

APPLICATION FOR PURCHASE OF UNIT/S

From, **Mr./Mrs./Ms.** _____

To, _____

Sirs,

I/We hereby apply for the purchase/allotment of the flat/Shop in your project " _____ ",
at _____ as under.

1. Applicant/Purchaser Details

a) Mr./Mrs./Ms. _____

Age: _____ Years, Occupation: _____ PAN No.: _____

Address: _____

E-mail ID: _____ Contact No.: _____

b) Mr. /Mrs./Ms. _____

Age: _____ Years, Occupation: _____ PAN No.: _____

Address: _____

E-mail ID: _____ Contact No.: _____

2. Details of the Units Applied for

a) Building/Wing: _____ b) Number: _____

c) Area – Carpet: _____ sq. ft. d) Floor: _____

Inclusive of

- i) Temporary License to use Car Parking Space No. _____
admeasuring _____ sq. ft. on ex-gratia
- ii) Exclusive and restricted right to use garden in front of and/or behind the unit admeasuring _____ sq. ft.
- iii) Exclusive and restricted right to use attached terrace admeasuring _____ sq. ft.;
attached dry terrace admeasuring _____ sq. ft.; attached exclusive balcony admeasuring _____ sq. ft.

a. Price Offered

Lump sum amount of Rs. _____/-
(Rupees _____ only)

The following charges shall be payable over and above the above mentioned price:

i) Stamp Duty and Registration Rs. _____

ii) Legal Expenses Rs. _____

iii) GST @ 12% Rs. _____

iv) Maintenance Rs. _____

v) Society Formation/Registration Rs. _____

vi) Any other taxes if any required to be paid till the possession of the above mentioned unit

Home Loan Details:

Bank _____ Loan Amount _____ Contact No. _____

3. I/We hereby understand and state that

a. I / We know that the Promoter has registered the said Project under the provisions of the Real Estate (Regulation And Development) Act, 2016 with the Real Estate Regulatory Authority on _____ bearing Registration No. _____; and I /We have checked/verified/inspected/ satisfied myself/ourselves about the details given in the website and all the relevant documents at office in respect of project/ Phase ____ and I/We are fully satisfied about the said Project/Phase ____

b. I / We shall also bear and pay the charges and expenses of stamp duty, registration charges, maintenance charges GST and the other incidental expenses and the out-goings in respect of the said unit. It is further

agreed upon and explained by the promoter to me/us that, G.S.T has been made applicable and will be applied on present transaction by the government from 01st July 2017 or any other date and as per the government policy, the promoter has already passed on the tax rebate of GST to the me/us on the price agreed in the present agreement i.e. the price has already been discounted considering the setoff of GST to the promoter. This consideration amount and the setoff mechanism have been explained to me/us by the promoter and the I/we have verified the same. Hence, the consideration amount decided in this agreement is net off GST. Therefore, I/we in no case shall demand any further reduction/rebate in the agreed price for the said unit and am/are under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.

- c. I/We agree that allowing you to use the said covered car parking space no. _____ is only for temporary period till the Society/ Association of the Purchasers is formed and thereafter, the said Society/ Association of the Purchasers shall confirm the exclusive use of the said covered car parking space no. _____ for you and the same shall be subject to the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016.
 - d. I/We agree to pay the booking amount of Rs. _____/- today and further undertake to get the agreement for Sale executed and registered WITHIN _____ DAYS FROM TODAY and in case of my/our failure to do so, you are at liberty to carry out the booking of the said unit with another purchaser and to accept the application money from the other purchaser. In such case I shall be entitled to the refund of Rs. _____/- only. For this my Bank account no. is _____ and Bank is _____ and IFSC Code is _____. I hereby authorize you to deposit my refund to my above account.
 - e. I/We shall have no claim against you incase my/our offer stated herein has not been accepted by you, except to the extent of refund of the amount paid to you for the purpose of booking.
 - f. I/We further understand that the application money is refundable with above mentioned deduction of Rs. 50000/-without any interest thereupon and it shall be my/our responsibility to collect the said refund from your office and you shall not be held responsible therefore.
 - g. I/We understand that the payment and the acceptance of the application money doesn't amount to the "acceptance of my/our offer of purchase or allotment of the above referred unit" and the contract/ agreement for the sale of the said unit shall come into existence only by written agreement/contract in my/our favor within the time stipulated hereinabove.
 - d. I/We further understand that after the acceptance of the offer by signing of an agreement by and between us, the terms and conditions of the agreement shall prevail upon, in the event any of them are repugnant to the context or meaning of this application.
 - e. I/We have also gone through the draft of the proposed agreement and in the event, my/our offer is accepted, I/We am/are ready to sign the said agreement.
 - f. I/We understand that the acceptance of my/our offer shall only be by the execution of a written agreement in my/our favor.
 - g. I/We further understand that in the event, no agreement of sale-purchase is executed by you, my/our application and the offer shall be deemed to be rejected.
 - h. I/We further understand that the application is liable to be rejected and/or deemed to be rejected without assigning any cause.
4. **I/We, therefore, hereby request you for the allotment of the above-referred unit by signing the necessary agreement/s therefore.**

Thanking You,
Yours faithfully,

1.

2.

Applicant

Applicant

Remark _____

Enq Form No. _____

Finalized By _____

ARTICLES OF AGREEMENT

This Articles of Agreement made and executed at Pune on this _____ Day of _____ in the Year 2017;

BETWEEN

M/s. KUNAL SULAKSHAN ASSOCIATES (AOP) (PAN NO. AABAK0543L)
A joint Venture
Through its Constituent -
KUNAL DEVELOPERS (PAN NO: AAJFK7922Q)
A Partnership Firm registered under
The Indian Partnership Act, 1932,
having its office at-"Kunal House", Opp. Kamala Nehru Park,
Off Bhandarkar Road, Shivajinagar, Pune-411 005,
Through its partner/s -

MR. HEMENDRA DAHYABHAI SHAH
Age: 57 years, Occ: Business,
Address: as of the firm

And/ or

MR. RAMESH GIRDHARDAS SHAH
Age: 58years. , Occ: BUSINESS
Address: As of the firm

M/S. KUNAL DEVELOPERS in capacity of Authorized constituents of
(Kunal Sulakshan Associates i.e. owner of area adm. 2 Hectare 95.35 Ares and as owner of 20
Ares from S. No.10/1A, Mamurdi, Tal. Haveli, District - Pune)

--- hereinafter referred to as the "**PROMOTER**"

Which expression shall mean and include the said Partnership Firm, its partners, assigns and
heirs, executors, administrators of the partners etc.

---PARTY OF THE FIRST PART

AND

1) MR.UMESH NANDKUMAR KHATAVKAR **PAN No. ALNPK9462G**
Age : 38 Years, Occ.:Service. Email ID: umesh.k@sailife.com

2) MRS. GITA UMESH KHATAVKAR **PAN No. CGNPK1033J**
Age : 37 Years, Occ.:House Wife
Residing at: Flat No.B1/203, Radhanagari, Near Hotel Govind Garden, Pimple
Saudagar, Pune. Pin Code. 411027

--- hereinafter referred to as the "**ALLOTTEE/S / PURCHASER/S**"

Which expression shall mean and include his/ her/their respective assigns and heirs, executors,
administrators etc.

---PARTY OF THE SECOND PART.

WHEREAS:

The present recitals shall form part and parcel of operative part of this agreement.

a) That the property admeasuring 3 Hectares 15.35 Ares bearing S. No. 10 Hissa No. 1A

situated at village Mamurdi within the limits of Pimpri Chinchwad Municipal Corporation Taluka Haveli District Pune (hereinafter referred to as the "ENTIRE PROPERTY" and more particularly described in 'SCHEDULE I' hereunder) belonged to Baban Laxmanrao Raut and family members;

- b) That Mr. Baban Laxman Raut and others granted the rights of development and sale of units in respect of portion adm. 2 Hec 95.35 Ares in favour of M/s. Kunal Sulakshan Associates (AOP) constituted by M/s. Kunal Developers by a 'Joint Venture Development Agreement and Agreement to Sell' and supporting Power of Attorney, both, dated 07/12/2009. The said Joint venture Agreement and Supporting Power of Attorney are registered in the Office of Sub Registrar Haveli No. 19 at Sr. No. 6383/2009 and 6388/2009.
- c) That by virtue of Sale Deed dated 19/10/2010 registered in the Office of Sub Registrar Haveli No. 4 at Sr. No. 9112/2010 the co-owners Shri Baban Laxman Raut and others sold and conveyed the portion admeasuring 2 Hectare 95.35 Ares to the Promoters/ Owner.
- d) The owner of balance portion admeasuring '20 Ares' Shri Baban Laxman Raut sold and conveyed the same to M/s. Kunal Developers i.e. the constituent of promoters by a Sale Deed dated 07/04/2012 registered in the Office of Sub Registrar Haveli No. 1 at Sr. No. 3121/2012.
- e) The owner of portion admeasuring 20 Ares i.e. M/s. Kunal Developers entered into a Joint Venture Agreement dated 13/8/2012 with present promoter i.e. M/s. Kunal Sulakshan Associates. The said Joint Venture Agreement registered in the office of Sub Registrar Haveli No. 1 at Sr. No. 7614/2012.

According to terms of said joint venture agreement M/s. Kunal Developers being the owners of 20 Ares portion are entitled to 80% profit after settlements of account of the project and from the sale of units constructed by utilizing the floor space index availed from said 20 Ares portion.

- f) That Collector, Pune sanctioned Non Agricultural Use Permission Order from in respect of the said land admeasuring 31535 Sq. Mtrs vide its Order no PMH/ NA/ SR/ 194/ 10 dated 27.6.2011 and vide order no. PMH/ NA/ SR/ 835/ 2012 dated 02/02/2013.
- g) The Pimpri Chinchwad Municipal Corporation sanctioned the plans of the proposed building upon the said Entire Property vide Commencement Certificate No. BP/Layout/Mamurdi/01/2012 dated 24.05.2012 and revised Commencement Certificate 26/06/2014 bearing No. BP/Layout/Mamurdi/08/2014 (herein after referred to as the ' SANCTIONED PLANS' and copy of the same is annexed with this agreement as Annuxure 'A1' and proposed plans of buildings is annexed with this Agreement as Annexure 'A2'). The Pimpri Chinchwad Municipal Corporation has issue Occupancy Certificate for building no. D and E vide Occupancy Certificate No. 285/2016 dated 29/09/2016 and building no. I and J vide Occupancy Certificate No. 284/2016 dated 29/09/2016.
- h) According to the above mentioned sanctioned plans, the area of the property has been earmarked/utilized as under:

Use	Area (Sq. Mtrs)	Remark
Residential	25293.29	Building. No. 'A, B, C, D, E, F, G, H, I and J' (10 buildings)
Commercial	1082.30	Building No. 'K'

i) The

Promoter has floated the ownership scheme of the said entire land comprising of various

buildings consisting of residential and commercial units. Though the Promoter herein has a right to develop the entire project land, The Promoter has decided to carry out construction/development in Phases and accordingly has indentified/earmarked portion out the project land as Phase II and is the only subject matter of this agreement Details of the said building/project as per sanctioned plans are as under :-

Building No.	Units and structure	Total Floor Area (Sq. Mtrs.)
C	47 (P+12 Structure)	3074.48

According to sanctioned plans promoter is carrying out the construction of building under the name and style as “C” Building, ‘KUNAL ICONIA’ (herein after referred to as the ‘SAID SCHEME’ and more particularly described in ‘SCHEDULE II’ hereunder)

- j) The promoter hereby declares that the floor space index available as on date in respect of the project land is **41413 sq. m.** and the promoter has planned to utilize the FSI of **16314 sq. m.** by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modifications to the Development Control Regulations which are applicable to the said project.
- k) The Promoters have entered into a standard Agreement with the Architect of the Said Scheme Mr. Avinash Nawathe, Pune and Mr. Mahendra Thakur, Pune, who are duly registered with the Council of Architects,
- l) The Promoters have also appointed the Structural Engineer J+W Consultants for structural designs and drawings of the building/s and the Promoters have accepted professional supervision of the Architects and the structural Engineers till the completion of the building
- m) The Promoters have obtained the title certificate in respect of the said Property and the said Scheme thereon, from the advocate;
- n) The Promoters, herein, are absolutely entitled to implement the said Scheme and to sell the proposed units therein on ownership basis;
- o) The Purchaser is aware of the fact that the promoter has entered or will enter into similar and / or separate Agreements with several other Purchasers, person and parties in respect of flats in the said building/ project;
- p) Promoters further intends to extend said project as detailed in para no. ‘J’ above.
- q) On demand from the allottee, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Mr. Avinash Nawathe/Mr. Mahendra Thakur and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- r) The authenticated copies of the plans of the Layout sanctioned by the Promoter and according to which the construction of the buildings and open spaces are to be provided for on the said project have been annexed hereto and marked as Annexure ‘A1’ and plans of proposed layout prepared by the promoter for the entire project land is annexed hereto and marked as Annexure ‘A2’.
- s) The authenticated copies of extract of Village Forms VI and VII and XII showing the nature of the title of the Promoter to the project land, the authenticated copies of

Certificate of Title issued by the advocate of the Promoter on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'B' and 'C', respectively.

- t) The authenticated copies of the floor plan of the proposed Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'D'.
- u) The authenticated copies of the plans showing said Apartment to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as Annexure 'E'
- v) The authenticated copies of the N.A order issued by the Collector of Pune vide Order no PMH/ NA/ SR/ 194/ 10 dated 27.6.2011 and vide order no. PMH/NA/ SR/ 835/ 2012 dated 02/02/2013 has been annexed and marked as Annexure H.
- w) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate of the said Building
- x) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon 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.
- y) The allottee/s has/have agreed to purchase the said unit on the basis that all the conditions in the sanctioned plan and other permission by respective competent authority shall be binding on the allottee/s strictly.
- z) The allottee/s on confirmation of accepting all the conditions of sanctioned plans by competent authority has further stated that if any conditions that have been imposed on the said project/ building/ phase/ wing which are contrary to the prevalent laws/ rules/ regulations under which sanctioned plans have been given shall be binding on the allottee/s and that the allottee/s shall not hold the developer responsible for such contrary conditions.
- aa) The allottee herein being interested to acquire a residential/ commercial unit applied to the promoter for allotment of the same by an Application to Purchase.
- bb) The promoters disclosed all the necessary information to the purchaser as contemplated by provisions of Sec. 11 (3) of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'RERA Act') such as sanctioned plans, layout plans, specifications, stage wise time schedule of completion of project and civic infrastructure like water, sanitation and electricity.
- cc) The purchaser also conveyed by said application that, purchaser is interested for allotment of the apartment on the basis of brochures and personal inquiry at the site.
- dd) The promoters have also disclosed the necessary documents and details throughout the present agreement, Annexed hereto as required by the provisions of Chapter III of the RERA Act. However since there is time limit for registration of project till 31/07/2017 the promoter shall register the project within stipulated time and shall conveyed the details to the purchaser.
- ee) Unless otherwise provided the definitions of the terms used in this agreement shall be as under–
 - (i) **'ACT'** :- Real Estate (Regulation and Development) Act, 2016 (RERA, 2016)
 - (ii) **'RULES'** :- Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017
 - (iii) **'AUTHORITY'**:- Real Estate Regulatory Authority established under Sec. 20 (1) of RERA Act.

- (iv) **'CARPET AREA'** :- Net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
 - (v) **'INTEREST'**:- @ 2% more than the highest marginal cost of lending rate of State Bank of India.
 - (vi) **'WEBPAGE'** :- the webpage of the project on the website of Real Estate Regulatory Authority
 - (vii) **'ADVERTISEMENT'** :- Publication by promoter or by the authorized agency of the promoter in any form
 - (viii) **'APEX BODY OR FEDERAL SOCIETY'**:- the federal society of member societies as contemplated by provisions of Maharashtra Co. Op. Soc. Act 1960.
 - (ix) Each of the provisions of these Covenants, conditions and restrictions shall be deemed independent and severable, and the invalidity or partial validity of any provision or portion shall not affect the validity or enforceability of any other provision.
 - (x) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.
 - (xi) All captions and titles used in this Agreement are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or clauses hereof.
 - (xii) The terms used in the agreement shall have same meaning as defined by RERA Act and Rules thereunder.
- ff) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; the parties hereby further confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said project.
- gg) Under provisions of Sec. 13 of RERA Act and Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interests and disclosures on website) Rules, 2017 the parties are required to enter into an Agreement, in fact being these presents.

NOW THEREFORE THIS AGREEMENT WITNESSES AS UNDER:-

1) PRINCIPAL COVENANT BY PROMOTER :-

- a) The promoter shall carry out the construction of building and the said project as described in **'SCHEDULE II'** hereunder according to plans sanctioned by the Planning Authority and the specifications and amenities mentioned herein.
 - b) The promoter shall be entitled to carry out such additions and alterations as are disclosed in this agreement and the other permissible additions or alterations under provisions of said Act. In event of any other addition or alteration the promoter shall have to obtain prior consent in writing of the allottee in respect of variation or modification which may adversely affect the allotment of the allottee.
- 2) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee the residential Apartment/Flat/Unit/Premises bearing No. _____ admeasuring carpet area _____ **sq. m.** equivalent to _____ **sq. ft.** on the Eleventh floor in the said Building No. "C" [Areas exclusive of enclosed balcony, exclusive adjoining terrace, exclusive adjoining dry balcony, architectural projection] shown in the floor plan thereof hereto annexed and marked as *Annexure - V*

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

The specifications are described in **'Schedule IV'**. The nature, extent and description of the common areas and facilities are described in **Schedule V (A)** hereunder while

restricted areas and facilities are described in **Schedule V (B)** hereunder and external and internal development works are described in **Schedule VI (A) and VI (B)**.

3) **CONSIDERATION AND MANNER OF PAYMENT :-**

That the total consideration/price of the said flat has been agreed @ Rs. _____/- **(Rupees _____ Lac _____ Thousand Only)** plus other charges as mentioned hereinbelow. From and out of said total consideration the purchaser has already paid to the promoter a sum of **Rs. _____/-** prior to the execution of this Agreement. The sale of the said unit/apartment is on the basis of carpet area only.

3.1) **MANNER OF PAYMENT:** That the purchaser/s shall pay the above mentioned consideration amount in the following manner:

No.	Amount	Due	Activity/Description
1		10%	Booking
2		10%	On signing of agreement
3		10%	On commencement of work
4		7.5%	Plinth
5		7.5%	On completion of '1st Floor' Roof Slab
6		5%	On completion of '3rd Floor' Roof Slab
7		5%	On completion of '5th Floor' Roof Slab
8		5%	On completion of '7th Floor' Roof Slab
9		5%	On completion of '9th Floor' Roof Slab
10		5%	On completion of '12th Floor' Roof Slab
11		5%	On completion of brick/block work, Internal Plaster, Doors, Windows of Apartment/Unit
12		5%	On completion of Flooring , CP/Sanitary installation, finishing of staircase, lobby upto floor level of Apartment/Unit
13		5%	On completion of External Plaster, External Plumbing, Elevations, Water Proofing
14		10%	On completion of Lift Installation, Waterpump, Electrical, Entrance Lobby and Surrounding Area
15		5%	On Possession/Receiving Occupancy Certificate

The lumpsum price of the apartment has been arrived and agreed upon keeping in mind the promise of the purchaser to make the payments as mentioned above irrespective of the existing work progress and proposed stage of construction.

3.2) **OTHER TAXES, CHARGES PAYABLE BY ALLOTTEE:** Since the price of said Apartment has been agreed upon as price of bare apartment and does not include, maintenance deposits, legal charges, any of the taxes, duties payable on the transaction the allottee hereby agrees to pay the maintenance deposits, legal charges, taxes such as GST, LBT, VAT, Service Tax and Cess or any other similar taxes, which may be levied in connection of construction of and carrying out the project and also payable either by promoter or allottee/s upto the date of handing over the possession of the apartment.

It is further agreed upon and explained by the promoter to the Allottee/s that, G.S.T has been made applicable and will be applied on present transaction by the government from 01st July 2017 or any other date and as per the government policy, the promoter has already passed on the tax rebate of GST to the Allottee/s on the price agreed in the present agreement i.e. the price has already been discounted considering the setoff of GST to the promoter. This consideration amount and the setoff mechanism have been explained to the allottee/s by the promoter and the allottee/s has/have verified the same. Hence the consideration amount decided in this agreement is net off GST. Therefore, the allottee/s in no case shall demand any further reduction/rebate in the agreed price for the said unit and is/are under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.

- 3.3) **ESCALATION:** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand.

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

- 3.4) A) **APPROPRIATION OF RECEIPTS** - The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

B) The entire revenue and income received or derived by the Promoter/Developer upon sale, transfer, assignment and/or disposal of all or any rights in the said property or the said *Complex/Project* or the entire construction, including additional construction, carried out on the said property and/or in the said *Complex/Project* by utilizing and consuming the FSI, FAR, DR and TDR or upon sale, transfer, assignment and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Promoter/Developer, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Purchaser herein, the Corporate Body/s and/or the Apex Body. The Promoter/Developer shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Purchaser herein, or to the purchasers, transferees or allottees of any other *Constructed premises* in the said *Complex/Project*, or to the Corporate Body/s or to the Apex Body. The Purchaser, Corporate Body/s and the Apex Body shall not be entitled to nor demand any compensation or rebate on account of any of the aforesaid or otherwise.

- 3.5) **DELAY IN PAYMENT AND CONSEQUENCES** - Without prejudice to the right of promoter to charge interest in terms detailed hereunder, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three

defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement;

Provided that, Promoter shall issue to the allottee/s such notice demanding the outstanding within seven days of the receipt/ deemed receipt thereof, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period the agreement shall stand terminated by operation of the notice itself and no separate order, notice etc. be required. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund within a period of thirty days of the termination to the Allottee the amount received under the agreement subject to deduction of – (a) 10% of the total agreed consideration to cover opportunity lost and towards administration and other expenses etc., (b) the amounts actually incurred by promoter for execution and registration of this agreement, (c) the amount incurred for Taxes, Stamp Duty, Registration, LBT, GST etc., (d) charges incurred for notice.

Upon such refund or attempts for refund and deposit of amount in separate account as detailed hereunder the promoters shall be entitled to carry out another booking of the apartment and to execute necessary agreement and incidental documents for sale of such apartment.

3.6) INTEREST ON UNPAID DUE AMOUNT:

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

3.7) MODUS TO PAY INSTALLMENT :-

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

3.8) Payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or by housing finance companies/bank etc. on behalf of Allottee.

3.9) FORM OF PAYMENT: Subject to the terms of the Agreement, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of “**Kunal Sulakshan Associates**”.

3.10) COMPLIANCE OF LAW RELATING TO REMITTANCES

- a) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (1999), Reserve Bank Of India Act and Rule and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment/acquisition/sale/ transfer of immovable properties in India, etc. and provide the promoter with such permission, approvals which would enable the promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance to the provisions of the Foreign Exchange Management Act (1999) or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank Of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issues by the Reserve Bank Of India, he/she shall be liable for any action under the Foreign Exchange Management Act (1999) or other laws applicable, as amended from time to time.
- b) The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottees only.

4. MEASUREMENT OF THE CARPET AREA OF THE SAID APARTMENT:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any deficit (subject to fluctuation of 3%) in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee till the date of actual payment. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan at the same rate and without any interest. All these monetary adjustments shall be made at the same rate as per square meter rate as agreed in clause 2 of this Agreement. That in such a case, the parties hereto agree that a nominated surveyor/architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

Notwithstanding anything contrary contained herein, the allottee shall not be entitled to claim possession of the said apartment until the completion certificate is received from the local authority and the allottee has paid dues payable under this agreement in respect of said apartment to the promoter and has paid the necessary maintenance amount/ deposit, Service Tax, GST, VAT and other taxes payable under this agreement in respect of said apartment to the promoter.

5. ALTERATION POLICY:

The fixtures, fittings and amenities to be provided by the Promoter/Developer in the said Premises are those that are set out in the **Schedule IV** hereunder written. If any other extra fittings, fixtures or amenities are provided by the Promoter as per the request of the Unit Purchasers, the Unit Purchasers shall be bound to pay the extra price for such

additions as per the bills of the Promoter. No extra specifications, fittings and fixtures shall be provided unless the same is informed in writing in advance before commencement of the respective stage and if it is possible and accepted by the Promoters. The Unit Purchaser shall not have any claim by way of compensation or damages, whatsoever if any specification, fittings and fixtures are not provided as per request of Unit Purchaser.

6. DISCLOSURE AS TO FLOOR SPACE INDEX:

The promoter hereby declares that the floor space index available as on date in respect of the project land is **41413 sq. m.** and the promoter has planned to utilize the FSI of **16314 sq. m.** by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modifications to the Development Control Regulations which are applicable to the said project. The promoter has disclosed the Floor Space Index of **1.65** as proposed to be utilized by him on the project land in the said Project and the Purchaser has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to promoter only.

7. ACKNOWLEDGEMENT ABOUT STATUTORY DISCLOSURES:

Purchaser hereby acknowledges that,

- a) The promoter has disclosed the necessary information at the time of booking by letter of allotment as well as by display at the site
- b) The promoters have disclosed all the documents about title to the land, encumbrances, search and title report,
- c) The date of delivery of possession of the apartment has been disclosed above as well as the date of delivery of possession of the amenities and facilities, common areas has been detailed in schedule (V).
- d) The disclosure regarding the utilization FSI, TDR according to sanctioned plans and Future proposed plans are detailed in recitals above.

8. DELIVERY OF POSSESSION AND TERMS INCIDENTAL:

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

B) POSSESSION:

The promoter shall complete the construction of the apartment and the external and internal development works according to sanctioned layout and sanctioned building plans and shall also obtain the Occupancy Certificate. Thereafter the promoter shall handover the possession of said apartment to the purchaser on or before **30th** day of **June** year **2018**.

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

- (i) War, civil commotion, Flood, drought, fire, cyclone, earthquake, any such natural calamity i.e. Act of God affecting the regular development of the Real Estate Project,
- (ii) Any notice, order, rule, notification of the Government and/ or other public or competent authority/ Court.

(iii) Any dispute relating to title or possession of land thereby making the further development and construction impracticable or risky for the unit purchasers.

(iv) Extension of time for giving possession as may be permitted by the Regulatory Authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carry by the promoter as per sanction plan due to specific stay or injunction order relating to the project from any Court of Law or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc. or due to such circumstances as may be decided by the Authority.

(v) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project,

(vi) Delay or default in payment of dues by the Purchaser under these presents.(Without prejudice to the right of Promoters to terminate this agreement as above)

(vii) Any extra work/ addition required to be carried in the said unit/accommodation as per the requirement and at the cost of the Purchaser/s

(viii) Any other reason/s what so ever and/or any circumstance/s beyond the control of the Promoter/Developer and/or any circumstance/s has disturbed the construction schedule of the Promoter/Developer and/or provided there is delay in procuring of any of the amenities, facilities, and/or services and/or there is delay in procuring any of the permission/ approvals/sanction (for any reason/s) what so ever and/or there is delay in issue of Occupation Certificate and/or Building Completion Certificate by the Local Authority and / or Planning Authority and/or there is any delay and/or circumstances which are beyond the control of the Promoter/Developer.

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

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% ,on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Apartment.

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

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

C) PROCEDURE FOR TAKING POSSESSION:

- (i) The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer

- in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 7 (seven) days from the date of issue of such notice;
- (ii) The Promoter shall thereafter handover the possession of the Apartment to the Allottee on the appointed date and time conveyed by the notice mentioned above.
 - (iii) The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.
 - (iv) Before taking possession of the said Premises the Purchaser shall sign and/or execute all writings and papers as may be reasonably required by the Promoter/Developer including declarations, applications, indemnities, possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Corporate Body/s and shall pay the price payable by them.

D) THE PURCHASER SHALL AT THE TIME OF RECEIVING POSSESSION-

- (a) Execute the acknowledgment of receipt of possession of the apartment, its area, its construction quality, workmanship as well as the satisfaction regarding quality of services, the said acknowledgement shall also include the details regarding verification of area and adjustment of price according to variation in the area subject to 3% of fluctuation, if any.
- (b) Purchaser shall also execute the necessary indemnities and undertakings regarding overall maintenance of the apartment and the building, payment of contributions to the organization of apartment purchasers, maintenance and upkeep of the common amenities, facilities and areas.
- (c) In event of failure by purchaser to take possession by executing the above documents shall make purchaser liable for payment of maintenance, charges, contributions to the organization of purchasers as well as the taxes and outgoings as applicable from time to time from the date of intimation by the Promoters for taking over possession.

9. MAINTENANCE:

- a) That the purchaser and organization of purchasers in the said project shall be liable to pay the charges towards maintenance, taxes, outgoings for the day to day maintenance and repairs of the apartments and building
- b) On handing over, such maintenance shall be taken over by the organization of allottees of the building.
- c) However during the period i.e. from delivery of possession of the apartment till handover to the organization of purchaser/s or association of allottee/s, the maintenance shall be looked after by the promoters only from contribution received/to be received from purchasers.
- d) The purchaser shall at the time of delivery of possession of the apartment pay to the promoter the advance maintenance calculated on the basis of Carpet Area of each unit @ Rs. 20 per sq. m per month for two years.
- e) The promoter shall deposit the entire amount of maintenance in a separate account open for that purpose and shall utilize the same for maintenance of the building till final conveyance. In the event such amount falls deficit for maintenance then the promoter shall demand and receive additional amount.

- f) As detailed above the entire project comprises of various buildings and the amenities and facilities are common for all the buildings the maintenance affairs in respect of common amenities and facilities shall be handed over to the society of unit purchasers only after completion of all the common amenities and facilities as detailed in the Schedule hereunder.
- g) The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.
- h) The promoter shall incur the expenses for the amount for the maintenance from such separate maintenance account and shall furnish the accounts to the Organization at the time of final conveyance.
- i) The Maintenance Charges for each unit will always be calculated on the basis of Carpet Area of respective unit.

10. FORMATION OF ORGANIZATION AND CONVEYANCE:

A) FORMATION OF ORGANIZATION:

- (a) As detailed above that the project consists of **11** buildings numbered 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K'' as well as the common amenities and facilities mentioned in schedule IV (A) hereunder shall be common for all 11 buildings.
- (b) There shall be single Co-operative Housing Society of the unit purchasers in each building/wing. While there shall be Apex Body for all the **11** buildings which shall look after common amenities and facilities for all **11** buildings.
- (c) According to obligations of the RERA such society shall be formed after booking of 51% of units in the project.
- (d) The conveyance of common amenities and facilities alongwith land and buildings shall be after delivery of possession of units to the purchasers in the last building and shall be in favour of the Apex Body or all **11** societies jointly as may be permissible.
- (e) Despite formation of the organization of allottees, the purchasers of new units shall be admitted as the members of such co. operative housing society without any additional charges whatsoever.
- (f) The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- (g) In the event of the Corporate Body and/or Apex Body being formed and registered before the disposal off by the Promoter/Developer of all the Flats/Shops/Offices and other premises, all the power, authorities and rights of the Purchasers herein

shall be always subject to the Promoters overall right to dispose of unsold units and all other rights thereto. The Promoter/Developer shall not be liable to pay or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises/units. The Promoter/Developer shall be liable to pay only the Municipal rates and taxes at actual, in respect of the unsold Flats/Shops/Offices and other premises. In case the conveyance is executed in favour of the Corporate Body and/or Apex Body as the case may be before the disposal off by the Promoter/Developer of all the Flats/Shops/Offices and other premises, then in that case, the Promoter/Developer shall join in as the member of the said Corporate Body or Limited Promoter/Developer as the case may be and as and when such premises are sold, to the persons of the choice and at the Discretion of the Promoter/Developer, the Corporate Body and/or Limited Promoter/Developer as the case may be shall admit such Purchaser as members of such Corporate Body or Limited Promoter/Developer without charging any premium or any other extra payment for the same.

- (h) All costs, charges and expenses in connection with preparation, engrossing, stamping any other documents required to be executed by the Promoter/Developer or by Purchaser, stamp and registration charges in respect of such documents transferring the land and the building in favour of the Corporate Body and or Apex Body or Promoter/Developer or any Association as well as the entire professional cost of the Advocates of the Promoter/Developer in preparing and/or approving all such documents shall be borne and paid by the Corporate Body or proportionately by the members of such Corporate Body. The Promoter/Developer shall not contribute anything towards such expenses. The Purchaser and the Corporate Body shall not demand the proportionate share in regard to the above. The amount payable under this Clause is in addition to the amount as mentioned in herein above.
- (i) In the event of the Corporate Body and/or Apex Body being formed and registered before the disposal off by the Promoter/Developer of all the Flats/Shops/Offices and other premises, all the power, authorities and rights of the Purchasers herein shall be always subject to the Promoters overall right to dispose of unsold units and all other rights thereto. The Promoter/Developer shall not be liable to pay or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold premises/units. The Promoter/Developer shall be liable to pay only the Municipal rates and taxes at actual (if required), in respect of the unsold Flats/Shops/Offices and other premises. In case the conveyance is executed in favour of the Corporate Body and/or Apex Body as the case may be before the disposal off by the Promoter/Developer of all the Flats/Shops/Offices and other premises, then in that case, the Promoter/Developer shall join in as the member of the said Corporate Body or Limited Promoter/Developer as the case may be and as and when such premises are sold, to the persons of the choice and at the Discretion of the Promoter/Developer, the Corporate Body and/or Limited Promoter/Developer as the case may be shall admit such Purchaser as members of such Corporate Body or Limited Promoter/Developer without charging any premium or any other extra payment for the same.

B) FINAL CONVEYANCE OF BUILDING:

The Promoter shall, within 5 years from obtaining Occupancy Certificate and receipt of all amounts of the building, whichever is later, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated as described as per Schedule II mentioned hereunder. Provided such final conveyance shall not

adversely affect the rights and interests of the promoter to proceed with the balance development as well as sale of unsold apartments, units etc. Thus despite formation of organization and final conveyance of building the promoter shall be entitled to –

- (a) carry out the balance construction,
- (b) revise the layout and building plans,
- (c) develop the balance buildings,
- (d) sell the units in the balance buildings,
- (e) utilize the balance FSI, TDR, Paid FSI, Premium FSI or any other permissible FSI as maybe permitted of the entire layout as well as the potential to utilize such balance FSI, TDR, Paid FSI, Premium FSI or any other permissible FSI as maybe permitted of the entire layout.

C) FINAL CONVEYANCE OF PROJECT LAND:

The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, or sale of all the flats in all 11 buildings as aforesaid, or within 5 years from obtaining Occupancy Certificate and receipt of all amounts of the last building in the entire layout cause to be transferred to the Federation/Apex body or all 11 societies jointly all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the buildings are constructed.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- b) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- d) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- g) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- i) At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- j) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- k) That the Promoter shall have necessary lien and first charge on the said Premises for all amounts that the Purchaser is liable to pay under this agreement and the Promoters shall be entitled to recover and receive the same from the Purchaser and withhold giving possession subject to payment thereof and payment of the other liabilities relating to taxation or otherwise. The Purchasers hereby irrevocably consents and authorizes the Promoter to mortgage the said Property or any part thereof or create charge/collateral security in favour of banks or any financial institutions for obtaining loan or finance. The Purchasers/s hereby gives his/her/their consent to create charge on the said Property or any part thereof or premises in the scheme for obtaining loans from banks, financial institutions etc. without jeopardizing the Purchaser's/s' interest in the said Premises.
- l) As is mentioned above, the Promoter/Developer shall have right to grant to the developer/s of any of the plots adjacent to and/or in the vicinity of the said Property and/or to the Purchaser and/or acquirers of premises in the buildings to be constructed in such plot/s adjacent to and/or in the vicinity of the said Property or to any other party a Right of way, permanent or otherwise, in common with other occupants and common organizations in the said locality to pass and re-pass over all the roads therein personally or with any vehicle or other means of transportation and also to lay connections for Water, Electricity, Gas, Telephone, Drainage, Sewerage etc. along or underneath or above such common Roads or common Open Spaces in the said *Complex/Project* on such term and conditions as the Promoter/Developer think proper and also to dig up the roads, and lay, pipelines, telephone and electric cables, sewerage and drainage lines etc. over all the roads constructed in the said *Complex/Project* including through the Compulsory open Spaces or any other parts of the said property now held by the Promoter/Developer and described in the First Schedule as also shall, if allowed by the Promoter/Developer, be entitled to use and enjoy the facilities and other amenities as are provided hereunder written subject to the condition that the persons opening up the said roads for such purpose shall give 48 hours written advance intimation in respect thereof to either the Apex Body or Association of such Separate Corporate Bodies therein and fill up level and restore the same to its original condition at his/her/their own costs and expenses within three days of completion of such job. The Purchaser or the proposed Apex Body or other Association Separate Corporate Bodies or Common Organization/s shall not object to the same.

- m) The Promoter/Developer reserves for itself the exclusive ownership, use and occupation of open spaces, parking places portion/s of the said building and terrace/s and/or other building/s constructed or to be constructed on the said property and/or in the said *Complex/Project* and shall be absolutely at liberty for leasing out, allotting the same and/or setting up communication or information sites or links, equipment, cell site/base station with an attendant room to be constructed for the purpose and/or for setting up and displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs and to install Dish/Tower antennae with certain systems and contraption, electric meter rooms, communication links, cables and connection lines on the terms and conditions agreed between them. The Promoter/Developer shall be entitled to deal with the same and receive consideration in respect thereof. The Promoter/Developer, its nominees and/or assigns shall become members of the Corporate Body/s that shall be formed of the said building in that respect.
- n) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.
- o) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.
- p) If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the

maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed from the same manufacturers by the allottee/s. The promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

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

12. FIXTURE AND FITTING-

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the promoter in the said building and the apartment are set out in Schedule IV hereto.

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

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

building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g) Pay to the Promoter within 7 (seven) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all

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

- l) Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- m) The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking his private vehicle.
- n) In the project multi-storied high rise buildings/wings are under construction. To maintain the stability of the building/wings and internal structures, promoter herein is specifically informed by the consultant of the promoter to restrict internal changes. Hence, there shall be limited customizations permitted as per discretion of the promoter inside the said apartment with respect to changes in plumbing, electrical and no customizations permitted in civil, elevation etc. during construction and till delivery of possession.
- o) That the allottee/s shall be responsible to get extension of the warranties of the bought out items and services and the promoter shall not be responsible for the same.
- p) That the allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, cost, claims and demands in respect to any breach, non-observance or non-performance of such obligations given specifically herein to the allottee.
- q) That any nominated surveyor/ architect appointed for specific purposes stated in this covenant the fees of which shall be mutually decided by and between the promoter and the allottee and the same shall be paid by the allottee That nothing herein contained shall construe as entitling the allottee any right on any of adjoining, neighbouring or the remaining buildings/common areas etc. of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.
- r) The Allottee/s shall not demand to be compensated for any loss, damage caused by fire, riot, strikes, earthquakes, heavy rains or due to any other cause whatsoever after handing over possession of the said premises to the Allottee/s.
- s) It is agreed by the purchaser/s that the said Scheme/Project has been sanctioned by Environmental Authority and Maharashtra Pollution Control Board, the terms of said sanction and permission require the maintenance and upkeep of certain facilities, activities in order such as Sewage Treatment Plant, Solid Waste Water, Green Belt Development, Wet Garbage Treatment Plant, solar water heaters, Organic Waste Converter, Rain Water Harvesting, water recycling for flushing and gardening etc., the purchasers and organization of purchasers undertake to maintain and keep in good and repair condition the said facilities and activities perpetually. The consequences of non-compliance and violation of terms of above sanctions shall be at sole risks and costs of the society and allottees and the promoters shall never be held responsible for the same.
- t) Purchaser/s is/are aware that the project is situated within the limits of Pimpri Chinchwad Municipal Corporation and promoters shall obtain the water connection as is permissible under DC Rules. However in case of inadequate supply the water shall be required to be procured from other sources such as bore well, purchased

water tanker. The purchaser and the Organization of Purchasers shall pay requisite charges to procure adequate water and facilities for storage and supply other than storage facilities provided by the promoter.

14. PAYMENT OF TAXES, CESSSES, OUTGOINGS ETC:

- a) The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of apartment by the Promoter to the Allottee of the apartments under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter herein to enable the Promoter to deposit / pay the same to the Government of Maharashtra.
- b) The Allottee/s herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter to the Allottee/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Promoter and hence it is agreed between the parties hereto that, the Allottee/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.
- c) If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) ,GST etc. is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said apartment or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- d) Notwithstanding anything contained or stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due-diligence has accepted the aforesaid condition.

15. NAME OF THE PROJECT/ BUILDING/S / WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project 'KUNAL ICONIA' and building will be denoted by letters assigned to the building with name 'KUNAL ICONIA' or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein

on a building and at the entrances of the scheme. The Allottees/s in the said project/building/s or proposed organisation are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

16. SEPARATE ACCOUNT FOR SUMS RECEIVED:

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

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

17. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The allottee hereby agreed to purchase the Apartment on the specific understanding that is/her right is to only to the use and unless specifically allotted/ given vides (limited) common areas/ facilities, the use of the Common Ares/ Amenities shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time. That the list of things that would be covered under the maintenance head are clearly stated and which the allottee has expressly agreed to pay for (fully/ proportionately) and marked and attached as Annexure G.

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

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

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

19. WAIVER NOT A LIMITATION TO ENFORCE

- a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

20. NON OBSTANTE CLAUSE

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

21. ARRANGEMENTS REGARDING PARKING SPACES:

Considering the need of the Developer to regulate the parkings, in the interest of flat purchasers, the Developer has informed to the purchasers, as under:

- a. The promoters have not sold or allotted any covered or open parking spaces.
- b. Promoters shall facilitate the allocation of parking spaces by the organization of unit purchasers.
- c. The respective allottee having allocated particular parking space shall park his/her/their private vehicle in the respective parking lot only.
- d. The visitors shall on first-cum-first-served basis park their vehicles in the areas car-marked for Common Parking and not elsewhere.
- e. The Developer shall regulate the entry and exit of the Purchaser/s and visitors, inter alia, for security and parking purposes till final conveyance of all the buildings and the land underneath the building as well as common amenities and facilities.
- f. Car Parking shall be subject to the rules to be framed by the organization to avoid any unnecessary disputes among the Purchaser/s, their visitors and other parties visiting the Project. Street parking shall be strictly prohibited in all parts of the Project.
- g. Cars will be washed and/or cleaned in the designated Cars Washing/ Areas only.
- h. No automobile, vehicle or equipment shall be dismantled, rebuilt, repaired, serviced or repainted in the Car Parking Areas.
- i. The foregoing restriction shall not prevent temporary parking of vehicles for loading or unloading purposes and other activities incidental thereto.
- j. It is agreed that allowing you to use the said covered car parking space as per MOU is only for temporary period till the Society/ Association of the Allottee/s is formed and thereafter the said Society/ Association of the Allottee/s shall confirm the exclusive use of the said covered car parking space no. as mentioned in MOU for you and the same shall be subject to the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016

22. MORTGAGE OR CREATE A CHARGE

That the Promoter shall have necessary lien and first charge on the said Flat/ Unit for all amounts that the Allottee/s is/are liable to pay to them under this agreement and the Promoters shall be entitled to recover and receive the same from the Allottee/s and shall be entitled to withhold giving possession subject to payment thereof and payment of the other liabilities relating to taxation or otherwise. The Allottees hereby irrevocably consents and authorizes the Promoter to mortgage the said property or any part thereof or create charge / collateral security in favor of banks or any financial institutions for obtaining loan or finance. The Allottee/s hereby gives his / her/ their consent to create charge on the said property or any part thereof or Unit/s in the scheme for obtaining loans from banks, financial institutions etc. without jeopardizing the Allottee's/s' interest in the said Unit.

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

- 23. PROPERTY REQUIRED BY SERVICE PROVIDER**
In the event of any portion of the said Property being required by M.S.E.D.C or any other concerned service provider for putting up an electric sub-station, the Promoter/Developer shall be entitled to give such portion to the said M.S.E.D.C or any other body for such purpose on terms and conditions as may be agreed by the Promoter/Developer. Moreover, the Promoter shall be entitled and authorized to create encumbrances, restricted areas, etc., in favour of any Government/local authority, etc., for giving infra-structural services like water, electricity, drainage, roads, accesses, enclosures, etc., with or without benefits to the Allottee/s.
- 24. BINDING EFFECT:**
Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.
- 25.** Notwithstanding anything stated in any other document/ allotment/ letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit is agreed to be sold to the allottee.
- 26.** This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- 27.** That the allottee has not given any third party any rights to enforce this said agreement unless the said unit is transferred to them.
- 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 regard to the said apartment/plot/building, as the case may be.
- 29. RIGHT TO AMEND:**
This Agreement may only be amended through written consent of the Parties.
- 30. SEVERABILITY:**
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 31. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

32. FURTHER ASSURANCES:

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

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

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

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

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

36. JOINT ALLOTTEES-

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

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

38. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

39. GOVERNING LAW

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

DETAILS OF SCHEDULE AND ANNEXURES TO THIS AGREEMENT
Details of Schedules and Annexures

SCHEDULE	PARTICULARS
Schedule I	Entire land
Schedule II	Said project/Scheme
Schedule III	Said Apartment/Unit
Schedule IV	Specifications
Schedule V (A)	Common Amenities and Facilities
Schedule V (B)	Limited Common Areas and facilities
Schedule VI (A)	External Development Work
Schedule VI (B)	Internal Development Work
ANNEXURE	PARTICULARS
Annexure A1	Copy of Sanctioned Layout
Annexure A2	Copy of Building Floor Plan
Annexure B	7/12 Extract
Annexure C	Title Certificate
Annexure D	Proposed Layout
Annexure E	Floor Plan showing said apartment
Annexure F	Maintenance items to be provided for/covered under maintenance charges
Annexure G	Commencement Certificate
Annexure H	Non Agricultural Use (N.A.) Order

SCHEDULE I
(Of the ‘SAID ENTIRE LAND ’)

All that piece and parcel of land Survey No. 10 Hissa No. 1A admeasuring “3 Hectares 15.35 Ares” situated at village Mamurdi, Taluka Haveli, District Pune and within the limits of Pimpri Chinchwad Municipal Corporation and bounded as under:

On or towards East	:	By DP Road and survey no. 8 belonging to Sanjay Raut
On or towards South	:	By Survey No. 10 (part) belonging to Govind Raut,
On or towards West	:	By Survey No. 10 (part),
On or towards North	:	By Survey No. 10 (part)

SCHEDULE II
(of the ‘SAID PROJECT’)

Ownership Units scheme styled as ‘KUNAL ICONIA’ in form of building C having total FSI adm **3074.48** sq. m. and P+12 structure upon the portion of land admeasuring **285.70** sq. m. out of the entire land admeasuring 3 Hec 15.35 Ares upon land bearing Survey No. 10 Hissa No. 1A situated at village Mamurdi, Taluka Haveli Dist. Pune and within the limits of Pimpri Chinchwad Municipal Corporation

SCHEDULE III
(of the ‘SAID APARTMENT/UNIT’)

Residential Flat/Shop/Unit/Premises bearing No. _____ admeasuring _____ **sq. m.** (_____ **sq. ft.**) carpet area [areas of exclusive enclosed balcony is _____ **sq. m.** (_____ **sq. ft.**) and area of exclusive adjoining terrace is _____ **sq. m.** (_____ **sq. ft.**) and area of exclusive adjoining dry balcony is _____ **sq. m.** (_____ **sq. ft.**) situated on the _____ floor in the building no. ‘C’ of

Phase II in the Complex/Project known as KUNAL ICONIA being constructed/to be constructed on the said Property more particularly described in Schedule I herein above.

Schedule IV
SPECIFICATIONS AND AMENITIES FOR FLATS
SPECIFICATIONS

STRUCTURE:

- R.C.C. frame structure.
- Brick/Block wall.
- External sand faces plaster and with 2 coats of Weatherproof Emulsion paint.
- Internal cement plaster with two coats of Emulsion paint.

DOORS AND WINDOWS:

- Main door: 35 mm Designer Door.
- Internal Doors: 32 mm Masonite Doors or equivalent.
- Windows: Powder coated Aluminum sliding windows Mosquito mesh.

FLOORING:

- Vitrified Tiles flooring in all other rooms.
- Antiskid flooring in terraces.

TOILETS:

- Elegant tiling pattern flooring and dado up to 7ft height, hot and cold mixing arrangement.
- Wall hung Commode with flush Wall, Counter wash basin with granite top.

KITCHEN:

- Kitchen platform with 2ft height glazed tiles dado above platform and sink.
- One additional service platform.

WATER ARRANGEMENT:

- One PCMC Water connection in kitchen sink.

ELECTRIFICATION:

- Electrification work as per MSEB rules with following electric points in each room;-
- Living : 1 LP, 1 FP, 2 HP, 1 CP., 1 TP.
- Master Bed Room : 1 LP, 1 FP, 1 HP, 1 TP, 1 ACP
- Additional Bed Room : 1 LP, 1 FP, 1 HP.
- Kitchen : 1 PP, 1 LP, 1FP, 1 HP.
- Toilet : 1 LP.
- Bath : 1 PP, 1 LP.
- WC : 1 LP
- Balcony / Terrace : 1 LP

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

Item	Date of Completion
Club house, Swimming Pool, Gymnasium	December 2018
Landscaped Garden, Children Play Area	December 2022
Power backup for lifts and common area lighting of the building	June 2018
Rainwater harvesting, fire fighting system	June 2018
Internal concrete/tar road/paver block road with tree plantation	June 2018
Decorative name board and entrance lobby, letter box for each flat	June 2018

Senior citizen sitting arrangement	June 2018
Decorative entrance gate with high-tech security	June 2018
Two Lifts for each building with generator backup	June 2018
Organic Waste Converter	June 2018
Optical Fiber wired line with broadband connection and DTH Connection	June 2018
Piped gas connection	June 2018
Video control security system	June 2018

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

1. Partition walls between the two Units shall be limited common property of the said two Units.
2. The scooter parks, car parks, attached terraces to the Units and terrace on top of building and portions thereof may be allotted to specific Unit Purchasers/s by the Owner/Promoters as per their discretion.
3. Other exclusive and limited common areas and facilities as mentioned in body of this Agreement.

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

Item	Period of completion
Water Supply System	June 2018
Sewage and drainage system	June 2018
Electricity Supply and transformer	June 2018
Solid Waste Management and disposal	June 2018

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

Item	Period of completion
Water Supply	June 2018
Sewers	June 2018
Drains	June 2018
Fire protection and fire safety requirements	June 2018

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

NAME	THUMB	SIGNATURE/S	PHOTO/S
MR. RAMESH GIRDHARDAS SHAH PROMOTER		 PARTY OF THE FIRST PART	

MR.UMESH NANDKUMAR KHATAVKAR			
MRS. GITA UMESH KHATAVKAR		PARTY OF THE SECOND PART	
UNIT PURCHASER/S			

Witnesses:

1. Sign : _____

Name: Mr. Ajit D. Shah

Add: Sadashiv Peth, Pune.

2. Sign : _____

Name: Mrs. Bhakti Kadam

Add: Shivajinagar, Pune.

KUNAL SULAKSHAN ASSOCIATES ARTICLES OF AGREEMENT

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