

AGREEMENT TO SALE

**THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT PUNE ON
THIS --- TH DAY OF -----2022.**

BETWEEN

M/s P G Developers

A Partnership Firm, registered under the Indian Partnership Act, 1932,
having it's Office at : 310, M G Road, Camp, Pune 411001

PAN NO. -----

Through its Partner

1) Mr. Vaibhav Ekanath Markad,
Age – 40, Occupation – Business,
R/at 310, M G Road
Camp, Pune 411001

2) Mr. Vishal Vilas Tambe,
Age – 42, Occupation – Business,
R/at 310, M G Road
Camp, Pune 411001

3) Mr. Kishor Dhondiram Raktate,
Age – 38, Occupation – Business,
R/at 310, M G Road
Camp, Pune 411001

Hereinafter referred to or called as the "**PROMOTER/ BUILDER/
DEVELOPER**".

(which expression shall unless it be repugnant to the context or meaning
thereof be deemed to mean and include the present partners and the
partners from time to time constituting the said firm and their survivors
or survivor and the heirs, executors, administrators and assigns)

PARTY OF THE FIRST PART

AND

1) MR. -----
Age – -----, Occupation – -----
R/at- -----

PAN NO. -----

2) MRS. -----
Age – -----, Occupation – -----
R/at- -----

PAN NO. -----

Hereinafter referred to or called as the "**PURCHASER/S/ALLOTTEE**".
(which expression unless repugnant to the context or meaning thereof shall mean and include the purchaser/s alone and not nominee/assignees but in case of death of the purchaser the said expression shall mean and include his/her/their heirs, executors and administrators)

PARTY OF THE SECOND PART.

AND

- 1) Naseh Mubabashar Meer,**
Age – 61, Occupation – Business,
- 2) Farjana Naseh Meer,**
Age – 55, Occupation – House Wife,
- 3) Muddasar Naseh Meer,**
Age – 39, Occupation – Business,
- 4) Mushabbar Naseh Meer,**
Age – 37 Occupation – Business,
- 5) Majahar Naseh Meer,**
Age – 36, Occupation – Business,
- 6) Mrs. Shahana Faruk Meer,**
Age – 57, Occupation – House Wife,
- 7) Mohammadali Faruk Meer,**
Age – 37 Occupation – Business,
- 8) Umar Faruk Meer,**
Age – 32 Occupation – Business,
- 9) Sameena Firoj Shekh,**
Age – 41 Occupation – House Wife,
- 10) Femina Sameer Shekh,**
Age – 38 Occupation – House Wife,
- 11) Sumayya Mansur Shekh,**
Age – 36 Occupation – House Wife,
- 12) Rabiya Mubin Shekh**
Age – 35 Occupation – House Wife,

**Through its Power of Attorney Holder
M/s P G Developers**

A Partnership Firm, registered under the Indian Partnership Act, 1932,
having it's Office at : 310, M G Road, Camp, Pune 411001

PAN NO. -----

Through its Partner

Mr. Vaibhav Ekanath Markad,
Age – 40, Occupation – Business,
R/at 310, M G Road

Camp, Pune 411001 Hereinafter referred to or called as the "**OWNERS/"CONSENTING PARTY "** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present partners and the partners from time to time

constituting the said firm and their survivors or survivor and the heirs, executors, administrators, and assigns)

----- **PARTY OF THE THIRD PART.**

WHEREAS

1. The land bearing Survey No. 3 Hissa No. 9 total admeasuring 00 H. 07 R situated at Hadpsar, Taluka Haveli, Dist. Pune was originally owned by Bashiru Nisa Meer Mubasar Aalam. The said property was an ancestral property of Bashiru Nisa Meer Mubasar Aalam.
2. Bashiru Nisa Meer Mubasar Aalam died on 01/02/1974 living behind her legal heirs namely 1) Mr. Misabushar Aalam Ajagarali, 2) Faruk Mushabar Meer, 3) Naseh Mushabar Meer, 4) Khurshid Mushabar Meer, 5) Ahamadi Mushabar Meer, 6) Sarvadi Mushabar Meer.
3. 1) Mr. Naseh Mushabar Meer, 2) Mr. Khurshid Mushabar Meer, 3) Mr. Faruk Mushabar Meer has partitioned said property by way of partition deed dated 02/03/2010 the said partition deed is duly registered in the office of the Sub Registrar Haveli No. 6 at serial No. 1900/2010.
4. Mr. Misabushar Aalam Ajagarali died on 13/11/1978 living behind his legal heirs namely 1) Naseh Mushabar Meer, 2) Khurshid Mushabar Meer, 3) Faruk Mushabar Meer died on 19/04/2011 living behind his legal heirs namely 4) Shahan Faruk Meer, 5) Mohmmadali Faruk Meer, 6) Amerali Faruk Meer, 7) Sameena Firoj Shekh, 8) Sakina @ Faimina Sameer Shekh, 9) Sumayya Mansur Saiyyad and 10) Rabiya Mubin Shekh.
5. The name of 1) Naseh Mushabar Meer, 2) Khurshid Mushabar Meer, 3) Faruk Mushabar Meer died on 19/04/2011 living behind his legal heirs namely 4) Shahan Faruk Meer, 5) Mohmmadali Faruk Meer, 6) Amerali Faruk Meer, 7) Sameena Firoj Shekh, 8) Sakina @ Faimina Sameer Shekh, 9) Sumayya Mansur Saiyyad and 10) Rabiya Mubin Shekh are duly entered in 7/12 extract of the said Land by mutation entry No. 47424 as a owners of the said land.
6. Afajali Iqbal Shekh and Akabari Fajal Uddinsayyad has released their share in respect of said land property in favour of Mr. Khurshid Mushabar Meer by way of registered release deed on dated 21/08/2007 and the said release deed is duly registered in the office of the Sub Registrar Haveli No. 6 at serial No. 6552/2007.
7. Ahamadi Mushabar Aalam (Ahamadi Javed Khan) has released her share in respect of said land property in favour of Mr. Khurshid Mushabar Meer by way of registered release deed on dated

15/02/2010 and the said release deed is duly registered in the office of the Sub Registrar Haveli No. 6 at serial No. 1243/2010.

8. Miss. Sarwari Mushabar Meer has released her share in respect of said land property in favour of Mr. Naseh Mushabar Meer by way of registered release deed on dated 02/02/2015 and the said release deed is duly registered in the office of the Sub Registrar Haveli No. 6 at serial No. 1246/2015.
9. Kurshid Mubabashar Meer, Naseh Mubabashar Meer, Mrs. Shahana Faruk Meer, Mohammadali Faruk Meer, Umar Faruk Meer, Sameena Firoj Shekh, Femina Sameer Shekh, Sumayya Mansur Shekh, Rabiya Mubin Shekh are the owners of said property as per the mutation entries and partition deed and release deed mentioned herein above.
10. Naseh Mubabashar Meer, Farjana Naseh Meer, Muddasar Naseh Meer, Mushabbar Naseh Meer, Majahar Naseh Meer, Mrs. Shahana Faruk Meer, Mohammadali Faruk Meer, Umar Faruk Meer, Sameena Firoj Shekh, Femina Sameer Shekh, Sumayya Mansur Shekh, Rabiya Mubin Shekh has given right to develop the said property to **M/s P G Developers** by way of Development Agreement dated 30/12/2014 the said Development Agreement and Power of Attorney registered at the Sub-Registrar Haveli 06 Pune, at Sr. No.1356 and 1357 on dated 06/02/2015.
11. And as per the Development Agreement Dated 30/12/2014 Mr. Naseh Mubabashar Meer and others has well empowered the **M/s P G Developers** a Promoter and Developers with all powers of Development of the said Land including the powers to construct a multi-storied building on the said Land and to sell the Units /Flats to prospective buyers.
12. **M/s P G Developers** a Promoter and Developers is a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at 310, M G Road, Camp, Pune 411001 which was formed and registered by **Shri. Rajnish Maneklal Bhandari, Shri. Anuj Maneklal Bhandari** and others.
13. The said property is in the license possession of **M/s P G Developers** for the purpose of carrying out the development thereof as per the terms and conditions of the above said registered Assignment of Development Agreements and Power of Attorneys.

14. M/s P G Developers prepared building plans and submitted for permission to Pune Municipal Corporation. Pune Municipal Corporation has sanctioned the said building plan under Commencement Certificate No. CC/2231/20 dated 31/03/2021, thereby granted permission for carrying out construction on the part of the said property i.e. S.No. 3/9.
15. From perusal of the documents and entries in the Registers it seems that the respective owners of the said property which are mentioned above have right, title and interest in the said property or any part thereof. Through the registered Development Agreement and Power of Attorney by the said respective owners in favour of **M/s P G Developers**. and hence **M/s P G Developers** have right to carry out the development of the said property by virtue of the above mentioned registered Assignment of Development Agreements and Power of Attorneys. Therefore the owners have incorporated as the consenting Party.
16. The said property is in Residential Zone of the Pune Municipal Corporation and the said property is in the licensed possession of the M/s P G Developers for the purpose of carrying out the development thereof as per the terms and conditions of the above said registered Development Agreement and Power of attorney.
17. The aforesaid Promoters/Developers/Builders have got the absolute right to develop the said property and to construct buildings thereon and to sell Flats/Pent Houses/Shop/Office to be constructed on the said property under development to the prospective purchaser.

AND WHEREAS the Promoters/Developers/Builders has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects; The Promoters/Developers/Builders have entrusted the work to Architect Vaibhav Markad, having his office at 310, M G Road, Camp, Pune 411001, an Architect registered with the Council of Architects.

The Promoters/Developers/Builders have appointed Pradnya Sikachi and Association having their office at H.

o.29, Yashtara Appt, 2nd floor, Mukundnagar, Pune 37 as Structural Engineer for the preparation of the structural designs and drawings of the buildings and the Promoters/ Developers/ Builders

accepted the professional supervisions of the said Architect and the said Structural Engineer till the completion of the said buildings. It is hereby however clarified by the Promoters/ Developers/ Builders that they have right to change the said Architect and/or Structural Engineer and also to appoint any other Architect or Structural Engineer from time to time. However the Promoters/Developers/ Builders assure that the building will be completed under the supervision of a qualified Architect and a qualified Structural Engineer only.

The copy of certificate of title issued by the advocates of the Developers /Builders Shri. M. M. Alhat, Advocate, a copy of the extract of 7/12 showing the nature of the title of the owners and rights of the Promoters/ Developers/ Builders to the said property on which the Flat/Shop/office agreed to be purchased by Purchaser, commencement certificate, specifications and plan have been annexed hereto and marked as Annexures A,B,C,D,E.

The Purchaser demanded from the Promoters/Developers/ Builders and the Promoters/Developers/Builders have given inspection to the Purchaser and Purchaser has seen , Inspected and understood all the documents of title relating to said property through their Advocate, all the terms and conditions of the Development Agreements, Power of Attorneys and Sale Deeds in and between the Promoters/Developers/Builders, Consenting party and the respective Owners of the said property, the contents of the Commencement certificate, N.A. order the plans, designs and specifications prepared by the Promoters /Developers/ Builders/Owners and then only has entered into this agreement with full knowledge of all the terms and conditions contained in the said agreement.

AND WHEREAS the Promoters/Developers/Builders are entitled and enjoined upon to construct buildings on the said Property in accordance with the recitals hereinabove;

AND WHEREAS the Promoters/Developers/Builders is in the possession of the said Property for its development.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoters/Developers/Builders alone has the sole and exclusive right to sell the Flat/Shop/Office/Unit in the said building/s to be constructed by the Promoters/Developers/Builders on the said Property and to enter into Agreement/s with the allottee(s)/s of the

Flat/Shop/Office/Unit to receive the sale price in respect thereof; Prior to making application aforesaid the Purchaser/ Allottee herein represented, assured and declare that he/she/they is/are entitled to and otherwise not debarred or disentitled from acquiring a Flat under provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960) and Urban Land (Ceiling and Regulation) Act, 1976.

Relying upon the said declaration/ application and agreements the Promoters /Developers/Builders agreed to sell the Purchaser/Allottee a Flat/Shop /Office/Unit at the price and on the terms and conditions hereinafter appearing. The owners as well as the consenting party here to have declared and assured that they have received their considerations of their respective development agreement and power of attorney. Hence the owners and the consenting party have no claim with respect to the payment.

AND WHEREAS the Promoters/Developers/Builders has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters /Developers/Builders while developing the said Property and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters/Developers/Builders has accordingly floated the ownership schemes on the said Land under name an style of "IRA ENCLAVE" comprising of various building consisting of Residential units /Commercial. Though Promoters/Developers/Builders herein has rights to develop the said Property, The Promoters /Developers /Builders has decided to carry out constructions, Development in single phases and has identified / earmarked portion out of the project Land as Building and is only subject matter of this agreement, the said project shall be known as "IRA ENCLAVE" herein after referred as said project and herein after

more particularly described in **Schedule I - B** and shown in Annexure attached herein after.

AND WHEREAS Promoters/Developers/Builders have proposed to construct on the said project having 5 floors and 12 numbers of residential units and 7 Shop and 2 Offices of commercial units which is totally 21 units inclusive of residential and commercial units.

AND WHEREAS the Purchaser /Allottee has offered to purchase a Flat / Shop/ Office bearing No. ----- on the ----- floor in the "IRA ENCLAVE" building (hereinafter referred to as "The Said Flat/shop/office") in the said project called "IRA ENCLAVE" (Herein after referred to as "The Said Project") being constructed in the said Project,

AND WHEREAS the carpet area of the said Flat / Shop/ Office is 00.00 square meter (000.00 square ft) (as per circular no. MahaRera/ Secy/ File No. 27/84/2017 dated 14/06/2017, circular No.4/2017 and this area is inclusive of external walls adjoining to balcony / terrace and also including with plaster and skirting thickness), type Residential which is exclusive of Enclosed balcony area admeasuring carpet area 00.00 Sq/m. (00.00 Sq.Ft) and Dry Balcony area admeasuring carpet area 00.00 Sq/m. (00.00 Sq.Ft) and terrace area admeasuring carpet area 00.00 Sq/m. (00.00 Sq.Ft) on ----- Floor in **"IRA ENCLAVE" building** being constructed in the said project **known as "IRA ENCLAVE"** along with closed parking no. 00 Admeasuring carpet area 00.00 Sq.m i.e. Sq.Ft 000.00 in the LowerGround parking.

AND WHEREAS relaying upon the aforesaid Application dated ----- from the Purchaser/ Allottee, Promoters/Developers/Builders has agreed to allot and sell to the purchaser the said unit at the price mentioned herein after and on terms, condition, covenants, stipulations and provision herein after appearing.

AND WHEREAS prior to the execution of these presents the Purchaser / Allottee has paid to the Promoters/Developers/Builders a sum of **Rs. 00,000/- (Rupees ----- Only)**, being part payment of the sale price of the Flat agreed to be sold by the Promoters/Developers/Builders to the Purchaser / Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoters/Developers/Builders both hereby admit and acknowledge) and the Purchaser / Allottee has agreed to pay to the

Promoters/Developers/Builders the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. -----
-----.

AND WHEREAS under section 13 of the Real Estate Regulation and Development Act, 2016, the Promoters/Developers/Builders is required to execute a written Agreement for sale of said Flat/Shop/Office/Unit to the Purchaser /Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS notwithstanding anything stated in any other document / allotment/ Letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit agreed to be sold to the allottee .

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights any financial institutions, fund, registered money lender for which finance has been taken for the said project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect his/her unit in the said project.

AND WHEREAS the parties relying on confirmations, representations and assurances of each other to faithfully abide all the terms, conditions and stipulation contend in this agreement and all applicable laws are now willing to enter in to this agreement on the terms and conditions appearing herein after.

AND WHEREAS that the Allottee has not given any third party any rights to enforce this agreement unless the said unit is transferred to them.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoters/Developers/Builders declare that the said property is free from all encumbrances and charges and the Purchaser on perusal

of independent title search is fully satisfied about the marketable title and rights of the Promoters/ Developers /Builders and Owners in respect of the said building to be constructed. The Promoters/Developers /Builders hereby agree that they shall before handing over possession of the Flat/ Shops/Office/Unit to the Purchaser and in any event before execution of a conveyance of the said Building in favour of the Co.-Op. Society to be formed by the Promoters/Developers/Builders of Flat/Shop /Office/Unit in the building to be constructed on the said Property (hereinafter referred to as "**The Society**") make full and true disclosure of the nature of their title to the said Property and the buildings as well encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and building and shall as far as practicable, ensure that the said Property and buildings are free from all encumbrances and that the Promoters /Developers/Builders have absolute clear and marketable title to the said property and buildings so as to enable them to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said Building/ Phase by the Promoters /Developers/ Builders in favor of the said Society.

2) ALTERATION AND MODIFICATION OF SANCTIONED BUILDING PLANS:

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 Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3) CONSIDERATION AND PAYMENT INSTALLMENTS:

The Purchaser/Allottee hereby agrees to purchase from the Promoters /Developers/Builders and the Promoters/Developers/Builders hereby agrees to sell to the Purchaser Flat/Shop/Office/Unit No. 00000 in "IRA ENCLAVE" Building of the said Project on the said property having carpet area admeasuring about 00.00 Sq.mtrs. (00.00 Sq.ft.) as shown in the floor plan hereto annexed and marked as Annexure "E", for the consideration of Rs. 00,00,000/- including the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly in the schedule – II annexed herewith. (hereinafter referred to as "The Said Unit and

for the convenience hereinafter referred to as " The Said Unit " in this agreement particularly described in the **"Schedule-II"**)

The allottee hereby agrees to purchase from Promoters/Developers /Builders and Promoters/Developers/Builders hereby agrees to sell to the allottee parking space bearing no. 00 situated at **Lower Ground** bearing constructed in the layout for consideration of Rs. 0,00,000/-. Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer.

The total aggregate consideration amount for the said unit including **parking spaces is thus Rs.00,00,000/-** (This is inclusive of expenses of society/ Federation formation, MSEDCL charges and Legal Charges).

which is more particularly shown delineated in red colour boundary line in "Annexure-E", annexed hereto, including common areas and facilities appurtenant to the premises the nature and extent and description of the common/restricted common areas and facilities which are more particularly described in the **"Schedule-III"** hereunder written. The sale of the said unit is on the basis of the carpet area only. The Purchaser consents for the same and is aware that the consideration is lump sum excluding all expenses separately mentioned herein below such as service tax, VAT, GST expenses for stamp duty and registration fees, LBC, any present or future taxes,

cess, charges etc. which shall be paid by the Purchaser separately. The Purchaser is aware that due to skirting and variation in plaster the carpet area may varies, the variation approx. 3%. The carpet area of the said unit is taken as the total area of the flooring measuredbetween wall to wall before plaster and shall include all rooms, kitchen,toilets, passages, enclosed balconies of the Unit , area below doors,and vertical columns etc.

Before the execution and/or along with the execution of these presents the Purchaser has paid to the Promoters/Developers /Builders a sum of Rs.00,000/- (Rupees ----- Only) being part payment of the sale price (Rs00,000/- Paid By NEFT Ref No.----- Drawn On State Bank -----) of the unit agreed to be sold by the Promoters/Developers /Builders to the Purchaser, as booking amount /As earnest money deposit of application fee(the payment and receipt whereof the Promoters/ Developers/ Builders/ do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters/ Developers/ Builders balance of the purchase consideration of Rs. 00,00,000/- (Rupees ----- Only) in the manner hereinafter appearing.

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos_____situated at _____Basement and/or stilt and /or_____podium being constructed in the layout for the consideration of Rs._____/-

The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____Basement and/or stilt and /or_____podium being constructed in the layout for the consideration of Rs._____/-

4) PAYMENT SCHEDULE OF THE FLAT

- | | |
|-----------------|--|
| 1. Rs. 00,000/- | (10%) Amount paid at the time of the Booking of the said unit. |
| 2. Rs. 00,000/- | (20%) to be paid at the time of execution of Agreement. |
| 3. Rs. 00,000/- | (15%) on the completion of the plinth. |
| 4. Rs. 00,000/- | (15 %) on the completion of third slab |
| 5. Rs. 00,000/- | (10%) on the completion of fourth, fifth, |
- (12)

- | | |
|-----------------|--|
| | sixth slab |
| 6. Rs. 00,000/- | (5%) to be paid on the completion of the walls, internal plaster, flooring, Doors, and windows of the said unit. |
| 7. Rs. 00,000/- | (5%) to be paid on the completion of Sanitary fittings, Staircases ,lift wells , lobbies up to the floor level of the said unit. |

- | | |
|------------------|--|
| 8. Rs. 00,000/- | (5 %) to be paid on the completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building in which the said unit is located. |
| 9. Rs. 00,000/- | (10 %) to be paid on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in this agreement of sale of the building in which the said unit is located. |
| 10. Rs. 00,000/- | (5%) balance amount to be paid at the time of over of the possession of the said unit to the Purchaser/Allottee on or after receipt of occupation certificate or completion certificate. |

Rs. 00,00,000/- (100%) TOTAL COST OF THE UNIT

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The payment of any installments if made in advance shall be adjusted to the next installments as mentioned above. No interest shall be paid by The Promoters /Developers/Builders for such advance payments made by the Purchaser/ Allottee or by the Housing finance companies/ bank etc. on behalf of the Purchaser/ Allottee.

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

The Purchaser herein is liable to pay T.D.S. amount upon the said total consideration of the said unit at the time of registration of the

said Agreement as per prevailing rate to the Promoters/Developers/Builders. The purchaser here by agrees and undertake to deposit the TDS deducted by him/her/them in the Government treasury as required under Income Tax act 1961 and furnish proof of payment at the time of payment of respective installment/at the time of registration agreement by issuing TDS Certificate. In event of the purchaser's failure to deduct and pay the Tax as aforesaid, then the purchaser alone will be liable to pay the interest and/or penalty as also for the prosecutions if any as per the provision of the Income Tax act 1961. The purchaser here by indemnify and keep indemnified saved, defended and harmless the Promoters/Developers /Builders in that behalf. Payment by deduction of TDS under this agreement shall be acknowledged/ credited by the Promoters/Developers/Builders, only upon purchaser submitting original TDS certificate and amount mentioned in certificate matching with Income Tax department.

The Purchaser agrees to make payment of above-mentioned payment installments / VAT/ Service Tax / GST/such other levies, statutory charges within 7 days from the date of receipt of the letter/notice in writing given by the Promoters/Developers/Builders to the Purchaser calling upon the Purchaser to make the payment of installments or any other amount due under this agreement in time, is essence of this agreement. (The Total above excludes all types of Taxes)

The purchaser shall make the payment to the Promoters/Developers/ Builders by demand draft or by local cheques or can transfer the amount by online transfer in favour of **"M/s P G Developers (Collection A/c)"** payable at Pune only. If, the purchaser makes the payment by outstation cheques then the date of the payment shall be treated as and when the same is credited to the account of the Promoters/Developers/ Builders and to the extent the same amount is credited by deducting the commission of the bank. Payment of any installments if made, in advance shall be adjusted to the installments as mentioned hereinabove. No interest shall be paid by the

Promoters/ Developers/ Builders for such advance payments made by the purchaser or housing finance companies / banks etc.

The Total consideration Price is escalation-free, save and except escalations /increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters/Developers/ Builders undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters/Developers/ Builders shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser /Allottee, which shall only be applicable on subsequent payments.

5) MODE OF PAYMENT: -

Subject to the terms of the Agreement and The Promoters/Developers /Builders abiding by the construction milestones (not valid in special cases where specific date are mentioned), the Allottee shall make all payments, on demand by The Promoters /Developers/Builders, within the stipulated time as mentioned in the Payment Plan through A/c payee Cheque /demand draft or online payment (as applicable) in favour of **"M/s P GDevelopers (Collection A/c)"** payable at Pune Only.

6) USE OF FSI/TDR/FAR:

The Promoters/Developers/Builders hereby declare that the Floor Space Index available as on date in respect the project is one only and The Promoters/Developers/Builders has plan to utilize TDR as FSI available on payment of premiums or FSI available incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said project.

7) RIGHT OF CONSTRUCTION LOAN :

It is hereby expressly agreed between the parties hereto that the Promoters/ Developers/Builders shall be entitled to borrow construction loan, at his own cost and risk, from any person or party

including any banking / financial institutions and for that purpose to mortgage the said property / building/s and / or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by the Promoters /Developers /Builders before conveyance to the Purchaser.

8) NAME OF THE ENTIRE PROJECT:

The name of the entire project of the said layout i. e. the said property shall always be known as **"IRA ENCLAVE."** There is one society for entire layout i.e. one society for all unit purchasers of building known as ""IRA ENCLAVE Cooperative Housing Society Ltd."" The Purchaser along with other purchasers of units in buildings known as "IRA ENCLAVE" shall join in forming and registering the Society and this project of building and their Society area shall always be known by the name "known as "IRA ENCLAVE".

9) FORMATION OF SOCIETY/ULTIMATE BODY/FEDERATION

To have the maintenance of buildings and common facilities more conveniently, there will be one society of said project, which will be formed by The Promoters/Developers/Builders. The Promoters /Developers/Builders will submit the application to registrar for the registration/formation of the society within Three month from the date on which Fifty One Percent of the total numbers of Allottees in such buildings have booked their Unit and Unless prevented by the circumstances beyond the control of the Promoters/ Developers/Builders/ Owners, it is agreed that the Property described hereinafter in Schedule I along with the building/s constructed or to be constructed) thereon shall be subjected to provision of Maharashtra Apartment Ownership Act 1970/ RERA, and the unit will be conveyed by Promoters/Developers/ Builders/ Owners herein as per provision of Real Estate Regulation Act, 2016.

While formation of the Society, if required by the Promoters /Developers/ Builders/ Owners, the purchaser shall sign all necessary documents, papers for the formation and registration of the society all the Unit purchasers in the buildings shall be duly fill in , sign and return this said documents , application , paper to the Promoters /Developers/ Builders/ Owners within seven days of the same being forwarded by the Promoters/Developers/ Builders/ Owners to the purchaser so as to enable the Promoters/Developers/ Builders/

Owners to register the society. The decision of the Promoters/ Developers/ Builders shall be binding on the Purchaser and the Purchaser shall not take any objection to the same. No objection shall be taken by the purchaser if any changes or modifications are made in the draft of byelaws or the memorandum and /or article of Association, if the same are required to be made by the Promoters/ Developers/ Builders as per their commitments to various persons/ Purchaser or any other competent authority as the case may be. This condition is the essence of the agreement.

9a) **CONVEYANCE: -**

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

There shall be single buildings in the said Property and there shall be only one Society of said building. The Promoters/Developers/Builders will submit the application to registrar for the registration of the society within Three month from the date on which Fifty One Percent of the total numbers of Allottees in such buildings or wing or Phase have booked their Unit. The portion of land admeasuring about 466.66 sq. mtrs out of the said property along with construction of buildings having total 21 units is the subject matter of this deed and of the Society namely **"IRA ENCLAVE"**.

There shall be common areas and facilities in the said project which can be used and maintained by all the purchasers of the buildings and the same are described in the Second Schedule A&B hereunder written. Each unit will have undivided share in the common areas and facilities except the facilities described hereinafter in Schedule II-C.

There are some common facilities which are common to only residential in the said project. And also residential unit will have exclusive rights over Lower Basement parking under building of the said

project.

The Promoters/Developers/Builders/Owners agrees to carry out and execute the conveyance of land admeasuring 466.66 sq. mtrs. out of the said property along with building having total 21 units of the Society "**IRA ENCLAVE**" mentioned in schedule I- B within three month from the date issue of Occupancy certificate / completion certificate.

However, in case the Allottee fails to deposit the stamp duty , registration charges and all others incidental and legal expenses demanded within the period mentioned in the demand letter, the Allottee authorizes The Promoters/Developers/Builders to withhold registration of the conveyance Deed in favour of their respective buildings/societies till full and final settlement of all dues and stamp duty and registration charges to The Promoters/Developers /Builders is made by the Allottee of said buildings/societies.

10) TERMINATION OF AGREEMENT :

Without prejudice to the right of promoter to charge interest in terms of sub clause above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

On the Purchaser committing default in payment (whether before or after the delivery of the possession of the said unit) on the due date of any amount due and payable by the Purchaser to the Promoters /Developers/Builders under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters/ Developers/ Builders shall be entitled at their own option either to recover the amount due along with interest @ prescribed as per Real Estate Regulation and Development Act 2016 and/or also have right to

terminate this agreement.

Provided always that Promoters/Developers/Builders shall give notice of fifteen days in writing to the Purchaser/ Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies the breach or breaches mentioned by the Promoters/Developers/Builders within the period of notice then at the end of such notice period, Promoters /Developers /Builders shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters/Developers/Builders, shall be at liberty to dispose of and sell the unit to such person and at such price as the Promoters/Developers/Builders may in his absolute discretion think fit. The Agreement shall stand terminated at the exaptation of the notice period if purchaser fails to remedy to breach within the notice period. It is hereby made specifically clear that in the

above event of termination, execution and registration of deed of cancellation will not be necessary and the same is agreed and consented by the purchaser/s.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers/Builders shall refund to the Purchaser / Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters /Developers/Builders) within a period of 30 Days of the termination, the installments of sale price of the unit which may till then have been paid by the Allottee to the Promoters/Developers /Builders but the Promoters/Developers/Builders shall not be liable to pay to the Allottee any interest on the amount so refunded.

Provided that the Purchaser is aware that depending upon various promises and assurances given by the purchaser, the Promoters /Developers/Builders has incurred and shall incur the expenditure and will make commitments to the third parties and therefore, in the event of cancellation of the Agreement by the Purchaser for any reason whatsoever, the Promoters/ Developers/ Builders in addition and without predicate to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being cancelled by the Purchaser for any reason whatsoever, the Promoters/Developers/Builders shall be entitled to retain, withhold and forfeit a minimum **amount of 10% of** the total agreed consideration to cover opportunity lost and towards administration and other expenses etc. from and out of the amount until then paid by the Purchaser to the Promoters/ Developers/ Builders and the Promoters /Developers/ Builders shall be liable to repay only the balance amount (if any) from the amount received by the Promoters/ Developers/ Builders. Thus in case of termination of this agreement for any reason, taxes such as stamp duty, registration fee, LBC, LBT, service tax, VAT, GST etc. already paid / reimbursed shall not be refunded by the Promoters/Developers/Builders to the purchaser/s . In case of such termination the Promoters/Developers/Builders shall be entitled to deal with the said unit with any prospective buyer. Delay in issuance of any remainder/s or notices from the

Promoters/Developers/Builders shall not be considered as waiver of the Promoters/Developers/Builders absolute right to terminate this agreement.

Without prejudice to the rights of the Promoters/Developers/Builders under this agreement, the Purchaser agrees to pay to the Promoters/ Developers/ Builders interest as per State Bank Of India highest marginal cost of lending rate plus 2 % per annum on all the amounts which become due and payable by the Purchaser to the Developers / Builders under the terms of this agreement from the date the said amount is due and payable by the Purchaser to the Promoters /Developers/Builders.

The purchaser even otherwise agrees for execution and registration of cancellation deed immediately. If the said deed of cancellation is not executed and registered by the purchaser, the Promoters/ Developers/ Builders shall have right to execute and register the deed of cancellation from its side by executing and registering the declaration and same will be binding on the purchaser. If the Promoters /Developers/Builders does not execute deed of cancellation even then this agreement will deemed to be cancelled. The Purchaser will have right only on remaining amount and that also after deducting amount payable as per the terms of the agreement. Except this amount the purchaser will have no right on the said flat/ unit/ shop nor purchaser/s claims any right on the same in future also and purchaser herewith agrees for the same.

If the purchaser has taken loan from any bank, financial company, institute, etc. then in case of termination or cancellation of the said unit by Promoters /Developers /Builders, the consent from the said bank, financial company, institute, etc. for resale of the said unit will not be required subject to that the loan amount which has been disbursed from the financial company to the promoter shall be paid by the Promoters/Developers/Builders (without any interest or penalty thereon), to the bank, financial company, institute, etc. directly after receiving the sale amount from the new purchaser and after deducting the amount as mentioned in the agreement towards loss, damage, administration charges, interest on delayed payment etc. (10% of the sale amount). The unit purchaser shall make aware of this clause to the financial company by separate letter. In case of the cancellation of

the said unit.

Promoters/Developers/Builders at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoters/Developers /Builders shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoters/ Developers /Builders has opted not to terminate the agreement, the Promoters /Developers/Builders shall not be liable to refund the amount. Also, the Promoters/Developers/Builders may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoters /Developers/Builders receives concrete offer for re-sale of the unit so that after termination Promoters/Developers/Builders will be able to execute the agreement with the new purchaser/s.

11) FIXTURES, FITTINGS AND AMENITIES :

The fixtures, fittings and amenities to be provided by the Promoters /Developers/ Builders in the residential Unit are those that are set out in "Annexure -D" and for commercial unit that are set out in "Annexure -D-I" annexed hereto. The purchaser agrees not to demand any changes in the plan or specifications of the said unit annexed herewith. Promoters/ Developers/ Builders shall not refund any amount for deleting any items of specifications and amenities on request of the purchaser/s.

12) COVENANT TO SALE :

The said Unit is agreed to be sold subject to:

- a) Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said property.
- b) Any relevant and necessary covenants as may be stipulated by the Promoters/Developers/Builders for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the

benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said property.

- c) All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Developers/Builders shall not be required to show the creation of or define or apportion any burden, hereof.
- d) All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoters/ Developers/ Builders, that is the said Order/s passed under the Ceiling Act, Order of layout and / or sub-division relating to the said land, Order of conversion, any other orders relating to the said property and all terms and conditions stipulated by the Promoters /Developers/Builders in respect of the common areas and facilities and amenities to be provided for the benefits of the said property.
- e) Provided that the Promoters/Developers/Builders does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser in respect of the said flat/shop/office, the Promoter shall be liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.
- f) The Promoters/Developers/Builders shall be entitled to allot byway of lease or license any portion of the said property to any Government / Semi Government / Local authority / MSDDL. 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 shall not be entitled to raise any objection or grievance about the same.

13) DELIVERY OF POSSESSION:

The Promoter shall give possession of the Apartment to the Allottee on or before..... day of20_. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account

of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

The Purchaser shall pay all necessary amounts, advances, deposits, service tax, VAT, GST etc. and other dues under this agreement and take possession of the said Unit within 15 days from intimation by the Promoters /Developers/Builders. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said unit, without any reasonable cause, the Promoters/ Developers/ Builders shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of fifteen days, to terminate the said agreement and sell the said flat/pent house/shop to any other person entirely at the risk as to cost and consequences of the Purchaser.

13a) Schedule for possession of the Common amenities:-

The Promoters/Developers/Builders here is developing the said Property which consists of various buildings/ phases having common amenities like club house, landscape garden etc. the construction/ development of the said common amenities mentioned herein after in schedule II-C will be completed in due course only after completion of constructions of the project on the said land. The Promoters /Developers/Builders, assures to hand over possession of the said common amenities mentioned in schedule II- C on or before 30 /04/2023. The Allottee/s herein agrees and convey that he/she/they shall not be entitle to refuse to take the possession of the said Unit on the ground of non-completion of aforesaid common amenities.

That the allottees further agree that even where „substantial completion“ of works has been done and after receiving OC/ Completion Certificate from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if The Promoters /Developers/Builders is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against The Promoters /Developers /Builders.

14) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANING AUTHORITY:

The Promoters/Developers/Builders hereby agrees to observe, perform and comply with all the terms, conditions stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoters/Developers/Builders shall before handing over possession of the said Unit to Allottee/s herein, obtain from the concerned planning /local authority / development controlling authority occupations and /or completion certificate in respect of the said Unit. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Unit until the completion certificate is received from the local authority and the allottee has paid all dues payable under this agreement in respect of the said Unit to The Promoters/Developers/Builders and has paid the necessary maintenance amount /deposit, service tax, vat, GST and other taxes payable under this agreement of the said Unit to The Promoters/Developers/Builders.

However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building/phase/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building /phase /wing done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves The Promoters /Developers /Builders from the same liability and specifically consent

that on such act done, he shall waive his right to enforce the defect liability on and towards The Promoters /Developers /Builders.

15) DEFECT LIABILITY :

The Purchaser shall do all things that are necessary for getting the conveyance executed and shall take possession within a period of 15 days of the Promoters/Developers/Builders giving a written notice to the Unit Purchaser intimating that the Unit is ready for use and occupation.

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

Provided however, it is agreed that the Purchaser shall not carry out any alterations of whatsoever nature in the said Unit or in the fittings thereon in particular. It is also further agreed that the Purchaser shall not make any alterations in any of the walls, fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters

/Developers /Builders, the defect liability automatically shall become void. In case the Purchaser demands in writing any changes, additions, alterations in the construction amenities or facilities in excess of construction amenities and facilities shown in the "**Annexure-D or Annexure-D-I**" the Promoters /Developers/ Builders in their absolute discretion may do so, provided the Purchaser pays in advance the additional amount demanded by the Promoters/Developers/Builders for providing such additions, alterations, changes in the construction amenity or facility. The decision of the Promoters/Developers /Builders regarding the price of such additions, alterations, modifications, changes etc. shall be final and the Unit purchaser shall not raise any objection or dispute in this respect. The Purchaser/s shall not damage, take support of any RCC members like RCC column, RCC beams or RCC slabs or make changestherein or affect the same in any manner. The Purchaser specifically agrees not to undertake any addition or alteration. The Purchaser also agrees not to change or alter position of the signage. No encroachment on atrium / passage / stair / etc. will be

allowed. The Purchaser shall occupy / display his materials, within boundaries of his/ her Unit only. On no account goods are to over flow on common areas.

16) MEASUREMENT OF THE CARPET OF SAID UNIT:

The Promoters/Developers/Builders shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is completed, and the completion certificate is granted by the competent authority, by furnishing the details the changes, if any, in the carpet area subject to a variations cap of three percent. The total price payable for the carpet area recalculated upon the confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit, then the Promoters/Developers/Builders shall refund the excess moneypaid by Allottee within 45 days with annual interest at the ratespecified in the rules, from the date when such an excess amount waspaid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters /Developers/Builders shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per sq. mtrs. as agreed in this agreement. That in such case, the parties hereto agree that a nominated surveyor / architectas an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

17) USE OF THE SAID UNIT:

The Purchaser intends to use the said Unit for purpose of residence/ commercial only. The Purchaser may use the Unit for any other lawful purpose, which may be permitted by the Government Authority or any other competent authority from time to time.

18) RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters/Developers/Builders has the exclusive right of allotment of the different parking spaces, garages, gardens or terraces or open spaces to one or more person/s of their choice, and such person/s may be the owners or holders of unit. In case such persons to whom such terraces, parking spaces, garage/s, garden/s or open space/s are allotted shall be admitted as Members of the Society. It is hereby agreed that the areas mentioned in "**Schedule-II**" shall be the common areas and facilities and the Promoters/ Developers/ Builders shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off / allot other areas and facilities in such manner as the Promoters/ Developers/ Builders thinks fit.

The Purchaser shall not raise any objection in the matter of allotment or sale or remaining unit etc. in the said property on the

ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchasers shall have no claim save and except in respect of the said unit hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule-II herein below will remain the property of the Promoters/Developers/Builders until the said property and building/s is/are transferred to the society. Significant risks and rewards of ownership and effective control of Unit shall be deemed to have been transferred on delivery of possession through ownership and effective control of scheme shall remain with Promoters/Developers/Builders.

The Promoters/Developers/Builders may allow display of advertisement and/or hoarding sites/neon signs, or allow erection of antennae or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

19) TAXES AND OTHER LEVIES :

If at any time, after execution of this agreement the Central Government / State Government / Local Authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power, etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, GST, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said flat /shop/office or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoters/Developers/Builders then reimbursed) by the Purchaser. The Purchaser hereby indemnifiesthe Promoters/Developers /Builders from all such levies, cost and consequences.

The parties hereto understand that there is some ambiguity relating to the payment of Service Tax / Value Added Tax (VAT) /GST related to the transaction in this agreement, it is, however, agreed

that the liability and responsibility to pay such Service Tax / VAT/ GST, penalties and interest thereon etc., shall solely be on the Purchaser. The Promoters/Developers/Builders/Owners shall not be liable and / or responsible for payment thereof. In the event, however if the Promoters/Developers/Builders/Owners is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoters/ Developers/ Builders/Owners together with penalty (if any) and interest from the date of payment by the Promoters/ Developers/ Builders/ Owners. It is agreed that the Promoters/Developers/ Builders/Owners shall have the right to claim such amount along with other claims of compensation/ losses/ burden undergone / undertaken by him. It is further agreed that there shall always be a charge / lien on the said Unit in favour of the Promoters/ Developers/ Builders/ Owners against the amount payable by the Purchaser to the Promoters/ Developers/ Builders/ Owners towards the Service Tax / VAT,GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc. relating to this transaction.

The amount of service Tax payable with the respective installment is calculated on basics of service Tax applicable under Finance act 2015. The amount of service Tax shall be subject to revision as per the applicable rate of service Tax for the relevant installments. It is further agreed by the purchaser that, the purchaser shall beforetaking the possession the said Unit pay the requisite amount of VAT/Service /TDS and any others Tax (If applicable) with interestand penalty if any on the said Taxes for construction /sale of the Unit by Promoters /Developers/Builders/Owners.

In addition to the above, the purchaser further agrees to pay goods and Service Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of said flat/unit/shop/office by Promoters/ Developers/ Builders/Owners to purchaser.

The purchaser will not be entitled to possession of said Unit unless all the Taxes are paid by him / her /them to the satisfaction of the Promoters / Developers/ Builders as per statutory provision at the time of possession the said Unit.

The Purchaser hereby agrees that in the event of any amount becoming due and payable to the State Government and/or Central Government and/or Maharashtra State Electricity Distribution Co. Ltd. and/or any other authority by way of premium, transformer charges, betterment charges, development charges and deposits, or any payments of similar or other nature including borewell & pumps if required, in respect of the said property and/or building to be constructed thereon the proportionate share of the Purchaser in respect of the said amount shall be paid forthwith by the Purchaser to the Promoters/ Developers/ Builders. The Purchaser further agrees that the decision of the Developers / Builders in respect of the proportionate share of the Purchaser in the said amount shall be final and binding upon the Purchaser. The Purchaser further agrees not to raise any dispute about the same. In case of imposition of any tax/premium by any government, local authority or any other Competent Authority for the activities to be carried out as per the terms of this agreement the same shall be borne by all the Purchasers in the said building in proportion to the area of the unit agreed to be purchased or in proportion to the price of the unit to be purchased. And in determining the criteria of proportion and also proportionate amount the decision of the Promoters/Developers/Builders shall be final and binding on the Purchaser. The Purchaser hereby agrees to pay at the rate of tax made applicable from time to time on the total amount payable under the Agreement towards sales tax payable as per Maharashtra Sales Tax. The said amount shall be paid by the Purchaser to the Promoters/Developers/Builders before handing over of possession of the unit by the Promoters/Developers /Builders to the Purchaser.

If, the Central Government or State Government imposes / levies any current or future taxes on going project , future project such as Service Tax, VAT, GST or any other such taxes / charges to be paid on the sale of this unit etc., then the Purchaser hereby agrees and undertakes to pay such taxes or charges on the demand made by the Promoters/Developers/Builders. The Purchaser hereby agrees to keep a lien of such amount on the said unit etc. till he/she pays the entire amount as demanded by the Promoters/Developers/Builders.

Allottees wef 1st July 2017 will have to pay 12% as GST on their balance payments as against VAT+ Service Tax of the Old Regime Pre 1st July 2017 for all existing Allottees who have purchased Unit prior to 01/07/2017, the final amount of relief on as per Sq.ft. basis shall be calculated at the end of the project, wherein the estimated final amount, best upon the estimated Pro- Rata input Credit , shall be paid to them at the time of possession. the prices mentioned as in the Allotment letter and the Agreement for Sale for customers booking after 01/07/2017 are inclusive of the additional costs in accordance with RERA and also accounts for the benefits vide computation of Input Credit TAX and the Promoter are under No obligations to make any concessions in the above agreed price.

20) MAINTENANCE:

The Promoters/ Developers/ Builders have decided to carryout development of four buildings in the said project namely **"IRA ENCLAVE"** There shall be common areas and facilities which are described in the III Schedule hereunder written. Society will be the owner of the property along with the said buildings more particularly described hereinafter in Schedule I-B and the common areas and facilities after the conveyance of the said four buildings in favour of the said Society.

Though Promoters/ Developers/ Builders herein has right to develop the said property, the Promoters/ Developers/ Builders has decided to carry out development in phases and accordingly, portion identified as Phase/ project described herein after in schedule I – B is only subject of this agreement and the same is more particularly described in Schedule-I(B) hereunder written. All purchasers in the entire layout shall have free access in all phases.

There are three residential buildings, one commercial buildings and one MHADA building in the said entire layout project "Vaastu Viva". There are some common facilities / areas provided by the Promoters /Developers/Builders for all the Purchasers of all the buildings of the said project namely for the buildings no. A, B, C, D but, certain facilities provided by the Promoters/Developers /Builders which are specifically mentioned hereunder Schedule-II-C which will be used only by the unit purchasers of the residential buildings. Accordingly, it is a liability of Society to maintain the Society as well as the common

facilities of Society mentioned in schedule- II-A and B, so also, it is the responsibility of all unit purchasers of three residential buildings to contribute separately for maintenance of the facilities mentioned hereunder Schedule-II-C and also for maintenance of the Lower Basement Parking. There are two open spaces in the said project. There are **two gates** for the said project to access. All the Societies in the said entire project will have right to access the same. Each and every purchaser shall use only his/ her allotted Car Parking and he/she will not claim in the Car park other than his/her allotted Car park. The maintenance of said car parking area shall be bourn by Society.

As stated above for the purpose of organized maintenance of the property mentioned in **Schedule I** and common areas and facilities common among all the buildings including open space, transformers, internal roads, water tanks, rain water harvesting pits, genset, pump rooms, OWC, environment charges, Firefighting system, STP if any etc., a society will be formed by all the unit purchasers.

There are some common facilities provided by The Promoters/ Developers/ Builders to the residential unit purchasers which are mentioned herein below in schedule II-C. The usages and accessibility of the common facilities mentioned in schedule II-C are only for the residential unit purchasers only, no purchasers/Allottee of commercial building. After handing over all units to the society, society will be liable to maintain their respective STP plant, Genset, Firefightingsystem and liable to pay the charges towards environment department if any to maintain its certificates. The Promoters/Developers/Builders will not be held responsible or liable for any charges towards maintenance of STP plant, Genset, Firefighting system and environment certificate. As STP is common to Residential and Commercial buildings, so the members of Commercial Unit will liable to pay maintenance for STP.

Commencing a week after notice in writing is given by the Promoters/ Developers/ Builders to the Purchaser that the unit is ready for use and occupation the Purchaser shall be liable to bear and pay from the date of completion certificate, irrespective of date of possession all the taxes of the premises and also the proportionate share (i.e. in proportion to the floor area of the unit) of common

outgoings in respect of the property and buildings, namely taxes, betterment charges or such other levies by the Collector of Pune or Pune Municipal Corporation or any other competent authority and/or Government, water charges, N.A. taxes, insurance premium, common lights, repair and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary for incidental to the management and maintenance of the property mentioned in **Schedule I** and buildings.

Until the formation of the Society is formed and buildings transferred to it, the Purchaser shall pay to the Promoters/Developers/ Builders such proportionate share of outgoings as may be determined. The Purchaser shall pay maintenance charges towards "Annual Maintenance Charges" excluding the service tax/GST/any other tax if any, from the date of intimation, which is to be paid by the Purchaser in advance to the Promoters/Developers/Builders amounting to **Rs. 00,000/-** at the time of possession which will be deposited to the separate bank account towards the maintenance. Subsequently, the Promoters/Developers /Builders shall raise the maintenance charges at the rate of 10% or more per year as may be decided by the Promoters /Developers/ Builders till handing over the said maintenance work to the Society to be formed. The amounts so paid by the Purchaser to the Promoters/ Developers/Builders shall not carry any interest and remain with the Promoters/ Developers/ Builders until the Deed of Conveyance is executed in favour of the Society. The said advance shall be utilized only for the common maintenance of the society i.e. common security, common electricity, maintenance of common lift and pumps common and cleaning.

The members of the residential buildings will also be liable to pay the maintenance for the facilities provided by the Promoters/ Developers/ Builders which are mentioned hereinafter in Schedule-III and the open space specified hereinabove to Promoters/ Developers/ Builders until society is formed.

It is specifically agreed between the parties hereto that after completion of the individual building/ society, the Society be registered / formed, even then for the unsold premises/ units the Developer / Builder herein shall not be liable or required to contribute

towards the common expenses or maintenance charges or any amount under any head. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

It is also agreed by and between the parties that, the Purchaser shall not hold responsible the Promoters/Developers/Builders, if any one or more unit holders, makes default in payment of the maintenance charges to the Promoters /Developers/Builders and due to that the maintenance of the said proposed building is hampered. It is also agreed between the parties that it is the bounded duty of all the members to maintain the society. Each and every purchaser shall use only his / her allotted Parking and he/she will not claim in the parking space other than his/her allotted parking space. The maintenance of said parking area shall be borne by the respective Unit Owners.

The Developers / Builders shall maintain the building/society subject to the above terms till the formation and handing over of all the four buildings along with common amenities and facilities to the society.

It is agreed between the Promoters/Developers/Builders and the Purchaser that if one or more of such unit is not taken or acquired by any other persons other than the Promoters/Developers/Builders at the time of the conveyance of the property including building to be constructed on the plot of property is executed by the Promoters/ Developers/ Builders as hereinafter provided, the Promoters/ Developers/ Builders shall be deemed to be owners thereof until such unit is not sold by him and shall have all the rights to dispose of unsold units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold units the Promoters/ Developers/ Builders or Owner herein shall and 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 the common expenses in respect of the unsold units.

In the event of the formation of the society being formed and before the execution of conveyance in favour of the said Society by the Promoters /Developers/ Builders/ Consenting Party as mentioned in this agreement and before the sale and disposal of all the units

in the said society, the powers and authorities of the society, formed shall always be subject to the rights of the Promoters /Developers/Builders herein provided in this agreement and also subject to overall control and supervision of the Promoters/Developers / Builders in respect of any of the matter concerning the said property and building, construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters/ Developers/ Builders shall have absolute authority and control as regards the unsold units in the said building/society (including the Unit in respect of which the booking agreements are cancelled and/or terminated by the Promoters/Developers/Builders for any reason and at any stage) and the Promoters/Developers/Builders shall be entitled to sell or otherwise dispose of the same in any manner and on such terms and conditions and to such persons as the Promoters

/Developers/Builders may in his absolute discretion deem fit and proper. The Society shall be bound to accept without payment of any consideration, premium or transfer fee of such unsold units as its members as per the instruction of the Promoters/Developers/Builders.

It is specifically agreed between the Parties that even if the Society is formed and registered and conveyance completed, the Promoters /Developers /Builders and the consenting party shall and will not be liable or required to pay any transfer fee entrance fee, or any fee or charges under any head and also shall and 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 units. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession. The Promoters/Developers/Builders will bear the municipal assessment, if any payable and nothing else.

21) CONDITIONS FOR MAINTENANCE:

The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Promoters/Developers/Builders as follows;

- a) To maintain the Unit at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffered to be done anything in or to the building in which the Unit is situated, staircase or any passages which may

be against the rules, regulations or any other authority or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof.

- b) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the building in which the Unit is situated or storing of which goods, is objected to by the Collector or Pune Municipal Corporation or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or cause to damage the staircase common passages or any other structure of the building in which the Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- c) To carry at his own cost all internal repairs to the said Unit and maintain the Unit in the same conditions, state and order in which it was delivered by the Promoters/Developers/Builders to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be against the rules and regulations and bye-laws of the Government or Collectorate of Pune or Pune Municipal Corporation and/or any other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the Collectorate of Pune or Pune Municipal Corporation and/or any other public authority.
- d) Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the sewers, drains, pipes in the Unit and appurtenances thereto in good tenable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage to

columns, beams, walls, slabs or R.C.C. parts or other structural members in the Unit without the prior written permission of the Promoters/Developers/Builders and/or the Society.

- e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property or the building in which the Unit is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said property or the building in which the Unit is situated.
- g) Pay to the Promoters/Developers/Builders within seven days of demand by the Promoters/Developers/Builders his share of security deposit demanded by the Collector/ Pune Municipal Corporation and/or any other authority and or Government for giving water, electricity or any other service connection to the building in which the Unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the Collector of Pune and/or Government and/or Pune Municipal Corporation and/or other public authority, on account of change of user of the Unit by the Purchaser viz. user for any purpose other than for residential /commercial purpose.
- i) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of his Agreement or part with the possession of the Unit until all the dues payable by the Purchaser to the Promoters /Developers /Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters /Developers/Builders, about his intention of transfer; Promoters /Developers/Builders discretion regarding the said transfer fees will be final from time to time.
- j) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said

building and the Unit therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the Society and Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down regarding the occupation and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) Till a conveyance of building in which Unit is situated is executed the Purchaser shall permit the Promoters/Developers/Builders and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and condition thereof.
- l) It is specifically understood that the matters related to service providers such as security services, managerial services and other service appointed by the Promoters/Developers/Builders for the Society is entirely the responsibility and liability of the society.
- m) The Society has to handle all the financial and other matters with such service providers and the Promoters/Developers/ Builders shall not be financially liable towards the Society and/or the service providers.
- n) The areas described in the "**Schedule-III**" hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser"s. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of that Society and the same shall be for the common use for of all the Unit purchasers.
- o) Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said property or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Society.
- p) The Purchaser should take a prior permission from Promoters /Developers /Builders before letting out his Unit on rental basis or

after the formation of the Society the Purchaser should take a prior permission from the said Society before letting out his/her Unit on rental basis. The Purchaser is also under obligation to verify the person/s from Police to whom he/she/they is/are letting out his/her/their Unit on rental basis and the said Police Verification Certificate should be submitted to the office of Developer / Builder/ Promoter or to the office of Society.

22) WAIVER NOT A LIMITATION TO ENFORCE :

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

23) SPECIAL COVENANT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Developers /Builders/ Promoter until the said property and building is transferred to the Society hereinbefore mentioned.

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

It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Unit in the said building, if any, shall belong exclusively to the respective unit purchaser/s of the Terrace Unit and such terrace

spaces are intended for the exclusive use of the respective unit purchasers of the terrace Unit. The said terrace shall not be enclosed by the unit purchaser/s.

That the terrace space above the said building / Unit, if allotted by the Promoters/Developers/Builders at their discretion shall not be a common area but shall belong exclusively to the Builders & Developers or to the Unit purchaser/s of the Unit to whom the same will be allotted by the Promoters /Developers /Builders as per Promoters/ Developers/ Builders discretion and the said terrace space is intended for exclusive use of the said Unit purchaser/s. The said terrace shall not be enclosed by the said Unit purchaser/s.

After the possession of the Unit / premises / building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser in co-operation with the Purchasers of the other units in the said building at their own costs and the Promoters/Developers/Builders shall not be in any manner liable or responsible for the same.

The Purchaser undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser herein under any law and rules in force in any time, the same shall be produced by the Purchaser herein within the stipulated time.

The Promoters/Developers/Builders hereby will provide the common amenities, which are mentioned hereinafter. But, the Purchaser herein is under the obligation to use the said facility by obeying all the rules and regulations related to such a facilities.

24) REGISTRATION:

The Purchaser undertakes to pay the stamp duty, registration charges or any other miscellaneous expenses required for completion of the document, besides the consideration as mentioned in Clause (3) hereinbefore.

The Purchaser shall present this agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters/Developers/Builders will attend such office and admit execution thereof.

On the completion of the said building and on formation and registration of the Society of various Purchasers in the said buildings and on completion of all other formalities for executing a conveyance of the said property and building thereon in favour of the Society the Promoters/ Developers/Builders shall demand in writing the Purchaser's share in stamp duty, registration charges and all other incidental expenses and charges, if any on conveyance, and/or any other document and/or instrument of transfer in respect of the said property and buildings thereon to be executed in favour of the society as hereinabove mentioned, within seven days from the date of the receipt of the notice the Purchaser shall deposit the above said sums with the Promoters/Developers /Builders without raising any objection of whatsoever nature about the same. On receipt of the aforesaid sums from all the Purchasers in the said Scheme the Promoters /Developers/Builders shall as early as possible execute the necessary conveyance and/or document and/or instrument of transfer mentioned in clause (9) hereinabove.

The Purchaser hereby agrees to bear and pay the stamp duty, registration charges and all other incidental expenses and charges in respect of this agreement, payment, and receipt executed in pursuance of this agreement. The Promoters/ Developers/Builders shall not be responsible for payment of proper stamp duty and registration charges in respect of this agreement and/or any receipt or paper or document or deed executed in pursuance of this agreement.

25) RESTRICTIONS ON PURCHASERS:

The Purchaser agrees that he/she shall not be entitled to raise any objection to the occupiers of the other Unit in the said building to carry on any business and/or trade and/or profession and/or vocation or any other use of the other portion or part thereof of the property as has been or will be permitted by law of the Municipal Corporation, Government or any other Competent Authority.

The Promoters/ Developers/ Builders are solely entitled to the amenity plot of the said project / said layout for his own purpose. The Unit Purchaser shall not object to the Promoters/ Developers/ Builders for developing, selling or making any changes in the said amenity plot.

And whereas the Unit Purchaser agrees that the Promoters/ Developers/ Builders is entitled to acquire TDR and use the FSI of the same in the building/s complex proposed to be constructed or existing building / s and deal with and dispose of the same for its benefits. The Unit Purchaser further agrees that for the said purpose the Promoters/ Developers/ Builders is entitled to amend, to alter and to modify the

building/ s plans with or without modifications as and when Promoters/ Developers/ Builders feels necessary as per the provisions mentioned in RERA act.

The Specifications of the Residential Units in the building and the fixtures, fittings and the amenities to be provided by the Promoters /Developers /Builders to the said Unit and to the said building are described in the **"Annexure-D and Annexure-D-I respectively"** given herein below and the Unit Purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Promoters/Developers/Builders as per the request of the Unit

Purchaser, the Unit Purchaser shall be bound to pay the extra price for such additions as per the bills of the Promoters /Developers

/Builders. The bills raised by Promoters /Developers /Builders shall be final. The Promoters/ Developers/Builders shall be entitled to allot or grant rights of exclusive use of all or any of the limited/restricted common areas and facility to any of the Unit Purchaser as the Promoters/Developers/Builders may determine and such area of facility so reserved for exclusive use by such Unit purchaser shall be restricted facility and area for the said Unit Purchasers and shall be available for use and enjoyment to the concerned flat Purchaser to the exclusion of the other Unit Purchaser.

The Purchaser agrees that the Promoters/Developers/Builders shall be entitled to provide open space and or any part of the building to the M.S.E.D.C.L. for installation of Transformer or for any other purpose on such terms and conditions as the Promoters/Developers/Builders may in his absolute discretion think fit and the Purchaser shall not be entitled to raise any objection for the same on the ground of inconvenience, annoyance, safety or on any other ground and the Purchaser shall also not be entitled to any consideration, compensation, premium, damages, etc. for the same. The Purchaser agrees to give no objection certificate for the same if required by the concerned authority. Proportionate share of expenses/ deposit for transformer and electric meter shall be borne by Purchaser.

Due to any reason if the electrical work is delayed and proper supply is not available to the Unit Purchaser, in the interim period for the Unit Purchasers convenience a few temporary or permanent meters will be availed for which the Purchaser shall have no complaints.

The Purchaser hereby agrees that the certificate of any Architect of the Promoters/Developers/Builders regarding the quality of construction and of specifications of the Unit and the building shall be binding upon him/her and the Purchaser shall not be entitled to raise any dispute about the same.

The Promoters/Developers/Builders herein is constructing building/s on the remaining portion of the said property 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 on construction of commercial / residential complex.

The Unit Purchaser/s consents and authorizes the Promoters /Developers /Builders to utility and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme/buildings as and when they require to do so for carrying on further development.

The Promoters/Developers/Builders has made it clear to the Unit Purchaser/s that the Pune Municipal Corporation has sanctioned the building plans on the condition that the Pune Municipal Corporation will not be liable/responsible to provide water supply in the said scheme/project. The Promoters /Developers/Builders undertakes and assures to provide water supply from other resources as per availability, till handing over the possession of the Unit to the purchaser/s at the cost of the purchaser/s till the said scheme / building / project is completed and handed over to the Society. After the possession is handed over to the Unit purchaser/s or to the Society if Pune Municipal Corporation does not provide water to the Unit Purchaser/s of the society in the project or scheme, in that case the Unit purchaser/s, Association will make their own arrangement for water at their own cost. The Unit Purchaser/s also declare and undertake to bring water from any source at their own cost and also undertake not to hold responsible in any way the Promoters/ Developers/ Builders for the water supply.

The Promoters/Developers/Builders has made it clear to the Unit purchaser/s that after getting all the necessary NOC"s and completion of work of building/s of the project, the Promoters/Developers/Builders will file an application to the Appropriate Authority of Pune Municipal Corporation for completion of the building/s. But, the Promoters/ Developers/ Builders will not be held liable if, there is delay for getting the said Completion Certificate from Pune Municipal Corporation.

Provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises, the Promoters /Developers /Builders/Owners shall be at liberty to sell, assign transfer or otherwise deal with his right, title, and interest in the said property and/or in the building thereon.

26) COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

27) SEPARATE ACCOUNT FOR SUMS RECEIVED:

The Promoters/Developers/Builders shall maintain a separate account in respect of sum received by Promoters/Developers/Builders from the Allottee/s towards total consideration of the said Units and as advance or deposit, sum received on account of the share capital the formation of Co-operative society that may be formed towards the outgoings, legal charges etc.

Provided that Promoters/Developers/Builders shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

28) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Allottee hereby agree to purchase the Flat/Shop/Office/Unit on the specific understanding that his / her right is to only to the use and unless specifically allotted (limited) common areas/facilities, the use of the common areas/ amenities shall be subject to timely of total maintenance charges, as determine and there after billed by the maintenance agencies appointed or the association of the Allottee/s or the maintenance agency appointed by it and performance by the Allottee/s of all his /her obligation in respect of the terms and conditions specified by maintenance agency or the association of Allottee/s from time to time. That the list of things that would be covered under the maintenance head is clearly stated and which the Allottee/s has expressly agreed to pay for.

29) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /SUBSEQUENT ALLOTTEES:

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

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall nether object to any such proceedings of land

acquisition undertaken by a government agency including any compensation / benefit given to The Promoters/Developers /Builders in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to The Promoters /Developers /Builders for the same; save and except his right to enjoy and use the unit purchased by him and any other rights given by The Promoters/Developers/Builders to the allottee for which consideration has been dispensed.

30) SERVICES OF NOTICES :

All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser, Under Certificate of Posting/By Courier at his/her/their address specified hereinabove.

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

31) Dispute Resolution:

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

32) ENTIRE AGREEMENT AND RIGHT TO AMEND

This agreement along with its schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any between the parties in regard to the said flat. This agreement may only be amended through written consent of the parties.

33) STAMP DUTY & REGISTRATION FEES :

This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and

the rules made thereunder and will be always binding on Purchaser and Promoters/ Developers/ Builders and stamp duty for this is payable as per the Bombay Stamp Act, 1958.

34) SEVERABILITY:

If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules regulation made there under other applicable Laws , such provision of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of the agreement and to extent necessary to conform to act or the rules and regulation made there under or the applicable laws, as case may be , and remaining provisions of this agreement shall remain valid enforceable as applicable at the time of execution of this agreement.

35) CALCULATIONS FOR STAMP DUTY :

- a) Location:- Village Hadpsar, Tal. Haveli, Dist. Pune.
- b) Area of the unit :- 000.00 Sq.mtrs carpet area.
- c) Encloses balcony :- carpet area of 00.00 Sq.mtrs.
- d) Dry balcony :- carpet area of 00.00 Sq.mtrs.
- e) Adjoining terrace :- carpet area of 00.00 Sq.mtrs.
- f) One covered parking :- area 00.00 Sq.mtrs.
- g) Consideration Rs. 00,00,000/-
- h) Market Value Rs . 00,00,000/-
- i) As the market value of the unit is less than the actual consideration therefore the proper stamp duty of Rs. 0,00,000/- is paid thereon.
- j) Stamp duty paid Rs. 0,00,000/-
- k) Registration fees paid Rs. 00,000/-

It is decided between both the parties hereto that if, any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser.

The Purchaser declares hereby that he/she/they has/have read and fully understood and agreed to the contents of this Agreement and thereafter the same has been executed by the Purchaser/s.

SCHEDULE-I-
Land

All that piece and parcel of land admeasuring 466.66 sq.mtrs. out of Survey No. 3 Hissa No. 9 admeasuring 00 Hec 07 Ares i.e. 700 Sq.mtrs. situate at Village Hadpsar, Taluka Haveli, Pune and in the registration Sub-District of Sub-Registrar of Assurances- Haveli-5,Pune and in the jurisdiction of the Pune Municipal Corporation and bounded as under:

On or towards East : Public Road;
On or towards South : Abane Hospital;
On or towards West : S N 3/10;
On or towards North : Remaining Portion of S N 3/9;

SCHEDULE-I-(A)

All that piece and parcel of land and ground situated within the registration, sub-district, Tal. Haveli, Dist. Pune situated within the limits of Pune Municipal Corporation being the portion of the proportionate land admeasuring 466.66 sq. mtrs. along building out of the above said property, Hadpsar, Pune called as "**IRA ENCLAVE**" which is the subject matter of this agreement.

SCHEDULE-II
DESCRIPTION OF THE FLAT

Shop/ office / Flat bearing No.---- in **Ira Enclave** Building, on ----- floor, admeasuring carpet area 000.00 square meter (000.00 square fit), type Residential / Commercial which is exclusive enclosed balcony admeasuring carpet area 00.00 Sq/m. (00.00 Sq.Ft), exclusive right to use dry balcony having carpet area 00.00 sq.mtrs. 00.00 sq.ft. and terrace admeasuring carpet area 00.00 Sq/m. (000.00 Sq.Ft) being constructed in the said project **known as " IRA ENCLAVE"** alongwith parking no. 00 Admeasuring carpet area 00.00 Sq.m i.e. Sq.Ft 000.00 in the Ground Floor and bounded as follows:

On or towards the East : -----
On or towards the South : -----
On or towards the West : -----
On or towards the North : -----

LOCATION :- Hadpsar, Tal. Haveli, Dist. Pune.

SCHEDULE-III

(A) NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES OF INDIVIDUAL SOCIETY:

- 1) Staircase.
- 2) Underground water tank, pump and overhead water tank.
- 3) Drainage lines, water lines, and rain water lines / Gutter.
- 4) Common electrical Meter.
- 5) Lift with Generator Back-up.

(B) LIMITED AND RESTRICTED COMMON AREAS:

1. Terrace above the Building.
2. Parking spaces.

NOTE- LOWER PARKING SPACE IS EXCLUSIVELY FOR RESIDENTIAL UNIT ONLY.

STP IS COMMON TO RESIDENTIAL BUILDINGS AND COMMERCIAL BUILDING.

Firefighting system and solid waste management are common to all units i.e. to societies. Hence **IRA ENCLAVE** society shall maintain Firefighting system and solid waste management.

ANNEXURE 'D' (For Residential Units)
SPECIFICATIONS

- * RCC frame structure with Light block work.
- * Internal walls cement plaster / POP finish walls.
- * External walls sand face finished cement plaster.
- * Flooring - Vitrified Flooring in entire flat.
- * Anti-skid flooring in bathrooms and attached Terraces
- * Ceramic Flooring - Toilets and attached terraces.
- * Glazed tiles in toilets up to Lintel levl.
- * E.W.C. in each toilet.
- * Hot & cold water mixing/diverted unit.
- * Granite kitchen otta with stainless steel sink.
- * Powder coated aluminium sliding windows with mosquito mesh and **safety grills**.
- * Painting -Internal - Oil bound distemper or equivalent.
- External - Cement Paint.
- * Electrical -Concealed copper wiring with good quality fittings.
- * Video Door phone for each flat
- * Plumbing - Concealed.

ANNEXURE 'D-I' (For Commercial Building No. D)
SPECIFICATIONS

Specifications

- Vitrified flooring (800x800mm) in all show rooms & offices
- Anti-skid flooring in bathrooms and attached Terraces
- Internal Gypsum finished walls
- Powder coated aluminum sliding windows with mosquito-mesh
- M.S. Railing for staircase
- Concealed Electrical wiring
- Colored glazed tiles dado up to lintel level in all toilets
- C.P.& Sanitary ware in all toilets with wall hung commode
- OBD painting for internal walls

Amenities

- Automatic Lift
- Internal Paved / Concrete Road
- Rain water harvesting for top terrace
- Sewage Treatment Plant

IN WITNESS WHEREOF the parties hereto have hereunder set and put their hands on the day and year first herein above written.

**Signed sealed and delivered
for the within named Promoters/Developers/Builders**

Photo	Thumb	Name and Sign
		M/s P G Developers A Partnership Firm, Through its Partner Mr. Vaibhav Ekanath Markad, for Promoters/ Developer/ Builder and for Owner / Consenting party
		M/s P G Developers A Partnership Firm, Through its Partner Mr. Vishal Vilas Tambe, for Promoters/ Developer/ Builder and for Owner / Consenting party
		M/s P G Developers A Partnership Firm, Through its Partner Mr. Kishor Dhondiram Raktate, for Promoters/ Developer/ Builder and for Owner / Consenting party

**Signed sealed and delivered
for the within named Purchaser/s**

Photo	Thumb	Name and Sign
		Mr. ----- (Purchaser)

		Mrs. ----- (Purchaser)
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WITNESSES:

- | | |
|------------|------------|
| 1) Sign:- | 2) Sign |
| Name:- | Name;- |
| Address: - | Address: - |

