

Phase No. 2 (Building “B”)
DNV Elvira
MAHA RERA Registration No. _____

AGREEMENT

THIS AGREEMENT is made and executed at on this day of
... .. Two Thousand and

BETWEEN

M/s. DNV Realty, a duly registered partnership firm under the provisions of the Indian Partnership Act, 1932 having its principal place of business Elite House, 93 B/6, Senapati Bapat Road, Shivajinagar, Pune – 411 053, PAN No. AAFFD6751N, through the hands of two of its Partners **(1) Mr. Nilesh Dnyandeo Patil**, Age: adult, Occupation: Business, and **(2) Mr. Rohan Vijaykumar Dudhedia**, Age adult, Occupation Business, both having address at Elite House, 93 B/6, Senapati Bapat Road, Shivajinagar, Pune – 411053; Hereinafter called **“the PROMOTERS”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the said partnership firm and its presents and future partners and their respective heirs, executors, successors, administrators and assigns)

. . . . **OF THE FIRST PART.**

AND

Mr./Mrs./M/s.
Age: years, Occupation: PAN No.
Mr./Mrs./M/s.
Age: years, Occupation: PAN No.
Residing at/ having its office at:
... ..
... ..

Hereinafter referred to or called as **“THE PURCHASER/S”** (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone and shall include his/her/their heirs, executors, administrators and successors so far as the obligations on the part of the Promoters are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

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

WHEREAS

(A) The Promoters herein are the owners of and are well and sufficiently entitled to develop are the owners of and are well and sufficiently entitled to develop all those pieces and parcels of land or ground collectively admeasuring 40 Ares i.e. 4000 square metres bearing (i) Survey No. 96 Hissa No. 2/4 admeasuring 10 Ares assessed at Rs. 00=20paise, (ii) Survey No. 96 Hissa No. 2/9 admeasuring 10 Ares assessed at Rs. 00=20paise, (iii) Survey No. 96 Hissa No. 2/10 admeasuring 10 Ares assessed at Rs. 00=20paise and (iv) Survey No. 96 Hissa No. 2/11 admeasuring 10 Ares assessed at Rs. 00=20paise situate at village Tathawade, Taluka Mulshi, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune, hereinafter referred to as **“the said land”** more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure **“1”**.

(B) The Title and the rights of the Promoters to develop the said land are detailed herein below:-

(I) Due to the computerization of the revenue records the Survey No. and Hissa Nos. have been allotted new Hissa Nos. and for the purposes of clarity the relevant details thereto are set out hereunder:-

New Survey No./Hissa No.	Old Survey No. /Hissa No.	Oldest Survey No. /Hissa No.
Survey No. 96/2/4	Survey No. 96/2A/3	Survey No. 96/2A
Survey No. 96/2/9	Survey No. 96/2B/3	Survey No. 96/2B
Survey No. 96/2/10	Survey No. 96/2B/4	Survey No. 96/2B
Survey No. 96/2/11	Survey No. 96/2B/5	Survey No. 96/2B

(II) Common History

(a) The said Survey Nos. 96/2A and 96/2B of village Tathawade was originally owned and possessed by one Mr. Muktaji Dhondi Pawar prior to the year 1939.

(b) The said Mr. Muktaji Dhondi Pawar had mortgaged the said Survey No. 96/2A in favour of Mr. Sakharam Bapu Pawar on 21/5/1918 and that the said loan was repaid by Mr. Muktaji Dhondi Pawar to the legal heirs of Mr. Sakharam Bapu Pawar namely Smt. Tanhabai Maruti Gaikwad and Mr. Vitthu Tukaram Pawar on 12/6/1937 and pursuant thereto the charge of the said Mr. Sakharam Bapu Pawar was deleted from the revenue records vide mutation entry no. 241.

(c) The said Mr. Muktaji Dhondi Pawar expired intestate on or about the year 1955 leaving behind his legal heirs namely (i) Mr. Baburao Muktaji Pawar – son

(5anna 4pai), (ii) Mr. Mahadeo Muktaji Pawar – son (5anna 4pai), and (iii) Mr. Sadhu Muktaji Pawar – son (5anna 4pai). Pursuant thereto the names of the said legal heirs were mutated in the revenue records along with annewari vide mutation entry no. 649.

(d) The mutation entry No. 1081 pertains to the Indian Coinage Act, 1955 and the Maharashtra State Weights and Measures Enforcement Act, 1958 and is applicable to the entire village Tathawade.

(e) The Pawar family have subdivided the said Survey No. 96/2A and 96/2B and have sold portions thereof to various persons vide diverse deeds and documents and further have changed hands by way of inheritance, etc. and as the same are not the subject matter of the said land, the said mutation entries appearing on the 7/12 extracts pertaining thereto are not discussed herein. Further clarified that further after the execution of the Sale Deeds as mentioned herein below certain members of the Pawar family have expired and since the same does not affect the title of the said land being the subject matter the same are not dealt in this report. Only the history and mutation entries pertaining to the said land are discussed hereinafter.

(f) By a Sale Deed dated 17/4/1986 and registered with the office of the Sub Registrar Maval at serial no. 4955/1988 (old no. 983/1986), the said Mr. Baburao Muktaji Pawar, Mr. Mahadeo Muktaji Pawar and Mr. Sadhu Muktaji Pawar have sold and conveyed a portion admeasuring 10 Ares out of Survey No. 96/2B (new Survey No. 96/2/11) unto and in favour of Mrs. Hirabai Shamrao Barne and Mr. Bajirao Genubhau Dhumbre for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 96/2B was subdivided and Survey No. 96/2B was retained by the original owners and Survey No. 96/2B/5 was allotted to and the names of the said purchasers were mutated in the revenue records along with the remark of section 84C of The Bombay Tenancy and Agricultural Lands Act, 1948 vide mutation entry nos. 1927 and 2183. By an Order dated 27/9/1996 passed by the Dy. Tahasildar, Mulshi it was held that the transaction was legal and hence the remark of section 84C was deleted from the revenue records vide mutation entry no. 2603. The said Survey No. 96/2B/5 has been now allotted new Survey No. 96/2/11.

(g) By a Sale Deed dated 17/4/1986 and registered with the office of the Sub Registrar Maval at serial no. 4957/1988 (old no. 985/1986), the said Mr. Baburao Muktaji Pawar, Mr. Mahadeo Muktaji Pawar and Mr. Sadhu Muktaji Pawar have sold and conveyed a portion admeasuring 10 Ares out of Survey No. 96/2A (new Survey No. 96/2/4) unto and in favour of Mr. Prakash Dhananjay Chaudhari, Mr. Vilas Dnyandeo Sarode and Mr. Kiran Dnyandeo Sarode for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 96/2A was subdivided and Survey No. 96/2A was retained by the original owners and Survey No. 96/2A/3 was allotted to and the names of the said purchasers were mutated in the revenue

records vide mutation entry no. 2175. The said Survey No. 96/2A/3 has been now allotted new Survey No. 96/2/4.

(h) By a Sale Deed dated 17/4/1986 and registered with the office of the Sub Registrar Maval at serial no. 4960/1988 (old no. 991/1986), the said Mr. Baburao Muktaji Pawar, Mr. Mahadeo Muktaji Pawar and Mr. Sadhu Muktaji Pawar have sold and conveyed a portion admeasuring 10 Ares out of Survey No. 96/2B (new Survey No. 96/2/9) unto and in favour of Mr. Ravindra Dhananjay Chaudhari for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 96/2B was subdivided and Survey No. 96/2B was retained by the original owners and Survey No. 96/2B/3 was allotted to and the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2181. The said Survey No. 96/2B/3 has been now allotted new Survey No. 96/2/9.

(i) By a Sale Deed dated 17/4/1986 and registered with the office of the Sub Registrar Maval at serial no. 4958/1988 (old no. 987/1986) read with the Deed of Correction dated 9/2/1990 and registered with the office of the Sub Registrar Maval at serial no. 729/1990, the said Mr. Baburao Muktaji Pawar, Mr. Mahadeo Muktaji Pawar and Mr. Sadhu Muktaji Pawar have sold and conveyed a portion admeasuring 10 Ares out of Survey No. 96/2B (new Survey No. 96/2/10) unto and in favour of Mrs. Pratibha Prakash Khadse for consideration and on certain terms and conditions. Pursuant thereto the said Survey No. 96/2B was subdivided and Survey No. 96/2B was retained by the original owners and Survey No. 96/2B/4 was allotted to and the name of the said purchaser was mutated in the revenue records vide mutation entry no. 2182. The said Survey No. 96/2B/4 has been now allotted new Survey No. 96/2/10.

(III) Documents in favour M/s. DNV Realty

(a) By an Agreement for Sale cum Development dated 5/8/2011 registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 6785/2011, the said Mr. Prakash Dhananjay Chaudhari, Mr. Vikas Dnyandeo Sarode and Mr. Kiran Dnyandeo Sarode have agreed to sell and convey and pending the conveyance have granted the exclusive development rights and authority to develop the said Survey No. 96/2/4 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. In pursuance thereto, the said Mr. Prakash Dhananjay Chaudhari, Mr. Vikas Dnyandeo Sarode and Mr. Kiran Dnyandeo Sarode have executed a Power of Attorney dated 5/8/2011 registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 6786/2011 in favour of the nominees and partners of M/s. DNV Realty inter alia vesting in them with several powers and authorities pertaining to the said Survey No. 96/2/4.

(b) In terms of the said Agreement for Sale cum Development dated 5/8/2011, by a Deed of Sale dated 10/2/2012 and registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 1171/2012 the said Mr. Prakash Dhananjay Chaudhari, Mr. Vikas Dnyandeo Sarode and Mr. Kiran Dnyandeo Sarode have absolutely sold and conveyed the said Survey No. 96/2/4 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. Pursuant thereto the name of the said M/s. DNV Realty was mutated in the revenue records vide mutation entry no. 5635.

(c) By an Agreement for Sale cum Development dated 5/8/2011 registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 6781/2011, the said Mr. Ravindra Dhananjay Chaudhari has agreed to sell and convey and pending the conveyance have granted the exclusive development rights and authority to develop the said Survey No. 96/2/9 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. In pursuance thereto, the said Mr. Ravindra Dhananjay Chaudhari has executed a Power of Attorney dated 5/8/2011 registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 6782/2011 in favour of the nominees and partners of M/s. DNV Realty interalia vesting in them with several powers and authorities pertaining to the said Survey No. 96/2/9.

(d) In terms of the said Agreement for Sale cum Development dated 5/8/2011, by a Deed of Sale dated 10/2/2012 and registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 1186/2012 the said Mr. Ravindra Dhananjay Chaudhari has absolutely sold and conveyed the said Survey No. 96/2/9 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. Pursuant thereto the name of the said M/s. DNV Realty was mutated in the revenue records vide mutation entry no. 5639.

(e) By a Deed of Sale dated 11/11/2011 and registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 9086/2011 the said Mrs. Pratibha Prakash Khadse has absolutely sold and conveyed the said Survey No. 96/2/10 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. Pursuant thereto the name of the said M/s. DNV Realty was mutated in the revenue records vide mutation entry no. 5563.

(f) By an Agreement for Sale cum Development dated 5/8/2011 registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 6774/2011, the said Mrs. Hirabai Shamrao Barne and Mr. Bajirao Genubhau Dhumbre have agreed to sell and convey and pending the conveyance have granted the exclusive development rights and authority to develop the said Survey No. 96/2/11 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. In pursuance thereto, the said Mrs. Hirabai Shamrao Barne and Mr.

Bajirao Genubhau Dhumbre have executed a Power of Attorney dated 5/8/2011 registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 6775/2011 in favour of the nominees and partners of M/s. DNV Realty interalia vesting in them with several powers and authorities pertaining to the said Survey No. 96/2/11.

(g) In terms of the said Agreement for Sale cum Development dated 5/8/2011, by a Deed of Sale dated 10/2/2012 and registered with the office of the Sub Registrar Haveli No. 15, Pune at serial no. 1180/2012 the said Mrs. Hirabai Shamrao Barne and Mr. Bajirao Genubhau Dhumbre have absolutely sold and conveyed the said Survey No. 96/2/11 admeasuring 10 Ares unto and in favour of M/s. DNV Realty for consideration and certain terms and conditions. Pursuant thereto the name of the said M/s. DNV Realty was mutated in the revenue records vide mutation entry no. 5637.

(C) In the aforesaid circumstances the Promoters are the owners of and otherwise well and sufficiently seized and possessed of and entitled to the said land more particularly described in the First Schedule hereunder written and hereinafter referred to as **“the said land”** and the Promoters are entitled to develop the same.

(D) The Promoters herein have appointed Mr. Shashank Phadke of Solespace Liaisoning and Consulting Architects, Pune as its Architect and G.A. Bhilare Consultants Pvt. Ltd., Pune as its Structural Engineer for the preparation of the drawings and structural design of the building/s which is/are under construction on the said land and have agreed to accept their professional services and supervision. The Promoters herein have reserved right to change aforesaid Architects and Engineers before the completion of the building/s.

(E) The Promoters have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder:-

- (i) The Pimpri Chinchwad Municipal Corporation has sanctioned the layout and building plans in respect of the proposed building/s to be constructed on the said land and have issued the Commencement Certificate bearing no. BP/Tathawade/10/2015 dated 16/6/2015 and revised vide Commencement Certificate bearing Nos. BP/FP/Tathawade/07/2017 dated 29/4/2017 and BP/Tathawade/61/2018 dated 30/11/2018.

- (ii) The Collectorate vide its Order bearing No. PCMC/NOC/SR/190/2015 dated 21/8/2015 has fixed the non agricultural assessment in respect of the said land.
- (iii) The Collectorate, Pune vide its Order bearing No. PCMC/NOC/190/2015 dated 29/9/2015 has permitted the change of use and use of the said land for non agricultural purpose for an area of 3508.06 square metres for residential use and 43.75 square metres for commercial use.
- (iv) The Pimpri Chinchwad Municipal Corporation has issued the Completion Certificate bearing No. 743/2017 dated 14/12/2017 in respect of Building No. "A".

(F) In light of the aforesaid transactions, the Promoters herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, shops, premises, tenements in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the buildings, which is/are under construction or to be constructed on the said land by the Promoters and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

(G) The Promoters herein have disclosed that portion of the land to the tune of 448.19 square metres is left open out of the said land by the Promoters for common road for usage by various plot holders in the private layout.

(H) The Promoters herein have commenced the development of the said land by constructing 2 (two) residential cum commercial buildings thereon being Building No. "A" and Building No. "B". As per the sanctioned plans vide Commencement Certificate dated 30/11/2018, the said Building No. "A" has been sanctioned as Parking floor plus 6 (six) upper floors and the said Building No. "B" has been sanctioned as Parking plus 6 (six) upper floors having 34 (thirty four) tenements and which are to be revised to have 36 (thirty six) tenements in due course of time if permitted by the concerned authorities and the entire development and Project to be known as "DNV ELVIRA".

(I) Pursuant to the coming into force of the Real Estate (Regulation and Development Act, 2016, the Promoters have divided the said Project into two phases as enumerated hereunder viz.

(a) Phase No. 1 comprising of construction of Building No. “A” having Parking floor plus 6 (six) upper floors and 47 (forty seven) residential tenements and 3 (three) commercial tenements for convenience shopping and for which the construction was ongoing and has been completed and Completion Certificate thereto has been issued by Pimpri Chinchwad Municipal Corporation.

(b) Phase No. 2 comprising of construction of Building No. “B” presently sanctioned as Parking floor plus 6 (six) upper floors comprising of 34 (thirty four) residential tenements and to revised to comprise of 36 (thirty six) residential tenements if permitted by the concerned authorities is ongoing.

(J) The Promoters have got itself registered for Phase No. 1 of the Project i.e. Building No. “A” under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary MAHA RERA Registration Certificate bearing No. P52100001240 has been issued.

(K) The Promoters have got itself registered for Phase No. 2 of the Project i.e. Building No. “B” under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary MAHA RERA Registration Certificate bearing No. _ _ _ _ _ has been issued.

(L) The Promoters have also disclosed to the Purchaser/s that they would form and register a one Cooperative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire Project comprising of Phase No. 1 and Phase No. 2 i.e. Building No. “A” and Building No. “B” and that the society would be formed after the disposal of 51% of the tenements in the said Project.

(M) The Promoters have disclosed to the Purchaser/s that there are no litigations pending in respect of the said land and/or the said Project as on the date of this agreement.

(N) The Promoters have disclosed that they have obtained a loan from Central Bank of India for development and construction of the said Project and for the said purpose have mortgaged the said land along with the buildings thereon in favour of

the said bank by an Indenture of Mortgage dated 29/11/2015 and registered with the office of the Sub Registrar Haveli No. 25 at serial no. 7762/2015. The Promoters have repaid the said loan and the said bank has executed the Deed of Reconveyance dated 21/9/2018 registered with the office of the Sub Registrar Haveli No. 25 at serial no. 14789/2018 and released their charge over the said land and buildings.

(O) The Promoters have disclosed said Building No. "B" shall comprise of Parking floor plus 6 (six) upper floors in Phase No. 2 as stated above comprising of residential tenements. The Promoters have further disclosed that in due course of time hereafter the Promoters would revise the building plans for Building No. "B" by way of loading the necessary FSI and further TDR/Slum/Paid FSI thereon as would be permissible by the concerned authorities.

(P) While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Project on the said land and the said building/s and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

(Q) The Purchaser/s herein has/have demanded from the Promoters and the Promoters have given photocopies to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Promoters and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

(R) The copy of the plan showing the said land is annexed hereto as Annexure – "1". The copy of the Certificate of the Title of the said land issued by the Advocate of the Promoters herein is annexed hereto as Annexure – "2". The copies of the 7/12 extract /Property Extract Card of the said land showing the nature of the title of the Promoters is annexed hereto as Annexure – "3". The copies of the parking floor plan and floor plan, showing the allotted parking and the said Premises agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – "4A" and "4B". The copy of the latest Commencement Certificate is annexed hereto as Annexure – "5" being sanction to the buildings plans. The copy of the N. A. Order is annexed hereto as Annexure – "6" being permission for NA use of the said land. The

details of the said Premises which is agreed to be purchased by the Purchaser/s herein are annexed hereto as Annexure – “7”. The details of the payment of installments of consideration are annexed hereto as Annexure – “8”. The specifications herein are agreed to be provided by the Promoters in the said premises which is agreed to be purchased by the Purchaser/s herein are stated in Annexure – “9” annexed hereto. The General Rules of Conduct in the said Project are annexed hereto as Annexure – “10”. The Power of Attorney of the person/s admitting the registration on behalf of the Promoters is annexed hereto as Annexure – “11”. The photo identity of the Promoters and the Purchaser/s is annexed hereto as Annexure – “12”.

(S) The Promoters have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion Certificate of the said building and the tenements therein.

(T) After the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title of the Promoters and rights and authorities of the Promoters herein and also as regards all permissions and sanctions for development and the terms/ conditions/ stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

(U) The Purchaser/s herein has/have applied to the Promoters for allotment of the said Premises more particularly described in Annexure “7” annexed hereto and shown on the plan annexed hereto as Annexure “4” , (herein referred to or called as **“THE SAID PREMISES”**) and that the Promoters have confirmed the allotment of the said Premises to the Purchaser/s.

(V) For the purposes of this Agreement, “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises.

Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(W) The Promoters herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – “9” annexed hereto.

(X) The Purchaser/s herein is/are aware of the fact that the Promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements/ flats/ shops/ terraces, and top terrace etc.

(Y) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

(Z) Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Promoters a sum of Rs. ____ /- (Rupees _____ only), being Application amount and which is now converted into part payment of the sale consideration of the said Premises agreed to be sold by the Promoters to the Purchaser/s (the payment and receipt whereof the Promoters doth hereby admit and acknowledge) and that the Purchaser/s have agreed to pay to the Promoters, the balance consideration of the sale consideration in the manner as stated in Annexure - “8” annexed hereto.

(AA) The Purchaser/s herein represents and assures that the Purchaser/s is are not barred or debarred or disentitled to acquire the said Premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.

(BB) Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said

Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

(CC) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoters have agreed to sell and the Purchaser/s have agreed to purchase the said Premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. CONSTRUCTION

As stated hereto before the Pimpri Chinchwad Municipal Corporation /concerned authorities has sanctioned the building plans of the Building Nos. "A" having Parking plus 6 (six) upper floors under Phase No. 1 and have completed the construction of the said Building No. "A" in Phase No. 1 on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority and the Completion Certificate thereto has been received as stated above.

As stated hereto before the Pimpri Chinchwad Municipal Corporation /concerned authorities has sanctioned the building plans of the Building Nos. "B" having Parking plus 6 (six) upper floors under Phase No. 2 which is under construction on the said land having 34 (thirty four) tenements. The Promoters herein shall continue and complete the construction of the said Building No. "B" in Phase No. 2 on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plans have been seen separately and approved by the Purchaser/s and further that the Purchaser/s has/have also seen the tentative plans for the said Building No. "B" comprising of 36 (thirty six) residential tenements i.e. two additional tenements to be constructed in future, so as to consume the total buildable potential including Slum/Paid FSI and TDR as stated hereinabove and have given their consent thereto.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change

in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID PREMISES

(A) Relying upon the Purchaser/s representation/s and assurance/s, the Promoters herein have agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Promoters Residential premises bearing **Flat No.** _ _ _ _ _ admeasuring carpet area about _ _ _ _ _ **square metres** and Enclosed Balconies collectively admeasuring _ _ _ _ _ **square metres** together making a total area of _ _ _ _ _ **square metres** situate on _ _ _ (_ _ _ _ _) Floor in **Building No. “B”** in the Project to be known as **“DNV Elvira”** and having **Residential** usage and along with an exclusive right to use (i) adjacent Open Terrace collectively admeasuring _ _ _ _ _ **square metres**, (ii) adjacent Open Balcony collectively admeasuring _ _ _ _ _ **square metres**, (iii) Covered Car Parking Space No. _ _ _ _ _ admeasuring _ _ _ _ _ **square metres** and (iv) Open Car Parking Space No. _ _ _ _ _ admeasuring _ _ _ _ _ **square metres** along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure **“7”** annexed hereto and is hereinafter referred to as **“THE SAID PREMISES”**, at or for total lumpsum consideration of **Rs.** _ _ _ _ _ **/- (Rupees** _ _ _ _ _ **only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society, etc. including share money, expenses for final conveyance deed, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Promoters or concerned authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

(B) The Promoters herein have agreed to provide the specification and amenities in the said Premises which are more particularly described in the Annexure **“9”** annexed hereto.

(C) The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax,

work contract tax, or such taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the Promoters on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is levied or recovered or charges or becomes payable under any statute/rule/ regulations/orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Premises or this agreement or this transaction the same shall be borne and shall paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Promoters.

(D) The above mentioned consideration towards the said Premises is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20% (twenty percent) above the price of such building material/s as on the date of this agreement. The Promoters agree that at the time or raising such a demand for such escalation, the Promoters shall enclose the notification / rule/ regulation / order/ etc. to that effect.

(E) The Promoters may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility , which are other than the specifications and amenities as set out in Annexure “9”.

(F) The present agreement is not a construction agreement or work contract of service contract and the said land , the said building and the said Premises shall vest only with the Promoters and would pass on to the ultimate organization of the tenement purchasers of the Project and/or the Purchaser/s as the case may be on the execution of the final conveyance of the said land and building/s thereon including the said Premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the Purchaser/s alone.

(G) The Promoters undertake to intimate the Purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws/statutes.

(H) The Purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the Promoters within 7 (seven) days from the date of such demand by the Promoters and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Premises in favour of the Promoters and the Promoters shall be entitled to recover the same from the Purchaser/s along with interest thereon and till such time the said amount along with interest if any is paid by the Purchaser/s, the Promoters shall be entitled to withhold handing over of possession of the said Premises to the Purchaser/s.

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

(A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed in Annexure "8" annexed hereto.

(B) The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

(C) The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of "**M/s. DNV Realty Escrow A/C No. _____**".

(D) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

(E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.

(F) It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure “8” annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

(G) The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoters to adjust his/her/their payments in any manner.

(H) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

(A) It is hereby agreed that the Promoters and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pimpri Chinchwad Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.

(B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Promoters from Pimpri Chinchwad Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Promoters and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

(A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

(B) It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as

floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI to be consumed on the said land is also shown on the tentative plan which would be sanctioned in due course of time.

(C) The Promoters have disclosed that the total buildable potential in the Project is approx. 4830.46 square metres including FSI of the said land and TDR/Paid FSI. The Promoters have at the time of this Agreement utilized a buildable potential as per the sanctioned plans and shall utilize the balance buildable potential by revising the building plans by addition of additional tenement/floors in and upon the said Building "B" in due course of time and for such utilization of the balance buildable potential by the Promoters, the Purchaser/s have given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said land and/or to the layout plan and/or to the building plans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Promoters for the said purpose without any demur and delay.

(D) The Promoters shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(E) The Promoters shall obtain additional FSI and which FSI shall be consumed over the said building by constructing additional floors and tenements upon Building No. "B", subject to the condition that the same shall not change the location, area, size and shape of the said Premises agreed to be sold to the Purchaser/s. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Promoters without any demur and delay.

(F) As stated in these presents, the Promoters have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s

has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Promoters only.

(G) The Promoters shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Promoters to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title, rights and authorities of the Promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

(B) The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/ herself/ themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

(D) The area admeasuring 448.19 square metres is left open to be used as common road by all the holders in the private layout of Survey No. 96.

7. TIME IS ESSENCE OF THE AGREEMENT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the Project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the Project after receiving the Completion Certificate from the concerned authorities. The Promoters have

disclosed that the total Project comprising of Phase No. 1 and Phase No. 2 would be completed prior to December, 2022.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure “8” being the payment plan.

(D) If the Promoters fail to abide by the time schedule for completing the Project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

(F) Without prejudice to the right of the Promoters to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days sent by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/ies of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/ies mentioned by the Promoters within

the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Ramhari Chandrakant Bhujbal, Age: adult, Occupation: Service, having address at: S No. 33/2/10, Samarth Colony, Baner, Pune 411045 being the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mr. Ramhari Chandrakant Bhujbal is annexed hereto as Annexure "12" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may be required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8. SPECIFICATIONS AND AMENITIES

(A) The specifications of the said Premises and fixtures, fittings and amenities to be provided by the Promoters to the said Premises or to the said building being in which said Premises is situated are described in the Annexure “9” annexed hereto.

(B) If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoters and if it is possible for the Promoters, then the Promoters herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the Promoters shall be final.

9. DELIVERY OF POSSESSION

The Promoters herein shall complete the construction of the said Premises in all respect on or before December, 2022. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7 (D) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure “8” annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2 (C) and 2(D) hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.
- (vi) Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.
- (vii) Pendency of any litigation.

- (viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pimpri Chinchwad Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.
- (xi) Any other reasons beyond the control of the Promoters including force majeure conditions.

10. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES

(A) After completion of construction in all respects in respect of the said Premises and upon obtaining the Completion Certificate, the Promoters herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Premises is ready for use and occupation and to take possession of the said Premises within a period of 15 (fifteen) days from the receipt of such letter.

(B) On receipt of such letter from the Promoters, the Purchaser/s herein shall inspect the said Premises in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in clause 10(A), at his/her/their request, the Promoters herein shall hand over the possession of the said Premises to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Promoters under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Promoters in pursuance of these presents.

(C) It is further agreed between the parties hereto that, after receiving the possession of the said Premises as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said Premises by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said

Premises on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.

(D) At the time of taking possession of the said Premises, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Promoters.

(E) The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters.

(F) The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.

(G) In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc as applicable.

11. DEFECT LIABILITY

(A) If within a period of 5 (five) years from taking possession or 15 (fifteen) days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

12. USE OF THE SAID PREMISES

(A) The Purchaser/s shall use the said Premises or any part thereof or permit the same to be used only for Residential/Commercial purpose as shown in the sanctioned plans.

(B) The Purchaser/s or Occupier/s of any tenement in the building shall not use the said Premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, Accommodation for any person/s, Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.

(C) The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not entitled to park inside the Project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces,

(D) Further the Purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.

(E) The Promoters shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the Project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the Project comprising of the said Building No. "A" and Building No. "B" being Phase No. 1 and Phase No. 2 shall join in forming and registering a Cooperative

Housing Society to be known as “DNV Elvira Cooperative Housing Society Ltd.” or by such other name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

(B) The Promoters shall form and register the Cooperative Housing Society after the sale of at least 51% (fifty one percent) of the tenements in the said Project comprising of Building No. “A” and Building No. “B” being Phase No. 1 and Phase No. 2.

14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

The Promoters have also disclosed to the Purchaser/s that they would form and register one Cooperative Housing Society for Phase No. 1 and Phase No. 2 i.e. Building No. “A” and Building No. “B” under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the society would be formed after the disposal of 51% of the tenement in the Project comprising of Phase No. 1 and Phase No. 2. The Promoters shall convey the said land along with all the two buildings in the Project and the common amenities and facilities to the said society on or before December, 2023 and subject to (i) disposal of 2/3rd tenements in the Project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft Conveyance by all parties concerned by mutual consent.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

(A) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment

in respect of the said land to the respective authorities and/or to the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.

(B) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises quantified at Rs. 36/- (Rupees Thirty Six only) per square metre (total area) per month to the Promoters and/or maintenance company appointed by the Promoters or/and to the ad-hoc committee appointed by the Promoters or authorized committee of the Society which is to be formed by the Promoters herein as stated hereinbefore.

(C) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.

(D) But it is specifically agreed between the parties hereto that, the Promoters is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

(E) The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession pay in advance a sum of Rs. _____/- (calculated at Rs. 36/- (Rupees Thirty Six only) per square metre (total area) per month) for period upto 12 (twelve) months or December, 2023, whichever is earlier towards maintenance charges to the Promoters or the maintenance company. The Promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished by the Promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.

(F) It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said maintenance company such sums as may be determined by the said maintenance company having regards to inflation.

(G) The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

(H) It is specifically agreed between the parties hereto that, the Promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

16. SPECIAL COVENANTS

(A) The Promoters herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoters herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or Project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoters herein have agreed to allot and sell the said premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

(B) The Promoters herein are providing advance technology amenities / material / plant and equipment in common area/facilities like lifts, electric rooms, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Promoters shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property.

(C) The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, STP, bio compost plant, STP (if any), etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

(D) The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said premises during the course of construction with prior permission of the Promoters and on a pre appointed time and date only.

(E) The Purchaser/s shall not be entitled to carry out any modification or charges in the said premises during or after the construction of the said Premises without the

prior written permission and consent of the Promoters. All modifications and changes shall only be carried out at the discretion of the Promoters.

(F) There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporary remove his/her/their vehicles from the parking area for carrying on maintenance works and repairs.

(G) The grant of completion/occupation certificate by the concerned authority, in respect of the said Premises shall be conclusive proof as to completion of construction of the said Premises.

(H) The Purchaser/s herein admits and agrees to always admit that the Promoters are always ready and willing on all payment payable by the Purchaser/s under this Agreement to the Promoters to hand over the possession of the said Premises on its completion.

(I) If at any time, after execution of this agreement, any additional tax/duty/charges/premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Premises or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoters from all such levies cost and consequences.

(J) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

(K) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building/s/wing/s or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases,

terraces, recreation spaces, Garden space etc. will remain the property of the Promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.

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

(M) In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements/units. premises in the building/wing, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Society or the maintenance company as the case may be shall have no right to demand any amount from the Promoters herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

(N) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Promoters.

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

(P) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Promoters to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoters

herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.

(Q) In case after the possession of the said premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Promoters or the ultimate organization the details of such tenant or licensee or care takers.

(R) The Purchaser/s shall abide and observe by the General Rules as stated in Annexure “10” annexed hereto as regards the use and occupation of the said Premises.

(S) On notification being issued by the Government to that regards, the Promoters shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the Project and shall pay the necessary premiums and charges thereto.

17. PROMOTER’S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building/wing, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under head Common Facilities only shall be the common facilities and the Promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the Promoters thinks fit.

18. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

(A) The Promoters have a clear and marketable title with respect to the Project land, as declared in the title certificate annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

(B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said Project and shall obtain

requisite approvals from time to time to complete the development of the said project.

(C) There are no encumbrances upon the said land or the said Project save and except those disclosed in the Title Report and/or in this Agreement.

(D) There are no litigations pending before any Court of Law with respect to the said land or Project save and except those disclosed in the Title Report and/or in this Agreement.

(E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said land and the said building/wing shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building/wing and common areas.

(F) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

(G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said Project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

(H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

(I) At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

(J) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said Project to the concerned authorities.

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

19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC.

The Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said Premises may come, doth hereby covenant with the Promoters as follows for the said Premises and also for the building in which the said Premises is situated.

(A) To maintain the said Premises at the Purchaser/s own cost in good tenatable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building/wing in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said Premises and/or to the building /wing in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

(B) Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building/wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building/wing including entrances of the building/wing in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

(C) To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoters. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

(D) Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside

colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building 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 said Premises without the prior written permission of the Promoters and/or the ultimate organization of the tenement purchasers.

(E) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s/wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

(F) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said land and the building in which the said Premises is situated.

(G) Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the op terrace. Prior written permission for installation of such devices shall have to be obtained from the Promoters or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

(H) Pay to the Promoters within 15 (fifteen) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.

(I) To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.

(J) The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Promoters under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Promoters and obtained written consent thereof.

(K) The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may adopted at its inception

and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

(L) Till the conveyance of the said land and building in which the said Premises is situated is executed in favour of the ultimate organization of tenement purchasers, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE PROJECT AND BUILDING/S

(A) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoters herein have decided to have the name of the Project / Scheme **“DNV ELVIRA”** and further erect or affix Promoters name board at suitable places as decided by the Promoters herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.

(B) The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid Project / scheme name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

(A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated.

(B) “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony

or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

(C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

(D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

22. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take the said Premises.

23. CAR PARKINGS

(A) It is hereby agreed that though the car parking and scooter parking area covered or open shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Promoters on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the Project or their ultimate organization that may be formed.

(B) The Purchaser/s has/have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Promoters ex-gratia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of

parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the Project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

(C) All the tenement purchasers in the Project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parkings, scooter parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.

(D) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.

(E) The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of the Mr. Nilesh Dnyandeo Patil being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brouchers contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Promoters. The concept tenement made by the Promoters may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Promoters and the same are not standard amenities which are agreed to be provided.

25. TAX DEDUCTED AT SOURCE

(A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged / credited by the Promoters, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount

mentioned in the Certificate is matching with Income Tax Department site to that effect.

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

26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Promoters in favour of the Purchaser/s. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoters in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

27. BINDING EFFECT

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

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, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

29. RIGHT TO AMEND

This Agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

31. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under any other applicable law, such provision in this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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.

32. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the tenements in the project.

33. FURTHER ASSURANCES

The parties hereto 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 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.

34. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoters at the Promoters office at Pune. After the Agreement is duly executed by the parties, the said Agreement shall be registered with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

35. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Promoters after receiving written intimation will attend such office and admit execution thereof.

36. SERVICE OF NOTICE

(A) All notices to be served on the Promoters or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Promoters or the Purchaser/s as the case may be by under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.

(B) In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Promoters or the Purchaser/s as the case may be.

(C) In case of joint purchasers all communications shall be sent by the Promoters to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

37. DISPUTE RESOLUTION

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

38. EFFECT OF LAWS

- (A) The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
- (B) This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.
- (C) The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

FIRST SCHEDULE

(Description of the said land)

All those pieces and parcels of land or ground collectively admeasuring 40 Ares i.e. 4000 square metres bearing (i) Survey No. 96 Hissa No. 2/4 admeasuring 10 Ares assessed at Rs. 00=20paise, (ii) Survey No. 96 Hissa No. 2/9 admeasuring 10 Ares assessed at Rs. 00=20paise, (iii) Survey No. 96 Hissa No. 2/10 admeasuring 10 Ares assessed at Rs. 00=20paise and (iv) Survey No. 96 Hissa No. 2/11 admeasuring 10 Ares assessed at Rs. 00=20paise situate at village Tathawade, Taluka Mulshi, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27, Pune and collectively bounded as follows:

- | | |
|-------------------------|-------------------------------------|
| On or towards the East | : By 30 feet wide road. |
| On or towards the West | : By Survey No. 96/1. |
| On or towards the North | : By land of M/s. DNV Realty. |
| On or towards the South | : By land of Mr. Kamlakar Lokhande. |

SECOND SCHEDULE

(Details of the Common Facilities and Restricted Areas and Facilities)

COMMON FACILITIES :-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light point outside the building and the staircase/s as well as those in the common parking space.

5. One overhead water tank for each building/wing with water pump connected to water reservoir.
6. Lift/Elevator, lift well and elevator equipments located adjoining the overhead water tank for the building.
7. Garden AND open space if specifically marked.
8. Top Terrace Garden.

(B) RESTRICTED AREAS AND FACILITIES:-

1. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
2. The parking spaces as shown in plan shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holders in the building in the manner as stated herein.
3. Top terrace of the building/s shall be restricted and the Promoters herein shall have exclusive right to allot the same to the accommodation holder in the building.
4. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, parking spaces within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey or allot the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED, SEALED AND DELIVERED]
by the within named Promoters]
M/s. DNV Realty]
through the hands of two of its Partners]
(1) Mr. Nilesh Dnyandeo Patil]
]]
(2) Mr. Rohan Vijaykumar Dudhedia]
in the presence of]

SIGNED, SEALED AND DELIVERED]
by the within named Purchaser/s]
... ..]
... ..]
... ..]
... ..]
in the presence of]

WITNESSES

(1) Sign:
Name:
Address:

(2) Sign:
Name:
Address:

Annexure “1”

Copy of Plan of the said land

Annexure “2”

Copy of the Certificate of the Title

Annexure “3”

Copy of the 7/12 extract /Property Extract Card of the said land

Annexure “4A” and “4B”

Copy of the parking floor plan and floor plan

Annexure “5”

Copy of the Commencement Certificate

Annexure “6”
Copy of the N.A Order

Annexure “7”

Details of the said Premises

Phase No. 2 – Building No. “B”

(A)	Flat No.	_____
(B)	(i) Carpet area of the said Premises	_____ square metres
	(ii) Carpet area of Enclosed Balcony (collective)	_____ square metres
	Total area [B(i) + B(ii)]	_____ square metres
(C)	Floor	_____
(D)	Building	“B”
(E)	Usage	Residential
(F)	Exclusive rights to use :	
	(i) Adjacent Open Terrace (collective)	_____ square metres
	(ii) Adjacent Open Balcony (collective)	_____ square metres
	(iii) Covered Car Parking Space	_____ square metres bearing No/s. _____
	(iv) Open Car Parking Space	_____ square metres bearing No/s. _____

In the Project known as “**DNV ELVIRA**” being developed or developed on the said land described in the First Schedule herein written.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the Agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTERS)

PURCHASER(S)

- _____
1. _____
2. _____

Annexure “8”

Details of the installment of the payment of the consideration
by the Purchaser/s to the Promoters

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	19%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	01%	Rs. _____/-	Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
e)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 1 st slab above the plinth of the said building/wing in which the said Premises is situated.
f)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 3 rd slab above the plinth of the said building/wing in which the said Premises is situated.
g)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 th slab above the plinth of the said building/wing in which the said Premises is situated.
h)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 5 th slab above the plinth of the said building/wing in which the said Premises is situated.
i)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.
j)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the

			Promoters on the completion of walls, internal plaster, floorings of the said Premises.
k)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
l)	05%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
m)	10%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
n)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____/-	TOTAL

Annexure “9”
Amenities and Specifications

External Specifications

- Designer entrance gate with security cabin.
- Earthquake resistant RCC structure.
- Fire Fighting Equipments.
- Rain Water Harvesting.
- Solar PV Power for staircase and parking lights
- Concrete Road with Tremix Finish.

Internal Specifications

- Kitchen Trolley.
- Solar Hot Water in both Bathrooms.
- Provision for Inverter.
- Jaguar or equivalent C.P. fittings.
- Hindware or equivalent sanitary fittings.
- Full Height dado (upto ceiling level)
- 2” X 2” Vitrified Tiles.
- 3 track Aluminum Sliding Windows with Mosquito Mesh and M.S Grills.

General

- Landscaped Garden.
- Senior Citizens Park.
- Children’s Play Area.
- Amphitheatre
- Jogging Track
- Climbing Wall.
- Sand Pit.
- Basketball Court.
- Gymnasium on top floor.
- Top Terrace Garden.
- Top Terrace Meditation Deck.
- Automatic Service Lift and Passenger Lift.
- CCTV Cameras in common areas.
- Common DTH Connection.
- Intercom Facility.
- Video Door Phone.
- Designer Entrance Lobby.
- Fire Escape Staircase.

- Garbage Chute.
- Genset Back up for Common Areas.

Note: -

1. The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Promoters have any reservation as to its quality, then in such a case the Promoters shall have a sole right to put up other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.
2. Any additional specification or work will be charged extra by the Promoters. No rebate will be given for cancellation or omission of any item or amenity.
3. The Promoters reserve the right to amend /add/delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.

Annexure “10”

General Rules

Vehicle Access

- No taxis, rickshaws or similar vehicles will be allowed in the premises. School bus and similar vehicles not allowed inside the premises exception to this is medical emergency vehicles which must be allowed without delays.
- No pick up and drop off vehicles like call center vehicles allowed in premises.
- ID tags for maids, vendors and regular society staff are compulsory which they must wear while on premises. They must make an entry and exit at security desk.
- Residents must cooperate with security agency's requests for identifying themselves.

External walls, attached terraces/balconies etc:

- No pots on the terrace/balcony/window walls for safety and aesthetics reasons. The mud-stains from these pots ruin the exterior paint.
- No pots, shoe-racks, decorative articles etc. in the common lobbies and common walls as they compromise the movement of human traffic during emergencies. All common areas must be kept free of personal belongings.
- No hanging of clothes on terrace/balcony/window railings and walls. We encourage you to buy portable clothes dryer/hanger, which can be kept in your terrace/balcony.
- Windows or wall mounted air condition units will not be allowed. Provisions for split A/C units are provided and such units must be mounted on designated spaces only after society approval in writing.
- Modification of exterior including terraces, balconies, walls and windows in any form is not allowed.
- Major electrical modifications like installing inverter for power backup will be allowed only after consultation and approval from our electrical consultant.
- Water heaters using gas will not be permitted due to safety reasons.
- No fixtures on external walls like wall hung pots, ceiling hung swings/pots etc
- Staircase, lobbies etc are common property of society. Hence fixtures, shoe-racks, pots etc will not be allowed in these areas. Such lobbies cannot be used as storage space for any articles including bicycles and sporting goods.
- Satellite dish must be mounted on designated areas.
- Owning and shades on the terraces are not allowed.

Misc.:

- No late night parties (up to 10:00 pm max). No loud music.

Renting / leasing / subletting

- Renting or subletting to students or persons for hostel/group living purpose. Such group livings have known to create problems in many societies in form of nuisance values and security compromise.

General Hygiene and Safety

- Attached terraces and balconies are designed with specific load calculations. Do not use them for storage purpose.
- Pets cannot be taken out into premises for defecation/urination purpose. It is your duty to clean after your pet.
- No smoking in common areas like staircase lobbies, foyer etc as second hand smoke is hazardous to health. Remember children too use these common areas.
- Driving speed on internal roads not to exceed 25 km/hr. Please remember kids are at play in complex.
- Please follow all the driving signs in the society (parking, stop, speed, turns etc.)
- Encourage yourself to buy individual portable fire extinguisher type ABC (multipurpose) and keep it handy in your kitchen for your own safety.

Waste Management:

- Garbage chute timings are restricted from 7.00AM to 10.00 AM due to hygiene reasons, if provided.
- All garbage must be put into plastic bag before throwing into garbage chute.
- Please remember it is now mandatory by PCMC rules to segregate Wet and Dry garbage.
- Encourage all residents to segregate recyclable items like paper, aluminum and metal cans, glass bottles/jars etc.

Annexure “11”

Copy of the Power of Attorney of the person/s admitting the registration
on behalf of the Promoters

Annexure “12”

Copy of the Photo Identity of the Promoters and the Purchaser/s