by Promoter and therefore, same shall be exclusively used by the Allottees of apartments in the Project only. Likewise STP 2 alongwith equipment room which is constructed on an area admeasuring 700 Sq. mtrs. forming part of the said property described in the First Schedule (which is not forming part of the Project Land) is owned by the Consenting Party and shall be constructed at the cost and expenses of Promoter. It is agreed that even though STP 2 is to be constructed on Consenting Party’s property, it shall be used by the unit holders of the Organisation i.e., “Three Jewels Apartments” in perpetuity alongwith unit holders of proposed project which is to be constructed by the Consenting Party on the Consenting Party’s property.
- (xiv) MSEDCL – Sub-Stations 1, 2 & 3 will be common for the use of all the Allotees in the Project.
- (xv) The Organic Waste Converter (OWC) Modular 1 + 1 will be common for all Wings.
- (xvi) The Club House (which is located in Open Space No.2), Swimming Pool, Community Hall and Senior Citizens Plaza will be common for

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all residential Wings. It is clarified that the Allottees of shops in the Shopping Building shall not be entitled to use the same.

- (xvii) The Ganesh Sculpture which is near entry Gate No.1 of the Project, will be common for all Wings. However, the Allottees of shops in the Shopping Building shall not be entitled to use the same. The Allottees of shops in the Shopping Building shall have access from 18 mtr wide road as shown on the plan.
- (xviii) The Promoter shall be providing a Prayer Hall/Upashrya and it will be available for all Allottees in the Project. The Devotees who are not Allottees (general public) shall also have access to it. The usage of the Prayer Hall will not be restricted for general public by the Allottees in the Project and it will be accessible/available to all. However, entrance/exit gates will be separately provided for project Allottees and general public. The entry and exit points shall open towards 24 meter wide D.P. Road on South side of the Project. The entire maintenance of the Prayer Hall shall be looked after by a Trust or a separate Organization/Body which will be formed for smooth operations. The Allottees are hereby informed that the Promoter has obtained approvals for the construction of the Prayer Hall/ Upashraya and the construction will be in accordance with such approvals granted.
- (xix) The Project will have common entry Gates 1 & 2 on North and South side of the project respectively for vehicles and pedestrians.
- (xx) The Shopping Building comprising of 40 shops constructed on the North side of the Project shall consist of 2 common toilet blocks which shall be exclusively used by the shop owners and/or their customers. It is specifically agreed that the parking area, the water tank and exclusive right to use STP shall always remain with Allottees of the residential apartments in the residential Wings of the Project and the shop owners in the Shopping Building shall not claim any right over the same. However, the front open area of the shops which is available in front margins, as shown on the plan annexed hereto, will always be exclusively used by the shop owners and/or their customers for parking their vehicles.
- (xxi) The Promoter shall have access to the Project Land together with all the internal roads and public access roads till such time the entire Project is constructed completely in all aspects as envisaged under this Agreement (including any amendments thereto from time to time).
- (xxii) The Common Areas and Amenities for the Project shall include a sewage treatment plant, underground water tank, organic waste converter and

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transformer room/s (a lease in respect whereof will be entered into with Maharashtra State Electricity Distribution Company Limited (“MSEDCL”) and such other amenities as provided in Annexure “J”. The Promoter has informed and represented to the Allottee that the Allottees of apartments in all the residential Wings in the Project shall be jointly entitled to use and enjoy the Common Areas and Amenities for the Project and the Allottees of shops in the Shopping Building shall not be entitled to use the same except those carved out in Annexure J.

(xxiii) There are 3 Open Spaces in the Project land as shown on the sanctioned layout Plan and identified as Open Space No.2, 3 and 4 thereon.

(xxiv) The Common Areas and Amenities for the Project shall be completed by December, 2023 and hence may not be ready for use at the time when Intimation to take Possession is offered to the Allottee and/or on the Possession Date. The Allottee is well aware of the same and has agreed to purchase the said Apartment accordingly. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection in respect thereof and/or claim any damages or compensation whatsoever. The said Common Areas and Amenities for the Project shall be provided/made available to the Allottee at the time when Occupation Certificate for the last Wing forming part of the Project is obtained on or before December, 2023, whichever is later.

(xxv) These Common Areas and Amenities of the Project shall be under the maintenance and administration of the Organization and shall be for the common benefit, enjoyment and convenience of all the Allottees of the apartments in the Wings that shall be developed in the Project, except unit holders of Shopping Building apart from those carved out in Annexure J.

(xxvi) It is further disclosed to the Allottee that the Promoter shall be entitled to exploit the entire development potential of the Project Land while carrying out the construction/development of the Project Land. The Allottee, shall not cause any restrain or objection or claim any rights in the development potential relating to the Project Land till such time the development of the entire Project Land is completed by the Promoter in all respects. Upon the development of the entire Project Land being completed, the Promoter shall transfer the rights relating to the Project in favour of the Allottees/Organization in such manner that the rights and obligations of the Allottees of the Wings/Building that are constructed on the Project Land by then are clearly secured and well defined.

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(xxvii) The Promoter has informed the Allottee that the Promoter is required to maintain the Common Areas and Amenities of the Project. For that purpose the Allottee shall be required to contribute such amounts as may be determined by the Promoter from time to time. The Allottee hereby declares that the Allottee is aware of the aforesaid details and is thus expressly undertaking to pay the same to the Promoter. The contribution to be made by the shop owners of shops in the Shopping Building shall be limited to the extent of the areas and amenities that shall be available to them.

7. ALTERATION IN THE LAYOUT, PLANS AND DESIGN

- 7.1. The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the sanctioned Layout Plan relating to the Project.
- 7.2. The Promoter shall make all efforts that the Plan to the extent the Project Land contemplated under this Agreement is not altered unless absolutely required in the interest of the Project.
- 7.3. In case if any alteration, amendment, revision, additions, etc. sought by the Promoter relates to the said Wings and such alteration affects the area of the Apartment in such manner that there is a variation whereby the Carpet Area of the Apartment increase/decreases beyond 3% and/or such alteration affects the plan of the Apartment or the floor on which it is located, then the consequences as stated in Clause 3.10 above shall apply. The Allottee agrees and acknowledges that the Promoter shall not be required to obtain any consent from the Allottee if any such variations, modifications etc., do not affect the Apartment and the rights of the Allottee are not compromised in any manner whatsoever while doing so.
- 7.4. The Promoter has informed the Allottee and the Allottee hereby agrees and acknowledges that the right to amend any Plan in respect of the Project Land shall lie solely with the Promoter and the Allottee shall have no right of any nature whatsoever in the remaining development potential of the Project Land.
- 7.5. Further, in light of the aforesaid, the entire development potential and any future increases or increments thereto relating to the Project Land shall vest in the Promoter alone and the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the Project Land, if permitted by law.
- 7.6. The Promoter declares that the Promoter shall utilize the prevailing FSI permissible in respect of the Project Land and if permitted by law, the future FSI which may become available in the future in case of any modification to the Development Control Regulations.
- 7.7. If due to any change in the FSI rules, if additional FSI becomes available by whatever name called then in such event the Promoter shall, if permitted by law,

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be entitled to use, utilize, consume and exploit such FSI on the Project Land or any part of the Project Land by constructing additional structures or additional floors.

- 7.8. If due to any change in the applicable Laws or by introduction of any policy by the Government of Maharashtra or any other concerned Authorities any development benefit including FSI in any form is available in respect of the Project Land, as recipient plot, then in such an event, the Promoter shall be entitled to avail such benefits/including FSI in any form by utilizing the same on the Project Land.
- 7.9. The Promoter shall have the absolute, irrevocable and unconditional right and entitlement and it may in its sole discretion effect and/or cause to be effected, any extra and additional construction whatsoever on and in respect of the Project Land, if permitted by law, including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the Wings/Buildings on the Project Land including the said Wings/Building and/or construct additional and/or other Wings/Buildings and/or other structures on the Project Land by utilizing the FSI in any form of the Project Land and/or the contiguous, adjacent or adjoining lands or properties at any time, including after completion of the said Wings/Buildings whenever the same is permitted to be constructed by Pune Municipal Corporation and other concerned Authorities.
- 7.10. The Allottee hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors or Wings/Buildings, to use and consume the balance FSI available/generated in any form in respect of the Project Land. The Allottee further agrees that he/she/they shall not be entitled to claim any rebate in the consideration or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.
- 7.11. There is possibility of getting additional F.S.I. in future in the form of either paid F.S.I., T.D.R. Whenever this additional F.S.I./T.D.R. is sanctioned by the Local Authority to be used in the project, the Promoters will apply for revision of plans and the proposed full potential layout for utilizing of F.S.I./T.D.R. to the extent of constructing the additional floors and/or building. The Allottee hereby gives specific consent to the Promoter to carry out revisions in the sanctioned Layout Plan as per this future potential layout.

8. COMPLETION

- 8.1. Subject to Force Majeure Event, the Promoter shall complete of the entire Project by December, 2023 in the manner as stated below:
 - a) Wings Moonstone “L, Moonstone M and Moonstone O”- by June, 2023

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The Promoter has obtained part occupancy certificate in respect of Wings Moonstone- L, M and O on 24/02/2022 bearing Reference No. OCC/1157/21;

b) Wing Moonstone “N” –

The Promoter has obtained part occupancy certificate in respect of Wing Moonstone “N” from PMC on 31/03/2023 bearing Reference No. OCC/1262/22;

c) Wings Moonstone “I, Moonstone J and Moonstone K by June, 2023 and

d) Common Areas and Amenities as provided in Annexure “J” by December, 2023;

8.2 The Promoter shall, subject to Force Majeure Event and subject to what is stated in Clause 8.2 above give the Intimation to take Possession to the Allottee on or before _____. The Intimation to take Possession shall be given by the Promoter only upon the Promoter obtaining Occupation Certificate relating to the said Apartment from the concerned Statutory Authority.

8.3 The Promoter shall complete the construction of the Common Areas and Amenities for the Project by December, 2023 and the Allottee shall be entitled to use the same thereafter. The Allottee hereby agrees and confirms that the Allottee shall not demand for the same before December, 2023 and shall not refuse or dispute in taking possession of their Apartment by reason thereof.

9. FORCE MAJEURE

9.1. The Promoter shall be entitled to reasonable extension of time for giving Intimation to take Possession, if the completion of the said Wings is delayed on account of Force Majeure Event as mentioned in Clause 1.12.

9.2. Upon a Force Majeure Event arising, the Promoter shall automatically be entitled for an extension of time period for completion of the Project and such extension of time period for completion shall be binding on the Allottee unconditionally.

10. POSSESSION

10.1. The Promoter shall upon receiving the Occupation Certificate of the Project give the Intimation to take Possession to the Allottee. The Intimation to take Possession shall call upon the Allottee to take possession of the Apartment within a period of 30 days from the date of receipt of the Intimation to take Possession.

10.2. Upon receiving the Intimation to take Possession, the Allottee shall take possession of the Apartment from the Promoter within the period stated above on

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payment of the balance consideration and other dues. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Apartment to the Allottee against the execution of such documentation and payment of the balance amounts by the Allottee.

- 10.3. If the Promoter is unable to give possession of the Apartment to the Allottee by ____ on account of a Force Majeure Event then, the Promoter shall at the request of the Allottee and not otherwise, refund to the Allottee the amounts already received by him in respect of the Apartment.
- 10.4. In the event the Promoter fails to give the Intimation to take Possession to the Allottee on or before ____ - ____ for any reason other than a Force Majeure Event, then in that case the Allottee shall be entitled to terminate this Agreement and upon such termination, the only remedy available to the Allottee shall be to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding the taxes that have been paid by the Promoter to the Government/Statutory Bodies/Authorities). In such a case, the Allottee shall execute and register a Deed of Cancellation in favour of the Promoter and the Promoter shall refund the aforesaid amounts to the Allottee (after deduction of all outstanding amounts, if any, payable by the Allottee to the Promoter, taxes, outgoings etc. and after excluding the taxes that have been paid by the Promoter to the Government/Statutory Bodies/Authorities and excluding the stamp duty and registration charges that the Allottee shall have paid on this Agreement) together with the Promoter's Interest within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation or such time period as may be mutually agreed between the Promoter and the Allottee.
- 10.5. It is agreed that save and except the right of the Allottee to recover the aforesaid amounts, the Allottee hereby expressly waives all the other rights and remedies that shall/may be available to him/her/them under law especially in light of the fact that the Allottee has covenanted that the Allottee shall not take any steps that shall be detrimental and/or shall hinder the Project.
- 10.6. In the event the Allottee fails and/or neglects to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation to take Possession and that date shall be deemed to be the **"Possession Date"** and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date. Further in such a case where the Allottee does not take possession within the specified period, the Allottee shall be liable to bear and pay the requisite transfer charges for getting

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the property tax pertaining to the said Apartment transferred in his/her/their name and the Promoter shall not be held liable to effect the transfer of the property tax in the Allottee's favour.

- 10.7. It is agreed that on and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share of outgoings in respect of the said Apartment and the said Wing including maintenance charges, local taxes, betterment charges or such other levies imposed by the concerned Local Authority and/or Government, water charges, common lights, lifts, repairs, salaries of clerks, bill collectors, chowkidars, sweepers, and also other expenses necessary and incidental to the Organization and use of the Common Areas and Amenities of the Project.

11. DEFECT LIABILITY PERIOD

- 11.1. The provisions of the Act mandate a defect liability period of five years for any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service.
- 11.2. The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Organisation the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party Contractors/Vendors.
- 11.3. In case of any structural defect in the Apartment or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third party Contractors/Vendors, then in that event the wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allottee shall not carry out any alterations of whatsoever nature in the said Apartment or Wings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability obligation of the Promoter shall automatically become void and shall not be binding on the Promoter. The word defect here means only the manufacturing and workmanship defect's caused on account of wilful neglect on the part of the

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Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Apartment by the Allottees/occupants, vagaries of nature etc.

- 11.4. It shall be the responsibility of the Allottee to maintain his/her/their Apartment in a proper manner and take all due care needed including but not limited to the joints in the tiles in his/her/their Apartment being regularly filled with white polymer/epoxy to prevent water seepage.
- 11.5. Further where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defects liability period, and if the annual maintenance contracts (to the manufacturer or the AMC provider as decided by the Promoter) are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.
- 11.6. 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 fitting 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 Apartments and the common project amenities wherever applicable.
- 11.7. The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/Unit/Wing/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.

12. USE AND OCCUPATION

- 12.1. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever.
- 12.2. The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the said Wings/Building or to any one in its vicinity or neighbourhood.
- 12.3. The Allottee shall use the Covered Parking Space and/or open parking space allotted/affirmed by the Association only for purpose of keeping or parking the Allottee owned vehicle. The Covered Parking Space and/or open parking space allotted/ affirmed by the Association shall be for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles or for storage or any other use under any circumstances, inclusive of housing pets, cattle, animals etc.
- 12.4. The Allottee is aware that the parking space cannot be sold by the Promoter and the same forms part of the Common Area and Amenities. The Promoter has

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however identified a car parking space for the Allottee which the Allottee will be entitled to use, subject to the approval/confirmation/affirmation of the Organization.

- 12.5. It is agreed between the Parties, that the Covered Parking Space has only been identified and the same is not for an allotment or for a sale. The Allottee is aware that the allotment of the parking space will be governed by the rules and regulations of the said Organization and that the identification made by the Promoter will be subject to its ratification by the said Organization and there will be no obligation of the Promoter towards the same in whatsoever manner.
- 12.6. The Allottee hereby unconditionally agrees not to raise any claim or dispute with respect to the parking space with the Promoter any time hereafter. The Allottee further agrees to indemnify and keep indemnified the Promoter forever with respect to any loss, harm, prejudice caused to the Promoter in the event action/claim/dispute is sought by the Allottee or his/her/their heirs, executors, administrators or assigns against the Promoter with regards thereto.
- 12.7. In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned Local Authority and/or Government and/or other Public Authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

13. **TERMINATION**

- 13.1. The occurrence, happening or existence of any of following events shall be considered as the “**Allottee’s Event of Default**” -
 - (i) Failure on part of the Allottee to make payment of any installments/outgoings/payments under this Agreement; or
 - (ii) Failure on part of the Allottee to take possession of the Apartment within the time stipulated and in the manner set out hereinabove; or
 - (iii) Breach by the Allottee of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement; or
 - (iv) Any other acts, deeds or things, which the Allottee may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoter, amounts to an event of default. The Allottee hereby agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee.
- 13.2. On the occurrence, happening or existence of any of the Allottee’s Event of Default as stated above, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee by email at the email address (“**Allottee’s Default Notice**”) provided by the Allottee of its intention to terminate this Agreement

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and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. Upon failure of the Allottee to rectify/cure the Allottee's Event of Default within the time period stipulated in the Allottee's Default Notice, without prejudice to any other right or remedy available to the Promoter under the applicable Laws or as envisaged in this Agreement, the Promoter shall have the right to terminate this Agreement without any further notice/intimation to the Allottee. The Allottee shall forthwith come forward and execute and register a Deed of Cancellation in favour of the Promoter.

- 13.3. On and from the date of such termination on account of Allottee's Event of Default as mentioned herein above, the Parties mutually agree that the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages i.e. deduction of 10% of the total consideration together with any other amount which may be payable to the Promoter and subject to the adjustment/deduction related to the Government statutory dues and taxes, duties, bank loan, brokerage, if any) within a period of 30 (thirty) days from the date of execution and registration of the Deed of Cancellation, the consideration or part thereof which may till then have been paid by the Allottee to the Promoter (excluding the amount/s paid by the Promoter to various Authorities as and by way of taxes, duties etc.) but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.
- 13.4. The Promoter may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment, provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the consideration and the the prevailing sales price) in proportion to total amount outstanding on the date of restoration and subject to such additional conditions/undertaking as may be decided by Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.
- 13.5. Upon the cancellation/termination, the Promoter shall be entitled to sell or otherwise dispose of the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that the Promoter shall adjust the amount due from Allottee first towards the interest due then towards taxes and then towards the consideration (including

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all outstanding amounts like bank loan, brokerage etc., if any, payable by the Allottee to the Promoter.

- 13.6. The Allottee agrees and undertakes to execute and register a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances. However, it is clarified and agreed between the Parties that the Promoter shall take/charge cancellation charges as determined by the Promoter from the Allottee in case of failure on the part of the Allottee to execute and register the Deed of Cancellation.
- 13.7. The Promoter has informed the Allottee and the Allottee having understood has agreed that in case if this Agreement is cancelled by reason of any breach on the part of the Allottee of the terms of this Agreement then in that event the Promoter shall refund the amounts refundable to the Allottee after deducting therefrom 10% of the consideration. Further, amounts already paid towards taxes, duties, outgoings, brokerage etc. shall also be deducted from the consideration.
- 13.8. It is expressly agreed between the Parties that in case of the Allottee/s has obtained a loan/availed of any facility against the said Apartment and/or the rights of the Allottee/s under this Agreement, then in that event upon termination, the Promoter shall have an option to make payment of the refund amounts to the concerned bank/financial institution.
- 13.9. The said refund by the Promoter to the Allottee, sent through cheque/demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims including bank loan or brokerage if any of the Allottee under this Agreement, irrespective of whether the Allottee accepts/encashes the said cheque/demand draft or not.
- 13.10. In the case of joint allotment of the Apartment in favour of joint Allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be construed to be a valid discharge of all liabilities towards all such joint Allottees.
- 13.11. The occurrence, happening or existence of any of following events shall be considered as the **“Promoter’s Event of Default”**
 - (i) Failure of the Promoter to give the Intimation to take Possession to the Allottee on or before ____ - ____ (subject to Force Majeure); or

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- 13.12. Upon the cancellation/termination of this Agreement on account of the Promoters Event of Default as mentioned hereinabove, the Allottee shall be entitled to recover all the amounts that have been paid by the Allottee to the Promoter under the terms of this Agreement (excluding taxes etc. that have been paid by the Promoter to the Government/Statutory Bodies/ Authorities and excluding bank loan, brokerage, if any). In such a case as provided under the Act, the Promoter shall refund the aforesaid amounts to the Allottee within a period of 30 (thirty) days or a mutually agreed date from the execution and registration of the Deed of Cancellation by the Allottee in favour of the Promoter.
- 13.13. In an event the Promoter completes construction of the said Wing/Building before time, then the Allottee hereby agrees and undertakes to pay the consideration amount payable for early completed stage as per the payment linked to the stage immediately on demand. Further, the Promoter shall not provide early payment discount in case the construction has been completed before the agreed timeline.

14. PROJECT MAINTENANCE AGENCY

The Allottee specifically recognizes that the Project comprises of residential buildings and he/she/they is/are agreeing to purchase the Apartment situated therein. The Allottee is also aware that the Project requires proper and periodic maintenance and upkeep. The Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Amenities shall be subject to payment of maintenance charges by him/her/them, amongst other charges, as determined by the Organization. The Organization, for the purpose of carrying out such maintenance services at the Project, may employ/hire a maintenance agency ("Maintenance Agency") appointed for the said purpose. The Allottee agrees to comply with all the rules, regulations, directions etc. framed by the Organization and/or the Maintenance Agency and/or under the applicable Laws with regards to the provision of maintenance services in the Project.

15. FORMATION OF ORGANISATION

- 15.1 The Promoter and the Consenting Party has formed & registered an Association of Apartment Owners under the name "THREE JEWELS APARTMENTS" under the provision of Maharashtra Apartment Ownership Act 1970 vide a Deed of Declaration dated 25.05.2017 duly registered under Sr. No.5139/2017 on 3rd June, 2017 at the Office of Sub Registrar Haveli-15, Pune and a Supplementary Deed of Declaration dated 14/09/2021 duly registered under Sr. No.14774/2021 on 22/09/2021 in respect of all the residential Wings/Shopping Building in the said Project "THREE

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JEWELS". The Allottee shall join as member of such Apartment Association and shall not insist for formation of any organization such as Co-operative Society, Company etc., which would create disturbance in smooth functioning of Apartment Association. Further it is agreed by and between the parties hereto that the Promoter shall have right to change, amend or alter the Declaration and Deed of Condominium and its Bye-Laws, as per the circumstances which may change in future, such as variation in percentage of undivided shares in the lands, due to utilization of additional F.S.I., T.D.R etc. and the Allottee shall abide by it.

15.2 No objection shall be taken from the Allottee if any changes or modifications are made in the draft Bye-Laws, as may be required by the Registrar of the Registrar of Companies, as the case may be, or any other Competent Authority.

15.3 The Promoter hereby states, declares and informs to the Allottee/s that prior to or during or after completion of development and construction work of the project, various orders, permissions, NOCs, Licenses, occupancy/completion certificates etc. are required to be obtained by the Promoter on execution of certain Declarations, Undertakings and Indemnity. While granting those permissions and NOCs, the concerned Authorities have imposed certain terms and conditions, which are required to be observed and complied with from time to time. The Promoter hereby agrees to comply with those terms and conditions only till the time of project is handed over to the ultimate body of Allottee i.e. Association of Apartment Owners. However, thereafter it shall be sole responsibility of the said Association of the Allottees to abide by all rules, regulations, conditions of the said orders, permissions, NOCs etc. and comply with the same and the Promoter shall not be responsible for the same after handing over of the project togetherwith its amenities to the Allottees ultimate body i.e. Association. The list of orders, permissions and NOCs, which have been obtained till date have been given to the Allottee. Certified copies of the orders and permissions etc shall be handed over to the Association.

16. TAXES AND OUTGOINGS

16.1. Maintenance:

- (i) The Promoter has informed the Allottee and the Allottee has understood that the Allottee shall within a period of 30 (thirty) days from the date of the Intimation to take Possession and in any event before taking possession pay to the Promoter the amounts set out in "Annexure L" annexed hereto. In case if the Allottee fails to make such payment, then the Promoter shall not be liable to handover possession of the Apartment to the Allottee. Failure on the part of the Allottee to make such payments/deposits to the Promoter shall be treated as an Allottee's Event of Default and consequences as stated in this Agreement shall follow. The Allottee acknowledges such right

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of the Promoter and agrees and undertakes to accept the decision of the Promoter in such circumstances.

- (ii) The amount mentioned in Annexure L is being collected by the Promoter to bear and pay the maintenance relating to the Project including water charges, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Premises, the said Wings and the Common Areas and Amenities for the Project for a period of two years from the Possession date. In case if there is any shortfall and additional amounts are required then in that event upon being called upon by the Promoter in writing, the Allottee shall forthwith make such payment.
- (iii) Upon expiry of the period of two years, the Allottee shall pay such amounts as called upon by the Promoter/ Organisation, as the case may be, towards maintenance and outgoings.

16.2. **Taxes:**

- (i) The Allottee shall, on and from the Possession Date be liable to bear and pay all pro-rata taxes and outgoings in respect of the said Premises, the said Wing, the Project and Common Areas and Amenities for the Project namely local taxes, betterment charges or such other levies as imposed by the concerned Local Authority and/or Government.
- 16.3. It is clarified that till the project is handed over to the Organisation, the Promoter shall collect amounts from the Allottees of apartments/shops in Project and shall pay the same to the concerned third parties. Upon the project being handed over, the entire management of the project shall be in the hands of the Organisation who shall then maintain the Common Areas and Amenities of the Project after collecting necessary amounts from the Allottees.
- 16.4. Upon completion of construction of the Wings, the Promoter shall insure the same, to such extent, as it deems fit, in its discretion, against risks including third-party liability, acts of God, etc., but not in respect of any articles, chattels, goods, or personal effects therein; all of which shall be suitably insured by the Allottees at his/her/their/its own cost and liability. The cost of the insurances to be obtained by the Promoter shall be recovered from the Allottee and the Allottee shall bear and pay the same. The Allottees / Organisation shall be responsible for the renewal of such insurance policies and bear and pay all premiums related thereto.
- 16.5. The Promoter has informed and represented to the Allottee that the Allottee shall be liable to contribute towards the taxes and outgoings payable in respect of the Common Areas and Amenities of the Project.

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- 16.6. It is clarified that the Promoter shall be liable to bear and pay all municipal/property related to the unsold apartments/units in the said Wings. However, no outgoings/maintenance shall be payable with regards thereto to the Organisation or Project Maintenance Agency.

17. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has clear and marketable title with respect to the Project Land in the manner provided in the Search and Title Report dated 23/09/2013 read with Supplementary Search & Title Report dated 26/06/2017, 06/09/2018, 14/11/2019 annexed to this Agreement and has the absolute right to carry out development upon the Project Land;
- (ii) The Promoter has actual, physical and legal possession of the Project Land for the implementation of the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;
- (iv) There are no encumbrances upon the Project Land except those as disclosed in the said Search and Title Report read with the Supplementary Search & Title Reports and as disclosed on the RERA Website;
- (v) There are no litigations pending before any Court of Law with respect to the Project Land except those as disclosed in the said Search and Title Report read with the Supplementary Search & Title Reports and as disclosed on the RERA Website;
- (vi) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and the said Wings/Shopping Building are valid and subsisting and have been obtained by following due process of law;
- (vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) 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 Project to the

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Competent Authorities provided however the Allottee shall be liable to contribute towards the same on and from the date of possession or expiry of 30 (thirty) days from the date of Intimation to take Possession, whichever is earlier;

- (ix) 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 Project Land) has been received or served upon the Promoter in respect of the Project Land and/or the Project;
- (x) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned Local Authority at the time of sanctioning the Plans or thereafter.
- (xi) The Promoter states that there are certain pipes/cables/ wires which are laid under the Project Land, which underlying cables relate to essential services that have been provided to the Allottees of the Project Land. The Promoter hereby reserves his right to enter upon the Project Land and to undertake such work/activities as may be necessary for the purpose of maintaining/servicing/repairing/replacing such underlying pipes/cables/ wires.

18. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee represent and warrant to the Promoter as follows:-

- (i) The Allottee has adequate funds and/or has made arrangements for the purpose of making payment of the Consideration and other amounts payable to the Promoter;
- (ii) The Allottee/s has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- (iii) No receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee for all or any of its assets and/or properties;
- (iv) The Allottee have neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her/their assets/properties are attached;
- (v) No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;

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- (vi) No execution or other similar process is issued and/or levied against him/her/them and/or against any of his/her/their assets and properties;
- (vii) He/she/they is/are not of unsound mind and/or is not adjudged to be of unsound mind;
- (viii) He/she/they has/have not compounded payment with his/her/their creditors;
- (ix) He/she/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (x) He/she/they is/are competent to contract and enter into this Agreement as per the prevailing Indian Laws;
- (xi) The Allottee has understood the entire scheme of development of the Promoter as set out in this Agreement and has obtained the clarifications required by the Allottee and the Allottee is fully satisfied with regards thereto.

19. MUTUAL COVENANTS

- 19.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purpose of show casing the apartment and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample apartment other than as expressly agreed by the Promoter under this Agreement.
- 19.2. The Promoter shall be entitled to allot all apartments and covered parking spaces and/or open parking space allotted/affirmed by the Association, constructed/to be constructed on the Project Land with a view that ultimately the Allottees of the various apartments in the Wings shall be admitted as members of the Organization in the manner stated above. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or otherwise deal with and dispose of the Apartment and the Allottees of all the apartments shall be admitted as members of the Organization.
- 19.3. The Promoter shall, if necessary, become a member of the Organization in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee, transferee and/or the buyers thereof at the discretion of the Promoter, be admitted as members of the Organization in respect of the said right and benefits. The Allottee herein and

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Organization will not have any objection to admit such assignees or transferees as its members.

- 19.4. The Promoter shall not be liable or required to pay to the Organization any transfer fees/charges and/or any amount, compensation whatsoever. Further, the Promoter shall not be liable to contribute towards the unsold apartments.
- 19.5. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
- 19.6. As and when called upon by the Promoter, the Allottee agrees and undertakes to unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter for admitting the Allottee as the member of the Organization. The Allottee further agrees and undertakes that the Allottee shall do as also cause the Organization to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the said Wings/Shopping Building and the Project Land.
- 19.7. It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she/they demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the said Wings/Shopping Building.
- 19.8. It is agreed between the Promoter and the Allottee that the Promoter shall be entitled to develop the Project Land in the manner as the Promoter may desire. The Promoter is retaining full rights for the purpose of providing ingress and/or egress to the Allottee from the Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents/agrees not to raise any objection or dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.
- 19.9. The name of the Project has been decided by the Promoter and the same shall not be changed at any time.
- 19.10. The Promoter alone shall have right to allow and grant any kind of rights to the third person/s in respect of the infra-structures, amenities, facilities and utilities of the Project on such terms and conditions which Promoter may deem fit and

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proper and the Allottees shall not have any right to interfere with and/or object to the same.

- 19.11. The Promoter has informed the Allottee and the Allottee hereby confirms having been informed and understood that the Promoter will avail of, financial assistance from any persons, bank/s and/or financial institution/s against securitisation of the Project Land and/or the Wings to be developed and constructed thereon and/or any receivables therefrom. The security interest created over the Project Land and the Wings will be released, by the Promoter, at the entire cost and expense of the Promoter, from time to time, but in any event, prior to the Project handover.
- 19.12. If the Allottee chooses to avail financial assistance from any bank/financial Institution to acquire the Premises, it shall be the sole obligation and liability of the Allottee to repay and discharge the loan amount and all sums including but not limited to interest, penalties and charges thereon. However, if there is any delay, in payment to the Promoter of any instalment of the consideration, by such bank/financial institution, the same shall be construed a breach and default by the Allottee of this Agreement and the consequences of breach as envisaged in this Agreement shall follow.

20. ALLOTTEE'S COVENANTS

- 20.1. The Allottee, with the intention to bring all persons into whosoever's hands the Apartment may come, hereby covenants with the Promoter as follows:-
- (a) Any business which causes nuisance to the occupants of the Project including but not limited to beer shoppee, liquor shops, wine shops, gaming parlours, hookah parlours, pubs etc. shall not be permitted. In case if any Allottee desires to carry out such a business then the Allottee shall procure prior written permission of the Promoter prior to handing over of the Project and pursuant to the handing over of the Project by the Organization formed.
- In case of an Association of Apartment Owners/Condominium, permission of 2/3rd majority of the members have to be obtained.
- The Promoter/Organization as the case may be shall be entitled to deny the application for carrying out such business and shall not be required to provide any reason for such rejection. The decision of the Promoter /Organization shall be final and binding on the Allottee.
- (b) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the Possession Date and shall not do or suffer to be done anything in or to the said Wing which may be against the rules, regulations or bye-laws of the Organization of the said Wing or change/alter or make an addition in/to the Apartment or any part thereof and/or the said Wing, without the consent of the Local Authorities, if required;

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- (c) 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 said Wing 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 said Wing, including entrances of the said Wing/Shopping Building and in case any damage is caused to the Apartment and/or the said Wing on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (d) To carry out at his/her/their own cost all internal repairs to the 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/to the Apartment or the said Wing which may be contrary to the bye-laws of the Organization or the rules and regulations of the concerned 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 Authority;
- (e) 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 said Wing and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Wing 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. However, after the handover to the Organisation, to take the prior written consent of the Organization;
- (f) Not to carry out/undertake any such acts that shall result in any defect/s in the Apartment or Wing or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be responsible for the same and towards the other aggrieved Allottees in the Project.
- (g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Wing and/or the Project Land or any part

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thereof or whereby any increased premium shall become payable in respect of the insurance;

- (h) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound of the said Wing or on the Project Land;
- (i) Pay to the Promoter within 30 (thirty) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned Authority for giving water, electricity for any other service connection to the said Wing;
- (j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Authority, on account of change of user of the Apartment by the Allottee to any purposes other than for the purpose for which it is sold;
- (k) 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 and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc.;
- (l) The Allottee shall observe and perform all the rules and regulations which Organization 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 Wing and the Apartment/Unit therein and for the observance and performance of the building rules, regulations and bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Organization regarding the occupation and use of the Apartment and the Common Areas and Amenities for the Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
- (m) Promoter's right of way in any of the Wing/Building/Project Land shall be strictly covered and protected till the entire project is completed after utilising of FSI and till the time the construction of the last Wing/Building alongwith amenities is completed. The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable

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times, to enter into and upon the said Wing/Building or any part thereof to view and examine its state and condition and to pass through the Project Land for enabling smooth development and completion of the Project and the Common Areas and Amenities of the Project;

21. PROMOTER TO MAINTAIN SEPARATE ACCOUNT

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, towards the outgoings, legal charges and other charges and shall utilize the amounts only for the purposes for which they have been received.

22. CONSENT FOR MORTGAGE

The Allottee hereby gives his/her/their express consent to the Promoter to raise any loan against the security by mortgage of the whole or part of the Project Land, the under construction/ constructed Wings in the Project, the under construction/constructed apartments in the Wings and to mortgage the same with any bank/s, financial institutions or any other party. This consent is on an express understanding that any charge on the said Premises shall be cleared by the Promoter at their expense before the Project is handed over to the Organization.

23. SECURITIZATION OF THE TOTAL CONSIDERATION

The Allottee hereby grants his/her/their irrevocable consent to the Promoter to securitize the Total Consideration and / or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks / financial Institutions the right to directly receive from the Allottee the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Allottee for the apartment and any payment made by the Allottee to the Promoter and / or any bank or financial institution nominated by the Promoter in writing, shall be treated as being towards the fulfilment of the obligations of the Allottee under this Agreement to the extent of such payment.

24. CREATION OF THIRD PARTY RIGHTS

24.1 BY THE PROMOTER:

After the Promoter executes this Agreement, the Promoter 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 in the said Apartment.

24.2 BY THE ALLOTEE:

- (i) The Allottee shall be entitled to transfer his/her/their right under this Agreement to any person or party provided however the Allottee and the

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new Allottee shall jointly inform the Promoter in respect thereof with a clear covenant on the part of the new Allottee undertaking to adhere to the terms and conditions of this Agreement and also the bye laws of the Organisation. The Allottee shall be entitled to effect such transfer only if the Allottee has till then not defaulted in making any payments payable to the Promoter.

- (ii) However, the Allottee agree and undertake to cause the new Allottee to execute/register the deed, document, agreement or writing as may be requested by Promoter to record the transfer as mentioned hereinabove.
- (iii) Stamp duty or other charges as may be applicable on any transfer/addition shall be paid by the transferor/transferee. The Allottee shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.
- (iv) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations/transfer.

25. MISCELLANEOUS

25.1. Use of attached terrace – It is understood and agreed by and between the Parties hereto that the terraces attached to the Apartment, if any, are intended for the exclusive use of the respective Allottee/s. The terrace shall not be enclosed by the Allottee till the permission in writing is obtained from the concerned Authority and the Promoter or the Organization .

25.2. Electricity Deposit – If in case after handover of Project onto the Organization, there is any liability of installing additional transformer for proper electricity supply whether in the said Wing/Shopping Building or on the Project Land, the costs and expenses of the same shall be proportionately borne by the Allottees of the Apartment in the said Wing/Shopping Building and shall be paid to the Promoter within 30 (thirty) days from such intimation.

25.3. Provision for separate water supply –

(a)The Promoter shall make necessary arrangements for providing water to the Wings in the Project till the project is handed over. However, in case of non-availability of water or insufficient water supply from the PMC or any other Authority and if the necessary arrangement of water is required to be done from outside sources either through tankers or from any other source, then in such case the Allottees shall bear all costs and expenses of water tankers (i.e. cost of transport and water) and the same will be part of common maintenance charges.

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The Allottees or the Organization will have to pay the said cost of water supply as maintenance charges. The Promoter shall not be liable to pay any amount towards water charges or towards expenses for procuring water.

- 25.4. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the said Wing, the said Project Land, the said Project or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment and the Internal Apartment Amenities hereby agreed to be sold to him/her/them.
- 25.5. The Allottee confirms that the Allottee has visited and has physically seen the Project Land and is not entering into this Agreement solely on the basis of any advertisement, brochure or oral representation concerning the said Apartment or the said Wing.
- 25.6. The Allottee hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the said Apartment and the Project Land and has expressly understood the contents, terms and conditions of the same and the Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.
- 25.7. For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-
- (i) PROMOTER'S PAN – AAMCS4929H
 - (ii) ALLOTTEE'S PAN -1) _____ & 2) _____

26. **WAIVER**

- 26.1. No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.
- 26.2. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter .

27. **BINDING EFFECT**

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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 the Schedules and Annexures hereto along with the payments due as stipulated in the Payment Plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Agreement shall have a binding obligation upon the Parties only upon the execution and registration of the same.

28. 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, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, said Wing or the Project Land.

29. 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 Project shall equally be applicable to and enforceable against any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

30. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in the Project, the same shall be in

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proportion to what the Carpet Area of the Apartment bears to the total Carpet Area of all the other apartments in the said Wing/s.

32. **FURTHER ASSURANCES**

The 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.

33. **NOTICES**

- 33.1. 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 or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee : MR. _____ &
MRS. _____

(Allottee Address) :

Notified Email ID: _____

Name of Promoter : SNOWFLOWER PROPERTIES PVT. LTD.

CITY POINT, 2ND FLOOR, 17 BOAT CLUB ROAD, PUNE 411 001

Notified Email ID: service@koltepatil.com

- 33.2. 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.
- 33.3. 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/them which shall for all intents and purposes to consider as properly served on all the Allottees.

34. **INDEMNITY**

The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement

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and to indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her/their representatives or any person/s visiting the Allottee or his/her/their family, guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Premises and during the occupation, use and enjoyment of the said Wing/s, the Project Land and the Common Areas and Amenities.

35. GOVERNING LAW

The rights and obligations of the Parties under 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. JURISDICTION

The appropriate Authority/Courts at Pune, as applicable, will have jurisdiction in the matter.

37. STAMP DUTY AND REGISTRATION CHARGES

37.1. The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full.

37.2. The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

37.3. If the Allottee 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

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if not rectified within a period of 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.

FIRST SCHEDULE

(Larger Land)

All that piece and parcel of vacant lands lying, being and situated at Village Kondhwa Budruk, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation and bearing following particulars:

SR. NO.	Survey NOs.	AREA AS PER 7/12 EXTRACT SQ. MTRS.	AREA OWNED BY M/S. JAIRAJ DEVELOPERS Unit-11SQ. MTRS.
1.	43/1B/44/45/2 (Amenity Space)	4357.64	4357.64
2.	43/1B/44/45/4 (D.P. Road)	23763.10	23763.10
3.	43/1B/44/45/5 (Open Space)	15440.75	9840.75
4.	43/1B/44/45/6 (Internal Road)	3278.33	3278.33
5.	43/1B/44/45/7 (Transformer Area)	605	605
6.	43/1B/44/45/A (Plot A)	128143.96	77743.96 (as per present 7/12 extract area is 72143.96 sq.mtrs. which on correction shall be 77743.96 sq.mtrs.)
7.	43/1B/44/45/B (Plot B)	5695.22	5695.22
	TOTAL		125284

together with right to use, enjoy Easement Right and all other appurtenances thereto and also together with right to use and enjoy all present and future benefits of the said land in any form/kind such as FSI, TDR etc., and collectively bounded as below:-

- ON OR TOWARDS THE NORTH - 18 Mtr wide D P Road
- ON OR TOWARDS THE EAST - 24 Mtr wide D P Road
- ON OR TOWARDS THE SOUTH - 24 Mtr wide D P Road
- ON OR TOWARDS THE WEST - 18 Mtr wide D P Road

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SECOND SCHEDULE

Project Land

All that pieces and parcels of the Property admeasuring 56300 sq.mtrs. out of aforesaid survey nos. collectively admeasuring 1,25,284 sq. mtrs. (which is shown on the plan annexed hereto by 'Red' colour boundary line), lying, being and situated at Village Kondhwa Budruk, Taluka Haveli, District Pune within the limits of Pune Municipal Corporation, Pune, and which is shown on the plan annexed.

THIRD SCHEDULE

All that piece and parcel of the property that is Apartment bearing No. _____ on the _____ floor in the Wing “___” having carpet area admeasuring _____ sq. mtrs. and exclusive right to use _____ covered parking space / _____ open car parking space to be allotted/affirmed by the Organization. Other areas which are beyond the Carpet Area consisting of 1] Enclosed balcony admeasuring _____ sq. mtrs. and 2] attached terrace admeasuring _____ sq. mtrs. in the project known as “THREE JEWELS” which is being constructed on the property described in Second Schedule written hereinabove, and which is shown on the plan annexed hereto by red colour boundary line, and also together with right to enjoy common amenities of the wing as decided and declared by the Promoter.

FOURTH SCHEDULE

PAYMENT SCHEDULE

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RECEIPT

RECEIVED from the Allottee a total sum of Rs. _____/- (Rupees Lakhs Thousand Hundred _____ Only)being part consideration paid/ being the Earnest Money booking amount paid by the Allottee to us on or before the execution of these presents in respect of sale of the said Apartment as under:

CHEQUE AMT.	CHEQUE NO.	CHEQUE	DATE	BANK	NAME & BRANCH
1.Rs. _____/-	000000	00.00.0000			
2.Rs. _____/-	000000	00.00.0000			
3.Rs. _____/-	000000	00.00.0000			

WE SAY RECEIVED
FOR SNOWFLOWER PROPERTIES PRIVATE LIMITED

(Authorized Signatory)

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IN WITNESS WHEREOF parties hereto have set and subscribed their respective hand and seal on the day and year first hereinabove mentioned.(Agreement)

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED **PROMOTER**
SNOWFLOWER PROPERTIES PVT. LTD.
Through its Authorized Signatory
Mr. Nelson Misquith

PROMOTER

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED **ALLOTTEE/S**

1. **MR.** _____

2. **MRS.** _____

ALLOTTEE/S

SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED
THE CONSENTING PARTY
M/S. JAIRAJ DEVELOPERS UNIT 11
through its Power of Attorney
Holder - SNOWFLOWER PROPERTIES PVT. LTD.
Through its Authorized Signatory
Mr. Nelson Misquith

CONSENTING PARTY

WITNESSES:

1)

2)