

AGREEMENT TO SELL

This **AGREEMENT TO SELL** executed here at PUNE on this ____ day of _____ month of the year 2017;

Between

[1] **PRAKASH MOHANLAL BAFNA**, [PAN **AAUPB1753D**] aged about 62 years, occ: business, [2] **PRAMOD MOHANLAL BAFNA**, [PAN **AAUPB1754E**], age about 59 years, occ: business, [3] **SANJAY MOHANLAL BAFNA**, [PAN **ABTPB8135H**], aged about 49 years, occ: business, Nos.1 to 3 residing at: Plot No.32, Martketyard, Gultekadi, Pune 411 037 [4] **Mrs. SAVITA SHANKAR GUTAL**, [PAN **AGEPG8263F**], aged about 45, occ: business, residing at: 20/2, Shivkrupa, K P Nagar, Dhankawadi, Pune 411 043, through their duly constituted attorney being the Developer/owner/developer hereinhereinafter collectively referred to as said **"THE VENDOR"**, which expression shall, unless repugnant to the context or meaning thereof shall mean and include their respective legal heirs, successors, executors, administrators and assigns;**PARTY OF THE FIRST PART;**

And

1] _____, **PAN:** [_____], Age about _____ years, Occupation: _____,

2] _____, **PAN:** [_____], Age about: _____ years Occupation: _____, Both Residing at:

_____.hereinafter collectively referred to as the said **"PURCHASER/S/ALLOTEE/S"**, which expression shall, unless repugnant to the context or meaning thereof shall mean and include his/ her / their legal heirs, successors, executors, administrators and assigns;**PARTY OF THE SECOND PART;**

And

M/s. WINDSOR SHELTERS, [PAN **ABCFS 7010 D**], a Partnership firm duly registered under the Indian Partnership Act, having its office at, Survey No.47/30, CTS No.3712, Parvati, Pune : 411 009, (previously known as M/s. SHRISAI DEVELOPERS AND BUILDERS), through its Partner and authorized signatory being

(1) MAHESH TEJRAJ RATHI, [PAN AASPR 4750 L] aged about 46 years, occ: business, residing at, CTS No.1928, Sadashiv Peth, Pune : 411 030, and **(2) SHRINIWAS LAXMAN RASKONDA**, [PAN AAQPR 3270 F] aged about 44 years, occ: business, residing at, S.No.567, Vastu Nagar Society, Bibwewadi, Pune: 411 037hereinafter called as the **"DEVELOPER / OWNER / PROMOTER"**, **(Collectively referred to as Said "DEVELOPER")** which expression shall, unless repugnant to the context or meaning thereof, mean and include all its present and future partners, their respective legal heirs, successors, executors, administrators and assigns of such last survivor;**PARTY OF THE THIRD PART;**

WHEREAS,

- a. All the piece and parcel of land bearing (i) Survey No.39/17B admeasuring area totally admeasuring Hectare 00=25 Are having assessment at Rs. 00.22 Ps., (ii) Survey No. 39/18 total admeasuring Hectare 00=21 Ares, having assessment at Rs. 00.45 Ps. (iii) Survey No.39/18/1 total admeasuring Hectare 00= 21 Ares having assessment at Rs 00.46 Ps. (iv) Survey No.39/19 total admeasuring Hectare 00=24 Ares having assessment at Rs. 00.97, (v) Survey No.39/20 total admeasuring Hectare 00=28 Ares having assessment at Rs. 00.94, (vi) Survey No.39/21 total admeasuring Hectare 00=32 Ares having assessment at Rs. 00.84, (vii) Survey No.39/22 total admeasuring Hectare 00=13 Ares having assessment at Rs. 00.34, (viii) Survey No.39/23 total admeasuring Hectare 00=16 Ares having assessment at Rs. 00.16, (ix) Survey No.39/24 admeasuring Hectare 01=05 Ares having assessment at Rs. 00.94,(x) Survey No.39/25 admeasuring Hectare 00=52 Ares out of total admeasuring Hectare 00=23.35 Are having assessment at Rs. 00.69, totally admeasuring Hector 03=08.35 Ares, (all inclusive of pot kharaba), situated at Village Ambegaon Budruk, Taluka Haveli, District Pune, within the Jurisdiction of Sub Registrar, Haveli, Pune, and within the limits of Municipal Corporation of City of Pune, more particularly described in the SCHEDULE I written hereto at the end, (said **"PROPERTY"**), are owned by the respective owners being the Consenting Party/ Owner herein;
- b. said M/s. Windsor Shelters being the said Developer / Owner / Developer (Collectively referred to as said **"DEVELOPER"**), are entitled to develop, all that piece and parcel of said Property, in all admeasuring about "Hectare 03=08.35 Ares" (i.e. 30,835. sq.mt.), adjacent to each other on the basis of and by virtue of various instruments of Sale deeds / Development agreement as mentioned below :

Name of Vendor / Owners	Survey No, and Hissa No. Area Hector = Ares	Sale deed / Development agreement dated, Registration No. & Haveli
M/s. Windsor Shelters	39/17B, H 00=12.5 Ares	Sale deed dated 07/05/2013, serial No.1800/2013. Haveli No.22
Mr. Mahesh M. Wable Mr. Sourabh C. Kadam	39/17B, H 00=12.5 Ares	Joint Development agreement dated 06-09- 2014 serial no. 6351/2014
Vijaya M. Kadam, Vasantrao A. Rampure, Maya Amit Rampur, Atul V. Rampure, Madhur Atul Rampure, Amit V. Rampure, Mandakini V. Rampur, Sharad D. Kalbhor, Kusum D. Kalbhor	39/18 H 00 = 21 Ares 39/18/1 H 00 = 21 Ares 39/19 H 00 = 24 Ares	Joint Development agreement dated 09.03.2012 serial No.2191/2012 on 09.03.2012. Haveli No.09
M/s. Windsor Shelters	39/20 H 00 = 28 Ares	Sale Deed dated 10.07.2012, serial No. 5925/2012 on 10.07.2012. Haveli No.09
Prakash Mohanlal Bafana, Pramod Mohanlal Bafana, Sanjay Mohanlal Bafana, Mrs. Savita Shankar Gotal, Mohanlal R Bafana,	39/21 H 00 = 32 Ares, 39/22 H 00 = 13 Ares 39/23 H 00 = 16 Ares	Agreement dated 28.06.2012, serial No.5582/2012 on 28.06.2012. Haveli No.09 (which is the subject matter of this Agreement i.e. Phase No.II)
M/s. Windsor Shelters	39/24 H 01 = 05 Ares	1) Sale Deed dated 07.02.2012, serial No. 996/2012 Haveli No. 2 For H 00=54 Ares 2) Sale Deed dated 09.11.2012, serial No. 8900/2012. Haveli No. 2 H00=18 Ares. 3) Sale Deed dated

		05.07.2017 serial No. 4962/2017. Haveli No. 2, H 00=33 Ares.
M/s. Windsor Shelters	39/25 H 00 = 23.35 Ares	Sale Deed dated 13.05.2015, serial No. 3507/2015 on 10.07.2012. Haveli No.02

From the above land the area shown below to be deducted for Amentias, Reservation and D.P. Road of Pune Municipal Corporation.

Sr. No.	Survey and Hissa No. out of Owners Area transfer in favour of PMC	Area For Amenities and Reservation Space in Sq.mtrs	Area for D.P. Road
1	39/18	129.00	-
2	39/18/1	304.00	-
3	39/19	396.00	-
4	39A 20	419.00	-
5	39A 21	392.29	-
6	39/22 - D.P.Road No. 2	-	93.9
7	39/23 - D.P.Road No. 2	-	1300.00
8	39/ 24 - D.P.Road No. 1	-	1306.95 +767.30
9	39/25	2143.25 (For Reservation)	
	Total Area	3783.54	3468.15

Windsor Shelters through its Partners has transferred the area admeasuring **3783.54 sq.mtrs for amenity space** and area admeasuring **3468.15 sq.mtrs for DP Road** in favour of Pune Municipal Corporation by transfer Deed dated 16/01/2017 registered at serial no. 357/2017 at sub registrar haveli no.16 on 18/01/2017.

Whose names also stand duly entered in 7/12 extract of the said Land respectively for the portion of the land purchased thereto and the Owners of their respective portions of the land have been added as the Owners herein (said **"OWNER"**)

- c. The said property was not the subject matter in any proceedings under the Urban Land (Ceiling and Regulations) Act, 1976 and now the said Act has been repealed and therefore there is no impediment of any of the provisions of the said Repealed Act.

- d. the Developer also being the owner herein and are developing said Property in so many phases, i.e Phase No.I would include Property bearing Survey Nos.39/17B, 39/18, 39/18/1, 39/19, 39/20 of total no. of Five (5) buildings bearing nos. A, B,C,D,E and in Phase II would include Property bearing Survey No.39/21, 39/22 & 39/23 of total no. of One (01) building bearing nos. F and in Phase III of S.No. S.no.39/24 and 39/25 (P) of total no. of One (01) building bearing nos. G (red colour lay out copy annexed herewith) and other if any. The Agreement of Unit Purchasers of Phase I, II & III will be made separately and for further phases decide when start. The Developer has further disclosed to the unit purchaser/s that the development of the said property shall be phases wise and the Developers shall have right to change, amend and revised the layout / sanctioned plans without any consent from the unit purchaser/s of either Phase.
- e. the Developer, accordingly, has plans to develop the said Land in various phases by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area thereof so also availing of the additional such FAR/ FSI either by way of Transferable Development Rights (TDRs) and/or floating FAR/ FSI and/or otherwise,
- f. The Developer accordingly commenced the development of the said land and construction of the buildings thereon, in accordance with the said plans and the specifications approved by Municipal Corporation of city of Pune and also having obtained the Commencement certificate No. CC/0595/12 dated 24/05/2012 and revised Commencement certificate No. CC/2855/12 dated 29/12/2012 and 2nd revised Commencement certificate No. CC/3076/15 dated 22/12/2015. Another revised layout plan approved and also having obtained the Commencement certificate No. CC/1205/17 dated 29/07/2017 The Hon'able Collectorate of Pune give order vides its bearing No. PMH/NA/SR/1094/2014 dated 11.02.2016 passed under Section 44 of the Maharashtra Land Revenue Code, 1966 permitted the Non-Agricultural Use of the said Land for the purpose of residence, and having received Part Completion from PMC bearing certificate no. OCC/0146/16, dated 28/04/2016, and also received 2nd Part Completion from PMC bearing certificate no. OCC/1242/16, dated 29/10/2016– Annexure C.
- g. The Developer has entered into standard agreement with "VINOD & Associates" an architect, the Architects who has drawn the plans, registered with the council of architects and such agreement is as per the agreement prescribed by the council of architects and the Developer also appointed M/s Structus Consultants (previously known as M/s. Khaire Patil and associates) as structural engineers for

the preparation of the structural design and drawings of the said Building and the Developer accepts the professional supervision of the architect and the structural engineer; the Developer accordingly commenced the development of the said land and construction of the buildings thereon, under the supervision of M/s Vinod & Associates, Architect, registered with the Council of Architects, appointed by the Developer, The Developer herein has reserved right to change aforesaid Architects and Engineers before the completion of the building.

- h. by virtue of the above referred the Developer alone have the sole & exclusive right to SALE the tenements, Flats, Shops, Garages and the sole & exclusive right to allot Parking places, Terrace places in the said various building/s to be constructed by the Developer except the allotted to the Land owner and or consenting party on the said subject land and enter into Agreements with the purchaser/s of the tenements, Flats, Units and to receive the consideration in respect thereof.
- i. The Developer has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as ANNEXURE-___;
- j. the Unit Purchaser/s has applied to the Developer for Flat No. ____, On the _____ Floor in Building "F" situated at the said property and the Developer allotted the said Flat is more particularly described in SCHEDULE II hereunder written and is more particularly delineated on the map or floor plan annexed hereto and marked as Annexure B forming part areas and facilities and restrictive areas allocable to the said unit are more particularly described in Schedule-III hereunder and the Developer issued to the Purchaser/s an "Allotment Letter" dated_____ to that effect;
- k. The Developer gave inspection to the Purchaser of all documents of title relating to the said land, development rights of the Developer the plans, designs, specifications, title report of the Advocate and all other documents as are specified under the Maharashtra Ownership Flats Act, 1963, the copies of the certificate of title issued by the Advocate, extract of No.7/12, 8A and the concerned extract of the approved floor plans have been annexed with this agreement,
- k. The Developer has accordingly commenced construction of the said building/s in accordance with the said plans and the construction will be completed in accordance with the said plans with all additional additions/alterations/

revisions/modifications, (if any) in the said plan. And whereas said project when completed will be known and styled as **"WINDSOR COUNTY - PHASE II"**

- I. The Vendor and said Developer herein proposes to SELL / allot the Flat / Shop / Apartment etc and also attach the use pertaining to car parking space / open space / Terrace / Garage appurtenant or adjoining to certain flats in the said building/s on Ownership basis and is / will be entering into separate Agreements for Sale / allotment of such modifications as may be desirable by the Developer with a view that ultimately all such Unit Purchasers / Allotees Separately/ together shall form and incorporate a Co-operative Society / Limited Company/ Apex Body (hereinafter referred to as BODY / ORGANIZATION).
- m. The Developer herein has requested the Unit Purchaser to carry out independent search by appointing his / her / their own Advocate and to ask any queries and then after the Unit Purchaser has / have satisfied himself / herself / themselves in respect of the marketable title of the Vendor and rights of the Developer herein, and therefore the Unit Purchaser has agreed to purchase the unit detailed in SCHEDULE - II hereunder and more particularly delineated in red colour boundary line on the Annexure B annexed hereto (hereinafter referred to or called as "THE SAID UNIT").
- n. the Unit Purchaser is aware of the fact that the Vendor and said Developer have entered or will enter into similar and / or separate agreements with several other person / s and party / ies in respect of other Units etc in the said building / s and / or retain for himself or an/ private person any portion of the said building / project / property for him / her / their / its own exclusive or restricted sole use and enjoyment and / or for utilization of any Balance FSI or additional FSI or TDR.
- o. The Vendor and the Developer have agreed to sell to the Unit Purchaser/s the above mentioned unit at a price and on the terms & conditions hereinafter appearing.
- p. under section 4 of the said Act the Vendor and Developer are required to execute a written Agreement for Sell of flat to the Purchaser/s, being in fact these presents and also register said Agreement under the Registration Act subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to Sell, witnessing the terms and conditions thereof, in compliance to section 4 of the Maharashtra Ownership Flats Act, 1963, as follows:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **DEVELOPER'S OBLIGATION TO CONSTRUCT BUILDING/S AS PER SANCTIONED PLAN:**

- a. The Developer shall construct the building 'F' consisting of Ground and upper Two Level Parking+Ground + 10 Upper floors on the land admeasuring 3864 Sq. mtrs., on said land totally admeasuring 7767 sq. mtrs. FSI sanction to develop in accordance with the plans, designs and specifications as are approved by the the Pune Municipal Corporation and as may be approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat of the Allottee except (i) any alteration or addition required by any Government authorities or due to change in law, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to the Allottee.
- b. The Purchaser/s hereby accord/s his/her/their irrevocable consent to the Developer for carrying out or making variations, alterations, modifications and changes in the sanctioned plan/s of the building(s) being constructed upon the said Land by amalgamating the adjoining lands/plots with it or otherwise and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the Pune Municipal Corporation, planning authority, competent authority or Government or any officer of any Pune Municipal Corporation, at the sole discretion and choice of the Developer;
- c. The Developer herein specifically informed to the Purchaser that, the present sanctioned building plan received from the Local Authority is for the major part of the FSI of the said land and further sanction for the building plans for remaining FSI/ FAR for road widening area, F.S.I. for the roads & Internal Road, amenity spaces etc. and use of TDR (Transferable Development Rights)and paid F.S.I , if any, is yet to be obtained and for that the upper floor plans have to be changed and hence the Purchaser/s hereby gives his/her/their irrevocable consent to the Developer herein to carry out such alterations, modifications in the plan/s sanctioned or to be sanctioned for the building/s or wing/s of the building/s under construction or to be constructed and to change elevation of the building/s, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vise a versa, as the Developer in their sole discretion thinks fit and proper and further such modifications or alterations which are necessary in

pursuance of any Law, rules, regulations, order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

- d. Provided that the Developer shall have to obtain prior consent of the Purchaser/s if such alterations and modifications adversely affect the construction of the Flat only, which is agreed to be allotted to the said Purchaser/s. The Purchaser/s herein shall have no right to withhold such permission and shall give such permission as and when required by the Developer herein.
- e. Subject to other terms and conditions herein, the Vendor, the Developer hereby agreed to Sell, assign, Sell or otherwise convey the said Flat (described in SCHEDULE.II and delineated in the floor map annexed hereto), unto and in favour of the Purchaser herein, and the Purchaser accordingly agreed to acquire and purchase the same from the Vendor, at the consideration / price which is calculated on carpet area only of **Rs. _____/- (Rupees _____ Only)**, payable by the Purchaser to the Developer, as hereinafter mentioned.
- f. The Total Price is escalation-free, save and except increases which the Purchaser/Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

2. **DETAIL CONSIDERATION / PRICE OF FLAT AND PAYMENT SCHEDULE:**

- a. Relying on the aforementioned representation and assurances made and given by the Purchaser/s, the Developer has agreed to allot a Flat/ Shop No. _____, admeasuring about ____ sq.mt. i.e. ____ sq.ft. Carpet (subject to variation of 3%) in addition to the above mentioned carpet area of the said flat, dry balcony/terrace admeasuring ____ sq. mtrs., and an exclusive open terrace admeasuring ____ sq. mtrs., is appurtenant/attached to the said flat for the exclusive use of the Purchaser herein on _____ Floor, in the "**F**" Building along with covered parking space bearing No. _____ in the Lower Ground/Upper

Ground/ Ground in Building _____ in the scheme known as **WINDSOR COUNTY - PHASE II**, being constructed upon the said Land more particularly described in the Schedule II written hereunder (hereinafter referred to as the said **Flat**), out of which bare Flat is shown in the floor plan thereof, hereto annexed and marked as Annexure-B for a total consideration of **Rs. _____/- (Rupees _____ Only)**, including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also including the expenses for obtaining electric connection from M.S.E.D.C.L., proportionate charges of legal and infrastructure expenses, Local and Corporation expenses for conveyance, excluding Stamp duty, Registration fee and GST or any other government taxes which shall be borne and paid by the Purchaser herein. The nature, extent and description of the common areas and facilities and restricted areas and facilities, are more particularly described in the Schedule-III written hereunder and the Developers herein has agreed to provide the Specification and amenities in the said Flat are more particularly described in the Annexure-D annexed hereto. Despite the said legal position, it is also agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the amount of and/or as per the government Notification on Goods and Service Tax (GST) shall be levied from 1st July 2017 and its rate will be 12% or as declared by the Central and/or State Government or any authority on every installment of payment of consideration and if any taxes are levied on the present agreement at present or in future then the Unit Purchaser/s shall be liable to pay the same.

- b. The Purchaser/s has paid Rs. _____/- (Rupees_____only) as advance payment and the same will be adjusted in the first installment. The Purchaser/s hereby agrees to pay the total amount of the aforesaid agreed consideration to the Developer in the following manner:

%	Total	Description
10		Paid Rs. _____/- By Cheq/DD.No. _____ Dt. __/__/2017, of _____ Bank before the registration of this Agreement.
20		To be paid within 2 weeks on or after or at the execution and Registration of Agreement
15		to be paid on completion of the Plinth of the building in which the said Flat is located.

25		to be paid on completion of the slabs including podiums and stilts of the building in which the said Flat is located.
5		to be paid on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
5		to be paid on completion of the sanitary fittings, Staircase, lift wall, lobbies up to the floor level of the said Flat is located.
5		to be paid to the Developer on completion of the external plumbing and external plaster, elevation, Terraces with waterproofing, of the building.
10		to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby /s, and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Flat is located.
5		Against and at the time of handing over of the possession of the Flat to the Allottee/Purchaser/on or after receipt of completion certificate.
Total		(Rupees _____)

It is hereby clarified that the Developer shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Flat is located and the Developers shall also be at liberty to simultaneously undertake two stages of construction/ Items of Work set out in the hereinabove Payment Plan and to demand from the Purchaser/Allottee/s the aggregate of the installments towards the agreed consideration mentioned in such installments also the GST to be paid by Purchaser by separate payment to the Developer on said flat.

Subject to the terms of this Agreement and the Developer abiding by the construction mile stones, the Purchaser/Allottee/s shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of **"WINDSOR SHELTERS AMBEGAON PHASE II**

BUILDING "F" ESCROW - STATE BANK OF INDIA A/C No. 37033381799, IFSC Code – SBIN0001399, Branch Tilak Road, Pune, The Developer herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said clause b above shall intimate the amount payable in writing or by digital E-mail to the Purchaser/Allottee and the Purchaser/Allottee shall make payment of such due amount to the Developer within seven days from the date of such intimation. The Purchaser/Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the GST and such other applicable taxes.

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

- c. That the Purchaser/s shall pay the aforesaid amount/ installments on its respective stages of installments or within 7 (seven) days of the receipt of a written intimation by post or email from the Developer to the Purchaser/s calling upon the Purchaser/s to make the particular payment/s or installment/s. The aforesaid payment/s of installments on its respective due date is the essence of this Agreement. The Architect Certificate for work done of respective stages of construction of building/s shall be conclusive and final and binding upon the Purchaser/s.
- d. It is hereby agreed that, the time for the payment as specified above is the Essence of Contract and on failure of the Purchaser/s to pay the same on due dates, it shall be deemed that, the Purchaser/s has /have committed breach of condition of this agreement and the Developer herein shall be entitled to take such action as they /its/ is / are entitled to take in case of breach of any condition of this agreement, including termination of this Agreement; The amount to be paid by the Purchaser to the Developer as agreed to above, shall be the essence of the contract.
- e. The installments of the amount agreed to be paid and payable by the Purchaser to the Developer as mentioned above, shall always be the essence of this agreement.
- f. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of

three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Developer shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as shall be computed considering the agreed consideration herein.

- g. The Purchaser/Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Flat and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Flat.
- h. If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Flat or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Purchaser/Allottee. The Purchaser/Allottee hereby, indemnifies the Developer and the Purchaser/Allottee's organisation from all such levies, cost and consequences. The Purchaser/Allottee shall pay the amount of such GST as may be called upon by the Developer, either to the Developer or in any specific account for collection of GST as may be directed by the Developer. The Purchaser/Allottee shall not be entitled to possession of the said Flat, unless he pays such amount of GST and other dues, if any.
- e. it is agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the amount as per the Indian Government implementation of Goods and Service Tax (GST) from 1st July 2017 and its rate is 12% declare by the Central and/or State Government and/or any authority on every installment of payment of consideration. If at any time, the execution of this agreement, the GST, Etc., will

be changed or increased under respective statutes by the Central and State Government or any authority respectively and further of any time before or after execution of this agreement any additional tax/ duty/ charges/ cess/ premium/ surcharge etc, by whatever named called are levied or recovered or becomes payable under any statute/ rule/ regulation/ notifications/ order/ either by the Central or state Government or by any local authority or any revenue or any other authority, in respect of the said Land and on the present agreement then the Flat Purchaser/s shall be liable to pay the same exclusively and the Vendor & the Developer shall not be liable to pay or bear the same; The Developer shall intimate the Flat Purchaser/s and the Purchaser shall be liable to pay the same. The Developer shall intimate the Flat Purchasers about the imposition of the abovementioned taxes or any other taxes that may be levied due to construction of the present Agreement or by any amendment to any of the tax laws by the Government. The Flat Purchaser shall pay the said tax to the Developer within 7 (seven) days from the date of intimation. If the Flat Purchaser fails to pay the said tax within the stipulated period then their shall remain a lien or charge of the said arrears on the said flat in favor of the Developer and the Developer shall be entitled to recover the same from the Flat Purchaser with interest thereon. The Purchaser/s hereby always indemnifies the Vendor & the Developer from all such levies, cost and consequences.

3. INTEREST ON THE AMOUNT DUE:

Without prejudice to the right of the Developer to terminate this agreement in the manner as aforesaid for any breach arising out of any delay in payment of the installments of the consideration on its respective stages and/or any other amount become due and payable under this agreement, the Purchaser/s shall be bound and liable to pay interest at the rate of rate of interest @ State Bank of India highest marginal cost of lending rate + 2%, p.a., for every month of delay with quarterly rests, on all such amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment, provided that tender of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement nor shall it be construed as condoned of the delay by the Developer.

4. TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS:

- a. On the Purchaser/s committing breach by delaying the payment (including his/her/their proportionate share of taxes, etc. levied by the concerned authority and any other outgoings) as per the payment Schedule on 3 (Three) distinct

occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Developer shall, without prejudice to as stipulated in clause 2b above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, 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 Developer shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Purchaser/Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deduction of a sum of Rs. 2,00,000/- (Rupees Two Lakh Only) as and by way of liquidated damages.

- b. In the event the Purchaser/Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no 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.
- c. In case refund for the amounts paid such as government charges, stamp duty, GST, registration fees etc. shall have to be claimed directly by the Purchaser/Allottee/s from the concerned authority. The Developer shall not be liable to for the same for any reasons whatsoever. Expenses for the refund claim will be bear by the purchaser/ allottee/s and developer will be provide necessary detail and signature of the papers without any cost.
- d. The standard fixtures, fittings and amenities to be provided by the Developer in the said building and the Flat are as set out in **Annexure 'D'**, annexed hereto and the Purchaser shall not be entitled to any extras.
- e. Upon such termination the Developer shall be at liberty to dispose off and allot the said Flat to any such person and at such price as the Developer may, in its discretion, deem fit and proper and in furtherance thereto it shall not be open to the Purchaser/s to restrain the Developer from allotting the said Flat, on whatsoever ground.

5. **OBSERVANCE OF THE CONDITIONS OF THE SANCTIONED PLANS:**

It is hereby agreed that the Vendor & the Developer and the Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been or which may be imposed by the Pune Municipal Corporation at the time of sanctioning the plans and specifications or any time thereafter or at the time of granting the Completion Certificate.

6. CONSTRUCTION IN PHASES: -

- a. The Developer is developing the said property in various phases. the Phase I on Survey No. 39/17B, 39/18, 39/18/1, 39/19, 39/20, 39/24 and Phase II on Survey No. 39/21, 39/22, 39/23 which is the subject matter of this agreement to sell and other phases will be decide time to time. The Vendor & the Developer shall have right to enter into different Agreements with prospective Purchasers for different Phases separately though the Common Amenities and facilities mentioned herein are common for all phases and entire project. The said Phases, at the discretion of the Developer, may be developed in phases or simultaneously with each other. The Unit Purchaser/s has/have no objection for such Phase wise development. The Developer herein is constructing building/s on the remaining portion of the said land in phases. The Unit Purchaser/s undertakes that he/she/ they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. Even if the Developer is constructing various phases the purchaser has right to use all the common amenities of all phases.
- b. In the layout of the project land, services such as underground water tank, Sewage Treatment Plant and Organic waste converter, MSEDCL Transformer and room, Club House, Gymnasium, children play area, borewell, etc, are common for all the buildings and entire project.
- c. The Developer may complete part portion or floors of the building and obtain part occupancy certificate/s and give possession of the Flat/s to the Purchaser/s hereof and the other Purchaser/s shall not be entitled to raise any objection thereto. Upon the Flat purchaser/s taking possession of the said Flat/s (including the purchaser/s taking possession of the said Flat) in such partly completed or portion or floor, the Developer or their agents or contractors shall carry on the remaining work with the Purchaser/s occupying his/her/their/its Flat. The Purchaser/s shall not object to protest in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them/it.

- d. The Flat Purchaser / s consents and authorizes the Developer to utilities and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme / buildings as and when they require.

7 UTILISATION OF FSI/FAR/TDR:

- a. It is hereby declared that sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s. TDR may be made available due to the change in the bye laws or the policy, then the Developers shall be entitled to utilize the said on the said property by changing the existing sanctioned plans. In this Agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- b. The Developer shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other Paid FSI or TDR (Buildable Potential) granted by the appropriate authority and the Developers are entitled to use the same on the said land by constructing or raising any additional floor/s of the building/s or converting terrace area into constructed tenement, which is/ are under construction or to be constructed on the said land. The Developers shall have every right to sell the unconsumed FSI or TDR & etc of the said land to any other party at any price as the Developers may deem fit. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.
- c. After consuming such balance and/or additional F.A.R. by constructing additional buildings or extensions and/or additional floor/s containing Units, the Developers shall be entitled to sell such Units for such permissible user as the Developers may think fit and proper to any person or persons for such consideration as the Developers may in their absolute discretion deem fit subject to the terms & condition in the Joint Development Agreement dated 28/06/2012.
- e. If any portion of the said Property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the corporation or concerned authority may pay the compensation there for 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 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 Developer shall be entitled to use the same for additional built up area in the said Land either by way

of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Developer. The Purchaser/s has/have hereby given his/her/their irrevocable consent there for and the Developer shall be entitled to revise the plans, get the same sanctioned from the concerned authority, and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new Purchaser/allottees to be admitted as members of the Association. If the concerned authority refuses to permit the grant of such additional FSI in respect of the area under road widening or any reservation then the Developer alone shall be entitled to receive in their own name the compensation in respect thereof and to issue receipts for the same.

- f. The Developer shall be entitled to use the present un-utilized and/or additional built up area/F.S.I. in respect of the "Said project land" in any other property by floating the same and/or in the same Property as and when the same is permitted either by way of construction of new building or extension of the building as may be permitted. Likewise the Developer shall also be entitled to use F.S.I. / T.D.R. pertaining to other property on the said Property as and when permitted by the concerned authority. The Purchaser/s has/have hereby given his/her/their irrevocable consent there for and the Developer shall be entitled to revise the plans, get them sanctioned from the concerned authority and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new Purchaser/allottees to be admitted as members of the Association/Society/ Apex Body. The Association shall get the new transferees admitted as its members. The Developer shall also be entitled to transfer or assign the said right to any other person. The said property shall be conveyed subject to the said right.

8. **DISCLOSURE AS TO TITLE:**

The Vendor & the Developer has made full and true disclosure in respect of the title of the said Land. The Vendor & the Developer has also disclosed to the Purchaser/s nature of its right, title and interest and right to construct building/s upon the said Land. The Vendor & the Developer has also given inspection of all documents of title to the Purchaser/s as required by law. The Purchaser/s having acquainted himself / herself / themselves with all the facts and right of the Vendor & the Developer has entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the respective Owners and the right/authority of the Vendor & the Developer in respect of the said Land.

9. **SPECIFICATIONS:**

- a. The specifications, fixtures and fittings to be provided by the Developer in the building comprising said Flat and common specifications thereof are set out in Annexure "D" annexed hereto, provided that same may be modified/changed to the extent as may become necessary or as may be deemed expedient by the Developer from time to time and in respect therewith or in pursuance thereof, the Purchaser/s shall have no claim by way of compensation or damages, whatsoever.
- b. No extra specifications, fittings, fixtures and work shall be provided by the Developer and the Purchaser/s shall not be entitled to demand the same, unless the same is informed in writing in advance before commencement of the respective stage.

10. **POSSESSION OF FLAT & ALLOTMENT OF PARKING SPACE:**

- a. The Developer shall give possession of the Flat to the Purchaser/Allottee up to 5th floor on or before 31st December 2017 and above the 5th floor possession on or before 15.03.2019 . If the Developer fails or neglects to give possession of the Flat to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser/Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may mentioned in the clause 3 herein above from the date the Developer received the sum till the date the amounts and interest thereon is repaid.
- b. However in case the Purchaser requests for any change in the civil work or any other work in the said Flat and the Developer agrees to carry out the same, then in such case the Developer shall be entitled for (03) three months extension of time for giving possession of the said Flat to the Purchaser.
- c. The Developer, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee/Purchaser/s as per the agreement shall offer in writing the possession of the Flat, to the Allottee/Purchaser/s in terms of this Agreement to be taken within 15 days (Fifteen Days) from the date of issue of such notice and the Developer shall give possession of the Flat to the Allottee/Purchaser/s. The Developer agrees and undertakes to indemnify the Allottee/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/Purchaser/s agrees to pay the maintenance charges and such other

charges as may be levied by the government PMC or any such authorities as determined by the them or the Developer or association of Allottee/Purchaser/s, as the case may be. The Allottee agrees to pay the maintenance charges as determined by the Developer or association of allottees, as the case may be.

- d. Before taking possession of the Flat, the Purchaser/Allottee shall take thorough inspection of the Flat, and in case he finds any defect or fault, he shall bring it to the notice of the Developer, in writing. The Developer shall cure such defect within 15 days of the written intimation by the Purchaser. The period needed for rectification shall not be considered as delay in handing over the possession. The Purchaser shall not be entitled to raise any claim or complaint once possession of the Flat is received by him/her.
- e. Before taking of possession of the said Flat the Purchaser/s shall satisfy himself/themselves about the correctness of the area of the said Flat and about the quality of construction work and specifications/amenities provided. Upon delivery of possession the Purchaser/s shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived.
- f. It is agreed between the parties hereto that, the Vendor & the Developer has reserve exclusive right to allot specific parking space to the Purchaser and the Purchaser shall not be entitled to raise any objection in that behalf.
- g. If the Vendor & the Developer fails or neglects to deliver possession of the said Flat to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, 1963 by the aforesaid date or the dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with simple interest at nine per cent (9 %) per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid, provided that, by mutual consent, the dispute, whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the Competent Authority who will act as an Arbitrator;
- h. Provided that the Vendor & the Developer shall be entitled to reasonable extension of time for handing over possession of the said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of:

- (i) Non-availability of steel, cement, other building material, water or electric supply;
- (ii) war, civil commotion or act of God;
- (iii) any notice, order rule, notification of the Government and/or other public or competent authority or any changes that may be effected hereafter which are relevant to or connected with the subject matter of this agreement;
- (iv) delay in grant of any NOC/permissions/ licenses, connections/ installations including services such as electricity meters and water connections connected therewith or drainage or road NOC's or as well as completion certificate from the appropriate authorities;
- (v) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of the Developer to terminate this Agreement under clause above);
- (vi) Any act beyond control of the Vendor & the Developer.
- (vii) Any extra/ additional work carried in the said flat/ unit as per the requirement and cost of the allottee/ purchaser/s.
- (viii) Delay by the Local Authority in issuing or granting necessary Completion certificate or Plinth checking permission.

- I. The Developer shall not be liable to deliver possession of the said Flat until the Purchaser/s pays all amounts dues and payable to the Developer in pursuance hereof.

11. Failure of Allottee/Purchaser/s to take possession of Flat/Unit:

- a. Upon receiving a written intimation from the Developer the Allottee/Purchaser/s shall take possession of the Flat from the Developer by executing necessary indemnities, undertaking and such other documentation as prescribed, and the Developer shall give possession of the Flat to the Allottee/Purchaser/s. In case the Allottee/Purchaser/s fails to take possession within the time provided as mentioned in the agreement by such Allottee/Purchaser/s shall continue to be liable to pay maintenance charges /PMC Tax or local tax as applicable from date of intimation given by the Developer that the said Flat/s are ready for use.
- b. If the Developer fails or neglects to deliver possession of the said Flat to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, 1963 by the aforesaid date or the dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with simple interest at nine per cent per annum from

the date the Developer received the sum till the date the amounts and interest thereon is repaid, provided that, by mutual consent, the dispute, whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the Competent Authority who will act as an Arbitrator;

- c. The Developer shall not be liable to deliver possession of the said Flat until the Purchaser/s pays all amounts dues and payable to the Developer in pursuance hereof.

12. NOTICE TO PURCHASER/S TO OCCUPY FLAT & DEFECT LIABILITY:

- a. The Purchaser/s shall take possession of the said Flat within 15 days of the Developer giving written notice or Email to the Purchaser/s intimating that the said Flat is ready for use and occupation.
- b. if within a period of five years from the date of handing over the Flat/s to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developer any structural defect in the Flat or the building in which the Flat/s are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Purchaser/Allottee to keep the Flat/s in good conditions and repairs.
- c. Provided however, that the Purchaser/Allottee/s 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 Purchaser/Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability automatically shall become void.
- d. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is

situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Developer and/or the Society or the Limited Company.

- e. Till all the Flats in all the Buildings are sold, the Purchaser/Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into the building and upon the project land or any part thereof to view and examine the state and condition thereof.
- f. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- g. The Purchaser/Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- h. The Purchaser/Allottee shall not dump any unwanted waste in the drainage line/commode/bathroom/kitchen sink, which may cause the blocking of the drainage line of the building. In case the drainage line is blocked due to any dumping or any fault on part of the Purchaser/allottee, the Purchaser/allottee shall be responsible for all the expenses or damages that may be incurred by any other Purchaser/Allottee or the Developer or the Association/Society as the case may be.
- i. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear, negligent use of Flat/s by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

12. PURPOSE OR USE OF THE FLAT:

- a. The Purchaser/s shall use the said Flat or permit the same to be used only for the purpose permitted by the concern Authority. The Purchaser/s shall use the parking space (if allotted) only for the purpose for keeping or parking the Purchaser's own vehicles only.
- b. 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 or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and

except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

13. FORMATION OF THE FLAT BUYERS ORGANIZATION:

- a. The Purchaser/s along with other Purchasers of units in the building/s constructed or under construction or to be constructed upon the said Land and/or in amalgamation with adjoining properties to which the developer may be entitled, shall join in forming the Flat Buyers Organization either in the nature of the Co-op. Housing Society or Apex Body / Company jointly or separately or structure conveyance name/mode as the Developer may decide and for this purpose and also from time to time sign and execute all the applications for registration and/ or membership and other papers and documents necessary for the formation of the Flat Buyers Organization including the bye-laws thereof and duly fill in, sign and return to the Developer within 15 days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to form Flat Buyers Organization, as contemplated under section 10 of the said Act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale Management and Transfer) Rules 1964. The Purchaser/s shall not be entitled to raise any objection in respect of any changes or modifications are made in the draft bye-laws and/ or declaration, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- b. Provided that, after conveying the title to the association of Purchaser/allotees as mentioned in above clause, the Developer shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Flat/s or building which is still not sold or allotted and shall be allowed to do so by Association/Society without any restriction on entry of the building and development of common areas.
- c. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance is completed the Developer/ Developer will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flats.

14. **CONVEYANCE:**

Unless prevented by circumstances beyond the control of the respective owners and the Developer, it is agreed that after completing of all phases of an entire project and obtained the final completion certificate from the concerned authority after that 6 (six) months , the Developer shall cause to execute the conveyance by way of Sale Deed/ Conveyance Deed in favour of the Society in accordance with the terms and provisions of this Agreement to the extent as may be relevant, however, subject to payment of all dues, amounts and consideration including stamp duty etc.

15. **OUTGOINGS AND PROPORTIONATE CONTRIBUTION :**

- a. Commencing a week after notice in writing is given by the Developer to the PURCHASER/S that the said Flat is ready for the use and occupation, the PURCHASER/S shall be liable to bear and pay from the date of completion of construction work of the said Flat, the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of the said Plot and building/s namely local taxes, betterment charges or such other levies by the Pune Municipal Corporation and/ or Government, Water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said Plot and building thereon.
- b. Prior to delivery of possession of the said Flat, the Purchaser shall pay as and towards common maintenance deposit for (i) residential flat @ Rs.150/- per sq.ft. of gross area of the concerned flat. And 2.70/- per sq.ft. on total carpet area alongwith Dry terrace/ balcony and open terrace For 24 months this should be deposited in advance before the possession of the said flat the said maintenance charges can be increase or decrease time to time and its bounded on purchaser/ allottee to pay difference or extra amount adjust to his maintenance account.
- c. The Developer shall invest such amount collected from the Purchaser/s in any recurring fixed deposit scheme of any bank. the maintenance shall be done and looked after by the Developer till handing over possession of the entire scheme to the unit buyer's organisation as agreed to herein. Upon handing over possession of the entire scheme to the unit buyer's organisation, the Developer shall hand over the entire charges of the maintenance and the balance amount thereof, to the newly elected body/ organisation.

- d. The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or nonpayment of the finance or charges by the members of the organization.
- e. It is also clearly understood that, this shall not preclude the Developer and/ or such organization to claim, demand and raise the maintenance charges independent of such and said contribution from the holder of the Flats, provided the decision to that effect is duly taken by the Developer and/ or such organization, as the case may be.
- f. Any default therein, shall entitle the Vendor & the Developer and/ or unit buyers organization, as the case may be, to claim reasonable interest, without prejudice to the right of the Vendor & the Developer and/ or such organization, as the case may be, to treat the same as default and breach of this agreement and rules and regulations.
- g. The Purchaser/s shall maintain at his/ her own cost the said Flat, fixtures, fittings, elevations, so also exclusive rights relating to area/s and/or facility/ties, sold and granted specifically, if any.
- h. It is specifically agreed between the parties that, whenever the Developer handover the maintenance and the day to day management of the project to Association/Society, the Association/Society shall be bound to take over the management of the and the maintenance of the project.
- i. The maintenance amount / outgoing charges mentioned above, shall include only following items:
 - 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,
 - iii. Running cost of all the equipments and instruments above (except the cost of electricity generator
 - iv. Common electricity bills for common area of buildings and common areas of the Society Security charges
 - v. Salary of the property manager, Gardening charges Running expenses for clubhouse, Gym and salary for instructor and play areas and equipments, Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses

- vi. Non agricultural taxes and any other similar taxes, Pest control expenses
- vii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points. Elevator repairs & maintenance contracts (AMC) along with lift inspection charges.
- viii. Firefighting certification, Supply of water tanker, PMC water charges. Operational and electricity charges for the sewage treatment plant for the Society;
- ix. Environment clearance fees; Property tax for Club House; Garbage Chute
- j. The maintenance amount mentioned above shall be maintained by the Developer in a separate account, and shall be used and utilized by the Developer as listed, only for common maintenance of the project "WINDSOR COUNTY". (for all phases) The Developer shall cause maintenance of the building till handing over responsibility of the same to the Society. Upon handing over the Apex Body/ Society/ Company shall also cause maintenance of the common areas and amenities at their own cost. The Purchaser/Allotees of all Buildings shall contribute proportionately for the maintenance of common areas and amenities. The Developer shall not be responsible for the maintenance or the failure in maintenance of the common areas and amenities. Apex Body/ Society/ Company or the Developer shall be entitled to claim interest, on the arrears of such charges from the defaulting Purchaser/Allotees, without prejudice to the other rights and powers of the organization.
- k. The flat Purchaser/s agrees/agree that the Developer shall not be eligible for payment of any charges to the Apex Body/ Society/ Company for admitting such individuals who have purchased flat directly from the Developer and that the Apex Body/ Society/ Company shall grant NOC on demand for serving various purposes however NOC required to be produced before the Registering Authority is deemed to have been given at the execution of this agreement and no separate document is to be obtained by Developer from the Apex Body/ Society/ Company.
- l. The Purchaser/Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Purchaser/Allottee in the said Scheme that the said Flat is ready for Possession.

16. **COVENANTS AS TO USAGE AND MAINTENANCE OF FLAT:**

The Purchaser/s with intention to bring all persons into whose hands the said Flat may come, doth hereby covenant with the Vendor & the Developer for the said

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

- a. To maintain the said Flat at the Purchaser's own cost in good tenantable repair and conditions from the date of completion certificate or the date on which the said Flat is occupied (whichever is earlier) and shall not do or cause to be done anything in or to the said Flat or the building in which the said Flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of the concerned local or any other authority or change/ alter or make addition in or to the said Flat and/ or the building in which the said Flat is situated and the said Flat itself or any part thereof.
- b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction/ structure of the building in which the said Flat is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or is likely to cause damage to the staircase, common passages or any other structure of the said building in which the said Flat is situated and in case any damage is caused to the said Flat or any part of the said building/s in which the said Flat is situated on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the Breach.
- c. To carry out at his/ her/ their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions state and order in which it was delivered by the Vendor & the Developer to the Purchaser/s. The Purchaser/s shall not do or cause to be done in or to the building in which the said Flat is situated anything contrary to the rules and regulations and bye-laws of the Pune Municipal Corporation or other public authority. And in the event of the Purchaser/s committing any act or omission in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or public authority.
- d. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alterations in the elevation and outside color scheme of the said building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat 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 is situated and shall not chisel or in any manner damage to columns, beams, walls, slabs or RCC pardis or other structural members in the said Flat without the prior written permission of the Developer and/or Flat/Office Buyers Organization.

- e. Not to demolish or excavate the exterior wall or any portion thereof facing towards the terrace/s of the other units in the building or fix the door/s, window/s or keep the hole/s or opening/s therein in any manner whatsoever or install AC/s or exhaust fan/s in such manner, whereby the privacy of other units having independent terrace/s of the building, would be affected and the Purchaser/s shall be bound and under obligation to take at most care and caution as may be required for safeguarding, keeping and maintaining privacy of the other units of the building/ Complex, wherein the said Flat is located.
- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the premises or any portion of the said Land and building in which the said Flat is situated.
- g. The Purchaser/s shall not license, let, sub-let, transfer, release, gift, assign or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Developer under this agreement are fully paid up to the Developer and until the Developer has granted his written consent there form.
- h. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Flat Buyers Organization and the additions, alterations or amendments thereof that may be made from time to time for better protection and maintenance of the said building or Project and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the Pune Municipal Corporation and/or Govt. and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Flat Buyers Organization regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or to other out-goings in accordance with the terms of this Agreement.
- i. Till a conveyance of the building/s and the said Land in which the said Flat is situated is executed, the Purchaser/s shall permit the Developer and his surveyors and agents with or without workmen and others, at all reasonable time to enter

into and upon the said Flat and the said Land and building/s or any part thereof to view and examine the state and conditions thereof.

- j. The Purchaser/s shall not, at any time, demand partition of his/ her/ their interest in the said Flat and/or in the said Land and it is hereby agreed and declared that the interests of the Purchaser/s in the said Flat and in the said Land and in the building/s thereon is impartable and it is agreed that the Vendor & the Developer shall not be liable to execute and/ or cause to be executed any Conveyance or any other documents in respect of the said Flat in favor of the Purchaser/s.
- k. After possession of the said Flat is delivered to the Purchaser/s, if any additions or alterations on the said Land or in respect of the building in which the said Flat is situated are required to be carried out by PMC or any Government, local and/or other statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the other units buyers of the said Land, at their own costs and the Vendor & the Developer shall not, in any way, be liable for the same.
- l. The Developer herein has specifically informed the Purchaser/Allottee and the Purchaser/Allottee herein is also well aware that the Developer herein is developing the scheme under the name "WINDSOR SHELTERS" on the project land with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser/Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations or to erect any outer extension by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sit outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser/Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Developer herein has agreed to allot and sell the said Flat to the Purchaser/Allottee herein on ownership basis, subject to the terms and condition of this agreement.
- m. The Purchaser/Allottee herein declares that in "WINDSOR SHELTERS" project, the Developer herein are providing amenities/material/plant and equipment in common facilities like club house and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that,

the Developer shall not be responsible after handing over of the units to buyers of the tenements, the Association/Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Developer will not responsible,

- n. The Developer has a right to install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "WINDSOR SHELTERS" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Developer.
- o. The Purchaser is aware that water supply pipes, drainage pipes and rainwater pipes may pass through the dry balcony, balcony and terrace of the said Flat. The Purchaser shall not raise any objection for the same on any ground whatsoever at any time in future.
- p. The Developer has specifically informed the Purchaser and the Purchaser is aware that the Developer shall be installing /has installed solar photo voltaic panels on the terrace of the building or any other area, for their own use. The Developer shall use the electricity generated from the solar photo voltaic panels through net metering of their construction meter, till the completion of the project. Upon completion of the project, the Developer may remove the same and take away the same or they may allow the same to be used by any of the flat/unit/shop purchaser. The Purchaser is aware that the same is not a common amenity and the Purchaser shall not raise any claim or objection for the same.
- q. The Purchaser is aware and the Purchaser agrees and confirms that the Developer shall be installing a MDU (common dish antenna) of any one provider of their choice. In case the Purchaser wishes to avail services of any other provider, the Purchaser shall install MDU of provider of their choice at their own cost. The Purchaser shall not be permitted to install individual dish antenna.
- r. In case of any disputes or complaints the Flat purchaser/s or their body shall not be entitled to express any such issues or their displeasures through or by means of any banners, hoardings, advertisements, etc. or through any social or electronic or paper media. In case of any such action on part of the Flat purchaser/s or their body, the Developer shall be entitled to claim penalty / damages of Rs. 10,000/- per day per person against all or any defaulting person/s till such act continues. This remedy for the Developer shall be in

addition to other available remedies. However, the Flat purchaser/s or their body shall be free to pursue legal remedies in case of any such issues.

17. It is agreed by the Parties herein after completion of construction, Developer shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Flats remaining unsold in the buildings on the Project land, till sale of such Flat.
18. The Developer may complete the entire building or any part or floor or portion thereof and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their specific consent to the same. If the Purchaser/s take/s possession of Flat in such part completed portion or floor or otherwise the Developer and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.
19. It is specifically understood that the brochure/s, advertisements published by the Developer from time to time in respect of the scheme 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.
20. It is hereby made clear that furniture lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the brochure and literature are shown only for advertisement purposes and the same are not agreed to be provided by the 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 Developer. It is also understood by the purchaser that there has been deviation in the specification shown on the brochure. Hence the specification & amenities as shown in Annexure "___" of this agreement will supersede those in the brochure.
21. BINDING EFFECT

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

22. RESERVATIONS:

- a. It is also understood and agreed by and between the parties hereto that the Developer shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Flat, any garden area, any open space, parking space, lobby, staircase landing, terrace, to any concerned Flat purchaser and the same shall belong exclusively to such Flat Purchaser, and the such Flat Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Flat purchasers in the building or scheme.
- b. The Purchaser/Allottee has hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Flat.
- c. All payments agreed to herein and otherwise required to be made by the Purchaser/Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Purchaser/Allottee.
- d. 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 or of the said Land and the building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the

Purchaser/Allottee, and open spaces, parking, lobbies et cetera, will remain the property of the Developer until the said Land and the building save and except any part reserved by the Developer, is transferred to the Purchaser/Allotees or the said organization. The Developer shall be entitled to dispose of such open space, terrace, parking, garden space et cetera, to any Purchaser for which the Purchaser/Allottee hereby grants and is always deemed to have granted the consent.

- e. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser/Allottee by the Developer for anything, shall not be construed as waiver or acquiescence on the part of the Developer of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Developer.
- f. The Purchaser/Allottee shall not, without the written permission of the Developer, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Flat, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement is received by the Developer. Any breach thereof, shall entitle the Developer, to terminate this agreement, without prejudice to any other rights, available to the Developer under this agreement and/or other law.
- g. The Purchaser/Allottee agrees and confirms that the covered parking for two wheeler and four wheeler or parking space shall belong to the Developer. The Developer is entitled to allot and sell the covered parking space for two wheeler and four wheeler to any Purchaser as they may desire. The Purchaser shall not be entitled to raise any objection to the same for any reason whatsoever. In case the Purchaser is not allotted car or two wheeler parking, he shall not park his vehicles in such covered parking area.

23. NO GRANT TILL CONVEYANCE:

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 or of the said Land and building/s or any part thereof till execution of the conveyance as herein mentioned. The Purchaser/s shall, subject to the terms herein, have no claim save and except in respect of the said Flat hereby agreed to be allotted to him/her/them and all open spaces, parking areas, lobbies, staircases, terraces, recreation spaces etc. shall remain and be deemed to remain the property of the

Vendor & Developer until the said Land is transferred to the Flat Buyers Organization as herein above mentioned.

24. **JOINT ALLOTTEES**

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

25. **FORBEARANCE:**

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

26. **REGISTRATION :**

Purchaser/s and/or the Vendor & the Developer shall present this Agreement as well as the Conveyance of the said Land in favour of the Flat Buyers Organization at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

27. **PAYMENT OF TAXES:**

It is agreed between the parties that if any tax, such as work contract tax, all construction related indirect taxes like, Goods and service Tax, other tax obligation like tax deduction at source under Income Tax Act or any other similar existing of future tax law will be levied by the Govt. and/ or by any other statutory authorities or become due on account of sale of the said Flat etc. and/ or any other payment incidental to this transaction, then the Purchaser/s shall be liable to pay the same to the Developer as and when it is levied by the Govt. or any other authority.

28. **CHARGES TO BE PAID:**

It is agreed between the parties that the Purchaser/s shall be liable to pay the below mentioned charges prior to obtaining possession of the said Flat:

29. **MODE OF PAYMENT:**

The Purchaser/s shall make all the payments to the Developer by Demand Draft or by local cheques. If the Purchaser/s makes the payment by outstation cheques then the date of the payment for the purpose of this Agreement shall be deemed to be the date on which the same is credited to the account of the Developer provided that the commission so charged by the Bank shall be to the account of the Purchaser/s.

30. **ALLOTMENT OF USE OF EXCLUSIVE AREAS**

- a. It is agreed by and between the parties hereto that, save as what is stipulated herein, the marginal spaces, open spaces or any portion thereof surrounding or adjacent to the building/s on the ground floor or in basement may be exclusively allotted by the Vendor & the Developer to the Purchaser/s of the units or any one or more of them for their exclusive use as per the sole discretion and choice of the Vendor & the Developer. After the conveyance of the said Land is executed in favour of the Flat Buyers Organization, if any such spaces or part thereof remains so un-allotted, it shall remain the property of the Developer and the Developer shall be entitled to use and occupy the same or allot it or part thereof to any Purchaser/allottee/s/ party, unless otherwise stipulated in the conveyance to be executed in pursuance hereof.
- b. Upon allotment of the aforementioned spaces to the respective Flat buyers, they shall not be entitled to fence the said exclusive areas. The aforesaid right of exclusive user shall be heritable and transferable along with the respective unit.

31. **PARKING AREAS:**

The parking areas are not common areas and out of parking areas, the Developer is entitled to allot a portion/ space thereof to specific unit buyer/s as per developer choice and discretion and subject to such terms and conditions, as may be agreed upon between the Developer and such Purchaser/s.

32. **RIGHT OF THE DEVELOPER VIS-À-VIS EXCLUSIVE USE OF EXTERIOR/INTERIOR OF THE BUILDING/S, TERRACE, CAR-PARK OR OPEN SPACES SUBJECT TO CERTAIN CONDITIONS**

- a. Notwithstanding anything contained herein, the Developer has reserved exclusive right to amalgamate the adjoining building plot/s with the said Land and revise

and modify plans and specifications of the Building/s and use terraces, lobbies, elevators (lifts), open spaces, terrace spaces of the building envisaged to be constructed upon the said Land for further construction of such amalgamated building plot/s and allow to use and enjoy all common areas and facilities to the unit buyer/s of such amalgamated building plot/s, to which the Purchaser/s herein accord/s his/her/their irrevocable consent.

- b. The Developer shall be entitled to use open spaces, top terraces, exterior of the building/s, terraces and such other places/ portion within the said Land for displaying hoarding/s, neon sign boards or any other advertisement mode or for the purpose of mobile tower and such other commercial/non commercial use and/or grant license thereof to any party of its choice notwithstanding the fact that he/ she/ they/ it is/ are not the Purchaser/allottee of any of the Flat/s in the said Land, subject to such terms and conditions and for such consideration as may be agreed upon by and between the Developer and such party.
- c. It is hereby agreed that the Developer has the exclusive right of allotment of different covered parking spaces, open spaces, terraces, any other built-up area, within the said Land or the building constructed thereon either in amalgamation with the adjoining building plots or otherwise or right to develop open spaces therein to any person/s of choice of the Developer on such terms and conditions as it may deem fit and proper, for the exclusive use of such person/s who shall be entitled to acquire, hold, possess and use the same notwithstanding whether such person/s is/ are the holder/s or acquirer/s of the any unit/ unit/ tenement within the building/s envisaged to be constructed on the said Land or not. The person/s to whom such terrace/s, covered parking space/s, open space/s, built-up area/s etc. are allotted shall be admitted as the members of the Flat Buyers Organization.
- d. It is hereby agreed that all lobbies, staircase, elevator, water tank, reservoir (overhead tank), electricity meter box, drainage line and water line shall be the only common areas and facilities in the said Land and the building/s to be constructed therein and the Developer shall be entitled to allot, alienate and transfer all other remaining areas of the said Land and the building to be constructed thereon or in amalgamation with adjoining building plots including any facilities therein to any other person/s.
- e. Any exclusive use allotted by the Developer either of the terrace, covered parking space, marginal open space or any other portion shall be subject to the right of

the Flat Buyers Organization and its agents to use the same for the specific purpose of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. Provided, however, the Purchaser/allotees/ Flat-holders shall be entitled to erect their one common T.V. antenna on the top terraces at the place reserved by the Developer (the other unit-buyers and the unit holder/s to whom the right of exclusive use of the terrace is allotted).

- f. The Developer shall be entitled to create encumbrances over the said Property or lease, allot, give on license any portion of the said property to any Government / Semi Government authorities / local authority/ MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., etc. The Purchaser/s shall not be entitled to raise any objection and grievance about the same.
- g. The Developer herein shall be constructing building/s on the "Said Property" in phases and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. It is strictly agreed and understood by and between the parties that till the completion of the entire project in all respects, the Developer shall be at liberty to bring and allow their workers, contractors, Engineers, laborers and such other staff and/or employees or otherwise on the said Property including to bring and keep and/or store necessary equipments, supplies, materials, etc. on the said Property to carry out the construction work. The Purchaser/s of the flats already completed shall not raise any objection or create any such nuisance whereby the work of the Developer is hindered or refrained from completing the project in all respects. The Purchaser/s hereby gives his/her/their irrevocable consent for revision/amendment of the building/layout or elevation plans as and when required by the Developer. The Developer shall be entitled to make use of the water tank and the backup generator in the said building for any purpose as they may desire and the Purchaser/s has/have given their free and irrevocable consent to the same.
- h. The Developer specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the

manufacturer's warranty and the Developer is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

33. **NAME OF THE BUILDING/S:**

The Developer shall be entitled to name the project or building/s to be developed/constructed upon the said Land under the name and style "**WINDSOR COUNTY – 'F' BUILDING** ", or by such name/mode, as may be solely decided by the Developer and the same shall not be changed without the written consent of the Developer.

34. **ADVERTISEMENT OF THE PROJECT:**

It is hereby made clear that furniture layout, colour scheme, elevation treatment etc. and the contents written therein, shown/ provided on/ in the Brochure, pamphlet or literature pertaining to the said project are shown/provided/ circulated only for the limited purpose of publicity and the same or any part thereof shall not be construed as any commitment by the Developer nor shall it be binding upon the Developer.

35. **PURCHASER'S ADDRESS FOR SERVICE OF NOTICES:**

All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Under Certificate of Posting and/ or by Courier and / or Registered Post at his/ her/ their addresses/s specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s subsequent to the execution of this Agreement.

36. **GENERAL:**

The Vendor & the Developer shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

37. The Purchaser/s is/ are hereby prohibited from raising any objection in the matter of allotment or sale of any residential/ non-residential unit, covered car-parking, open space/s, terrace/s or any other built-up area etc. within the said Land and the building/s to be constructed thereon to any person/s on the ground of nuisance, annoyance or inconvenience alleged to be caused out of and in the course of carrying of any profession, trade or business etc. by any such person/s as long as the same is otherwise permitted by law or by any regulation of the Pune Municipal Corporation.

38. Save as what is expressly provided herein, nothing, either orally or otherwise, has or shall be deemed to have been agreed by the Vendor & the Developer with Purchaser/s in respect of the subject matter of this Agreement and further there is no implied agreement or covenant on the part of the Vendor and the Developer other than the terms and conditions expressly provided under this agreement.
39. The tolerance in the area of the said Flat shall only be to the extent of 5% of the area of the said Flat as mentioned in this agreement, and the Developer shall be entitled to claim additional consideration or liable to reduce the agreed consideration, as the case may be, in proportion to the area with the consideration agreed to herein, in case the difference in the area is more than the said tolerance.
40. Nothing in this agreement shall be deemed to restrict the Vendor & the Developer to assign or otherwise deal with all or any of the Vendor & the Developer's rights, title, interest, benefits and claims in respect of the development of the said Land/said Properties to/ with any third person/s.
41. The Purchaser/s hereby gives his/ her/ their consent and has/have no objection for use of the remaining units wholly or in parts for residential and/ or any purpose as may be permissible under law and required by the Developer.
42. Before delivery of possession of the said Flat, the Purchaser/s shall satisfy himself/ herself/ themselves about the correctness of the area of the said Flat and about the quality of construction work and specifications/ amenities provided in respect thereto and upon taking over of the possession of the said Flat, the Purchaser/s shall not be entitled to make any complaint therewith and all the rights regarding the same shall be deemed to have been waived.
43. The headings provided herein are given for the limited purpose of reference and the same for any part thereof shall not be relied upon for the purpose of interpretation or the meaning hereof.
44. **APPLICABILITY OF ACT:**
 - a. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and the rules made thereunder. The Purchaser/s and/or the Owner/Consenting party shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as i) Water (Prevention and

Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act,1966 , viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities / departments. Provided further that where the Developer is required to carry out certain obligations under any of the aforesaid Acts the A Purchaser/Allottee/s and the Owner/Consenting Party No.1, shall co-operate and compensate the Developer against the expenses as may incurred by the Developer for such compliance.

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

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Ready Reckoner, 2017		
Ambegaon (Bk.), of City of Pune, as described in Sector 53/658.1		
Residential	_____ Sq.mtrs. x [Rs.62,540/-X 1.05 (added 5% to valuation of flat above 5Th floor) if Applicable] = Rs.65,667 per sq.mt. as prescribed by the ARR,2017	Rs. _____/-
Exclusive right to attached terrace	_____ Sq.mtrs. x Rs. 26,267/- per sq.mt. (being 40% of the prescribed value of Rs.65,667/- per sq.mt., as per ARR,2017)	Rs. _____/-

Exclusive right to use Back to Back covered single sharing car parking space	_____ sq.mt. x Rs.15635/- per sq.mt. (being 25% of the prescribed value of Rs. 62,540/- per sq.mt., as per ARR,2017)	Rs. _____/-
Total prescribed valuation		Rs. _____/-
Total agreed price		Rs. _____/-
Stamp duty (as per Article 25(d) (1) and 25(d) (2) of the Bombay Stamp Act, 1958) on higher amount of the two above.		Rs. _____/-

SCHEDULE I
(Description of the said Property)

All the piece and parcel of land bearing (i) Survey No.39/17B admeasuring area totally admeasuring Hectare 00=25 Are having assessment at Rs. 00.22 Ps., (ii) Survey No. 39/18 total admeasuring Hectare 00=21 Ares, having assessment at Rs. 00.45 Ps. (iii) Survey No.39/18/1 total admeasuring Hectare 00= 21 Ares having assessment at Rs 00.46 Ps. (iv) Survey No.39/19 total admeasuring Hectare 00=24 Ares having assessment at Rs. 00.97, (v) Survey No.39/20 total admeasuring Hectare 00=28 Ares having assessment at Rs. 00.94, (vi) Survey No.39/21 total admeasuring Hectare 00=32 Ares having assessment at Rs. 00.84, (vii) Survey No.39/22 total admeasuring Hectare 00=13 Ares having assessment at Rs. 00.34, (viii) Survey No.39/23 total admeasuring Hectare 00=16 Ares having assessment at Rs. 00.16, (ix) Survey No.39/24

admeasuring Hectare 01=05 Ares having assessment at Rs. 00.94,(x)
Survey No.39/25 admeasuring Hectare 00=52 Ares out of total
admeasuring Hectare 00=23.35 Are having assessment at Rs. 00.69,
totally admeasuring Hector 03=08.35 Ares, (all inclusive of pot kharaba),
out of that area admeasuring 7251.69 deduct under amenity and D.P. Road
Winding and surrender to PMC of pune now balance area is 23583.31 sq.mt
(H 02=35.83Are) situated at Village Ambegaon Budruk Tal. Haveli, Dist. Pune,
within the jurisdiction of Sub Registrar, Haveli, Pune, and bounded as under:

East - DP Road, S.No. 40 and remaining plot.

South- Road,S.No 39/25,26,27,28 & S.No. 43

West - S.No. 39/16,17 Part

North- S.No. 40

Together with all easements, accesses, pathways, ingress, egress, and all other
ancillary and supplementary rights, title, interest & claims thereto.

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**SCHEDULE.II**  
**(Description of the Flat)**

|                      |                                                                                                                                                                               |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Residential Unit No. | _____                                                                                                                                                                         |
| Building No.         | _____                                                                                                                                                                         |
| Floor                | _____                                                                                                                                                                         |
| Area                 | _____ sq.mt. (_____ sq.ft.) Carpet area                                                                                                                                       |
| Exclusive facility   | Attached terrace admeasuring _____ sq.mt.<br>i.e. _____ sq.ft. Carpet area<br><br>Exclusive rights to use covered back to back<br>sharing car parking space admeasuring _____ |

|  |                                                                                                           |
|--|-----------------------------------------------------------------------------------------------------------|
|  | sq.mt. This parking space has been allotted as per clause No.25, as mentioned in agreement to sell above. |
|--|-----------------------------------------------------------------------------------------------------------|

**LOCATION** : the said Property is located on Ambegaon Budruk the City of Pune, as mentioned in Sector No. 53/658.1, prescribed by the Town Planning and valuation department.

**SCHEDULE-III**  
**COMMON AREAS AND FACILITIES FOR ALL PHASES**

- 1. The land and the open space described in the SCHEDULE I above are subject to the right of exclusive use of open spaces and car parking attached or that will be attached to various units.
- 2. The footings, RCC structures and main walls of the building, Staircase column in the building, Amenities mentioned hereinabove, Common drainage, water and electrical lines.
- 3. Common ground water storage tanks and overhead water reservoirs and plumbing machinery, pumps etc,
- 4. Compound walls and gates. Standard Lift for each building.

**RESTRICTED AREAS AND FACILITIES FOR ALL PHASES:**

- 1. Excluding the Common Parking Space, all the remaining parking space at Ground Floor level shall be restricted and the Developer herein shall have exclusive right to allot the same to any accommodation holder in the building or otherwise.
- 2. Adjacent terraces as shown on the Annexure C shall be restricted and shall be for exclusive use of such respective tenement holders.
- 3. The Developer herein shall have exclusive right to convert terraces of the building as per present sanctioned building plan into constructed accommodation/s by using remaining FSI of the said land or by bringing in TDR if any on the said land.
- 4. Top Terrace of the building shall be restricted and the Developer herein Shall have exclusive right to allot the same to the tenement holder in the building, or has a right to use the same for any purpose including as the terrace or to install hoardings/ space for advertisement or for installing or for installing Tower and

cabin for Mobile/WLL Companies on the terms and conditions as the Developer may think fit and proper.

5. Other exclusive and limited common areas and facilities, club house, gym, etc. will be a limited and paid facility only and as decided by the developers.
6. The space being duct is restricted areas and the Developer herein shall have exclusive right to allot the same to the tenement holder in the building for open to sky parking purpose or otherwise.
7. All areas etc. which are not covered under aforesaid head "Common areas and Facilities" are restricted areas and facilities which include, the marginal open spaces, terraces, car-parking's within the said land, Partition walls between the two units and in the building/s which is/are under construction on the said land is reserved and Developers shall have exclusive rights to sale or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space, etc. or to convert the Restricted Area into Common Area or vice-versa.

### **Annexure-D**

#### **SPECIFICATIONS AND AMENITIES FOR ALL PHASES:-**

- 1) Structure: RCC frame structure of superior quality designed for earthquake resistance.
- 2) Masonry: External 5"" and internal 4" fly ash block/brickwork.
- 3) Plaster: Internal walls with Gypsum finish and sand faced cement plaster for external walls.
- 4) Windows: Powder coated aluminum sliding windows with safety grills and marble sill.
- 5) Plumbing: Concealed plumbing with Standard make C.P. fittings in toilets and kitchen.

- 6) Electrification: concealed wiring, Branded switches and telephone point in living room.
- 7) Painting: Internal OBD for the entire flat, external acrylic/ cement paint for the entire building.
- 8) Flooring: 2' x 2' vitrified tiles in all rooms.
- 9) Bathroom: Anti-skid ceramic flooring and dado up to 7' with branded sanitary ware.
- 10) Kitchen: Granite top kitchen platform 8".0 length with SS Sink and glazed/dado up to 2 feet.
- 11) Doors: Main door Decorative entrance door, with Video Door Phone and internal flush door. Door frames will be R.C.C. / M.S type.
- 12) Solar System with single line provision in Bathroom one point only.

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ANNEXURE "A"

TITLE CERTIFICATE

SHRIKANT L. KADAM

(Advocate)

Ganesh Nagari Apartment,

310/311 Navi Peth, Pune- 411030

This is to certify that, I have investigated the Title of the properties which are more particularly described in the Schedule-I written hereunder. I have caused the search to be taken in the Office of Sub-Registrar, Haveli pune, for the last 30 years, from the Index - II Registers, which were made available by the Sub-Registrar, Haveli, Pune. Said M/s. Windsor Shelters, being the Developer have handed over to me original documents which were available for scrutiny and examination. On relying upon the aforesaid documents and registers, I am of the opinion that M/S Windsor Shelters, through its Partners have good, clear

marketable title, free from all encumbrances, charges or claims in respect of Schedule-I properties and M/s. Windsor Shelters have full right to commence construction of Ownership blocks, commonly known as Ownership scheme on said Property. In my opinion thus, there are no restrictive clauses which will obstruct the Developer for sale, mortgaging, leasing or alienating the Schedule-I properties and constructed blocks thereon.

Advocate

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**DECLARATION/ CONSENT**

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

I/we the Purchaser's herein, do hereby accord my consent for the Developer to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said land (described in SCHEDULE.I written herein above) and/or building/s and/or structures on the said land.

I/we the Purchaser herein, further accord my "no objection" for the Pune Municipal Corporation of Pune or any concerned authority to accordingly pass such layout/s or plans, as may be submitted by the Developer.

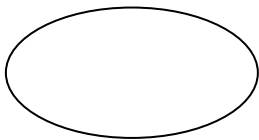
However, the construction of the said Flat agreed to be purchased by me/us shall not be adversely affected.

MR/Mrs.

MRS/Mr.  
(PURCHASER/S)

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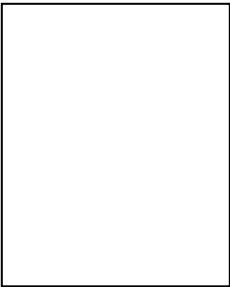
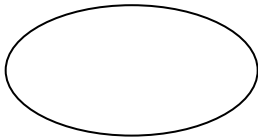
**IN WITNESS WHEREOF THE PARTIES HERETO HAVE UNTO SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THIS DAY AND YEAR
FIRST HEREIN ABOVE MENTIONED.**



PRAMOD MOHANLAL BAFANA

For himself and Power of attorney of said VENDORS, through their duly
constituted attorney being the Developer/owner/developer herein

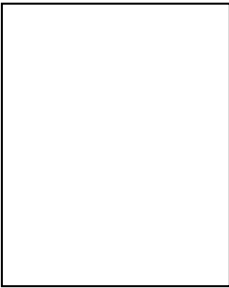
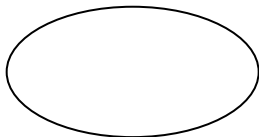
THE PARTY OF THE FIRST PART



MR/Mrs.

(PURCHASER)

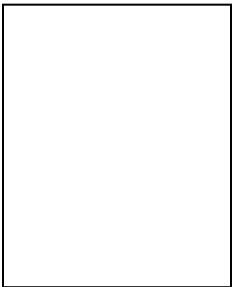
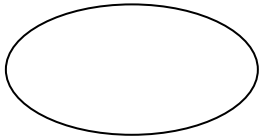
THE PARTY OF THE SECOND PART



MRS/Mr.

(PURCHASER)

THE PARTY OF THE SECOND PART



M/s. WINDSOR SHELTERS
Through its authorized partner
MR. MAHESH TEJRAJ RATHI
Power of attorney of said VENDORS,
(DEVELOPER / OWNER)
THE PARTY OF THE THIRD PART

WITNESS

1.

2.