

ARTICLES OF AGREEMENT TO SELL

THIS ARTICLES OF AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS -----
-----DAY OF ----- IN THE YEAR TWO THOUSAND TWENTY TWO.

B E T W E E N

MAJESTIQUE LUXURY HOMES LLP (LLP ID -.....)

PAN – ABPFM7746K

Having its office at 9th Floor, Majestique Cityview,

S.No. 510+511, Gultekadi, Pune 411037

Through its designated partner

AKSHATA DEVCON LLP

Through its authorized person

MR. ADITYA PREMNATH AGARWAL

Age:- 34 Years, Occupation :- Business

Hereinafter referred to as the “**PROMOTER/DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor past, present and future Partners and their successors, their heirs, administrators and assigns etc.)

---- PARTY OF THE FIRST PART

AND

1. MR. PRADEEP KUMAR GANPATRAO DHORJE ALIAS KUMAR

Age. 68 Years, Occupation :- Business

PAN – ABVPK5161A

R/at – P. Kumar House, Mumbai – Bangalore Highway, Balewadi, Pune 411045

2. M/S. K.J. ASSOCIATES

A Partnership firm duly registered under the provisions of Indian Partnership Act.

Through its Partners :-

a. MR. VIVEK GOPALRAO JOSHI

Age. 66 Years, Occupation :- Business

PAN – ADWPJ9730D

R/at – Goodwill Coop. Hsg. Society, Aundh, Pune 411007.

b. MR. PRADEEP KUMAR GANPATRAO DHORJE ALIAS KUMAR

Age. 68 Years, Occupation :- Business

PAN – ABVPK5161A

R/at – P. Kumar House, Mumbai – Bangalore Highway, Balewadi, Pune 411045.

Hereinafter referred to as the “**OWNER/CO-PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in title, present and future Partners and their successors, their heirs, administrators and assigns etc.)

---- PARTY OF THE SECOND PART

AND

1) _____

Age:- _____ **Years, Occ:-** _____

PAN No. - _____

2) _____

Age:- _____ Years, Occ:- _____

PAN No. – _____

Both R/at:- _____.

Hereinafter collectively referred to as “**THE PURCHASER / ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Purchasers/Allotees/ Allotee, his/her/their heirs, executors, successors, shareholders, administrators and assigns) **...PARTY OF THE THIRD PART**

WHEREAS all that piece and parcel of the land admeasuring 6,700 Sq. Mtrs. bearing **S. No. 27/1/2/3 (Old S. No. 27/1/2) out of total area** admeasuring 02 H 07R situated at village Balewadi, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune area belongs to and stands in the name of the 1) Mr. Pradeep Kumar Ganpatrao Dhorje alias Kumar and 2) M/s. K.J. Associates through its Partners i. Mr. Vivek Gopalrao Joshi ii. Mr. Pradeep Kumar Ganpatrao Dhorje Alias Kumar.

AND WHEREAS earlier, the land bearing Survey no 27 Hissa No 1/2 admeasuring 05 Hectares 69 R was originally owned by one Late Shri. Sakharam Ganpati Balwadkar, who died on 06/07/1942 and after his demise Survey no 27 Hissa No 1/2 was inherited by his only son namely Mr. Lakshman Sakharam Balwadkar, whose name has been recorded in respect of the said land by the mutation entry No. 403.

Later on, Mr. Lakshman Balwadkar expired on 15/04/1968 and after his demise his wife and five daughters inherited Survey no 27 Hissa No 1/2 and accordingly their names have been recorded as owners thereof vide mutation entry No. 772 and each became entitled to 1/6th share in Survey no 27 Hissa No 1/2. Thereafter Mr. Pradeep G. Kumar purchased part land 02 Hectares 81 R, out of Survey no 27 Hissa No. 1/2 from Smt. Indubai Anant Owale, Smt. Bhamabai Shantaram Kalhate, Smt. Yashodabai Kondiba Khandve, Smt. Sundrabai Vishwanath Ranwade by virtue of Sale Deed registered at Sr. Nos. 10715/95, 876/96. 8249/94 & 2452/96 with the office of the Sub Registrar Haveli No. 4 and thereafter the 7/12 extract was separated and 27 Hissa No 1/2 was divided and new survey number was given to the property purchased by Mr. Pradeep G. Kumar bearing Survey No. 27 Hissa No. 1/2/3.

Further, Mr. Pradeep G. Kumar has thereafter carved out different plots on the land bearing survey no 27 Hissa No. 1/2/3 situated at Balewadi, Taluka Haveli, District Pune, and by diverse deeds and documents sold the said various plots to prospective purchasers. Thus by virtue of Sale Deed dated 19th March, 1997, Mr. Pradeep G. Kumar has sold the said land adm 750 sq.mtrs out of Survey no. 27 Hissa No. 1/2/3 situated at Balewadi, Taluka Haveli, District Pune, to the Mrs. Armaity Modi, and the said Sale Deed came to be registered before the Sub Registrar Haveli No. 4 at Sr. No. 2094/1997, and the name of Mrs. Armaity Modi has been mutated into the 7/12 extract in survey no. 27 Hissa no 1/2/3 by M.E. No. 5997.

Further, vide Development Agreement executed and registered between M/s. K.J. Associates AND Mr. Pradeep Kumar Ganpatrao Dhorje alias Kumar as owner for land adm 3000 sq.mtrs bearing regn. S.No. 3801/2008 of Haveli no.19 Pune dated 22/05/2008, Mr. Pradeep Kumar Ganpatrao Dhorje alias Kumar had granted the development rights in respect of the said land adm 3000 sq.mtrs in favour of between M/s. K.J. Associates.

Further, Mrs. Armaity Modi had sold the land adm 750 sq.mtrs to Mr. Pradeep Kumar Ganpatrao Dhorje alias Kumar vide Sale Deed bearing Sr. No. 5108/2021 of Haveli no.13 Pune dated 22/03/2021.

M/s. Dhanraj Properties, Pune along with other properties have purchased the said land adm 1200 sq.mtrs from Mr. Balram Makhijani , Renu Makhijani and Shailesh S Makhijani vide registered Sale Deed dated 29/04/2014 and the said deed was duly registered in the office of the Sub Registrar Haveli No. 6 Pune vide Doc. Sr. no. 4341/2014 and accordingly the name of M/s. Dhanraj Properties, Pune is entered on 7/12 extract.

AND WHEREAS

1) Mr. Pradeep Kumar Ganpatrao Dhorje alias Kumar has granted the ownership rights alongwith Power of Attorney in favour of Majestique Luxury Homes LLP for land area admeasuring 750 sq.mtrs out of his total land holding from S.No. 27/1/2/3 vide Agreement to Sale bearing Registration S.No. 5109/2021 and 5110/2021 of Haveli No. 13 dated 22/03/2021, respectively.

2) M/s. K.J. Associates through its Partners i. Mr. Vivek Gopalrao Joshi ii. Mr. Pradeep Kumar Ganpatrao Dhorje Alias Kumar (as a partner of M/s. K.J Associates and for himself) are the owners of the land admeasuring 4,750 sq.mtrs bearing S.No. 27/1/2/3 had granted the development rights alongwith Power of Attorney in favour of Majestique Luxury Homes LLP development agreement along with Power of Attorney vide Sr. no. 23258/2021 and Sr. no.23259/2021 at Haveli no. 10 dated 18/10/2021 respectively.

3) M/s. Dhanraj Properties, Pune through its partners 1) Mr. Balchand Dhanraj Chordia 2) Mr. Vaibhav Madan Chordia have sold the land admeasuring 1,200 sq.mtrs bearing S.No. 27/1/2/3 to Majestique Luxury Homes LLP vide Sale Deed alongwith Power of Attorney vide Sr. no. 5112/2021 and Sr. no.5113/2021 at Haveli no. 13 dated 22/03/2021 respectively. And the name of Majestique Luxury Homes LLP has been mutated into the 7/12 extract in survey no. 27 Hissa no 1/2/3 by M.E. No. 9434.

AND WHEREAS thereby Majestique Luxury Homes LLP (hereinafter referred as Promoter/Developer) had acquired total land area 6,700 sq.mtrs and authorized to develop and construct the building/s on the total land area admeasuring about 6,700 sq.mtrs bearing **S. No. 27/1/2/3 (Old S. No. 27/1/2)** situated at village Balewadi, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation, Taluka Haveli, District Pune (hereinafter for sake of brevity referred to as the **"SAID LAND/PROPERTY"**) and more particularly described in Schedule.

AND WHEREAS the Promoter/Developer is entitled to construct buildings and several units on the said land in accordance with the recitals hereinabove. And the Promoter is in possession of the Project Land.

AND WHEREAS

1) The Allottee/Purchaser/s hereinabove being interested in purchasing the said below mentioned flat/unit and is satisfied thereabout and further have visited the project and have seen the location of the said property and thereby has/ have approached the promoters and on demand from the Allottee/ Purchaser/s, the Promoters has given inspection to the Allottee/Purchaser/s of all the documents of the title relating to the Project land and plans, designs and specifications prepared by the Promoter's Architect

Mr. Jay Aeram and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as “the said Act”) and the Rules and Regulations made there under.

- 2) The Promoter/s has also requested the Purchasers to carry out the search and to investigate the title by appointing his/her/their own Advocate.
- 3) The Purchaser/s having acquainted himself/herself/themselves with all the facts and nature of right of the Promoter/s as well as the area of the designated Flat/Unit has/have thereupon entered into this Agreement.
- 4) The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the right of the Promoter/s to enter into this Agreement and/or the area of the Flat/Unit as aforesaid.

AND WHEREAS, the Promoter/Developer would be developing the aforesaid land by constructing residential buildings which shall have common amenities for the said entire land and the project as a whole.

AND WHEREAS

- 1) The Promoter has entered into a standard Agreement with an **Architect** registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;
- 2) The Promoter has appointed **structural engineer** for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings. Provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time before the completion of the said project or buildings.

AND WHEREAS by Virtue of the Agreement, Power of Attorney, Sale Deed the Promoter has sole and exclusive right to sell the Flat/Unit/Apartment in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the Allottee/Purchaser/of the said Flat/Unit/Apartment and to receive the sale consideration in respect thereof.

AND WHEREAS

- 1) The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of property card or 7/12 extract of or any other relevant revenue record showing the nature of the title of the Promoter to the Project land on which the Flat/Unit/Apartment are constructed or are to be constructed have been annexed hereto.
- 2) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority i.e. at preset PMC have been annexed hereto.
- 3) The authenticated copies of the building Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided on the said project have been annexed hereto.
- 4) The authenticated copy of the floor/unit plan and specification of Apartment agreed to be purchased by the Allottee, as sanctioned and approved by local authority have been annexed.

AND WHEREAS

- 1) The promoter has got the approvals from the concerned local authority(s) i.e PMC Pune to the plans, the specifications, elevations, and sections and of the said building/s and shall

obtain the balance approvals from various authorities from time to time, so as to obtain building completion certificate or occupancy certificate of the said Building.

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

AND WHEREAS the building layout sanctioned by the Pune Municipal Corporation, Pune in respect of the said contiguous block was revised from time to time and sanction for such revisions was duly procured, and whereas the revisions was sanctioned by the PMC, Pune vide its Commencement Certificate CC/...../22 dated and revised Commencement Certificate CC/...../22 dated is hereinafter referred to as the **“said sanctioned layout”** which is annexed hereto as **Annexure**.

AND WHEREAS the Hon'ble Collector of Pune, Revenue Branch vide order dated bearing No. PMRDA/NA/SR/...../20..... permitted non-agricultural use of the said property/land of the Maharashtra Lands Revenue Code, 1966.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in the present phase in accordance with the said proposed sanctioned plans along with the area including the allocated right to use of all common restricted areas in the said Building in the present Project.

AND WHEREAS the Promoter has registered his project for 1) building 'A' as **27 Grand Residences ...** vide MahaRERA certificate bearing no. P521..... under the Provisions of the Real Estate (Regulation and Development) Act 2016 with the Maharashtra Real Estate Regulatory Authority. Authenticated copy is attached as **Annexure**.

AND WHEREAS the details stated in annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

AND WHEREAS the Allottee/Purchaser/s has prior to the date hereof examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants. The Allottee/Purchaser/s has agreed and consented the development of the Project, as proposed by the Promoter/developer/Owner from time to time. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

AND WHEREAS the entire project to be developed on the said Entire Property/land as per the sanctioned layout shall be known as **“27 Grand Residences ...”**. The Promoter intends to develop the said Entire Project/land in phases and each of the phases shall be treated as separate Project. The Promoter under the present phase has undertaken the construction of **Tower / Wing “1”** (hereinafter referred to as the said **“BUILDING”**), carved out of the said Entire Property more particularly shown in the layout plan and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever & shall not obstruct the construction in any manner.

AND WHEREAS the Purchaser/s herein being desirous of purchasing and thereby has applied to the Promoters for purchase of the Flat/Unit/Apartment bearing no. _____, on the _____ Floor in **Tower / Wing “1”** being constructed in the present phase out of the total project which is to be constructed on the proportionate area of the said land.(Hereinafter referred as said Flat /Unit/Apartment)

AND WHEREAS, the present agreement is made and executed relying upon the above mentioned carpet area of the unit only as mentioned under the present applicable law and the total price paid by the purchaser is only on the carpet area of the unit only.

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

AND WHEREAS prior to the execution of these presents the Allottee/Purchaser/s has paid to the Promoter a sum of **Rs.**_____, being part payment of the sale consideration of the Flat/Unit/Apartment agreed to be sold by the Promoter to the Allottee/Purchaser/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/Purchaser/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing and excludes the charges attributable for registration charges, G.S.T and other charges/taxes as per the area of the said unit or as may be levied by the state or the central government or any other authority and arising from or incidental for the sale of the said flat/Unit by the Promoter/s to the Allottee/ Purchaser/s before or after taking the possession of the said flat/Unit/Apartment.

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Article of Agreement of the said Flat/Unit/Apartment with the Allottee/Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

Further the present agreement and all its contents have been read and made him/ she/they in their local known language as well as in English and the same has been accepted by the Allottee/purchaser/s herein.

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

1. CONSIDERATION:

- i. The Purchasers/Allotees' hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat/Unit No. _____ having admeasuring area _____ Sq. Mtrs. (Carpet) situated on the _____ **floor** in the **Tower/Wing 1** in the said project. The present building is registered at MAHA-RERA and is mentioned as **“27 Grand Residences**” and the same will be part of the entire project (hereinafter referred as “the Flat/Unit”) as shown in the floor plan thereof hereto for the consideration of **Rs.** _____/- including the proportionate price and right of use of the common areas and facilities appurtenant to the unit, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule annexed herewith and further

the said unit comprises of Terrace having area admeasuring about _____ Sq. mtrs, balcony having area admeasuring about _____ Sq. mtrs, Utility having area admeasuring «_____ Sq. mtrs and architectural projection having area admeasuring «_____ Sq. mtrs which are attached to the said unit as described in the plan attached hereto.

- ii. The above said consideration excludes, Taxes consisting of: Tax paid or payable by the Promoter/Developer by way of Goods and Service Tax [G.S.T] or any other similar taxes which may be levied, in connection with the construction of and carrying out for the Project payable by the Promoter/Developer upto the date of handing over the possession of the Flat/Unit. In addition to the aforesaid Taxes if any amount is payable as premium to the Local Authority or to the State and/or Central Govt. or betterment charges or development tax or educational cess or payment of a similar nature shall be paid by the Purchasers/Allotees' to the Promoter/Developer. In the event, if the Promoter/Developer is constrained to pay any such amount towards such taxes in future as stated herein, the Purchaser/Allotees' shall be liable to reimburse the same to the Promoter/Developer together with penalty (if any) and interest from the date of payment by the Promoter/Developer. If, such taxes are payable before delivery of the Flat/Unit, then Purchasers/Allotees' is not entitled to ask the possession unless tax amount and interest upon it is paid by the Purchaser /Allotees' to the Promoter/Developer.
- iii. The Flat/Unit Purchasers/Allotees' agrees to pay the applicable Goods & Service Tax on the consideration amount and the same will be paid at the time of each instalments of consideration amount. If there is any increase in Goods & Service Tax in future Purchaser/Allotees' will pay the same.
- iv. If any other taxes, levies are introduced, in that event Purchasers/Allotees' shall pay the aforesaid new taxes and levies to the Developer, within 14 days from date of demand.
- v. The Flat/Unit Purchasers/Allotees' hereby agrees that, in the event of any amount by way of such taxes becoming payable by the Promoter/Developer either before or after delivery of possession of the Flat/Unit, the same shall be paid in advance to the Promoter/Developer as and when charged and demanded by the Promoter/Developer.
- vi. If, Purchasers/Allotees' fails to pay the amount within seven days from demand, then Flat/Unit purchaser shall be liable to pay interest thereon @ 18% p.a. until payment.
- vii. The Purchasers/Allotees' has agreed to pay the consideration amount to the Promoter/Developer as per the installments given in Schedule written hereunder. The consideration amount shall be paid by cheque/demand draft/ pay order in the name of The Promoter/Developer and purchaser shall not pay any amount in cash to the Promoter/Developer or its employees. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of The Promoter/Developer and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.
- viii. The Purchaser hereby agrees to pay the installments within 15 days from receipt of intimation of aforesaid payment from the Promoter/Developer and such intimation can be given on email address of Purchaser.
- ix. The Purchasers/Allotees' shall not be entitled to claim possession and transfer of the said Flat/Unit until the Purchasers/Allotees' has/have paid the full and complete dues and consideration payable to the Promoter/Developer under this agreement or by a separate contract or otherwise.
- x. It is made clear and agreed by and between the parties hereto that, the Promoter/Developer shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoter/Developer shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter/Developer is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

- xi.** Parties hereby confirm that the term carpet area used in this Agreement shall have the same meaning as defined as per The Real Estate (Regulation & Development) Act. Carpet Area means, net usable floor area including area covered by internal partition walls of the Flat/Unit and excluding area covered by external walls, service shafts, balcony or veranda and Open terrace.
- xii.** The Promoter/Developer shall confirm the final carpet area that has been allotted to the Purchasers/Allotees' after the construction of the Building is completed and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area subject to variation cap of 3%. Total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer. If there is any reduction in the carpet area within the defined limit of 3%, then Promoter/Developer shall refund the excess money paid by the Purchasers/Allotees' within 45 (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 Purchasers/Allotees'. If there is any increase in the carpet area allotted to Purchasers/Allotees', the Promoter/Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.
- xiii.** Purchasers/Allotees' hereby authorizes the Promoter/Developer to adjust/appropriate all the payments made by the purchaser under any head/s of dues against lawful outstanding, if any in his / her name as the Promoter/Developer may in its sole discretion deem fit and Purchaser undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.
- xiv.** If any deduction of an amount made by the Purchasers/Allotees' on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to The Promoter/Developer under this Agreement shall be acknowledged / credited by The Promoter/Developer, only upon Purchasers/Allotees' submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Purchaser shall provide such original tax deducted at source certificate to the Promoter/Developer within 15 days from date of the payment of consideration amount to The Promoter/Developer. Provided further that at the time of handing over the possession of The Said Flat/Unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with The Promoter/Developer, which deposit shall be refunded by The Promoter/Developer on the purchaser producing such certificate within 4 months the date of possession, provided further that in case the Purchasers/Allotees' fails to produce such certificate/s within the stipulated period of the 4 months, The Promoter/Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchasers/Allotees'.
- xv.** Time is essence for the Promoter/Developer as well as Purchasers/Allotees'. Promoter/Developer shall abide by the time schedule for completing the project and handing over Flat/Unit to the Purchaser and the Common areas to the Association of Purchaser, Promoter/Developer may be. It is specifically agreed between the parties that timely payment is essence of the agreement and purchaser shall pay amounts payable by the Purchasers/Allotees' to the Promoter/Developer in time.
- xvi.** It is specifically agreed between the parties that this agreement is not construction agreement or works contract or service. This agreement is sale of Flat/Unit which is to be constructed/constructed upon the Promoter/Developer's land by The Promoter/Developer.
- xvii.** The nature, extent and description of common areas and facilities are more particularly described in Schedule written hereunder and the Promoter/Developer has agreed to provide specifications in the Flat/Unit which are more particularly described in Schedule hereto and

Flat Purchaser is not entitled to claim any additional amenity and specifications in the Flat/Unit.

- xviii.** The Promoter/Developer and Flat/Unit purchaser agree not to question or challenge the said consideration as the same having been settled on the basis of carpet area and on lump sum basis after considering all the aspects and other terms of agreement.

2] TERMINATION & EFFECT OF TERMINATION:

- i.** In case of default committed by the Purchasers/Allotees', in payment of the amount, as and within the time agreed to herein, the Promoter/Developer shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 18%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoter/Developer available as per the terms and conditions hereof and the statutes.
- ii.** On the Purchasers/Allotees' committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchasers/Allotees' again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter/Developer shall, without prejudice to as stipulated above, be entitled to terminate this agreement by addressing a prior written notice to the Purchasers/Allotees', demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Promoter/Developer shall be entitled to sell the said Flat/Unit to any person without any claim whatsoever from the Purchasers/Allotees' and the Purchaser shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Flat/Unit after deduction of 5% of the agreement value as and by way of liquidated damages.
- iii.** It is specifically agreed that in the event Purchasers/Allotees' fails to pay the purchase price of the Flat/Unit and taxes as mentioned above, the aforesaid unpaid amount of consideration and the taxes along with the interest upon it, shall be charge of the amount due on the said Flat/Unit and income there from and until payment of said dues Purchaser shall not be entitled assign, sell or transfer the said Flat/Unit in any manner. It is understood that, if interest shall not cover the damages/losses that will be suffered by the Promoter/Developer due to non-payment, then in such event, Purchasers/Allotees' shall be further liable to pay damages and losses that will be suffered by the Promoter/Developer due to non-payment and the Purchaser shall keep the Promoter/Developer harmless and indemnified there from. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Promoter/Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the addresses 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.
- iv.** In the event the Purchaser delays in coming forth for the registration of the aforesaid deed of cancellation, interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.
- v.** Notwithstanding any of the above clauses in the event of the Promoter/Developer is unable to give possession of the said Flat/Unit on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchasers/Allotees' will be entitled to terminate this agreement, then in that event Purchasers/Allotees' shall serve 15 days notice to the Promoter/Developer to terminate the Agreement and on such termination the

Promoter/Developer shall within 30 days of such termination refund the entire amount received under this agreement with interest at the State Bank of India highest Marginal Cost of Lending Rate then applicable plus 18 %, simultaneously at the time of execution and registration of Deed of Cancellation of this agreement. It is specifically agreed that if the Purchasers/Allotees' avoids to execute Deed of Cancellation then in that event Purchaser is entitled to the interest till the date of termination only.

- vi. It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Flat/Unit between the Promoter/Developer and Purchasers/Allotees' herein terminated as stated in hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter/Developer and Purchaser herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided herein.

4] COMPLIANCE OF BUILDING PERMISSION, FLOOR SPACE INDEX & MODIFICATION OF PLANS & BUILDING PLANS:

4.1 COMPLIANCE OF BUILDING PERMISSION:

- i. The Promoter/Developer shall construct the Building as per the plans, designs and specifications which will be approved by the concerned Planning authority viz. Pune Municipal Corporation hereinafter referred to as PMC from time to time. The Promoter/Developer hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat/Unit to the Purchasers/Allotees', obtain from the concerned local authority occupation and/or completion certificate in respect of the Flat/Unit.
- ii. Terms and Conditions imposed by Pune Municipal Corporation at the time of sanction of the layout and building plans shall be binding upon the Purchaser.
- iii. Terms and conditions imposed by the Fire Department, Environment Department and such other departments shall be binding on the Unit Purchasers and their formed body and regular approvals and time to time renewals shall be done by them.

4.2 FLOOR SPACE INDEX/TDR:

Promoter/Developer hereby declares that:

- i. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.
- ii. Promoter/ Developer has decided to use above mentioned FSI/Paid FSI and TDR to the extent of its holding of the land in the total Project Land.
- iii. The Purchaser hereby gives his/her/their irrevocable consent to the Promoter /Developer herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which the Promoter/Developer may consider necessary or as may be required by PMC to be made or any of them.
- iv. The Promoter/Developer hereby declares that the basic Floor Space Index available as on date in respect of the project land is 1.1 The Promoter/Developer has planned to utilize more Floor space index/TDR upto 7.5 by availing of FSI, paid FSI, TDR, ancillary FSI or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter/Developer has disclosed the Floor Space Index as proposed to be utilized by him on the project Land in the said Project and Allottee/Purchasers/Allottees has agreed to purchase the said Flat/Unit based on the Proposed construction and sale of Flat/Unit to be carried out by the Promote/Developer by utilizing the

proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter/Developer only.

4.3 ABOUT THE DEVELOPMENT & MODIFICATIONS OF PLAN:

- i. Promoter/Developer hereby reserves right to modify/revise the sanctioned plans by carrying out the alterations or additions of the structures, layout plans, specifications of buildings or common amenities as per the provisions of S.14 (2) (ii) of The Real Estate (Regulation & Development) Act.
- ii. Purchaser hereby confirms that the Purchaser is aware of the fact that considering entire development potential of the Promoter/Developer's land, Promoter/Developer is entitled to construct the present building/s in the present Phase. At present the plans are sanctioned by Pune Municipal Corporation for the present building/s.
- iii. For use of the balance development potentials the Promoter/Developer is entitled to revise the building plans. Considering the aforesaid circumstances that Promoter/Developer is entitled to use balance development potentials, Purchaser hereby gives Purchaser's irrevocable consent for modification of building plan / layout to use the balance development potential of the Promoter/Developer's land and to get the same sanctioned and for that reason no separate consent of Purchaser is required as per section 14 of The Real Estate [Regulation & Development] Act, 2016 because the Promoter/Developer has declared Promoter/Developer's intention to use the balance development potential.
- iv. Thus the Purchasers/Allotees' hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Promoter/Developer using additional F.S.I. [i.e Balance Development Potential of the Promoter/Developer's land] without materially & adversely affecting the area of the said Flat, and the purchaser shall not have any right to object for such additional construction which will be carried out by the Promoter/Developer in future. The Promoter/Developer will be entitled to carryout revision in the building plan for utilizing the full / maximum permitted/proposed FSI. The Purchaser hereby gives his irrevocable consent for obtaining the revised building plans approved from the competent authority so as to enable the Promoter to consume and utilise the full FSI potential including the proposed FSI including TDR becoming available for construction on the Promoter/Developer's land.
- v. The Purchasers/Allotees' hereby grants his/her/its consent for change/ modification/ alteration/revision of the sanctioned plans in case the same is required to be done under any rule, regulation, and enactment in force or to be enforced. For the aforesaid purposes, the Purchasers/Allotees' hereby empowers the Promoter/Developer as his / her/its duly constituted attorney to make necessary representations for and on behalf of the Purchasers/Allotees' before the concerned authorities, including the authorities of the Pune Municipal Corporation / Collectorate Pune, and for if required the Municipal Corporation of City of Pune, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s; additional or otherwise, without prejudicially affecting the said Flat agreed to be purchased by the Purchasers/Allotees'.
- vi. Promoter/Developer is entitled to make any such minor additions, alterations as may be required by Purchaser or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized architect or engineer after proper declaration and intimation to the Purchaser. For purpose of this clause "minor additions or alterations" excludes structural change including addition to the area or change in height or the removal of part of the building or any change to the structure such as the construction or removal or cutting into of any wall or part of the wall, partition column, beam, joist, floor including mezzanine floor or other support of change to or closing of any required means of access ingress or regress or change to the fixtures or equipment.

- vii. If any portion of the Promoter/Developer's land adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road /RP Road for any reservation then State of Maharashtra may pay the compensation therefore, in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the Promoter/Developer's land or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter/Developer shall be entitled to use the same and additional built up area in the Promoter/Developer's land either by way of construction of new building or extension of the buildings or adding floor/s on the existing buildings, which are presently permitted or in any other property as per the discretion of the Promoter/Developer. The Flat/Unit Purchaser has hereby given his irrevocable consent thereof and the Promoter/Developer shall be entitled to revise the plans, get the same sanctioned from Pune Municipal Corporation, and construct the additional Flat/Units permitted by Pune Municipal Corporation and to allot/sell them to various persons. The Flat/Unit Purchaser shall have no objection for the said new Purchaser to be admitted as members of the Association. If the Pune Municipal Corporation refuses to permit the FSI in respect of the area under road, road widening, reservation then Promoter/Developer alone shall be entitled to the compensation in respect thereof, or can convert the balance FSI into Transferable Development Rights or Floating FSI and can appropriate the same for benefits of Promoter/Developer herein.
- viii. Notwithstanding anything contained in this Agreement to the contrary the Promoter/Developer's land shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paras on any open space/ areas and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the project lands. The Promoter/Developer shall also be entitled to transfer or assign the said right to any other person. The Promoter/Developer's land shall be conveyed subject to the said right.
- ix. The Purchasers has given consent to the Promoter/Developers for right to develop the required amenity space if any and availed its benefits as per the norms mentioned under the Development Control Rules of Pune Municipal Corporation.

5] RIGHTS OF THE PROMOTER/DEVELOPER TO DEVELOP PROMOTER/DEVELOPER'S LAND:

The Promoter/Developer herein has obtained sanction of the building/s plan/s to be or constructed on the project lands and the Promoter/Developer herein shall construct the said building/s on the Promoter/Developer's land in accordance with the plans, designs, specifications, revised plans approved by Pune Municipal Corporation from time to time and which have been seen and approved by the Purchasers/Allotees', with only such variations and modifications as the Promoter/Developer may consider necessary or as may be required by Pune Municipal Corporation to be made in them or any of them.

6] POSSESSION & DEFECT LIABILITY PERIOD:

- 6.1. The Promoter/Developer shall give possession of the Flat/Unit in **Tower / Wing "1"** to the Purchasers/Allotees' on or before 31/12/2027
- 6.2. It is specifically agreed that Promoter/Developer shall be entitled to reasonable extension of time for giving delivery of Flat/Unit on the aforesaid date, and completion of common amenities, if the completion of building in which the Flat/Unit is to be situated and common amenities is delayed on account of –
- War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods.
 - Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
 - Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.

- iv. Delay in grant of any NOC/ permission /license connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Collector, Pune / PMC/ or any other authority.
 - v. Non-availability of steel, other building material, water or electric supply;
 - vi. Any extra work/addition required to be carried in the said flat/unit as per the requirement and at the cost of the Allottee.
 - vii. Any other reason beyond the control of the Promoter/Developer.
- 6.3. Promoter/Developer hereby declares that Promoter/Developer will complete external development of the common amenities after due completion of last building in the proposed layout project and will hand over the same to the proposed society/organization of Flat/Unit purchasers /Allotees'.
- 6.4. **Procedure for taking possession** – The Promoter/Developer, upon obtaining the completion certificate from PMC shall offer in writing the possession of the Flat/Unit to the Purchasers/Allotees' in terms of this Agreement to be taken within 10 days from the date of issue of such notice and accordingly the Promoter/Developer shall give possession of the (Flat/Unit) to the Purchasers/Allotees'.
- 6.5. The Promoter/Developer agrees and undertakes to indemnify the Purchasers/Allotees' in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoter/Developer. The Purchasers/Allotees' agree(s) to pay the maintenance charges as determined by the Promoter/Developer or association of Purchasers/Allotees', as the case may be.
- 6.6. The Purchasers/Allotees' shall take possession of the Flat/Unit within 10 days of the Promoter/Developer giving written notice to the Purchasers/Allotees' intimating that the said Flat/Unit is ready for use and occupation. Purchaser is not entitled to ask the possession unless entire amount payable under this Agreement is paid by the Purchaser to the Promoter/Developer.
- 6.7. Purchasers/Allotees' to take possession of Flat/Unit Upon receiving a written intimation from the Promoter/Developer as per stated above, the Purchasers/Allotees' shall take possession of the Flat/Unit from the Promoter/Developer by executing possession receipt, necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Flat/Unit to the Purchasers/Allotees'. In case the Purchasers/Allotees' fails to take possession within the stipulated time in such case Purchasers/Allotees' shall be liable to pay maintenance charges as applicable and property tax and electricity charges.
- 6.8. If within a period of five (5) years from the date of handing over the Flat/Unit to the Purchasers/Allotees', the Purchasers/Allotees' brings to the notice of the Promoter/Developer any defect in the Flat/Unit or the building in which the Flat/Unit is situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter/Developer at his own cost and in case it is not possible to rectify such defects, then the Purchasers/Allotees' shall be entitled to receive from the Purchasers/Allotees' compensation for such defect or change. Promoter/Developer is not entitled to pay the compensation in case of damages arising out of wear and tear of the premises and respective items and also arising out of any unauthorized changes carried out by the Purchaser or any damages arising out of carrying out interior work.
- 6.9. The word defect means only the manufacturing defects caused on account of Willfull neglect on part of the Promoter/Developer and shall not mean defects caused by normal wear and tear and negligent use of Flat/Unit by occupants, vagaries of nature and defects in fittings and fixtures are not included herein.

6.10.If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred to decision to Adjudicating Officer appointed under Section 72 of the Real Estate (Regulation and Development) Act, 2016.

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

6.11.Purchaser has no right to refuse to take the possession of the said Flat/Unit on the ground that, possession of common amenities as described in Schedule written hereunder is not given to the Organization of Flat/Unit Purchasers /Allotees'.

7] MAINTENANCE CHARGES AND OTHER OUTGOINGS:

7.1 Parties hereby agree that maintenance charges includes following charges/expenses:

- i. Housekeeping and cleanliness.
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom, Mechnaize car park etc if provided.
- iii. Running cost of all the equipment and instruments above (except the cost of electricity generator supply to individual Flat/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building)
- iv. Common electricity bills for common area of buildings and common areas of the Society
- v. Security charges for building/s and common areas
- vi. Common Gardening charges, Operating charges for OWC, STP etc
- vii. Electricity charges for lifts (which are dependable) and also for common electric charging station.
- viii. Expenses of water as may be required to be purchased from private sources and all other related expenses.
- ix. Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof.
- x. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the project and the whom has been specifically appointed for the said reason only.
- xi. Nonagricultural taxes if any applicable and any other similar taxes after the completion of the project and as laid down by the PMC or any local bodies.
- xii. Pest control expenses after the completion of the unit.
- xiii. Expenses incurred for maintenance of common service lines & replacements of electric switches/light points.
- xiv. Elevator repairs & maintenance contracts along with lift inspection charges.
- xv. Firefighting certification procedure after completion
- xvi. Operational and electricity charges for the sewage treatment plant for the Society
- xvii. Property taxes related to the open space and common amenities as laid down by PMC after the completion by excluding the property tax of the unit/flat.
- xviii. Any other taxes, levies, cess etc. of the property or the unit post completion of the project,

7.2 It is agreed between the parties that the above maintenance amount shall not include the items mentioned below, and the purchaser and/or the society either individually or through any appointed agency or, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the purchaser or which may be adjusted by the promoter from the same if not paid by the purchaser from the above maintenance charges account only.

- i. Insurance for building/Flats/equipment's/machinery, towards theft, fire etc. and any other such expenses,
- ii. Sinking fund if opened by the promoter from the extra money collected from the unit holders.
- iii. Repairs of the building for leakages, seepage to the property or any part thereof.
- iv. Wear and tear charges for the building as whole.

7.3 Payment of maintenance charges:

- i. Promoter/Developer has right to fix maintenance charges which are to be paid by the purchaser and Purchaser shall not have any right to challenge the amount of the maintenance charges fixed by the Promoter/Developer. Purchaser shall pay as decided and demanded by Promoter/Developer for area of the said Flat/Unit as mentioned in Schedule written hereunder, as provisional maintenance charges to the Promoter/Developer. The Purchasers/Allotees' further agrees that till the Purchasers/Allotees' share is so determined the Purchasers/Allotees' shall pay to the Promoter provisional monthly contribution of **Rs. _____/-** per month together with applicable taxes implemented by government towards the outgoings for the period of first 24 months from the date of completion.
- ii. Arrears of maintenance charges and interest upon it shall be charge upon the said Flat/Unit and purchaser is not entitled to assign his interest in the said Flat/Unit, unless the unpaid maintenance amount along with the interest is paid to the Promoter/Developer or Association / society of the Flat/Unit purchasers /Allotees' as the case may be.
- iii. That to avoid any doubts it is agreed and understood by the purchasers /Allotees', that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers /Allotees' agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers /Allotees' formed body etc. shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.

7.4 Liability to pay maintenance charges:

- i. Purchaser is liable to pay regularly maintenance charges from date of possession or date of issue of completion certificate by Pune Municipal Corporation whichever is earlier.
- ii. If Purchaser fails to take possession within 15 days from date of receipt of written intimation from the Promoter/Developer, then in that case date of possession shall be 15th day from the date of written intimation from the Promoter/Developer.
- iii. If the purchaser takes possession for carrying out interior work, then the date of possession will be the date on which possession is taken to carry out interior work.
- iv. Purchaser shall pay maintenance charges to the Promoter/Developer or agency appointed by the Promoter/Developer to carry out maintenance till the Co-operative Society is formed.

7.5 Promoter/Developer shall deposit maintenance amount in designated account which is to be opened for carrying out the maintenance of each building or buildings to be constructed on

Promoter/Developer's land. It is specifically agreed that Promoter/ Developer shall have a right to use the maintenance charges/deposit as per the requirement and shall hand over the balance amount to the society/Condominium of the Flat/Unit purchasers /Allotees'.

- 7.6** Purchaser shall pay property tax and other taxes and levies, electricity bills, water charges, upon the said flat regularly and Promoter/Developer shall not be liable to pay any taxes from the date of possession as mentioned herein.
- 7.7** The Promoter/Developer shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold Flat/Unit towards the other outgoings in respect of the unsold Flat/Unit.
- 7.8** Purchasers/Allotees' shall even if possession of the said Flat/Unit, is not taken for whatsoever reasons be liable to pay the maintenance charges from the date of completion or his application for the said unit whichever comes first.
- 7.9** The Promoter/Developer reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon time to time increasing structure of maintenance expenses and the purchasers /Allotees' have also agreed upon the same.
- 7.10** The amount so paid by the Purchasers/Allotees' to the Promoter/Developer shall not carry any interest and remain with the Promoter/Developer until a conveyance is executed in favour of the society as aforesaid. On formation of the society or condominium as per provisions of Maharashtra Apartment Ownership Act, aforesaid deposits, (less deductions provided for under this Agreement) shall be paid over / transferred by the Promoter/Developer to the Society as the case may be.
- 7.11** The Purchasers/Allotees' undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 7th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchasers/Allotees' shall be regarded as the default on the part of the Purchasers/Allotees' and shall entitle the Promoter/Developer to terminate this agreement in accordance with the terms and conditions contained herein.
- 7.12** The Purchasers/Allotees' shall pay to the Promoter/Developer a sum as demanded by the Promoter/Developer for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter/Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 7.13** The Purchaser has understood entire scheme of maintenance in detail. The Purchaser has admitted and agreed to the same so that maintenance of entire building and project is not hampered due to lack of or non payment of maintenance charges by Purchasers/Allotees'.
- 7.14** The Promoter/Developer shall be entitled to entrust the management and control of the said project thereon to an Ad-Hoc Committee of the Flat/Unit Purchasers/Allotees' for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchasers/Allotees' of Flat/Unit in the said project towards payment of outgoing and expenses referred to herein. In such event, the promoter shall not be under any obligation or liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Land thereon and liabilities in that behalf shall be that of that of the Ad hoc Committee of the Flat/Unit Purchasers/Allotees'. In the event of the management being entrusted as provided hereinabove, the right to be granted to the Ad-hoc Committee shall extend only to manage the said project and the common areas thereof etc. and pay the outgoings. The entrustment of

the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement.

8] FORMATION OF THE SOCIETY /CONDOMINIUM/BODY:

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

- i. Promoter/Developer shall have option to submit Promoter/Developer's land and Building constructed upon it to the provisions of Maharashtra Apartment Ownership Act, 1970 or to form Co-operative Society of Flat Purchasers /Allotees'. The Purchaser hereby agrees and confirms that the decision taken by the Promoter/Developer to submit the Said Land and building constructed upon it to the provisions of Maharashtra Apartment Ownership Act, shall be final and binding upon the Purchaser. Purchaser shall also have an option to form a separate society for separate wing, and Purchaser shall not object for the same.
- ii. The Purchasers/Allotees' along with other Purchasers/Allotees' of Flat/Unit in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter/Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filled in, sign and return to the Promoter/Developer within seven days of the same being forwarded by the Promoter/Developer to the Purchasers/Allotees', so as to enable the Promoter/Developer to register the common organization of Purchasers/Allotees'. No objection shall be taken by the Promoter/Developer if any changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- iii. Promoter/Developer shall reserve its right to form separate society for each building and federal society of the buildings constructed upon Promoter/Developer's land.
- iv. The Promoter/Developer shall become member of the Co-operative Society, which will be formed by the Promoter/Developer of the flat purchasers /Allotees' of the building constructed upon Promoter/Developer's land. If the Promoter/Developer transfer, assign and dispose off the said open spaces un-allotted covered or open car parking, terrace, parapet walls, or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchasers/Allotees' thereof shall be admitted as member/s the Co-operative Society. The other Purchasers/Allotees' will have no right to raise any objection to admit such assignee or transferee or Purchasers/Allotees' or Purchasers/Allotees' as member of Co-operative society.

9] CONVEYANCE:

- 9.1 Promoter/Developer hereby agrees that Deed of conveyance/Deed of Declaration/ Deed of Flat will be executed by the Promoter/Developer in favour of Association of Flat/Unit Purchasers /Allotees' /Society within 24 months from date of receipt of issue of completion certificate of last building/s/Tower/s or unit/s to be constructed upon Lands. Promoter/Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:
- i) Non-availability of steel, cement, other building material, water or electric supply and labour.
 - ii) War, natural calamity, riots, earthquake, floods, Civil Commotion or any act of God.
 - iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree/Stay or injunction order from any Court.
 - iv) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.

- v) Delay in grant of any NOC/permission/licence connection/installation of any services such as lifts, electricity, drainage, water connections and meters to the Project / building / Flat/Unit, road NOC or any other NOC or getting any requisite Certificate from Pune Municipal Corporation.
- vi) Delay or default by the Purchasers/Allotees' or other Purchasers/Allotees' in payment of their respective amount of their dues and any instalment under these presents (without prejudice to the right of the Promoter/Developer to terminate this agreement under clause mentioned hereinabove).
- vii) Strike of supplier/labour/transporter.

9.2 Flat Purchaser hereby agrees that Promoter/Developer has option to form separate societies of separate buildings and also have option to execute separate conveyance for each building and proportionate undivided share in common areas. If the Promoter/Developer decides to execute separate conveyance for separate buildings, then in that case Promoter/Developer has right to utilize FSI and Transferable Development rights available against the Promoter/Developer's land, anywhere on the project land and in case of such conveyance separate clause will be incorporated in the deed of conveyance disclosing use of FSI for the respective portion of land. If in case there is disproportionate distribution of FSI, Purchaser has no right to object for the same. If in case before completion of the project Promoter/Developer decides to execute the separate conveyance for the building in which the said Flat/Unit is located, then in that case the Association of Flat/Unit purchasers /Allotees' / society of the Flat/Unit purchasers / Flat/Unit purchasers shall give power of attorney to the Promoter/Developer to revise the building plans and to sign any necessary application, to submit affidavit, undertaking and indemnity bond. It is specifically brought to the notice of the purchaser that purchaser has no right to ask subdivision of the respective land as layout of the project lands is one.

9.4 If the Promoter/Developer decides to execute separate conveyance for each building, then in that case conveyance will be executed only for the building i.e Structure. The Conveyance of the land will be executed in favour of Apex Body of the separate societies or in favour of societies as per the convenience of the Promoter/Developer.

9.5 Promoter/Developer has option to execute separate conveyance for separate building along with the land beneath the building. In such event conveyance of the land shall be only for proportionate undivided share in the Promoter/Developer's land and FSI used for the respective building. In no circumstances Flat/Unit purchaser has no right to ask partition of the subject land as layout of project land is one.

9.6 It is specifically agreed between the parties that at the time of final conveyance there may be less area of the Promoter/Developer's land, than the area of the Promoter/Developer's land which is mentioned herein and shown in the layout then in that case the purchaser and the society /association of Flat/Unit purchases shall not have any right to challenge the area mentioned of the Promoter/Developer's land.

9.7 It is specifically agreed and declared that the deed of conveyance of the building and land beneath it in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

- i) A covenant by Purchasers/Allotees' to indemnify and keep indemnified the Promoter/Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii) A declaration that the Promoter/Developer shall have unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Promoter/Developer's land (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.

- iii) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- iv) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter/Developer for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flat/Unit/ tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter/Developer.
- v) That the Purchaser and ultimate body of Flat/Unit purchasers /Allotees' shall not have any right of sub-division portion of the project lands.
- vi) Declaration relating to use of FSI and TDR upon the project lands and the restrictions of the flat purchasers /Allotees' to claim FSI.

9.8 The Advocates for the Promoter/Developer shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above.

9.9 Promoter/Developer hereby reserve its rights to construct any prayer hall / temple in the open space as per the permission given by Pune Municipal Corporation and the purchaser shall not have right to raise objections.

10] REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

The Promoter/Developer hereby represents and warrants to the Purchasers/Allotees' as follows:

- i) The Promoter/Developer has clear and marketable title with respect to the Promoter/Developer's land; as declared in the title opinion and has the requisite rights to carry out development upon the Promoter/Developer's land and also has actual, physical and legal possession of Promoter/Developer's land for the implementation of the Project;
- ii) The Promoter/Developer 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.
- iii) There are no encumbrances upon the Promoter/Developer's land or the Project except those disclosed in the title report;
- iv) There are no litigations pending before any Court of Law with respect to the Promoter/Developer's land or Project.
- v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project lands 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 lands and said building/wing shall be obtained by following due process of law and the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project lands, Building/Wing and common areas;
- vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchasers/Allotees' created herein, may prejudicially be affected:
- vii) The Promoter/Developer 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 lands, including the said Flat/Unit which will, in any manner, affect the rights of Purchasers/Allotees' under this Agreement;

- viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Flat/Unit to the Purchasers/Allotees' in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the association of Purchasers/Allotees' the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of respective area.
- x) The Promoter/Developer has duly paid and shall continue 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 Promoter/Developer's land to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification has been received or served upon the Promoter/Developer in respect of the project lands except those disclosed in the title report.
- xii) The Promoter/Developer has taken all the required permission from Environment Clearance Department such as EC / Consent to Establish / OWC etc. before commencement of the said project and after completion of the said project it is the responsibility of the Purchaser(s)/ Allottee(s) and proposed society to abide by the rules, regulations and conditions of the said of the same.

11] OBLIGATIONS OF THE PURCHASER:

- 11.1 It is specifically agreed that, if Purchaser wants to carryout extra work or additions in the said Flat/Unit, Promoter/Developer will carry out the extra work as per the requirement of Purchaser at the cost of Purchaser.
- 11.2 The Purchasers/Allotees' shall use the Flat/Unit or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He / She / They shall use the parking space only for the purpose of keeping or parking the Purchaser's light vehicles. The Promoter/Developer has not taken any consideration for such selection of parking space. It is specifically agreed by the Purchaser herein that the above work is being done by the Promoter/Developer ex-gratia on the request of the purchasers /Allotees'. The purchaser shall not enclose the said parking and shall not use the same for any other purpose.
- 11.3 Provided further that the Purchasers/Allotees' shall not carry out any alterations of whatsoever nature in the said flat or in the fittings therein, in particular it is hereby agreed that the Purchasers/Allotees' shall not make any alterations in any of the RCC structure, fittings, pipes, water supply connections or any of the erection in the bathroom, kitchen, toilet, WC, terrace, electrical fittings and provision made for fixing air conditioner Flat/Unit etc. If any of the works are carried out or any heavy load is stored in the said flat, balcony, terrace etc any liability including the defect liability automatically shall become void & the Purchaser alone shall be responsible for it. Further the Purchaser will be liable for paying damages, if due to the Purchasers /Allotees' or any other Purchasers /Allotees' act or negligence, the Purchasers /Allotees' flat is damaged, the repairs shall be carried out by the party responsible for such an act and the Promoter/Developer shall not be liable for the same. The RCC above the parking level is designed to take a residential use load only and the Residential Flat/Unit Purchaser indemnifies to use it only for normal residential purpose. In case of landscape flat the flat purchaser shall not construct any additional structure or enclose the same.
- 11.4 The Purchaser hereby agrees not to make any demand to change the existing plans, elevations and promises that he will not combine any two or more flats whatsoever reason even after possession. Purchaser shall not demand any changes in the plan of the flats annexed herewith. Promoter/Developer shall not refund any amount for deleting any item of specifications and amenities on request of the purchaser.

- 11.5 The Purchasers/Allotees' along with other purchasers /Allotees' of Flat/Unit in the building shall join in forming and registering the Society to be formed and registered by the Promoter/Developer as per their own convenience, and in their absolute discretion, and shall file from time to time and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter /Developer within time limit prescribed. No objection shall be taken by the Purchasers/Allotees' if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, unless it is required by the Registrar or any other Competent Authority. The Purchasers/Allotees' shall do all acts, deeds and things that are necessary for getting the conveyance of the respective portion of land executed and the Society, formed and registered.
- 11.6 Upon formation of such Society shall be liable besides the Purchaser and other purchasers/Allotees' of different Flat/Unit, for any lien or claim or demand which the Promoter/Developer may have in respect of the said Flat/Unit hereby agreed to be purchased and other Flat/Unit in the said building. The Purchasers/Allotees' hereby agree/s and binds himself / herself / themselves to do and execute all acts, matters, things, deeds and documents which the Promoter/Developer may require to be executed to enforce the obligations envisaged in this clause the Society. The failure on the part of the Purchasers/Allotees' to observe and perform obligation under this clause when called upon to do so by the Promoter/Developer shall entitle the Promoter /Developer to rescind this Agreement.
- 11.7 The Purchasers/Allotees' is/are aware that the building plans are sanctioned by Pune Municipal Corporation and as such FSI that may be consumed while constructing the said building on the portion of Promoter/Developer's land may be more or less than the area of the said portion and may not be in proportion to the FSI consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open parking space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter/Developer cannot sub-divide the Promoter/Developer's land and project lands. The Purchasers/Allotees' shall not insist upon nor shall the Promoter/Developer be liable and/or responsible to obtain sub-division in respect of the said portion and Promoter/Developer's land.
- 11.8 The Purchasers/Allotees' is/are aware of the fact that the Promoter/Developer has undertaken the work of development of the Promoter/Developer's land, and as such, the Promoter/Developer are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchasers/Allotees' shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use. If in case Pune Municipal Corporation fails to supply water or fails to supply adequate water then in that case Promoter/Developer is entitled to supply the water through tankers and purchaser shall pay charges of water purchased through tankers and Promoter/Developer is entitled to recover such water charges from common maintenance amount collected from Flat/Unit purchasers/Allotees'.
- 11.9 The Purchasers/Allotees' is/are hereby prohibited from raising any objection in the matter of allotment or sale of Flat/Unit etc. in the Promoter/Developer's land on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 11.10. The Purchasers/Allotees', himself/herself/themselves with intention to bring all persons into whosoever hands the Flat/Unit may come, doth hereby covenant with the Promoter/Developer

as follows for the said Flat/Unit and also for the building in which the said Flat/Unit is situated :-

- I. To maintain the Flat/Unit at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Flat/Unit is taken and shall not do or suffer to be done anything in or to the building in which the Flat/Unit is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat/Unit is situated and the Flat/Unit itself or any part thereof.
- II. Not to store in the Flat/Unit / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat/Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat/Unit is situated, including entrances of building in which the said Flat/Unit is situated and in case any damage is caused to the building in which the Flat/Unit is situated or the Flat/Unit on account of negligence or default of the Purchasers/Allotees' in this behalf, the Purchasers/Allotees' shall be liable for the consequences of the breach.
- III. To carry at his/her/their own costs all the internal repairs to the said Flat/Unit and maintain the Flat/Unit in the same condition, state and order in which it was delivered by the Promoter/Developer to the Purchasers/Allotees' and shall not do or cause to be done anything in or to the building in which the said Flat/Unit is situated or the said Flat/Unit which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchasers/Allotees' committing any act in contravention of the above provisions, the Purchasers/Allotees' shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- IV. Not to demolish or cause to be demolished the said Flat/Unit or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat/Unit is situated and shall keep the portion, sewers, drains, pipes in the Flat/Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Unit is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat/Unit without the prior written permission of the Promoter/Developer and/or the Society as the case may be.
- V. The purchaser shall be liable to pay additional amount for extra work as per the purchasers request to the Promoter/Developer and if the purchaser makes the default in payment, he /she be liable to compensate by paying interest as demanded by the Promoter/Developer on the default payment.
- VI. Top terrace will be commonly used, and same shall be treated as common area unless otherwise it will allotted by the Promoter/Developer.
- VII. Not to do or permit to be done any act or thing which render void or voidable any insurance of the building along with land beneath the building in which the said Flat/Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance
- VIII. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Unit in the compound or any portion of the Promoter/Developer's land and the building in which the said Flat/Unit is situated.
- IX. Flat/Unit purchaser shall not dry clothes, fix antennae's, air conditioner, solar panels in the adjoining terrace and shall not do any act which will damage the elevation The

Purchasers/Allotees' will not hamper the beauty of the elevation by any means including any additional civil work, or breaking of any external walls, installing covers to terraces etc. having exposed wiring, cables etc. That the Purchaser shall install Air Conditioners, dish antennae's, solar panels only at the designated place for the same and shall not install the same at any other place.

- X. Pay to the Promoter/Developer within seven days of demand by the Promoter/Developer, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Flat/Unit is situated.
- XI. To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat/Unit by the Purchasers/Allotees' viz. user for any purposes other than for the permitted purpose.
- XII. The Purchasers/Allotees' shall not let, sub-let, transfer, assign or part with Purchasers/Allotees' interest or benefit factor of this Agreement or part with the possession of the said Flat/Unit until all the dues payable by the Purchasers/Allotees' to the Promoter/Developer under this Agreement are fully paid up and only if the Purchasers/Allotees' had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchasers/Allotees' has/have intimated in writing to the Promoter/Developer and obtaining prior written permission from the Promoter/Developer for the same.
- XIII. The Purchaser shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Flat/unit, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- XIV. The Purchasers/Allotees' shall observe and perform all the rules and regulations and bye-laws which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/Unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchasers/Allotees' shall also observe and perform all the stipulations and conditions lay down by the Society regarding the occupation and use of the said Flat/Unit in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- XV. Flat/Unit purchaser shall take all the precautions while using swimming pool, club house, gymnasium, attached terrace and other common amenities so that there shall not be any accidents. The Promoter/Developer shall not be liable for any accident arising out of act or omission of the Flat/Unit purchaser or anybody using such amenities through purchaser. Purchaser shall follow all the rules and regulations defined for such common amenities from time to time.
- XVI. Till a conveyance of building in which the said Flat/Unit is situated and deed of conveyance of the Promoter/Developer's land and buildings constructed upon it is executed, the Purchasers/Allotees' shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project lands and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter/Developer shall have such right to enter into and upon the said

land/building/Flat/Unit even after the Purchasers/Allotees' is/are put into possession of the said Flat/Unit, during the statutory defect liability period.

- XVII. If after delivery of possession of the said Flat/Unit, the Promoter/Developer or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Purchaser herein shall permit the Promoter/Developer or Association as the case may be to carry out such repairs without delay and shall give required help thereof. If such leakage is due to alterations made by the Purchaser or due to negligence of the Purchaser then the Purchaser shall be liable to carry out the said repairs and pay cost thereof.
- XVIII. The purchaser shall observe and perform all the rules and regulations which the Promoter/Developer may suggest and the association of Flat owners will adopt at its inception and the additions, alterations or amendments thereof may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and/or Govt. and other Public Bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Flat Owners the occupation and use of the flat in the building and shall pay the contribution regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms in this Agreement. Not to obstruct the development work for any reason and in any way.
- XIX. In the event of the Promoter/Developer carrying out any work of additions and/or alterations as per instructions of the Purchaser to keep the Promoter/Developer harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter/Developer shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Purchaser at his own costs and risk.
- XX. If the Purchaser shall desire to fit grill/s to the windows, then he/she shall do so at his/her own costs only as per permission and the designs and specifications approved by the Promoter/Developer. The Purchaser shall not fit any coverings, Awnings, grills or enclose the car parking space or terraces and Balconies allotted for his/her exclusive use. The installation of any grills or any doors shall only be as per the form prescribed and Promoter/Developer's Architect.
- XXI. If the Flat/Unit allotted is a non-residential Flat/Unit then the Purchaser shall use the same only for agreed purpose and shall not change the use without prior written permission of the Promoter/Developer or Association as the case may be.
- XXII. It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown in the pamphlets, brochures, literature, films, hoardings, websites and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter/Developer to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same.
- XXIII. The Promoter/Developer has right to change the brands/make of any amenities which will be provided as per this agreement as per the availability of the aforesaid material and shall have right to use other material equivalent to the said material. The Promoter/Developer shall not be responsible for any warrantee & guarantee of any products, other than the same which is specifically provided by the respective company/ manufacturer of the products which are used in constructing the building and also for providing the amenities as agreed herein.
- 11.11 The Promoter/Developer may allow display of advertisements and/or hoarding sites/ neon signs, or may allow erection of antenna or towers for cable/satellite television, wireless, and paging on the building and derive appropriate income there from in their own rights. The Promoter/Developer shall be entitled to erect hoardings on the project lands and/or said

building and to sell or let/lease the same and to receive income thereof and the building along with the land beneath the building will be conveyed subject to the said right of the Promoter/Developer.

- 11.12 Purchasers/Allotees' shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchasers/Allotees' for any structure, erection for building for the time being erected and standing therein from and over the neighbouring premises of the Promoter/Developer is enjoyed under the express consent of the Promoter/Developer.
- 11.13 The Purchasers/Allotees' shall not be entitled to at any time demand partition of his interest in the respective portion of lands and the building or buildings to be constructed thereon is impartible and it is agreed that the Promoter/Developer shall not be liable to execute any deed or any other document in respect of the said Flat/Unit in favour of the Purchasers/Allotees'.
- 11.14 The Promoter/Developer alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for setback /reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society.
- 11.15 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter/Developer and Consenting Party No.1 shall be constructing buildings on the project lands in phases and the Purchasers/Allotees' herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner.
- 11.16 The Purchaser covenants and undertakes that in the events he/she/ they have acquired right and interest in open space/terrace/garden they shall be duty bound and under obligation to permit the Promoter/Developer and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/ terrace.
- 11.17 The Purchasers/Allotees' hereby irrevocably consents and authorizes the Promoter/Developer to represent him/her/them in all matters regarding project land ,tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter/Developer in this regard shall be binding on the Purchasers/Allotees'. Promoter/Developer may till the execution of the Final Conveyance Deed represent the Purchasers/Allotees'o and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Corporation, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.E.D.C.L., etc. on behalf of the Purchasers/Allotees' and whatever acts so done by the Promoter/Developer on behalf of the Purchasers/Allotees' shall stand ratified and confirmed by the Purchasers/Allotees'. In case that the Service Tax or any other Taxes or levies if made applicable by the Government, State Govt. Central Govt. Or local bodies in the future by giving prospective or retrospective effect, even after handing over possession of the said Flat/Unit to the purchaser ,then the Purchaser shall pay the same forthwith and shall indemnify the Promoter/Developer against any liability and agrees to pay such Taxes as per timeline set by the taxation authority.
- 11.18 The Purchasers/Allotees' hereby authorises and allows the Promoter/Developer to represent him/her/ them for changing the position of Roads, Open spaces, Parking lots, other common amenities, Staircases, Lobbies, Underground/Over ground water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the Municipal requirement and the Purchasers/Allotees' will not take any objection for the same.

- 11.19 That it shall be the responsibility of the purchaser to maintain his Flat/Unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Flat are regularly filled with white cement /epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter /Developer to the purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Building/Phase/Wing, and if the annual maintenance contracts are not done/renewed by Purchasers/Allotees' the Promoter/Developer shall not be responsible for any defects occurring due to the same.
- 11.20 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Flat/Unit and the common project amenities wherever applicable.
- 11.21 That the Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Building/Phase/Wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Provided further that any deviation in usage/maintenance of the said Flat/Unit in contravention to User Manual shall amount to default on part of the allottee towards proper maintenance of the building/Phase/Wing and the Purchaser shall not be entitled to claim any compensation against defect liability from the Promoter/Developer. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Phase /Wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Purchasers/Allotees' shall permit the Promoter/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof. Howsoever for the purpose of defect liability on towards the Promoter/Developer, the date shall be calculated from the date of handing over possession to the Purchasers/Allotees' forfeit-outs and interior works or within 15 days from the date of intimation of possession of the said Flat/Unit by the Promoter/Developer whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said building / phase / wing as stated in this Agreement.
- 11.22 The Purchasers/Allotees' has been expressly made aware by the Promoter/Developer of the fact that the Promoter/Developer has made and will be required to make a substantial investment in the said building as part of the said whole project and for due completion thereof and that relying, inter-alia, on the assumption that the Purchasers/Allotees' herein and the other purchasers/Allotees' of Flat/Unit in the said building will make payment of the installments towards the balance purchase price of their respective Flat/Unit at the times stipulated for payment therefore, the Promoter/Developer have undertaken statutory and contractual liabilities towards the Purchasers/Allotees' herein and the purchasers /Allotees' of other Flat/Unit in the said building. The Purchasers/Allotees' has been fully made aware of the fact that if the Purchasers/Allotees' herein seek to rescind the proposed purchase of the said Flat/Unit (except on account of any delay on the part of the Promoter in completing the said Building and the said Flat/Unit), such recession shall adversely affect the said building being implemented by the Promoter/Developer. Keeping the above facts and circumstances in mind, it has been agreed by and between the Promoter/Developer and the Purchasers/Allotees' that in the event of the Purchasers/Allotees' not being desirous of purchasing the said Flat/Unit and, as

a consequence, the Purchasers/Allotees' seeking to rescind these presents, the Promoter/Developer shall be obliged to refund without interest the amounts paid by the Purchasers/Allotees' to the Promoter/Developer under the terms hereof after deducting therefrom a sum equivalent to 10 (Ten) percent of the agreed lump sum price / consideration of the said Flat/Unit which shall stand forfeited. Further, the Promoter/Developer shall be liable to make such refund only after the Purchasers/Allotees' have executed and registered a Deed of Cancellation in respect of the said Flat/Unit. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter/Developer and the Promoter/Developer shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchasers/Allotees' shall only have a money claim on the Promoter/Developer to the extent of the amount to be refunded by Promoter/Developer to the Purchasers/Allotees'.

11.23 The Purchasers/Allotees' shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system/equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc. The Purchasers/Allotees' hereby gives his/her/their consent and no objection to the Promoter/Developer and/or the ultimate organization of tenement purchasers /Allotees' or the maintenance company to operate, upgrade, maintain and run the above mentioned equipment's, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Purchaser(s) agrees to contribute to costs involved in these processes on prorated basis or as decided by the ultimate organization. The purchaser(s) will not hold the promoters accountable for any penalty or action taken by any authority for failure on the part of Purchaser(s) or the ultimate organization, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment's/devices and processes.

12] OTHER COVENANTS:

12.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Unit or of the Promoter/Developer's land or its part and Building or any part thereof unless proper conveyance of ownership of buildings constructed upon it is executed by the Vendor in favour of Association/society/company of the Flat/Unit purchasers /Allotees'. The Purchasers/Allotees' shall have no claim save and except in respect of the said Flat/ Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Promoter/Developer until the until the same is conveyed and Building/s is/are transferred and conveyed to the Society as hereinbefore mentioned.

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

12.3 The Promoter/Developer shall have a first charge and lien on the said Flat/Unit in respect of any amount payable by the Purchasers/Allotees' under the terms and conditions of this Agreement.

- 12.4 It is hereby made clear that furniture lay-out, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns etc. shown on the pamphlet brochures, SHOW FLAT, literature, film, hoardings, web site & other promotional medias are shown only for advertisement and the same are not agreed to be provided by the Promoter/Developer unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter/Developer. Hence It is specifically understood that the brochure's, advertisements published by Promoter/Developer from time to time in respect of the project is just an advertisement material and contains various features such as furniture layout in the tenement, vegetation and plantations shown around the building/schemes, vehicles etc to increase the aesthetic value only and are not facts. These features/amenities are not agreed to be developed/provided unless specifically mentioned and agreed in this agreement. Also Promoter/Developer has sole discretion to alter and cancel the amenities provided in the brochure/sample Flat/Unit without assigning any reason therefore. In case of any delay in providing any of the common amenities mentioned herein due to unforeseen difficulties the Purchasers/Allotees' undertakes, not to raise any objection and claim compensation, damages etc. for such delay. Also any oral dialogue with any representative of the Promoter/Developer, as to any fact, shall not be considered as legal offering/commitment. This agreement supersedes all other offers and this point is clearly and expressly understood and agreed by the Purchasers/Allotees'.
- 12.5 The Promoter/Developer shall be entitled to create encumbrance over the Promoter/Developer's land or lease, allot, give on licence any portion of the said land to any Government / Semi Government Authorities / Local Authority / M.S.D.C., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchasers/Allotees' shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.
- 12.6 The Promoter/Developer has not undertaken any responsibility nor have they agreed anything with the Purchasers/Allotees' orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter/Developer other than the terms and conditions expressly provided under this Agreement.
- 12.7 The Purchasers/Allotees' herein admits and agrees to always admit that, after delivery of possession of the said Flat/Unit by the Promoter/Developer to the Purchaser herein, it will always be presumed that, the Promoter/Developer had discharged and performed all his obligations, except formation of proposed society and conveyance, as stated hereto before, in favour of such society in which the Purchasers/Allotees' herein will be member in respect of the said Flat/Unit, under this agreement and as well as under the provisions of The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963. The final Conveyance Deed or Deed of Declaration will be executed in favour of such society from the date of receipt of full and final completion / occupation certificate from Pune Municipal Corporation Pune for all the buildings/wings, which are under construction on the said project land as the case may be, at the discretion of the Promoter/Developer herein. The Purchasers/Allotees' herein does not /will not have any claim or grievance of whatsoever nature against the Promoter/Developer in this regard.
- 12.8 On completion of the construction of the Said Flat/Unit and obtaining occupancy certificate of the Said Flat/Unit from the concerned authorities, all the risk relating to or touching to or in respect of the Said Flat/Unit shall exclusively be of the Purchaser.
- 12.9 In case of any dispute between the Promoter/Developer and the Purchaser regarding any of the terms of this Agreement (excluding those mentioned in tax clause hereinabove) then such dispute shall be referred to the arbitration of a single arbitrator to be appointed by

the Promoter/Developer preferably Architect of the project whose decision shall be final and binding on both the parties.

12.10 Covered/Open Scooter and Car Parks and basement (if any) are common areas and each car/scooter park will be allotted to specific Flat/Unit purchaser by the Promoter/Developer for the convenience of the flat purchaser as per his choice and discretion. Promoter/Developer has not taken any consideration for using the discretion to allow Flat/Unit purchaser to use specific parking area. Such allotment will be done by the Promoter/Developer only with the intentions for convenience of the Flat/Unit purchasers/Allotees' and there should not be any conflict between the Flat/Unit purchasers/Allotees' after formation of the Society/Association of the Flat/Unit purchasers/Allotees'. The parking areas shall be used by respective purchasers/Allotees' only for exclusive use of parking. The respective purchaser shall use the covered / open parking space (if allotted for exclusive use) only for the purpose for keeping or parking the purchaser's own light vehicle and in manner not inconvenient to other Flat/Unit holders and shall not enclosed the same at any time for whatsoever reason. The Promoter/Developer shall not responsible for the consequences arising out of any unauthorized use/enclosure of the parking areas. If in future any dispute arises between the Flat/Unit purchasers regarding the use of parking by the Flat/Unit purchaser exclusively, then in that case, Promoter/Developer shall not be held responsible for such dispute and Flat purchaser shall get the said dispute resolved with the Society/ Association of Flat/Unit purchasers/Allotees'. The Promoter/Developer has agreed to provide stackable parking to the Flat/Unit purchasers /Allotees'. The Flat/Unit purchaser of the stackable parking will be required to pay extra maintenance charges.

12.12 It is hereby made clear that the Promoter/Developer shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Flat/Unit Purchasers/Allotees' herein or the organization in which he will become a member shall not be entitled to object the said use by the Promoter/Developer or its nominee/s or assignee/s and the Flat/Unit or the and portion of the Promoter/Developer's land shall be conveyed subject to the said right of the Promoter/Developer and this term is the essence of this agreement.

12.13 The Promoter/Developer hereby makes aware purchaser that there may be insufficient water supply by PMC and Promoter/Developer has given undertaking to PMC regarding water supply. As the Promoter/Developer will be applying to the concerned authorities for giving separate water connections for the building/s and electricity meters and connections for the Flat/Unit of the Purchaser if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter/Developer may provide electrical connections/water supply at the cost of the purchaser through any other temporary arrangement due to which if there is improper/insufficient/irregular supply of water/electricity, the Promoter/Developer shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. Until receipt of this amount from the purchaser, the Promoter/Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoings/maintenance charges for which the Purchaser hereby gives his/her consents. The Promoter/Developer is entitled to demand charges for such temporarily arrangement in advance, for 12 months, before giving possession of the said Flat/Unit.

12.14 It is also understood and agreed by and between the parties hereto that the terrace space above the said building, if constructed by the Promoter/Developer at their discretion shall not be a common area but shall belong exclusively to the Promoter/Developer. The Promoter/Developer or his assignees shall have a right to construct Flat/Unit, etc. on the said top terrace towards FSI of road widening area, FSI of internal roads, TDR or any other FSI.

- 12.15 The Purchasers/Allotees' hereby expressly acknowledge and admit that some of the Flat/Unit in the said Project may not be sold at the time even after completion of construction or issuance of completion /occupation certificate by Planning Authority in which case the Promoter/Developer shall have the privilege and right to sell/allot such Flat/Unit to any person/s as per its discretion any time in future. The Purchasers/Allotees' shall always extend requisite co-operation to the Promoter/Developer for giving membership of the condominium to such a new Purchasers/Allotees' and such membership will be given by accepting only membership fee and no other consideration. Since the Promoter/Developer is holding those unsold Flat/Unit with the intention to sell out the same to intending Purchasers/Allotees', the Promoter/Developer shall not be liable to pay any maintenance charges of unsold Flat/Unit to the condominium, and it is only the new Purchasers/Allotees' of the unsold Flat/Unit who shall be liable to pay the maintenance charges after purchase of their respective Flat/Unit. The Purchasers/Allotees' has/have agreed to such an arrangement and he/she/ they shall scrupulously follow the same forever. This condition shall also be binding on Purchasers/Allotees' and the condominium to be formed as envisaged herein.
- 12.16 The Covered/closed/stack/Mechanized parking space, if any, below the podium level, adjoining the present building and /or otherwise in the whole project are meant for the parking and the exclusive right of user of such Covered/closed/stack/Mechanized parking spaces will be available for allotment from the Promoter/Developer to any of the Flat/Unit purchasers/Allotees' in any building in any of the building forming part of the said whole project.

14] NAME OF THE PROJECT:

The name of the Project will be **"27 Grand Residences"** The Purchaser's Co-operative Society as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoter/Developer at any time. The Purchasers/Allotees' shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter/Developer construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter/Developer. If the Purchasers/Allotees' or any other Purchasers/Allotees' of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter/Developer and in such places or in such manner as may be directed by the Promoter/Developer.

15] BINDING EFFECT:-

Forwarding this Agreement to the Purchasers/Allotees' by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Purchasers/Allotees' until, firstly, the Purchasers/Allotees' signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchasers/Allotees' and secondly, appears for registration of the before the concerned Sub-Registrar as and when intimated by the Promoter/Developer. If the Purchasers/Allotees' fails to execute and deliver to the Promoter/Developer this Agreement within 30 (thirty) days from the dated of its receipt by the Purchasers/Allotees' and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Purchasers/Allotees' for rectifying the default, which if not rectified within 15(Fifteen) days from the date of its receipt by the Purchasers/Allotees', application of the Purchasers/Allotees' shall be treated as cancelled and all sums deposited by the Purchasers/Allotees' in connection therewith including the booking amount shall be returned to the Purchasers/Allotees' without any interest or compensation whatsoever. The Flat/Unit Purchaser declares that he/she/they has/have read this agreement and fully understood it and agreed to the contents of this agreement and assured that he/she/they shall abide by all the terms and conditions of this agreement and only thereupon this written agreement has been executed.

16] ENTIRE AGREEMENT

The Agreement, along with its schedules, 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 Flat/Unit as the case may be.

17] RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

18] PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASERS/ALLOTEES', SUBSEQUENT PURCHASERS/ALLOTEES'

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

19] SEVERABILITY

In any provision of the Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under 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 the Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

20] WAIVER NOT A LIMITATION TO ENFORCE

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

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

21] METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchasers/Allotees' has to make any payment, in common with other Purchasers/Allotees' in Project, the same shall be the proportion which the carpet area of the Flat/Unit / Flat bears to the total carpet area of the Flat/Unit in the Project.

22] FURTHER ASSURANCES

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

23] PLACE OF EXECUTION

The execution of the Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office. After the Agreement is duly executed by the Purchasers/Allotees' and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar as mutually agreed by the parties herein.

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

24] That all notice to be served on the Purchasers/Allotees' and Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers/Allotees' or the Promoter/Developer by Registered Post A.D or notified Email ID and their respective addresses mentioned above. It shall be the duty of the Purchasers/Allotees' and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Purchasers/Allotees', as the case may be.

25] JOINT PURCHASERS/ALLOTEES'

That in case there are Joint Purchasers/Allotees' all communications shall be by the Promoter/Developer to the Purchasers/Allotees' whose name appears first and at the address give by his/her which shall for all intents and purposes to consider and purposes to consider as properly served on all the Purchasers/Allotees'.

26] GOVERNING LAW

That the right and obligation 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 i.e. The Real Estate [Regulation & Development] Act, 2016, Maharashtra Ownership Flats (Regulations of the Promotion of Construction Sale, Management and Transfer) Act, 1963 & Maharashtra Apartment Ownership Act 1970 and rules amendments made there under from time to time and the Pune courts will have the jurisdiction for this Agreement.

27] STAMP DUTY & REGISTRATION:

27.1 The original of this agreement shall be given to the Purchaser. The Purchaser shall present this agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of these present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser the Promoter/Developer will attend such office and admit execution thereof. The Promoter/Developer shall not be responsible if the Purchaser fails to register the agreement as mentioned above.

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

27.4 In case of the cancellation of this agreement, The Promoter/Developer reserves the right to apply for the refund of the stamp duty paid on this agreement. The Allottee/Purchaser has No Objection and hereby gives his/her/their consent for the same. The Allottee/Purchaser will not have any right to claim the stamp duty paid on this agreement.

All that piece and parcel of area admeasuring about 6,700 sq.mtrs having land bearing **S. No. 27/1/2/3 (Old S. No. 27/1/2) out of total area** admeasuring 02 H 07R situated at village Balewadi, Taluka Haveli District Pune and within the limits of Pune Municipal Corporation and bounded as under:

East :-
South :-
West :-
North :-

[illegible]

The above flat / unit is situated in the said project known as '27 Grand Residences' and the said Tower / Wing is registered in Maharera by project name '27 Grand Residences'.

- Total Consideration is to be paid to the Promoter/Developer in consent with the other Part for the said Flat/Unit is **Rs. « _____ » / - (Rupees Only)**. The detail of payment is mentioned in the schedule mentioned below herein at Schedule.
- That, out of the Total Consideration mentioned above for the said, the Purchasers/Allotees' has paid an amount of **Rs. «Amt_Received_» / -** as application money to the Promoter/Developer herein.

S.No	Particulars	%	Amount
1	to be paid before the registration of the present Agreement	10%	_____ /-
2	to be paid on or after or at the execution of Agreement	10%	_____ /-
3	On Plinth/Foundation Stage	10%	_____ /-
4	On or before 1st Floor	4%	_____ /-
5	On or before 4th Floor	4%	_____ /-
6	On or before 8th Floor	4%	_____ /-
7	On or before 12th Floor	4%	_____ /-
8	On or before 16th Floor	4%	_____ /-
9	On or before 20th Floor	4%	_____ /-
10	On or before 24th Floor	4%	_____ /-
11	On or before 28th Floor	4%	_____ /-
12	On or before 32nd Floor	3%	_____ /-
13	On or before Commencement of Brickwork and other related works	10%	_____ /-
14	On or before Commencement of Plaster and other related works	10%	_____ /-
15	On or before Commencement of Tilling and other related works	10%	_____ /-
16	At the time of Possession	5%	_____ /-
	Total	100 %	_____ /-

COMMON AREAS AND FACILITIES: -

1. Gymnasium
2. Community Hall
3. Swimming Pool
4. Baby Pool
5. Schindler/ Kone Automatic Elevators
6. 24 hours security and surveillance
7. Grand Entrance lobby
8. Power back up for lifts and common areas.
9. Earthquake resistant building design
10. Individual name plate and letter box.
11. Fire fighting system

SPECIFICATIONS OF THE SAID FLAT/UNIT: -

- 1. Vitrified tile flooring
- 2. Granite kitchen platform with S S sink
- 3. Designer dado for toilets upto Lintel level
- 4. Antiskid tiles flooring for toilets, terrace and balcony
- 5. Grohe / Jaguar or equivalent C P fittings
- 6. American Standard or equivalent sanitary ware
- 7. Concealed electrical wiring and plumbing
- 8. Provision for Invertor back up
- 9. Provision for AC point in bedroom
- 10. Laminated flush doors

ANNEXURE

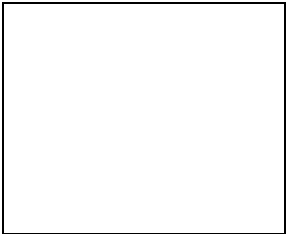
- 1. Copy Title Certificate
- 2. Copy of Commencement Certificate
- 3. Copy of RERA Certificate
- 4. Copy of Floor Plan
- 5. Copy of 7/12 of the Project Land
- 6. Copy of Layout
- 7. Copy of NA Order
- 8. Copy of Index – II of Development Agreements, Sale Deed.
- 9. Copy of Power of Attorney for admission of this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED
By the within named

MAJESTIQUE LUXURY HOMES LLP
Through its designated partner
Akshata Devcon LLP
Through its authorized person
Mr. Aditya Premnath Agarwal

PARTY OF THE FIRST PART
(Promoter / Developer)



1. PRADEEP KUMAR GANPATRAO DHORJE ALIAS KUMAR

2. M/S. K.J. ASSOCIATES

Through its Partner :-

A. MR. VIVEK GOPALRAO JOSHI

B. MR. PRADEEP KUMAR GANPATRAO DHORJE ALIAS KUMAR

Through it Power of Attorney holder

MAJESTIQUE LUXURY HOMES LLP

Through its designated partner

Akshata Devcon LLP

Through its authorized person

Mr. Aditya Premnath Agarwal

PARTY OF THE SECOND PART

1] _____

2] _____

PARTY OF THE THIRD PART

PURCHASERS / ALLOTEES'

In the presence of:

1. Name:

Address:

Signature:

2. Name:

Address:

Signature: