

AGREEMENT FOR SALE

This Agreement for sale made at PUNE, on this.....Day
of _____ 2018

BETWEEN

M/S. SNEH CONSTRUCTIONS,
A Partnership Firm, Registered Under
The Provisions Of The Indian
Partnership Act, 1932, Having Its
Registered Office At:-Akshay Centre,
Survey No. 15/2, Thergaon Pune-411 033,
(PAN NO.ABBPB6839N),
Represented Through It's Authorised Partner,
Mr. Nitin Kanhaiyalal Bhansali
Age About - 51, Years, Occupation -Business,
Residing At:- B-103, Rohan Garima,
S.B Road Shivajinagar, Pune 411 016.

Hereinafter called as "PROMOTER/DEVELOPERS,"
(which expression shall, unless it be repugnant to the
context or meaning thereof be deemed to mean and
include the said Promoter, Builder and the Developer
and/or all person/s claiming under or through the said
PROMOTER/DEVELOPERS, and their present and
future partners, legal heirs, representatives and assigns);

THE PARTY OF THE FIRST PART,

// A N D //

Mrs/Mr. -----,
Age About -----Years,
Residing At -----,
-----,
Pune -----
(PAN NO. -----)

Hereinafter referred to as "THE ALLOTTEE" (which
expression shall unless it be repugnant to the context or
meaning thereof mean and include his/her/their heir/s,
legal representative/s, administrator/s, executor/s and
assigns);

THE PARTY OF THE SECOND PART;

// A N D //

SAI SNEH MANSI CO-OPERATIVE HOUSING SOCIETY A Society Registered Under The Maharashtra Co-Operative Societies Act, 1960, Under Registration No. PNA/MSI/HSG/ (TO)/818/1997, Having Its Office At: Akshay Centre, Survey No. 15/2, Thergaon ,Pune-411 033, Represented Through Power Of Attorney Holder M/S. SNEH CONSTRUCTIONS, Represented Through It's Authorised Partner,

MR. NITIN KANHAIYALAL BHANSALI

Age About - 51, Years, Occupation -Business,
Residing At:- B-103, Rohan Garima, S.B Road
Shivajinagar, Pune 411 016.

Hereinafter called as "OWNERS" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its chairman, secretaries , and the Treasurers and/or all person/s claiming under or through the said OWNERS, and their present and future members , their legal heirs, representatives and assigns);

PARTY OF THE THIRD PART,

1. WHEREAS the Party of Third Part has acquired the ownership of landed properties including Survey No. 168/2 and 168/4 along with the other landed properties from its erstwhile owners, by way of various sale deeds as enumerated below:

2. WHEREAS one of the erstwhile owner Mr. Murlidhar Jayram Waghmare and other co-sharers of the said entire landed properties, Survey no. 167/1, 167/4, 167/5, 167/7, 168/2, and 168/4, executed Power of Attorney, dated-29/09/1996, to and in favour of Mr. Nitin Kanhiyalal Bhansali.

3. WHEREAS one of the other owner Murlidhar Jayram Waghmare and others, have given the landed properties, Survey no. 167/1, 167/4, 167/5 and 167/7, an undivided defined share, an area, admeasuring 18.75 Ares, from and out of the entire landed property, Survey no. 168/2 and an undivided defined share, an area, admeasuring 14.82 Ares, from and out of the entire landed property, Survey no. 168/4, for Development to Devi Sneh Park Co-operative Housing Society Limited, represented through its Chairman, Mr. K. P. Baney, and

Secretary, Mr. Mahendra Jagannath Yeole, by way of a Development Agreement, dated-12/12/1997, registered at serial no.282/1998, (lodged for registration on 24/12/1997 at Sr.No. 6130/97) on 16/01/1998. In the office of Sub-Registrar, Mulshi upon the terms and conditions contained therein. Pursuant to the above said Development Agreement, the above said Owners also executed Power of Attorney, dated-12/12/1997, registered at serial no. 77/97, on 24/12/1997, in the office of Sub-Registrar, Mulshi (Paud), in respect of the above said properties, to and in favour of Mr. Nitin Kanhaiyalal Bhansali.

4. WHEREAS the other Mr. Shankar Sahadu Waghmare and other co-sharers, have given their an undivided defined entire share, an area, admeasuring 00 Hectare, 02.58 Ares, from and out of the landed property, Survey no. 168/2, an area, admeasuring 00 Hectare, 01.92 Ares, from and out of the landed property, Survey no. 168/4, for Development, to Devi Sneh Park Co-operative Housing Society Limited, represented through its Chairman, Mr. K. P. Baney, and Secretary, Mr. Mahendra Jagannath Yeole, by way of a Development Agreement, dated- 27/04/1998, registered at serial no. 1821/1998, dated-29/04/1998; upon the terms and conditions contained therein. Pursuant to the above said Development Agreement, the above said Owners also executed Power of Attorney, dated-27/04/1998, registered at serial no. 84/98, dated-29/04/1998, in the Office of Sub-Registrar, Mulshi, in respect of the above said properties, to and in favour of Mr. Nitin Kanhaiyalal Bhansali.

5. WHEREAS said Mr. Shankar Sahadu Waghmare and other co-sharers, also executed Power of Attorney, dated-29/04/1998, registered at serial no. 85/98, in the office of Sub-Registrar Mulshi, in respect of the landed properties, Survey no. 167/1, 167/4, 167/5, 167/7, an undivided defined share, an area, admeasuring 18.75 Ares, from and out of the entire landed property, Survey no. 168/2 and an undivided defined share, an area, admeasuring 14.82 Ares, from and out of the entire landed property, Survey no. 168/4, to and in favour of Mr. Nitin Kanhiyalal Bhansali.

6. WHEREAS the other Mr. Dharmpal Ishwar Waghmare and other co-sharers of the above said entire landed properties, Survey no. 167/1, 167/4, 167/5, 167/7,

168/2, and 168/4, executed a Power of Attorney, dated-15/05/1999, registered at serial no. 59/1999, in the office of Sub-Registrar, Mulshi, to and in favour of Mr. Nitin Kanhaiyalal Bhansali.

7. WHEREAS certain earstwhile land owners and other co- sharers also executed registered Consent Deeds Without Consideration and Power of Attorney, in respect of the landed properties, Survey no. 167/1, 167/4, 167/5, 167/7, an undivided defined share, an area, admeasuring 18.75 Ares, from and out of the entire landed property, Survey no. 168/2 and an undivided defined share, an area, admeasuring 14.82 Ares, from and out of the entire landed property, Survey no. 168/4, to and in favour of Devi Sneh Park Co-operative Housing Society Limited, represented through its Chairman, Mr. K. P. Baney and Secretary, Mr. Mahendra Jagannath Yeole and confirmed all the terms and conditions contained in the above said Development Agreement, details of which are mentioned in detailed 'Search & Title Report' & Supplementary Search & Title Report dated 09/12/2016 and 30/12/2017 respectively.

8. WHEREAS as per the Orders passed by the Commissioner, Pune Division, Pune, vide Reference no. MH/2/ WATAN/CR/913, dated-11/12/2002 and the Collector, Pune District, Pune, vide Reference no. PTK/SR/853/11, dated-18/10/2008; granted sale permission and converted the said properties for non-agricultural use on an old tenure, respectively, subject to the terms and conditions contained therein. Accordingly, as per the above said Orders, Ten times Nazrana on the assessment of the said properties, Rs. 98/-, and 50% amount on the higher market value of the said properties, together with other properties, amounting to Rs. 21,15,000/-, aggregating a total amount of Rs. 21,15,098/-, have been paid/deposited by the above said Society, Sai Sneh Mansi Co-operative Housing Society Limited for and on behalf of the said concerned landowners, in the State Bank of India, Pune Treasury, Pune.

9. AND WHEREAS as per the Resolution passed in the General Meeting, held on 24/02/2004 of the Devi Sneh Park Co-operative Housing Society Ltd. all the members have authorized the Chairman of the said Society, Mr. K. P. Baney, Secretary, Mr. Mahendra J. Yeole and Treasurer, Mr. Nitin K. Bhansali, to get the

Sale Deed executed and registered in respect of the said properties, together with other properties, to and in favour of the said Society, to pay requisite Nazarana, obtain sale permission from the Government, completion of the scheme, development of the society property/ies through Sneh Constructions, M/s Sneh Constructions and Associates and Devi Construction Company and further as per the said Resolution, also authorised to file application to the Registrar of the Societies etc. and to do all other necessary acts, deeds and things, as may be deemed necessary for the said purpose. WHEREAS Devi Sneh Park Co-Operative Housing Society Ltd. represented by its Chairman, Mr. K. P. Baney, represented by his Power of Attorney Holder, Mrs. Rama Gopinath (only for execution admission and registration), Secretary, Mr. Mahendra Jagannath Yeole and Treasurer, Mr. Nitin Kanhaiyalal Bhansali, with the consent of Devi Construction Company, a Registered Partnership Firm, Pune, represented by its Partner, Mr. V. K. Baney, and M/s Sneh Construction & Associates, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its office at 1131/1, Vrindavan Society, Shivajinagar, Pune-411005, represented by their Partners, Mr. Mahendra Jagannath Yeole and Mr. Nitin Kanhaiyalal Bhansali, have given the above said landed properties, Survey Nos.168/2 and 168/4 together with other properties, for Development, to Sneh Constructions, a party of First Part herein. A Partnership Firm, registered under the Indian Partnership Act, 1932, represented by its Partners, Mr. Mahendra Jagannath Yeole and Mr. Nitin Kanhiyalal Bhansali, by way of a Agreement of Development, coupled with an Irrevocable Power of Attorney, dated-24/03/2005, registered at serial nos. 2168/2005 and 2169/2005, in the office of Joint Sub-Registrar, Haveli no. 17, Pune, upon the terms and conditions agreed by and between the parties thereof.

10. Pursuant to the above said Development Agreement, a Deed of Correction, has been executed on 07/10/2016, registered at Sr. no. 6267/2016, on 08/10/2016, in the Office of the Sub Registrar, Haveli no. 17(Pune), in respect of the above said properties.

11. Pursuant to the above said Deed of Correction to the above said Development Agreement, a further Deed of Correction, has also been executed on 21/10/2016, registered at Sr. no. 6996/2016, on 18/11/2016, in the Office of the Sub Registrar, Haveli no. 17(Pune), in

respect of the above said properties.

12. WHEREAS As per the Development plan opinion issued vide Reference no. nravi/kavi/waked/374/15, dated-29/12/2015, by the Pimpri Chinchwad Municipal Corporation, Pimpri, Pune-411 018, indicates that the property, bearing Survey no. 168/2(p), 4(p), is shown partially in Residential Zone and partially reserved for 45.00 meters D.P. Road Widening.

13. WHEREAS Ms. Sujata Laxman Waghmare, Ms. Sangita Laxman Waghmare, Ms. Savita Laxman Waghmare and Ms. Pornima Laxman Waghmare, have given their an undivided defined entire share, an area, admeasuring 05.59 Ares, from and out of the, Survey no. 168/2, an area, admeasuring 04.05 Ares, from and out of the Survey no. 168/4, for Development, to Devi Sneh Park Co-operative Housing Society Ltd., represented by its Chairman, Mr. K. P. Baney, Secretary, Mr. Mahendra Jagannath Yeole and Treasurer, Mr. Nitin Kanhaiyalal Bhansali, represented by their Power of Attorney Holder, M/s Sneh Construction, represented by its Partner, Mr. Nitin Kanhaiyalal Bhansali, by way of a Development Agreement, couple with an Irrevocable Power of Attorney, dated-15/02/2007, registered at serial nos. 1253/2007 and 1254/2007, respectively, in the office of Sub-Registrar, Haveli no. 19, Pune; upon the terms and conditions agreed by and between the parties thereof.

14. WHEREAS Ms. Sujata Laxman Waghmare, Ms. Sangita Laxman Waghmare, Ms. Savita Laxman Waghmare and Ms. Pornima Laxman Waghmare also executed Irrevocable Power of Attorney, dated-15/02/2007, registered at serial no. 1255/2007, in the office of Sub-Registrar, Mulshi, in respect of their an undivided defined entire share, an area, admeasuring 02.67 Ares, from and out of the Survey no. 168/2 and an area, admeasuring 02.10 Ares, from and out of the Survey no. 168/4 along with other landed properties for Development, in favour of Devi Sneh Park Co-operative Housing Society Ltd., represented by its Chairman, Mr. K. P. Baney, Secretary, Mr. Mahendra Jagannath Yeole and Treasurer, Mr. Nitin Kanhaiyalal Bhansali, represented by their Power of Attorney Holder, Sneh Construction, represented by its Partner, Mr. Nitin Kanhaiyalal Bhansali.

15. That the Order passed by the Assistant Registrar,

Co-operative Society, Mulshi (Paud), District–Pune, vide Reference no. सनिमु/गृह/विभाजन/देवी स्नेह पार्क/08, dated-11/04/2008; cancelled the registration of the said Society, Devi Sneh Park Co-operative Housing Society Ltd., and bifurcated the said original society into new four societies under Section. 17 of the Maharashtra Co-operative Societies Act, 1960, and Rule no. 16 of the Rules , 1961; subject to the terms and conditions contained therein. The said four societies and their properties are as follows:-

- a. Devi Angan Co-operative Housing Society Limited, Survey no. 146/1B(part), 169/1+2, 170/1 to 10, & 12, Wakad, Taluka-Mulshi, District–Pune. (Registration no. PNA/MSI/HSG/TC/8214/2008, dated-11/04/2008),
- b. Om Eyeland Co-operative Housing Society Limited, Survey no. 169/3+4+5+6+7, Wakad, Taluka-Mulshi, District– Pune. (Registration no. PNA/ MSI/HSG /TC/ 8215/2008, dated-11/04/2008),
- c. Madhu Pushpa Co-operative Housing Society Limited, Survey no. 167/2A+2B+ 2C,168/1A/1+1B/1+1C/ 1, Wakad,Taluka-Mulshi,District–Pune. (Registration no. PNA / MSI/HSG/TC/8216/2008, dated-11/04/2008),
- d. Sai Sneh Mansi Co-operative Housing Society Limited, Survey no. 167/1+3(part)+4+5+6+7, 168/2+3 (part)+4, Wakad, Taluka-Mulshi, District – Pune. (Registration no. PNA/MSI/HSG/TC/8217/2008, dated-11/04/2008).

16. WHEREAS Ms. Sujata Laxman Waghmare, Sangita Laxman Waghmare, Savita Laxman Waghmare (after marriage– Mrs. Savita Bhimrao Choudaki), Pornima Laxman Waghmare, sold out their an undivided defined entire share, an area, admeasuring 05.5 Ares, from and out of the Land, Survey no. 167/1, an area, admeasuring 04.40 Ares, from and out of the Land, Survey no. 167/4, an area, admeasuring 2.40 Ares, from and out of the Land, Survey no. 167/5, an area, admeasuring 2.75 Ares, from and out the Land,Survey no. 167/7, an area, admeasuring 8.26 Ares, from and out of the Land, Survey no. 168/2, and an area, 6.15 Ares, from and out of the Survey no. 168/4, unto Sai Sneh

Mansi Co-operative Housing Society Limited, one of the bifurcated Societies of the Original Society, Devi Sneh Park Co-operative Housing Society Ltd. represented by its Chairman, Mr. Nitin Kanhaiyalal Bhansali, by virtue of a Sale Deed, dated-24/10/2008, registered at Serial no. 11246/2008, on 27/10/2008, in the office of Joint Sub-Registrar, Haveli no. 17, Pune.

17. WHEREAS Muralidhar Jayram Waghmare (HUF), and other co-sharers, sold out their an undivided defined entire share, an area, admeasuring 38.5 Ares, from and out of the landed property, Survey no. 167/1, an area, admeasuring 30.65 Ares, from and out of the landed property, Survey no. 167/4, an area, admeasuring 16.65 Ares, from and out of the landed property, Survey no. 167/5, an area, admeasuring 19.25 Ares, from and out of the landed property, Survey no. 167/7, an area, admeasuring 57.74 Ares, from and out of the landed property, Survey no. 168/2 and an area, admeasuring 42.85 Ares, from and out of the landed property, Survey no. 168/4, unto Sai Sneh Mansi Co-operative Housing Society Limited, one of the bifurcated Societies of Original Society, Devi Sneh Park Co-operative Housing Society Ltd., represented by its Chairman, Mr. Nitin Kanhaiyalal Bhansali, by way of a Sale Deed, dated-12/11/2008, registered at serial no. 11689/2008, on 14/11/2008, in the office of Joint Sub-Registrar Haveli no. 17, Pune.

18. That the effect of the above said Sale Deeds, was given to the record of rights of the said properties, vide mutation entry no.12571 & 12573, accordingly name of the party of the third part was entered in the record of rights.

19. WHEREAS various Civil Suits/application/ RTS applications were filed before the competent authority by the erstwhile owners, details of which are mentioned in detailed 'Search & Title Report' & Supplementary Search & Title Report dated 09/12/2016 and 30/12/2017 respectively.

20. WHEREAS thus the Party of Third Part is the OWNER of the landed properties, bearing Survey no. 168/2, totally admeasuring 00 Hectare, 66 Ares(including Pot kharaba 02 Ares), assessed at Rs.1.62 and Survey no. 168/4, totally admeasuring 00 Hectare, 49 Ares(including Pot kharaba 02 Ares), assessed at

Rs.1.19, lying being and situate at revenue village - Wakad, Tal-Mulshi, District-Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub Registrar, Mulshi/Haveli (Pune), which properties are more particularly described in the Schedule-I, written hereunder and for the sake of convenience hereinafter referred to as the said entire properties, which are adjoining to each other;

21. AND WHEREAS by virtue of various registered documents, the party of the third part is seized and possessed of free from all encumbrances whatsoever buildable landed properties, a separated area, admeasuring 35.86 Ares, from and out of the entire landed property, bearing Survey no. 168/2, totally admeasuring 00 Hectare, 66 Ares, assessed at Rs. 01.62 and bearing Survey no. 168/4, totally admeasuring 00 Hectares, 49 Ares, assessed at Rs. 01.19, lying being and situate at revenue village - Wakad, Tal-Mulshi, District-Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub Registrar, Mulshi/Haveli (Pune), which properties are more particularly described in the Schedule-II, written hereunder and for the sake of convenience hereinafter referred to as the said property/ Project Land.

22. AND WHEREAS the Party of the Third Part represented that based on the various Registered documents as, the Party of the Third Part, has become an absolute Owner of the said landed properties and their names are recorded in the record of rights of the said properties as absolute Owners, and the said Owners have clean and clear marketable title of the said properties which are free from all encumbrances and reasonable doubts;

23. AND WHEREAS by virtue registered documents as enumerated in detailed 'Search & Title Report' dated 09/12/2016 & Supplementary Agreement dated 30/12/2017 issued by ADV. DADASHEB V. NANEKAR, advocate of the promoter, the Party of the First Part i.e the Promoter/Developer, herein, is entitled to implement the Scheme of construction on the said property and to deal with it as per the terms and conditions of the said documents; and accordingly ADV. DADASHEB V. NANEKAR, advocate of the promoter issued a certificate of Title dated 30.12.2017 pertaining to the said Entire Land which is annexed herewith.

24. AND WHEREAS the said Promoter/Developers, pursuant to the right, title and interest conferred upon it by the afore said documents and in light of applicable development control rules, The Promoter herein has proposed to float an ownership scheme project on the said land/project land, under name "Akshay Anantam" to sell out the Tenements, Flats, Shops, Offices, Godowns, Units, Pent House , etc., to accept the consideration by any mode and to execute and to get registered the requisite documents, such as Agreements for Sale, Sale Deeds, etc., in favour of the intending Allottee/s ;

AND WHEREAS the Pimpri Chinchwad Municipal Corporation, Pimpri, sanctioned layout and Building Plan, in respect of the said Project Land/s and issued Commencement Certificate No. BP/Layout Wakad/53/2017 dated 12/04/2017 accordingly and BP/LAYOUT/WAKAD/165/ 2018 dated 27/09/2018. AND WHEREAS following buildings are currently sanctioned: BUILDING A: Pit + Puzzle + Stacked Parking + Stilt+ 7 UPPER FLOORS and BUILDING B: Pit + Puzzle + Stacked Parking + 2 UPPER FLOORS. The current sanctioned layout is annexed herewith as **“Annexure 1”**.

25. N.A. permission to use the said Project Land for Residential and Commercial purpose and accordingly, the Collector, Pune, by its Order No. NA/SR/27/2017 dated – 29/09/2017, granted N.A. permission with admeasuring 3159.02 sq. meters for ‘Residential’ and an area admeasuring 97.29 sq. meters for ‘Commercial’, thus totally admeasuring area 3585.71 sq. meters carved out of Survey no. 168/2 totally admeasuring 00 Hectares 66 Ares and Survey No. 168/4 totally admeasuring 00 Hectare 49 Aares adjoining to each other aggregating to 01 Hectare 15 Aares.

26. AND WHEREAS The Promoter herein has entered into standard agreement with Architect Mr. Dayanand Shinde, who is registered with the Council of Architects having Registration No. -A19749 on behalf of M/s S.K. Associate having its office at:- 203, P.J.Chamber, Dr. Babasaheb Ambedkar Chowk, Pimpri-Pune 411018, for preparation of the layout and drawing of the buildings and appointed him as a Liaisoning Architect. The Promoter herein has entered into standard agreement with Architect Mr. Avinash Nawathe who is registered with

the Council of Architects having Registration No. – CA/89/11974 having his office at 7th floor Mantri Sterling, Shivaji Nagar, Pune-411016 as a Design Architect. The Promoter also entered into standard agreement with Structural Engineer Mr. Umesh Joshi, having his registration number PMC Lic No. 20, on behalf of J W Consultants LLP, having its office at: - Sai Radhe, Office No. 201,100 Kennedy Road, Pune 411001, for preparation of structural design and drawings of the buildings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the Said Project subject to the Promoter's reserved right to change aforesaid Architect who is registered with the Council of Architect or Structural Engineer as the case may be before the completion of the Said Project and appoint new Architect or structural engineer for completion of the project as the circumstances may require.

27. AND WHEREAS The Promoter herein being the developer of the Said property/Project Land alone has sole and exclusive right to sell the Apartments/Flats/shops in the Said Buildings/wings to be constructed by the Promoter on the Said Land and entered into agreement/s with the Allottee / Purchaser of the Apartment/Flats and to receive the sale consideration in respect thereof. As per Development control rules applicable to the Said Project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces, passages, staircases and other areas and considering this aspects, the Promoter herein has sole and exclusive right to sell or grant exclusive right to use such constructed areas. The Promoter herein has also sole and exclusive right to lease, mortgage, etc. the flats. Since the Promoter has sole and exclusive right to enter into agreement/s with the Allottee / Purchaser, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.

28. AND WHEREAS The Allottee/Purchaser herein has shown willingness to purchase Apartment/Flat in the Said Project, and the representative of Promoter has disclosed all the required disclosures as well as informed the Allottee/ Purchaser that, the development of the Said Project is in phases, as per The Real Estate (Regulation & Development) Act, 2016, hereinafter referred to as "RE(R&D)A" and the Maharashtra Ownership Flats

(Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "MOFA") and rules made under RE(R&D)A and MOFA.

29. The Allottee / Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee / Purchaser of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee / Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee / Purchaser to carry out independent search by appointing his/her own Advocate and to ask any further queries, he/she may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosures, documents, etc. and Said Project as well as apartments in the project, the Allottee/Purchaser has decided to have one Apartment/Flat in the Said Project and has made application dated _____ with required application amount for allotment of Apartment/Flat as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee/Purchaser and allotted Apartment / Flat No. _____ in Building..... On _____ floor to the Allottee/Purchaser as per Letter of Intent dated _____. Aforesaid Apartment/ Flat along with the appurtenances thereto is more particularly stated in **Shcedule-III** written hereunder and hereinafter referred as "THE SAID APARTMENT"

30. AND WHEREAS the carpet area of the said Apartment is admeasuring _____square meters. As per The Real Estate (Regulation & Development) Act, 2016, Sec.2(K) "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/Allottee/s,

but includes the area covered by the internal partition walls of the apartment.

31. AND WHEREAS the Promoter herein has obtained sanctions, permissions etc. as disclosed in sub-clause hereunder written and further clearance from aforesaid authorities for the additional sanction, will be obtained in due course of time. While sanctioning the said plan, concerned Development Controlling 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 Said Land and the Said Buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building/s shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project

32. AND WHEREAS the Said Land/Project Land, with Said Layout Plan of the Said Project is shown on the plan annexed hereto as **Annexure-1**. The Floor Plan of the building in which the Said Apartment is situated showing the Said Apartment by zebra stripes is annexed hereto as **Annexure-2**. The specifications for the buildings and specifications for the apartment therein is stated, in **Annexure-3** annexed hereto. Common facilities along with the proportionate share for the Said Apartment are stated, in **Annexure-4** annexed hereto. Copy of the commencement certificate Nos. BP /LAYOUT/ WAKAD / 53/2017 dated 12/04/2017 & BP /LAYOUT /WAKAD/165/2018 dated 27/09/2018 issued by PCMC are annexed hereto as **Annexure- 5**. Copies of 7/12 extracts for the Said Land in the name of the owner/party of the third part are annexed hereto as **Annexure-6 to 7**. Copy of the Certificate of the title, issued by Adv Dadasaheb Nanekar-the Advocate of the Promoter is annexed hereto, as **Annexure-8**.

33. AND WHEREAS the Allottee / Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/is in respect of the other apartment/s in the project.

34. AND WHEREAS subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to

sell and the Allottee/Purchaser has agreed to purchase the Said Apartment, and the parties hereto therefore, have executed these Agreement to Sell, to witness the terms and conditions thereof, in compliance of Sec.13 of RERA and Section No. 4 of the MOFA and rules made there under, the parties hereto are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

35. DISCLOSURES MADE BY THE PROMOTER TO THE ALLOTTEE/ PURCHASER HEREIN:-

Prior to entering into this transaction the Promoter herein disclosed to the Purchaser as under :-

35.1 The Promoter herein has disclosed that, the Promoter is a registered Partnership Firm, registered with the Registrar of Firms, Pune under Indian Partnership Act 1932 having PAN : AA EFS2732H and having its registered office at S.No. 15/2, Flat No. 4, Akshay Centre, Aundh- Ravet Road Pune -411033.

35.2 The Promoter herein disclosed to the Allottee/Purchaser herein that, the Promoter has made application for registration to the Real Estate Regulatory Authority, State of Maharashtra and received registration certificate having registration no. ----- dated -----
- copy of which is attached at **Annexure 9**.

35.3 The Promoter and the owners herein states that, the Said Land is owned by the owners/party of the third part and possessed by the Promoter free from all encumbrances, charges or claims except as detailed in ‘ Search & Title Report’ dated 09/12/2016 & Supplementary Agreement dated 30/12/2017. And name of the Owner is shown in revenue record as the class-I occupancy, free from any restriction on alienation. The Promoter has got investigated the rights, authority and title of the Said Land from Advocate and copy of the certificate of title is annexed hereto as Annexure -8

35.4 The Promoter herein has disclosed to the

Allottee/Purchaser that, the Said Land will be developed by constructing 2(two) buildings as per layout annexed hereto being project “Akshay Anantam”. As per the present sanction received from Pimpri Chinchwad Municipal Corporation, Pune vide commencement certificate no. BP/LAYOUT/WAKAD/ 53/2017 dated 12/04/2017 & BP/LAYOUT/WAKAD/ 165/ 2018 dated 27/09/2018, for the said land along with sanction to the building layout and building plans following buildings are currently sanctioned: BUILDING A: Pit + Puzzle + Stacked Parking + Stilt+ 7 UPPER FLOORS and BUILDING B: Pit + Puzzle + Stacked Parking + 2 UPPER FLOORS.

35.5 The Promoter herein has disclosed to the Allottee/Purchaser that, at present sanction to the Said Project is received as stated in Sub-Clause No.35.4 hereinabove written and there is possibility of getting additional F.S.I in future in the form of either paid F.S.I, premium F.S.I, amenity/road handover F.S.I, T.D.R. and/or due to amalgamation of adjoining land. Whenever this additional F.S.I/ T.D.R is sanctioned by the local authority to be used in the project, the Promoters will apply for revision of plans and the proposed full potential layout may contain buildings having following configuration- Building A :-Pit + Puzzle + Stacked Parking + 11 upper floors and Building B :-Pit + Puzzle + Stacked Parking + 11 upper floors. The future potential layout is annexed herewith as “**Annexure 10**”. Hence it is understood by the allottee/Purchaser that certain floors of the building out of the said project will be constructed initially and remaining floors of the buildings will be constructed and completed thereafter as per receipt of sanction from the Development Controlling Authority. The Allottee/Purchaser with due diligence got conversant with the aforesaid situation and accorded his irrevocable and specific consent for aforesaid subsequent revised sanctions.

35.6 The Promoter herein informed and Allottee/Purchaser herein is well aware that, the Said Land is situated within the periphery of Pimpri Chinchwad Municipal Corporation. As per development control rules of the aforesaid authority, FSI for the Said Land and in addition to that, equivalent FSI for the amenity space area, open space area and area affected by road out of the said land and permissible additional FSI as per D.C. Rules applicable to the said land and further

paid FSI, Fungible FSI, Permissible TDR including slum TDR and other buildable potential under whatsoever head which is to be allowed to use on the Said Land and also use the FSI on the Said Land permissible against the transfer of the said Road to the Development Controlling Authority, in light of the Development Control Rule applicable for the properties situated within the periphery of Pimpri Chinchwad Municipal Corporation can be utilized for construction of the buildings on the Said Land. The Promoter herein state that, no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Promoter shall have right of pre-emption or first right to utilise the residual or available FSI or which may be increased for whatsoever reason in respect of the Said Land or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and allowed to use the same on the Said Land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Land. The Allottee / Purchaser herein by executing these presents has/have given his/her/their irrevocable specific consent for the aforesaid purposes and separate consent will not be required.

35.7 The said project will be completed on or before 31st August 2022. provided the conditions stated here underwritten shall be applicable Mutatis Mutandis to the aforesaid period. The Promoter herein has disclosed as to the date of delivery of possession of the Said Apartment to the Allottee/Purchaser.

35.8 The Promoter herein has informed and disclosed to the Allottee/Purchaser that, the Promoter shall provide sufficient space out of the Said Land for installation of Electricity Sub-Station and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Said Project by paying necessary charges for the same. On installation of such sub-station necessary cables upto the each building will be lay-down and for each building for the energy meter sufficient space will be provided and for each apartment separate energy meter will be provided as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the

Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid disclosure.

35.9 The Promoter herein state that, for the Said Project, there are common facilities and restricted common facilities/areas and same are more particularly stated in **Annexure –11** annexed hereto.

35.10 The Promoter herein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each apartment in the building are more particularly stated in **Annexure - 3** annexed hereto.

35.11 The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as hereinabove written. The Promoter herein further discloses that he may appoint turn-key contractors for construction of the buildings and/or its services, common amenities etc for the said project.

35.12 The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottee/Purchaser of the apartments in the Said Project to be constituted and to which title is to be passed as stated.

35.13 The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee / Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee / Purchaser the Promoter herein has given all information to the Allottee / Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee / Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.

35.14 The proposed carpet area of the said Apartment/Flat would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The Purchaser/Allottee/s agree that carpet area is, therefore subject to the tolerance of +/- 3% or variation cap of 3% on account of structural design and construction variations. The Promoter shall confirm the final carpet area that has been allotted to the Purchaser/Allottee/s 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 Promoter. If there is any reduction in the carpet area beyond the defined limit then Promoter shall refund the excess money paid by Purchaser/Allottee/s 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 Purchaser/Allottee/s. If there is any increase in the carpet area allotted to Purchaser/Allottee/s, the Promoter shall demand additional amount from the Purchaser/Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed by the parties in this Agreement.

36. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION ACCORDINGLY: -

36.1 As stated hereinabove, the Promoter has to obtain sanction to the layout and building plan and shall construct the Said Building/s on the Said Land in accordance with such sanction layout and building plan designs, specifications approved by the concerned development controlling authority. The Allottee/Purchaser herein has seen sanctioned and proposed layout and building plans for the Said Land and with due diligence approved sanction layout and building plan and by executing this present with due diligence granted irrevocable consent for variation, alteration and modifications as to the have sanction and changes of Building A and B, which are yet to be received and further variation, alteration and modifications as may be considered necessary or as may be required by concerned development controlling authority / Government.

36.2 The Allottee/Purchaser herein is well aware that, as per sanctioned building plan the balconies are shown in Said Apartment but for convenient usefulness of the Said Apartment the balconies have to be enclosed and get amalgamated into adjacent study room or pooja area as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for that required premium has been paid by the Promoter and such modified amalgamated apartment floor plan is annexed hereto as **Annexure-2A** and sanctioned apartment floor plan is annexed hereto as **Annexure-2** and the aforesaid changes are made as per the request of the Allottee / Purchaser herein and hence hereinafter Allottee / Purchaser herein shall and will not raise any objection, complaint and query as the case may be for such changes and have with due diligence given irrevocable consent. If any variations or modifications are proposed which adversely affect the Said Apartment as shown in Annexure-2 annexed hereto, for such variations or modifications the Promoter shall have to obtain prior consent of the Allottee/Purchaser herein except any alteration or addition required by any government authorities or due to change in law. The Allottee/Purchaser herein is well aware that, for convenient usefulness locations and dimensions of the pits, mechanical parking units, water tanks, transformer and any other services or equipment's may be changed and specifically consents for the same.

36.3 The Allottee/Purchaser herein has well understood that, to use balance FSI of Said Land, paid FSI, Fungible FSI, Premium FSI and permissible TDR for the Said Land and considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the building/wings. For the aforesaid purpose the Allottee/Purchaser herein by executing these present with due diligence has/have given consent and further assured to the Promoter separate consent will not be required.

37. CONSIDERATION OF THE SAID APARTMENT: -

37.1 Considering the present status of the construction of the building/s at site in which the said apartment is situated and further in light of the Purchaser having agreed to pay the consideration as stated in **sub-para-**

37.3' hereunder written, the Promoter has agreed to sell at concessional rate and Purchaser herein has agreed to purchase, all that, residential / commercial tenement being Apartment/Flat No....., situated on - ----__floor in the building no.-----, which tenement is more particularly described in the **Schedule-III** hereunder written and floor plan of which is annexed hereto as Annexure-2 i.e. said Apartment, at or for total consideration of Rs----- /- (Rupees ---- only) including price for proportionate utilization of the common areas and facilities appurtenant to the said Apartment, subject to the encumbrance of the limited areas and facilities and excluding all expenses of Stamp Duty, Registration Fee, Goods and Service Tax { which includes Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST) } and any other taxes, cesses etc. which may be imposed by the Central or State Government or Local Authority from time to time for the transaction in respect of the Said Apartment between the parties hereto and same have to be paid by the Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser. The nature extent and description of the common / limited common areas and further description of common / limited common facilities are more particularly described in the Annexure-11 annexed hereto. The Promoter herein has agreed to provide the specification in the Said Apartment, which are more particularly described in the Annexure-3 annexed hereto.

37.2 It is specifically agreed and understood between the parties hereto that, the Allottee / Purchaser herein has agreed to purchase and Promoter herein has agreed to sell the Said Apartment on ownership basis at the rate on carpet area of the Said Apartment on lump sum basis, at or for consideration as stated hereto before.

37.3 The Allottee / Purchaser herein is well aware that, the building in which the Said Apartment is situated is under construction on the Said Land, construction of which is in progress and considering the present status of the construction of the same, the Allottee / Purchaser has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

Percentage	Paid on
10%	On or before signing of this Agreement
20%	To be paid after execution of this Agreement and prior to Registration and admission of execution before Sub-Registrar Haveli. (not exceeding 30% of the total consideration.)
15%	Within 8 days of completion of plinth work of the building/wing in which the Said Apartment is located. (not exceeding 45% of the total consideration)
5%	Within 8 days on completion of First floor slab
5%	Within 8 days on completion of Third floor slab
5%	Within 8 days on completion of Sixth floor slab
5%	Within 8 days on completion of Ninth floor slab
5%	Within 8 days on completion of Terrace slab (not exceeding 70% of the total Consideration.)
5%	Within 8 days from completion of walls, internal plaster, floorings, doors and windows of the Said Apartment. (not exceeding 75% of the total Consideration.
5%	Within 8 days from completion of Sanitary, Staircases, Lift wells, Lobbies up to the Floor level of the Said Apartment. (not exceeding 80% of consideration)
5%	Within 8 days from the completion of external plumbing, external plaster, elevation, terraces with waterproofing of the building/wing in which the said Apartment is located. (not exceeding 85% of the total consideration)
10%	Within 8 days from the completion of lifts, Water Pumps, Electrical Fittings, Electro, Mechanical and Environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in this Agreement for the building/wing in which Said Apartment is located. (not exceeding 95% of the total consideration)
5%	And the other dues payable by the allottee to the Promoter within 15 days from the receipt of intimation letter along with the copy of the Occupation/Completion Certificate as to the take the possession of the Apartment or at the time of receiving the possession of the Said Apartment whichever is earlier, failing which Allottee shall be liable to pay the interest as stated in Clause No.7 hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.
100	Total

37.3.1 The Promoter herein has informed to the Purchaser that, the Construction of the building/wing as well as apartments therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Purchaser shall be liable to pay the installment as per the work progress as stated hereto before.

37.3.2 The Allottee/Purchaser herein shall pay the aforesaid consideration along with all applicable taxes, etc. to the Promoters herein on due date or within 7 days from the Allottee / Purchaser receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoters calling upon the Allottee/Purchaser to make the payment. Payment in time is the essence of the contract.

37.3.3 The Promoter herein informed to the Purchaser herein that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser by Cheques / Demand Draft/RTGS issued / drawn in the name of SNEH CONSTRUCTIONS, A/C No. _____ " and payment towards the taxes, etc. has to be made by the Purchaser by cheque/Demand Drafts/RTGS issued /drawn in the name of " _____ , A/C No. " _____ " should be made payable at Pune OR by direct transfer to the aforesaid account with IFSC Code No. _____ , of Bank of India, Wakad Branch Pune.

37.3.4 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 / Purchaser 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 along with the demand letter being issued to the Allottee / Purchaser which shall only be applicable on subsequent payments.

37.3.5 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable

by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

37.3.6 The Allottee / Purchaser 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 / Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

38. INTEREST ON UNPAID DUE AMOUNT: -

Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the installments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, on all the amounts which become due and payable by the Allottee / Purchaser to the Promoter till the date of actual payment, provided that tender of the principle 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 the delay, by the Promoter against delay in payments by the Allottee / Purchaser.

39. TERMINATION OF AGREEMENT: -

39.1 Without prejudice to the right of the Promoter to charge interest in terms of Clause No.38 hereinabove written on Allottee / Purchaser committing any default in payment on due date of any amount due and payable by Allottee to the Promoter under this Agreement (including his/her proportionate share in taxes levied by concern local authority, State or Central Government and other outgoings) and on the Allottee/Purchaser committing three defaults of payment of installments/Sub installments or Allottee / Purchaser herein violates any terms and conditions of this agreement for whatsoever reason then, the Promoter herein shall have absolute right and authority to terminate this agreement by giving prior

15 days notice in writing to the Allottee by register post A.D. 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, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and the Allottee / Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee / Purchaser herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Allottee/Purchaser under this agreement towards the Said Apartment also stands cancelled and the Allottee/Purchaser shall have only right to have the refund of the amount without any interest subject to condition stated in Sub-Para No. hereunder written on execution and registration of Cancellation Deed.

39.2 For whatsoever reason if the Allottee / Purchaser herein desire to terminate this agreement / transaction in respect of the Said Apartment then, the Allottee / Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee / Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Apartment with prospective buyers.

39.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Apartment between the Promoter and Allottee / Purchaser herein terminated as stated in sub-para hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee / Purchaser herein shall automatically stand cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

39.4 On termination of transaction in respect of the Said Apartment as aforesaid the Allottee / Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Apartment by the Promoter as under :-

39.4.1 If the Promoter is able to dispose off the Said Apartment for the same consideration or higher

consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Allottee / Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present after deducting cancellation fees of Rs..... and GST thereupon along with the brokerage paid, if any without any interest or any additional amount under whatsoever head.

39.4.2 If the Promoter is able to dispose off the Said Apartment for lesser consideration than the consideration agreed between Promoter and Allottee / Purchaser herein then, the Promoter herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Allottee / Purchaser herein to the Promoter towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Allottee / Purchaser herein shall be entitled to receive the same.

39.4.3 The Allottee/Purchaser herein is not entitled to receive refund of amount paid by the Purchaser to the Promoter for payment of GST or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as hereunder written.

39.4.4 The taxes and outgoings, if any, due and payable by the Purchaser/allottee/s in respect of the said Premises upto the date of termination of this Agreement shall be deducted;

39.4.5 Pre-EMI or any other cost/charges, if any, paid by the Promoter to Bank/Financial Institution or any other party on behalf of Purchaser/Allottee/s under particular Schemes if any.

39.4.6 If the Allottee/Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Allottee/Purchaser herein is not entitled to receive the aforesaid refund till Allottee/Purchaser produces a No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and any interest due thereon on Said Apartment.

39.4.7 Without prejudice to the aforesaid conditions, it is

further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee/Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed, since his/her/their all other rights under this agreement automatically extinguished, on termination as hereinabove written.

39.5 Notwithstanding contents herein above written in this clause, it is specifically agreed and understood that, after issuing the notice and receiving acceptance by other party with specifying date for refund of amount and if the Allottee / Purchaser failed to present himself /herself/ themselves for execution and registration of Cancellation Deed on or before such specified date as called by the Promoter, then for the period from such date till Allottee/ Purchaser executing such Cancellation Deed, the Allottee /Purchaser is not entitled and the Promoter herein is not bound to pay the interest on the amount so-far paid by the Allottee / Purchaser to the Promoter.

**40. OBSERVATION OF CONDITIONS
IMPOSED BY DEVELOPMENT CONTROLLING
AUTHORITY: -**

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 development controlling authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee / Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Apartment. The Allottee / Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter at the time of issuing completion/occupation certificate and further observe all development controlling rules applicable to the building in which the Said Apartment is situated.

41. SPECIFICATIONS AND AMENITIES: -

The Fixtures and fittings with regards to the flooring and sanitary fitting and amenities like one or more lifts with particular brand or price range to be provided by the Promoter in the Said Apartment and Building in which the Said Apartment is located as are set out in Annexure-3 annexed hereto. Common & restricted common amenities and facilities for the project on the Said Land are stated in the Annexure-11 annexed hereto. In the scheme multi storied high- rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument specifically instructed to the Allottee / Purchaser herein that, his/her/their request to provide any shifting of walls, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

42. DELIVERY OF POSSESSION: -

42.1 The Promoter shall give possession of the Said Apartment to the Allottee/Purchaser on or before 31.08.2022. If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee herein on account of reasons beyond his control and of his agencies employed for construction, as per the provisions of Section 18 of RE(R&D)A, by the aforesaid date or the date or dates prescribed in Section 18 of RE(R&D)A, then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Apartment with simple interest at minimum lending rate of State Bank of India marginal cost of Lending Rate plus two per cent per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee such amount shall subject to prior encumbrances if any, be a charge on the Said Apartment.

42.2 The possession of the Flat shall be delivered to the Purchaser/allottee/s after the Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser/allottee/s under this Agreement and the taxes, deposits, stamp duty and registration charges in respect of the Apartment/Flat are duly paid by the Purchaser/allottee/s. The Promoters shall give possession of the said Premises to the Apartment/Flat Purchaser/allottee/s on or before 31.08.2022 ("Possession Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the said Building is delayed on account of any or all of the following factors: -

- (a) Any force majeure events;
- (b) Act of god e.g. fire, drought, flood, earthquake, epidemics, and natural disasters;
- (c) War and hostilities of war, riots, bandh or civil commotion;
- (d) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;
- (e) Any delay in issuing any permission, approval, NOC, Sanction and/or Building Occupation certificate and/or completion certificate by the concerned authorities; and/or
- (f) delay in securing necessary permissions or completion/occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connection from the appropriate authorities, for reasons beyond the control of the Promoter; and/or
- (g) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (h) If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court or;
- (i) Any stay order / injunction order issued by any Court of Law, competent authority, PCMC, statutory authority;
- (j) If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the

grant of necessary approvals for the said Flat/buildings/Wings or;

(k) Any event or circumstances analogues to the foregoing.

(l) Any other circumstances that may be deemed reasonable by the Authority.

(m) The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure as defined hereinabove or on account of defaults by the Purchaser/allottee/s.

42.3 After completion of construction of the Said Apartment and within 7 days from concerned competent authority subject to receipt of full payment of consideration and taxes, charges, cesses etc. made by the Allottee/Purchaser as per this Agreement, the Promoter herein shall offer in writing the possession of the Said Apartment to the Allottee/Purchaser. Within 15 days from the receipt of aforesaid offer in writing, the Allottee/Purchaser shall take the possession of the Apartment from the Promoter after inspecting the Said Apartment and being satisfied that the Said Apartment is in accordance with the terms and conditions of this agreement subject to execution of necessary indemnities, undertakings and such other documents as prescribed in this Agreement. Accordingly, the Promoter shall give the possession of the Said Apartment to the Allottee/Purchaser by complying with all compliances as agreed in this present.

42.3 The Promoter has specifically informed the Allottee/Purchaser that, the Said Project is having 2 multi-storied buildings, common amenities and the construction of such common amenities will be completed in due course within 6 months, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan of the Said Land and considering this aspect, in light of written intimation as stated here to before issued by the Promoter to the Allottee/Purchaser herein, the Allottee/Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non-construction of aforesaid common amenities to the Said Project.

42.4 In case, the Allottee/Purchaser fails to take the

possession within stipulated period as stated hereto before, since the offer in writing the possession of the Said Apartment is received, the Allottee/Purchaser will continue to be liable to pay maintenance charges and all other statutory payments to the concerned authorities and interest being penal interest @ 1.25% per month or part thereof to the Promoter from the date of receipt of offer in writing the possession of the Said Apartment.

42.5 It is further agreed between the parties hereto that, after receiving the possession of the said residential unit by the Allottee/Purchaser in pursuance of this clause, the Allottee/Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

43. COMPLIANCE OF LAW RELATING TO REMITTANCES:-

43.1 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 Rules and Regulations made there under 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 with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India of any other applicable law. The Allottee understand and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any actions under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

43.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever 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 Allottee only.

44. UNSOLD/ UNCONSTRUCTED UNITS THE ABSOLUTE PROPERTY OF PROMOTERS:

In the event the co-operative society owners being formed prior to the construction, sale and disposal of all the apartments/units/tenements in the said project, the rights, interests, entitlements etc. of the said society/holders shall always subject to the overall rights and authorities of the promoter to deal and dispose of such unsold units/tenements/parking spaces/ as per his choice and on such terms and conditions and consideration as the promoter may deem fit and proper. It is further agreed and understood by the Allottee/s that the Promoter shall not be liable and/or required to contribute towards the common expenses, maintenance charges etc. in respect of the said unsold premises.

45. DEFECT LIABILITY: -

45.1 The Allottee/Purchaser herein shall take the possession of the Said Apartment within stipulated period as stated hereinabove.

45.2 If within a period of five years from the date of handing over the possession of the Said Apartment by the Promoter to the Allottee /Purchaser, the Allottee /Purchaser brings to the notice of the Promoter in writing any structural defect in the Said Apartment or the building in which the Said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee /Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RE(R&D)A.

45.3 Provided that, defect liability of the Promoter for the standard fittings, machinery including but not limited to generator set for backup, STP, electric pumps, Transformer, waste management plants, lift, security equipment's (if any), Solar System (if any), CP and Sanitary, fittings and fixtures will be as per the warrantee

provided by the respective manufacturer /supplier.

45.4 Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee/Purchaser to take the possession of the Said Apartment or the Allottee/Purchaser took the possession of the Said Apartment, whichever is earlier.

45.5 Further provided that, the Allottee / Purchaser shall not carry out any alterations of the whatsoever nature in the Said Apartment or in the fittings therein, in particular it is hereby undertaken by the Allottee/Purchaser not to 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 by the Allottee / Purchaser without the written consent of the Promoter, the defect liability shall become void automatically.

45.6 The word 'defect' here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use or vagaries of the Allottee /Purchaser or occupier of Said Apartment by the Occupants, act of nature etc. Defect/s in fittings and fixtures are not included therein.

46. USE OF THE SAID APARTMENT: -

46.1 The Allottee / Purchaser herein shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee / Purchaser shall use the Said Apartment or any part thereof or permit the same to be used only for purpose as shown in the sanctioned plan and owners/occupiers shall not use the same for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

46.2 After receiving the possession of the Said Apartment, the Allottee / Purchaser herein for whatsoever reason desires to grant the use of the Said Apartment to any third party on leave and license basis or otherwise, then he should have prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee / Purchaser herein shall inform to the concerned police station in writing as to the grant of such

use alongwith the details of the persons who intend to reside / use the Said Apartment.

46.3 The Allottee / Purchaser or occupant of the Said Apartment, shall use parking space only for parking his / her / their own vehicle only. The apartments holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any apartment holder / occupier in the project shall and will not be entitled to park his/her/their any two / four wheeler vehicle in drive way.

47. FORMATION OF ORGANISATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND:-

47.1 In the project on the said land, there are Buildings A&B consisting of various commercial and residential tenements and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form one Co-operative Society for the tenement holders in such Buildings/Wings which are under construction under name “ Akshay Anantam Co-Op. Housing Society Ltd.” will be formed. In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the apartments holders in the building which is under construction or to be constructed on the Said Land and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative society, has entered into this transaction.

47.2 To enable the Promoter to form the society as aforesaid, the Allottee / Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the society of the Allottee / Purchaser of the apartment/s in the project under section 10 of the MOFA and section 19 of the RERA, within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rule,

1964. No objection shall be taken by the Allottee / Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article 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.

48. CONVEYANCE DEED: -

The Promoter herein has made full and true disclosure as to how the Said Project on the Said Land is completed as aforesaid and considering the provision Sec.-17 of RE(R&D)A, R.9 of RE(R&D)R, Sec.11 of MOFA R.9 of MOFR, the Promoter has decided after completion of construction of respective phases and formation of Co-Operative Housing Society as aforesaid and receipt of full consideration along with all dues from all Apartment holders in respective building/wing, the Promoter within 3 months will convey such building being structure on the part of the Said Land in favor of such society.

49. About Separate Connection of MSEDCL and Water Connection:-

Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply connections from the concerned department. If the said Authorities/ Departments fail to supply water to the said project within reasonable time then in such case the promoter may provide water supply through a sub meter or may arrange the supply of water through any other temporary arrangement due to which or if there is improper supply of water the promoter shall not be held responsible for the same and the proposed allottee hereby consents for any temporary arrangement that may be made, determined and decided by the developer. In case the concerned Authority fails to supply the water to the said project then the temporary arrangements for the supply shall become permanent arrangement and the proposed allottee shall pay the charges for the same at actuals as may be decided by the promoter. If the MSEDCL/ concerned Authority fails to supply electrical connection and electricity to the said project within reasonable time then in such case the promoter may provide electrical supply through a sub meter or may arrange the supply of electricity through any other temporary arrangement due to which or if there is

improper supply of electricity the promoter shall not be held responsible for the same and the proposed allottee hereby consents for any temporary arrangement that may be made , determined and decided by the promoter. The proposed allottee shall be liable to pay charges for the said facilities at actual. The promoter shall be entitle to deduct any dues of such proportionate or entire charges payable by the proposed allottee for the above mentioned expenses from maintenance deposit or accounts for which the proposed allottee hereby gives consent.

50. PARKING

50.1 As per the Development Control Rules applicable to the project on the Said Land, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the apartments holders in the Said Project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the apartments in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein has made arrangement not to provide separate scooter parking and cycle parking, on the contrary, to avoid dispute between the apartment holder in the project on parking issues, the Promoter have decided to provide mechanical and conventional parking space under slab, stilt as well as within side margin etc. and to divide such parking area into two parts one for to allot being exclusive right to use to the apartment holders in the project being car parking space and other being common parking for the apartment holders to whom exclusive right to use car parking space are not allotted and control of such common parking spaces ultimately with the Co-Operative Society which will be formed as stated hereto before.

50.2 The Purchaser herein after going through the D.C. Rule as to required parking area and the Promoter proposed to arrange parking area as shown in parking plan, the Purchaser herein by executing this present with due diligence has accepted the aforesaid arrangement and gave the consent for such parking plan.

50.3 For the allotte/Purchaser of apartments with allotted car parking-
As incidental to this Agreement the allottee/purchaser will be entitled to the exclusive right to use (-----)
car parking space in the said new building (to be

identified on the plan at the time of handing over the possession of the said Premises) and the same shall be limited common area and facility for which no separate consideration is being charged by the Developers.

OR

For apartments without allotted car parking-

As incidental to this Agreement the allottee/purchaser is not entitled to the exclusive right to use car parking space in the said project.

For all the allottee/Purchaser-

The allottee/purchaser agree/s that the Developers shall be entitled to do such earmarking at their discretion and the allottee/purchaser hereby accept/s the decisions taken by the Developers in relation to such earmarking of car parking spaces. The allottee/purchaser further agree/s and undertake/s that pursuant to formation and registration of the Proposed Society as per Clause 28(i) hereof, and admission of the allottee/purchaser thereto, the allottee/purchaser shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be of the Proposed Society, in favour of approving such car parking earmarking as done by the Developers so that the respective person/s in whose favour the Developers has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Society, for exclusive use thereof, along with rights of transferability in respect thereof. Notwithstanding what is stated herein, the allottee/purchaser acknowledge/s and understand/s that a majority of the car parking spaces that will be provided in the said new buildings shall be in the form of an automated stack or any other form of automated or mechanical parking in the said new building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The allottee/purchaser is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the allottee/purchaser acknowledge/s that the allottee/purchaser has/have no objection to the same. The allottee/purchaser is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots

in the Mechanical Parking system. The allottee/purchaser is aware of the fact that the mechanical parking system can accommodate certain type of vehicles depending on its dimensions and weight and the purchaser allottee/purchaser consents for the same. The allottee/purchaser hereby confirm/s that the allottee/purchaser has/have no objection to the same and that the purchasers who have allotted car parking space/s shall not park his/her/their car/s at any other place in the said new buildings other than specifically designated for the parking of their vehicles. The allottee/purchaser hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at their costs for parking or removal of cars from the Mechanical Parking system. The allottee/purchaser shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

The allottee/purchaser herein is aware that the vehicle parking provided by the promoter are lesser than the number of apartments in the proposed project and the allottee/purchaser herein confirm/assures that he will not create any dispute /hindrance on the allotment of the parking.

51. REGISTRATION OF THIS AGREEMENT:

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, 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.

52. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC: -

The Allottee / Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by

the Promoter in favour of Housing Society in which the Allottee / Purchaser will be member.

53. PAYMENT OF TAXES, CESSSES ETC: -

53.1 It is agreed upon and explained by the promoter to the Allottee /Purchaser that, GST has been applicable and will be applied on present transaction by the Government from 1st July 2017 or any other date as per the Government Policy, the Promoter has already passed on the Tax rebate of GST to the Allottee /Purchaser 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 /Purchaser by the Promoter and the Allottee /Purchaser has verified the same. Hence, the consideration amount decided in this agreement is net off GST. Therefore, the Allottee /Purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable Govt. charges including the GST for the present unit and have no objection for the same. It is also agreed between the parties hereto that the Promoter shall be entitled to get the set off/ credit of the GST paid on these presents and the Allottee /Purchaser shall not have any claim over the same.

53.2 If at any time, if any tax in the nature provided hereunder is imposed then the Allottee /Purchaser shall separately pay the said Tax, Betterment and Development Charges or any other tax or out goings charges payable if any levied by the State or Central Govt. or any other authority at present or in future in respect of the sale and / or transfer of the said Apartment as per this Agreement. Such payment shall be effected within 7 days of demand, and the Allottee /Purchaser shall exclusively be liable for any delay in payment thereof. In case the Promoter is required to pay the same for any reason whatsoever, the Allottee /Purchaser shall immediately reimburse the said payment to the Promoter as per their demand. The Allottee /Purchaser shall keep the Promoter indemnified from all such liabilities. The Allottee /Purchaser has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said Apartment. Despite the declaration herein above, if any tax in the nature provided hereunder is imposed then the Allottee /Purchaser hereby agree/s

that in the event of any amount by way of tax, Premium betterment charges, or development or tax or Educational cess or any other tax or payment of a similar nature becoming payable to the local authority or to the state and / or central Govt. or any authority, on the purchase, development / construction of the said property and / or sale of the Apartment, etc. and / or any of the incidents of this transfer of property in good involved in works contraction, etc. by the Promoter either before or delivery of possession of the said Apartment the same shall be paid by the Allottee /Purchaser in advanced to the Promoter, as and when charged and demanded by the Promoter. The Promoter shall not be liable to pay the same. If Allottee /Purchaser fail/s to pay the amount within seven days from demanded, then Allottee /Purchaser shall be liable to pay interest @ 24% p.a. until the payment is made. Also in the said event there shall be a charge of the amount due on the said Apartment and income therefrom and till payment of said dues Allottee /Purchaser shall not be entitled assign, shall or transfer the said Apartment in any manner. It is understood that interest shall not cover the damages/losses that will be suffered by the Promoter due to non-payment. Therefore, Allottee /Purchaser shall be further liable to pay damages and losses that will be suffered by the Promoter due to non-payment and the Allottee /Purchaser shall keep the Promoter harmless and indemnified there from. The Allottee /Purchaser has/have hereby agreed to execute separate Indemnity Bond/s for this purpose, before taking possession of the said Apartment. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Promoter. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the address given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.

53.3 From the date of Completion/Occupation Certificate or Allottee /Purchaser starting the use of the Said Apartment, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Apartment and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as but not limited to Common light meter, water pump/s expenses for lift if

any etc. and non- agricultural assessment in respect of the Said Land to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee/Purchasers of apartments in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter from Allottee/Purchasers who are members of the society of such building which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building, construction of which will be completed or under construction on the Said Land.

53.4 The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 and imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN- AA EFS2732H then only the Promoter will acknowledge receipt of part consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

53.5 Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee / Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee / Purchaser on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee / Purchaser.

53.6 Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, etc. shall always be on the Allottee / Purchaser 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 / Purchaser alongwith interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such amount and the Allottee / Purchaser herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee / Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee / Purchaser herein with due-diligence has accepted the aforesaid condition.

54. COMMON MAINTENANCE: -

54.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that, the Said Apartment is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Said Land and building/s including but not limited to- maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, mechanical parking systems etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s, but not covered the payment of taxes, being property tax payable to the concerned development controlling authority/Local Body in respect of the apartment, insurance or sinking funds, non-agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual apartment as well as water meter bills for individual apartment and internal maintenance of the apartment.

54.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the

carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society for the building in which Said Apartment is situated is formed and the said structure of the building/s is transferred to it, the Allottee shall pay an amount of Rs.____,000/- in advance for ____ Months, accordingly the Allottee/Purchaser herein has agreed to the same to the Promoter herein. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building is executed in favour of such society as aforesaid. On such conveyance being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

55. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME: -

55.1 The Promoter herein has specifically informed to the Allottee / Purchaser and Allottee / Purchaser herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee / Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee / Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Said Apartment to the Allottee / Purchaser herein on ownership basis, subject to the terms and condition of this Agreement.

55.2 In the Said Project the Promoter herein are providing advance technology, amenities / material / plant and equipment in common facilities like elevators, electric rooms etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

55.3 The Promoter herein specifically informed to the Purchaser that, the Promoter will not entertain any request of the Purchaser as to the any extra work, alteration, modification, additions in the Said Apartment and the Purchaser herein has agreed and accepted the condition.

56. ADJACENT TERRACES: -

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the said apartments in the Buildings, if any, shall belong exclusively to the respective Purchaser/Allottee of such said apartment and such terrace spaces are intended for the exclusive use of the respective such Purchaser/Allottee. The said terrace shall not be enclosed by such Purchaser/Allottee till the permission in writing is obtained from the concerned development controlling authority and the Promoter or society.

57. CONSENT FOR MORTGAGE ETC.:-

57.1 The Purchaser/Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchaser/Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and Purchaser/Allottee alone shall be liable to repay the same.

57.2 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/ Purchaser herein who has agreed to purchase the Said Apartment in pursuance of this agreement.

58. SPECIFIC COVENANTS: -

58.1 After the Promoter gives possession in respect of the Said Apartment, the Allottee / Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.

58.2 The Allottee / Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Said Land and in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee / Purchaser is by executing these presents has given his irrevocable consent and for this reason a separate consent for the same is not required.

58.3 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the Said Land and building/s / wing/s or any part thereof except the Said Apartment. The Allottee / Purchaser shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the Said Land and building is/are transferred to the society as herein before mentioned.

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

58.5 In the event of the Society for the apartment holder in the buildings which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the apartments / units in the building/s which are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the apartments /units in such buildings, shall always be subject to the Promoter's overall right to dispose off unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Allottee / Purchaser or any other apartment holder in the building. Ad-hoc committee or Society as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flats /accommodations /apartments in the buildings, which are to be constructed on the Said Land which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

58.6 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, all rights of the Promoter under this agreement and other agreements in respect of the other apartments shall be subsisting until all payments inclusive of the amount of consideration and taxes etc, in respect of all the apartments in the building/s is received by the Promoter.

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

58.8 Adjacent terrace allotted by the Promoter to the Allottee/Purchaser of such apartment to which the terrace is adjacent, the same terrace have to be used by the Allottee/Purchaser herein or any other occupier on his behalf shall use the same being terrace and is not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of the Allottee/Purchaser or occupier on his behalf and recover the cost of removal from Allottee/Purchaser or occupiers, till the building is conveyed in favour of the society as aforesaid and after conveyance the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as an exclusive right to use the terrace, sitout, passages, open space, parking space etc. along with the Said Apartment, if any.

58.9 The Promoter herein by spending huge amount is providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Land, hence Allottee / Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances particularly concealed plumbing, concealed wiring etc. and considering this aspect and having regard to the safety measures, Allottees/ Purchasers are advised not to open these instruments or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Allottee/Purchaser nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Apartment because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly, after completion of the project and conveyance in the name of society, the such society will have absolute authority to expel the

member for the Said Apartment and dispose off such apartment in market and refund the amount paid by the Allottee/Purchaser to the Promoter herein being consideration of the Said Apartment. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

58.10 The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the Said Land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Allottee / Purchaser herein that, any buyer of the any apartment in the building shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not be seen on external elevation. The Allottee / Purchaser herein undertake to abide this condition and if any owner or occupier of any apartment in the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the apartments holders in the building which are under construction under Said Land and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the apartment.

58.11 The Promoter herein has specifically informed the Allottee / Purchaser that for, water proofing and anti-termite treatment in the project the guarantee stands automatically extinguished for the said apartment, if any owner or occupier of such apartment in the building/wing chisel any relevant work in any manner. Considering this aspect, the Allottee / Purchaser herein undertakes not to chisel/drill any relevant work in any manner, which will cause the reason to cancel the aforesaid guarantee.

58.12 The parties hereto are well aware that, the Apartment/Flat Number is three or four digit, first one or two digit denotes the floor of the building / wing and last digit denotes the Apartment/Flat number.

58.13 The parties hereto are well aware that, in sanction building plan floor height is shown from bottom of the

floor slab to the top of the top slab of concerned floor/apartment and considering masonry and flooring work, always height shall be less than the shown in the sanction plan and considering this aspect floor to top of the apartment, the height will be near about 8'9" and the Allottee/Purchaser herein has accepted the aforesaid calculation and height by executing this present.

58.14 The Promoter herein has disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewage as stated herein above written and the Allottee/Purchaser herein with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Allottee/Purchaser herein accept that, the Promoter herein only responsible to provide the aforesaid facilities from concern authorities and not responsible for any shortfall of water, electricity and provision of drainage and sewage, for the reason same is beyond the control of the Promoter.

59. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER: The Promoter hereby represents and warrants to the Allottee /Purchaser as follows:

59.1 The Promoter herein state that, except the litigations stated in search and title investigation report, the Promoter has clear and marketable title with respect to the project land; as declared in the title certificate 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; Also there are no encumbrances upon the project land or the Project except those disclosed in the title report;

59.2 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;

59.3 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;

59.4 The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

59.5 At the time of execution of the conveyance deed of the structure to the Society of Allottees/Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society of the Allottees/Purchasers, as stated hereto before.

59.6 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till possession;

59.7 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 land) 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.

60. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID APARTMENT ETC:-
The Allottee / Purchaser himself with intention to bring all persons into whosoever hands the Said Apartment may come, doth hereby covenant with the Promoter as follows for the Said Apartment and also for the building in which the Said Apartment is situated.

60.1 To maintain the Said Apartment at the Allottee / Purchaser's own cost in good tenable, repairable condition from the date of possession of the Said Apartment is taken and shall not do or cause to be done anything in or to the Said Apartment or the building in

which the Said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the Said Apartment and/or to the building in which the apartment is situated and in or to the Said Apartment itself or any part thereof.

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

60.3 To carry at his own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee / Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. But in the event of the Allottee / Purchaser committing any act in contravention of the above provisions, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

60.4 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outerwall of

the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the Said Apartment.

60.5 Not to do or permit to be done, any action or thing which may render void or voidable any insurance (if any) of the Said Land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

60.6 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 Said Land and the building.

60.7 To Pay the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by concerned development controlling authority or Government or giving water, electricity or any other service connection to the building in which the Said Apartment is situated.

60.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of possession of the Said Apartment and also any additional increased taxes, insurances etc. Which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the Said Apartment by the Allottee / Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

60.9 The Allottee / Purchaser shall not let, sub-let, transfer assign or part with Allottee / Purchaser interest or benefit factor of/under this agreement or part with the possession of the Said Apartment until all amounts payable by the Allottee / Purchaser to the Promoter under this agreement are fully paid up and only if the Allottee / Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee / Purchaser has intimated in writing to the Promoter and obtained

written consent thereof.

60.10 The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee / Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

60.11 Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society as aforesaid, 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 and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.

61. NAME OF THE SCHEME AND BUILDINGS / WINGS:-

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 as “ Akshay Anantam” and building will be denoted by letters 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 Allottee / Purchaser or other apartment holders in the building/s or proposed Society 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.

62. SERVICE OF NOTICES: -

All notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Promoter by Registered Post A.D. and notified email ID (if any) at the address and email ID specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee / Purchaser after execution of this Agreement. It shall be the duty of the Allottee/ Purchaser and the Promoter to inform each other of any change in address and email ID subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the address stated in title of this Agreement shall be deemed to have been received by the promoter or the Allottee/ Purchaser, as the case may be.

63. EFFECT OF LAWS:

63.1 This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.

63.2 Forwarding this Agreement to the Allottee/ Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/ Purchaser until, firstly, the Allottee/ Purchaser 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/ Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) / Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee /Purchaser 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 / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days

from the date of its receipt by the Allottee/ Purchaser, application of the Allottee / Purchaser shall be treated as cancelled and all sums deposited by the Allottee / Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

63.3 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. Any amendment required be carried out by authority or law or for whatsoever other reason the same shall be carried out by the parties hereto by proper registered Correction/Supplementary Deed to this Agreement.

63.4 It is clearly understood and so agreed between the parties hereto that, hereinafter subsequently after full payment of agreed consideration and other dues paid by the Allottee/ Purchaser to the Promoter and have the possession of the Said Apartment if Allottee/ Purchaser transfer /assign the right, title, interest under this agreement to any transferee /assignee with the prior consent of the Promoter till conveyance of the building in which Said Apartment is situated executed and registered in favour of society which will be formed for apartment holders in such buildings and thereafter of such society, then all provisions and obligations arising under this agreement in respect of the Said Project shall equally applicable to and enforceable against such transferee/ assignee of Said Apartment since the said obligation go alongwith the Said Apartment for all intents and purpose.

63.5 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.

64. DISPUTE RESOLUTION AND GOVERNING LAW: -

64.1 If any dispute arises between the parties hereto in pursuance of terms and conditions set-forth in this present and performance of the either party shall be settled amicably and in failure to settle the dispute amicably, which shall be referred by the concerned party who has grievance against other party to the Authority appointed under The Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

64.2 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 Courts will have the jurisdiction for this Agreement, for the disputes which not covered under Sub Clause hereinabove written.

65. STAMP DUTY AND REGISTRATION FEE: -

The Allottee / Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee / Purchaser will be member.

SCHEDULE – I

(BEING DESCRIPTION OF THE ENTIRE LAND BEARING SURVEY NO. 168/2 AND 168/4

All those pieces and parcels of the landed properties, bearing Survey no. 168/2, totally admeasuring 00 Hectare, 66 Ares, (including Pot Kharaba 02 Ares), assessed at Rs. 01.62, and Survey no. 168/4, totally admeasuring 00 Hectare, 49 Ares (including Pot Kharaba 02 Ares), assessed at Rs. 01.19, both lying, being and situate at revenue village–Wakad, Taluka–Mulshi, District-Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub-Registrar, Mulshi / Haveli, Pune . Both the said properties are adjoining to each other. Both the said properties are jointly bounded as follows:

On or towards the East : By Wakad Thergaon Road,
On or towards the South : By Survey no. 168/5,
On or towards the West : By Survey no. 167/6 part & 7part,
On or towards the North : By Survey no. 168/3,

Together with all rights, title and/or interest attached thereto.

SCHEDULE - II
(BEING DESCRIPTION OF THE SAID LAND/PROJECT LAND ON WHICH THE SAID PROJECT IS TO BE CONSTRUCTED)

All that separated piece and parcel of land admeasuring 3585.71 Sq. meters carved out of land bearing Survey No. 168/2 totally admeasuring 00 Hectare, 66 Ares and Survey No. 168/4 totally admeasuring 00 Hectare 49 Aares aggregating to 01 Hectare 15 Aares, lying, being and situated at Revenue Village- Wakad, Taluka- Haveli, District- Pune, within the local limits of Pimpri Chinchwad Municipal Corporation and within the jurisdiction of Sub Registrars, Mulshi / Haveli(Pune) and the bounded as follows:-

On or towards the East : By Wakad Thergaon Road

On or towards the South : By Survey No. 168/5,

On or towards the West : Survey No. 168/2(part) and 168/4(part),

On or towards the North : By Survey No 168/3

together with easement, appurtenances, pathways, ingress, egress, incidental and other ancillary rights thereto,

SCHEDULE-III
(DETAILS OF THE SAID APARTMENT)

Name of the Project : -----
Apartment/Flat No. : -----
Floor : -----
Building / Wing No. : -----

Apartment Carpet Area admeasuring ----- Sq.mtrs. i.e. --
-- Sq.ft.

Apartment Carpet Area admeasuring ---- Sq. mtrs. i.e. ---
--- Sq.ft. (excluding area of amalgamated balcony).

Balcony carpet area admeasuring ----- Sq. mtrs. i.e. -----
Sq.ft. amalgamated as per Development Control
Rule.

Exclusive Right to use Adjacent Open Terrace
Carpet Area admeasuring ---- Sq. mtrs. i.e. ----- Sq.ft.

Exclusive Right to use Adjacent Dry Terrace
Carpet Area admeasuring ----- Sq. mtrs. i.e.
----- Sq.ft.

Parking (if any)-

(PROMOTER)

(PURCHASER/S)

IN WITNESS WHEREOF the parties hereto have set and
subscribed their respective hands and sealed on the day
month and year first hereinabove written.

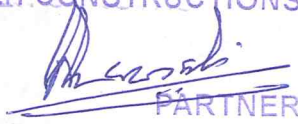
SIGNED, SEALED AND DELIVERED
by within named the Promoter
M/S. SNEH CONSTRUCTIONS
Through its duly authorized partner
Mr. Nitin Kanhaiyalal Bhansali
(Party of the First Part)

For SNEH CONSTRUCTIONS


PARTNER

SIGNED, SEALED AND DELIVERED
by within named the Purchaser/s
Mr. -----
(Party of the Second Part)

SIGNED, SEALED AND DELIVERED
 by within named The Owner,
 SAI SNEH MANSI CO-OPERATIVE HOUSING SOCIETY,
 Through its Power of Attorney holder,
 M/S. SNEH CONSTRUCTIONS
 Through its duly authorized partner
 Mr. Nitin Kanhaiyalal Bhansali
 (Party of the Third Part)

For SNEH CONSTRUCTIONS

 PARTNER

IN THE PRESENCE OF:-

Signature
 Name
 Address

Signature
 Name
 Address

ANNEXURE-1
 (Sanctioned Layout and Building Plans)

ANNEXURE-2
 (Apartment Floor Plan)

ANNEXURE-3
 (Specifications of the Buildings and Apartments)

STRUCTURE	Earthquake resistant RCC frame structure.
MASONRY	Fly ash bricks or AAC block masonry for internal and external walls and shear walls as per RCC Design.
PLASTER	Gypsum finishes for internal & sand faced plaster for external sides.
TOILET BATHROOM	& Ceramic flooring & dado tiles up to lintel level., Hot & cold mixer with shower rose , western styled wall hung commode for W.C. & toilet.
PLUMBING	Fully concealed with anticorrosive pipe.

ELECTRICALS	Fully concealed copper wiring with modular switches., Power point for Aqua guard, Fridge, Geyser and Exhaust Fan, Washing machine point in dry balcony. TV and Telephone point in living room and TV& AC Point in Master Bed.
PAINTING	OBD for internal and waterproof/ weather shield Paint for external.
FLOORING	2'x 2' vitrified flooring with skirting.
DOORS FRAMES & SHUTTERS	Doors - Both side laminated door with branded lock to main door with Stone/Granite door frame French Door- G.I. French door for all terraces.
WINDOWS	Powder coated 3 track Aluminum sliding windows with mosquito net with marble sills & M.S. Grills.
KITCHEN OTTA	Black granite top with SS sink and dado up to lintel level.
LOFT	Over shorter wall in kitchen.
LIFT	Branded automatic lifts with back up.
GENERATOR BACK UP	For common areas, Lifts, water pumps & Mechanical Parking.
SOLAR WATER	Common Solar water heating system, with one outlet in master bathroom (operational for specific timings).
GARBAGE	Garbage collection system/ garbage chute.
CCTV	Surveillance for the campus.
OTHER SPECIFICATIONS	Fire Fighting system.
	Rain water harvesting and recycling.
	Name plate and a letter box for each flat.
	Provision for internet connectivity.
	Provision for inverter back up point for each unit.
	Provision for concealed DTH point.

NOTE :- The aforesaid specifications are general and will be provided in the residential tenement as suitable in tenement as per the discretion of the Promoter. Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.

ANNEXURE-4

Common Facilities along with the proportionate share for
the said Apartment

ANNEXURE-5

(COMMENCEMENT CERTIFICATES)

ANNEXURE-6 & 7

(7/12 EXTRACT OF SURVEY NO.168/2P, 168/4P
VILLAGE WAKAD)

ANNEXURE-8

(CERTIFICATE OF TITLE)

ANNEXURE-9

MAHA RERA Registration Certificate

ANNEXURE-10

The future potential layout

ANNEXURE-11

Common facilities and restricted common facilities/areas