

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** is made and executed at Pune on this _____ day of _____ 2022.

BETWEEN

M/S SWAMIRAJ CREATORS, a registered Partnership Firm, having it's registered office at S. No. 58, Gokul Nagar, Kondhawa Bk., Pune 411048, through its authorized partner **MR. DNYANESHWAR DATTATRAY SARODE**, Age-about _____ years, Occupation-Business, Hereinafter called & referred to as "**THE PROMOTER**" (Which expression unless repugnant to the context or meaning thereof shall mean and include the firm, it's present partners and partners from time to time and their heirs, executors, administrators)

.... OF THE ONE PART.

AND

1. **SHRI.** -----
Age about : ----- Years, Occ. : -----
R/at : -----
Pune -----
Pan _____ Email id _____
Mobile No. _____

2. **MRS.** -----
Age about : ----- Years, Occ. : -----
R/at : -----
Pune -----
Pan _____ Email id _____
Mobile No. _____

Hereinafter called and referred to as "**ALLOTTEE/ THE UNIT PURCHASER**" (which expression unless repugnant to the context or meaning thereof shall mean and include each of him/her/them and his/her/their respective heirs, executors, administrators, successors in title and assigns)

..... OF THE OTHER PART.

WHEREAS the Promoter herein is the owner and possessor of the Land or ground admeasuring in the aggregate 00 Hectare 31 Ares, i.e. 3100 sq. mtrs., comprised of contiguous block of land bearing (i) Survey No. 52/7B area admeasuring 00 Hectare 20 Ares i.e. 2000 sq. mtrs. and (ii) Survey No.52/9 area admeasuring 00 Hectare 11 Ares i.e. 1100 sq. mtrs. situated at Village Undri, Taluka Haveli, Dist. Pune within the registration District Pune, Sub-Registration District Haveli, Taluka - 2 - Pune City, District Pune and within the limits of Pune Municipal Corporation Pune, hereinafter for the sake of brevity collectively referred to as '**THE SAID LAND**'. The said land is more particularly described in the **SCHEDULE-I** written hereunder.

AND WHEREAS said land is purchased by the Promoter herein from its erstwhile owner vide an sale Deed dated 30/12/2021, which is registered at the office of the Sub-Registrar Haveli No. 12 at Serial No. 15822/2021 on 30/12/2021 and accordingly name of the Promoter is recorded on the land being owner and possessor of the said land card on the revenue records of the said land.

AND WHEREAS the Municipal Corporation of the City of Pune, approved and sanctioned the plans for the building layout and the plans for construction of the building on the said land, vide commencement certificate no. CC/4039/2022 dated 25/03/2022.

AND WHEREAS the Collector of Pune, *vide* his order bearing No. PMH/SR/___/_____, dated ___/___/2022 passed under section 44 of the Maharashtra Land Revenue Code,1966, permitted non-agricultural use of the said land for the purposes of residence,

AND WHEREAS the Promoter accordingly, has commenced the development of the said land and construction of the building comprising of independent blocks for residence thereon and Promoters have appointed Ashok Kumbharkar, Architect who is registered with the Council of Architects and the Promoters have appointed Shishir Pandurang Dhawade for the preparation of the structural design and drawings of the said building to be known as "Swami Kalash" and the promoters accept the professional supervision of the said Architect and the said Structural Engineer till the completion of the said project

provided, however, that the promoters reserve the right to change the said Architect and Structural Engineers at any time of the said project;

AND WHEREAS the purchaser/s has/have agreed to acquire a residential Flat /Apartment bearing No. _____ on the _____ floor, admeasuring _____ Sq.Ft. i.e. _____ Sq. Mtrs carpet area inclusive of the areas of balconies, and also inclusive of the carpet area of the open terrace (which is _____ sq. mtrs) at eye-level appurtenant to the said flat, in Building No _____ in the Project to be known as "Swami Kalash" (hereinafter referred to as "the said Building") to be constructed by the Promoters on the said land at/for the consideration & on the terms & condition set out hereinafter & whereas the said Residential Flat is hereinafter referred to for the sake of convenience & brevity as "the said Unit" and which is more particularly described in the Schedule-II written hereinunder.

AND WHEREAS the carpet area of the said flat/apartment means the net usable floor area of the flat/apartment, excluding, the area covered by the external walls, areas under services shafts, area appurtenant to the said Flat/Apartment for exclusive use of the Allottee, but includes the area covered by the internal portion walls of the apartment.

AND WHEREAS the Purchaser/s has/have demanded from the promoters and the promoters have given inspection to the purchaser/s of all the documents of title relating to the said land, the plans, designs and specifications in respect of the said unit hereby agreed to be sold and of such documents as are specified under the Maharashtra Ownership Flats Act, 1963 and the rules made there under the provision of the Real Estate (Regulation and Redevelopment) Act 2016. Such other documents as are specified under the Real Estate (Regulation & Development) Act 2016 (herein after referred to as the said Act) & the Rules & Regulations made thereunder.

AND WHEREAS the Purchaser/s has/ have, before execution of this Agreement verified the title of the said properties including Flat/Apartment and the Purchaser/s has/have satisfied himself/ herself/ themselves that the same is free, clear & marketable.

AND WHEREAS a copy of the Certificate of Title and Supplementary Title Certificate issued by the Advocate of the Promoters, attached hereto as **ANNEXURE -A**, copy of the amalgamated Village Form 7/12 extract showing the nature of the title of the Promoter/ Developer/ Owner to said land has been attached hereto as **ANNEXURE -B** and a copy of the Floor plan of the Flat agreed to be purchased by the Purchaser/s have been annexed hereto as **ANNEXURE -C** and Layout of the said land have been annexed hereto as **ANNEXURE- 'D'** and commencement certificate have been annexed hereto as **ANNEXURE -E** and NA order have been annexed hereto as **ANNEXURE -F.** and Certificate Issued By The Regulatory Authority have been annexed hereto as **ANNEXURE -I.**

AND WHEREAS under Section 13 of the said Act, the promoters are required to execute a written agreement for sale of the said unit with the purchaser/s being, in fact, these presents and said agreement is required to be registered under the Registration Act 1908.

AND WHEREAS the Allottee/ Unit Purchaser desired to purchase a residential block in the building/s being constructed on the said land, from the Promoter, for and at the agreed price as hereinafter mentioned,

AND WHEREAS the Promoter herein has agreed to provide **amenities** in the said unit, which are more particularly described in the **Annexure-H** annexed hereto.

AND WHEREAS the Allottee/s herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreement/s with several other person/s and party/ies in respect of the other flat/s, unit/s etc.

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

AND WHEREAS subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of the Maharashtra Ownership Flats Act, 1963, as set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee/s hereby agree/s to purchase the unit.

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

- 1) The promoters are proceeding with the construction work of the said building to be known as “**SWAMI KALASH**” on the said land more particularly described in the schedule-I hereunder written.
- 2) The said building/s is constructed by the promoters on the said land in accordance with the plans & specifications sanctioned by the Municipal Corporation of Pune & which the purchaser/s has/have seen & approved and the Promoter herein shall continue to construct and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the concerned Local Authority or within the buildings construction rules and regulations of the Local Authority. The approved plan has been seen and approved by the Allottee/s subject to such alterations and modifications as the Promoter in his sole discretion may think fit and necessary or may be required by the concerned Local Authority/ Government to be made in the same.
- 3) The Allottee/s hereby agree/s and give/s his / her / their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned plans as the Promoter in his sole discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rule, regulation, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority or Government provided that the Promoter shall have to inform in writing to the Allottee/s if such alterations and

modifications adversely affect the said unit of the Allottee/s. The Promoter has made the Allottee/s aware and the Allottee/s hereby give/s explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the open space, position of dust bins, transformer plinths etc. adding new floors/buildings etc and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the Allottee/s liable for any costs and affecting his/her/their interest.

- 4) The purchaser/s hereby declare/s that before execution of this agreement, the promoters have made full and complete disclosure and the purchaser/s has/have taken full and free inspection of, inter-alia, the following:
 - a) Nature of the title of the Promoter/ Developer/ Owner & the beneficial title of the promoters to the said land along with the relevant documents.
 - b) All the plans and specifications sanctioned by the Municipal Corporation of Pune in respect of the said buildings which is constructed on the said land.
 - c) Nature and particulars of fixtures, fittings, and amenities to be provided in the unit hereby agreed to be sold which is more particularly described in the ANNEXURE -H written hereinunder.
 - d) All the particulars of design and materials to be used in the construction of the said Flat hereby agreed to be sold.
 - e) The nature of organization of persons to be constituted of all purchasers of units in the said building to be known as “Swami Kalash” and to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 / Maharashtra Apartment

Ownership Flat Act, 1970./ and Real Estate (Regulation and Redevelopment) Act 2016.

- f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment & other taxes and water & electric charges, including water deposit & electricity deposits as are applicable for the time being in force.
- 5) The purchaser/s hereby declare/s that after reading & having understood the contents of the aforesaid documents & all the disclosures made by the promoters, the purchaser/s, with full knowledge thereof, has/have entered into this agreement.
- 6) **The Promoters declare that:**
- a) The said Flat has constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Pune.
 - b) Possession of the said Flat agreed to be purchased by the purchaser/s shall be handed over to the purchaser/s by the promoters complete in all respects on or before **31st December 2027** provided that before that all payment paid by the purchaser at that time Promoter will be handed over the possession of the said flat to the purchaser.
 - c) The carpet area of the said Flat inclusive of the area of balconies and also inclusive of the carpet area of the open terrace as per the copy of floor plan of the said building annexed hereto and to be allotted covered/open car parking space/s, the exclusive right of user whereof has been granted by the promoters to the purchaser/s is/are as shown delineated on the _____ floor plan of the Bldg No ____ annexed hereto. The purchaser/s shall not be entitled to enclose the said Car parking Spaces.
 - d) The Parties mutually agreed lump sum price of the said unit inclusive of the proportionate price of the common areas and

facilities of the said building specified which is more particularly described in the Schedule-III written hereinunder.

- e) The promoters shall issue of the Completion Certificate issued by the concerned planning authority in respect of the said building ensure that title to the said land and the said building standing thereon is conveyed/transferred to the Co-operative Housing Society/ Apartment Condominium formed of the purchaser/ allottees of the housing complex known as “Swami Kalash” by execution of proper documents of transfer in favor of such society/ apartment.
 - f) In addition to the Agreement Price the purchaser/s shall be liable to pay if applicable Government/Semi government any taxes at the rate which may verify from time to time and the said amount are not included in this agreement price.
 - g) The promoter hereby specifically informed that provision for water; potable or otherwise permissible under concerned government and/or local authority has been granted and shall be provided to the project to the extent supplied by such government and/or local authority, however, in case lack of or inadequacy of or scarcity of such water supply to the project or the apartments therein, for purchase and supply of water through private supplier to the extent as may be supplied, the Allottee/ Purchaser shall be liable to contribute to the cost and expenses thereof.
- 7) The said Flat hereby agreed to be sold is intended & shall be used for permissible residential purposes only & the purchaser/s undertake/s that the said Flat shall not be used by the purchaser/s for any other purpose whatsoever.
- 8) The purchaser/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter/ Developer/ Owners to the said land and the beneficial title of the promoters to the same and

he/she/ they agree/s not to raise any requisition or objection in respect thereof.

- 9) The Certificate of the Promoters' Advocates, as to the marketability of the title of the owners to the said land & beneficial title of the promoters to the same together with the Extract in Village Form 7/12 from the revenue record pertaining to said land, are annexed hereto respectively.
- 10) As mentioned above, the Purchaser/s has/have agreed to acquire said Flat No. _____ of the said Building No. _____ as per the copy of the plan of the said Flat hereto annexed hereto at or for the consideration of Rs. _____/- (Rupees _____ only); The Allottee/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner :-

Sr	Amount (Rs)	Particulars
1		10% of total price paid by the Allottee/ Purchaser by duly drawn crossed cheque/ pay order/ demand draft No._____, dated _____ on _____ bank
2		20% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on execution of this agreement.
3		15% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter at the time of completion of plinth/ground floor of the subject building
4		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of 1 st floor slabs of the subject building
5		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of 3 rd floor slabs of the subject building.
6		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of 5 th floor slabs of the subject building.
7		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of 7 th floor slabs of the subject building.
8		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of 9 th floor slabs of the subject building.
9		5% of total price payable by the Allottee/

		Purchaser to the Developer/ Promoter on commencement of brick work and internal plaster of the said Unit/Flat
10		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of external plaster of the subject building/ wing.
11		10% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of the flooring and doors & windows fittings of said Unit/Flat.
12		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter on commencement of the Lift, lobbies, common area, CP, Sanitary fittings.
13		5% of total price payable by the Allottee/ Purchaser to the Developer/ Promoter at the time of delivery of possession of the said Unit/Flat by the Developer/ Promoter to the Allottee/ Purchaser on or after receipt of occupancy/ completion certificate.
Rs. _____		Total (_____) amount.

The installments of the amount agreed to be paid and payable by the Allottee/ Purchaser to the Promoter as mentioned above, shall always be the essence of this agreement.

- (a) It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said stages/ installments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee/ Purchaser agree that the Promoter may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said

installment. The consideration of the said Apartment is also arrived on the assurance of the Allottee/ Purchaser to abide by the above payment schedule only and it will not be altered by the Allottee/ Purchaser. If the Allottee/ Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said 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 herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee/ Purchaser or Housing Finance Companies/Banks, etc.

- (b) In case of default committed by the Allottee/ Purchaser, in payment of the agreed price or any other amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, from the day it becomes payable till the actual receipt thereof, without prejudice to the right to terminate this agreement and/or any other rights and/or remedies available to the Promoter in terms of this agreement and/or otherwise in law.
 - (c) All payments stipulated in this agreement, shall be made by the Allottee/ Purchaser to and in favour of the Promoter payable in the Separate Project Account as may be directed by the Promoter, by duly drawn crossed cheque payable at par or by electronic/ wire transfer compliant to the banking rules and practices.
- 11) The Unit agreed to be acquired by the purchaser/s herein shall be provided with the amenities and shall be built as per the specifications, which are set out in the Annexure-H written hereunder.
 - 12) The Purchaser/s have taken inspection of all the documents required to be given by the promoters under the provisions of the Maharashtra Ownership Flats Act, 1963 Maharashtra Apartment Ownership Flat Act 1970 and Real Estate (Regulation & Redevelopment) Act 2016 and the

rules made there under. The purchaser/s hereby agree/s and confirm/s that the promoters shall be entitled to exercise the powers and authorities set out below as if the purchaser/s had given written prior consent to the promoters as required under the provisions of the said act. The purchaser/s hereby confer/s upon the promoters the right and authority for the purposes set out herein below:-

- a) The Promoter hereby declares that, the floor space index available as on date in respect of the said land is 5338.95 sq. mtrs. only and Promoter has planned to utilize floor space index of 5338.95 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to the said project. The Promoter has disclosed the floor space index of 5338.95 sq. mtr. as proposed to be utilized by it on the said land. The Promoter has also disclosed the floor space index of 5338.95 sq. mtrs. as utilized / proposed to be utilized by it in the said project and Allottee/s has/ have agreed to purchase the said unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- b) After consuming such balance and/or additional F.S.I. by constructing extensions and/or additional floor/s containing units, the promoters shall be entitled to sell such units for such permissible user as the promoters may think fit and proper to any person or persons for such consideration as the promoters may in their absolute discretion deem fit.
- c) The Promoters shall also be entitled to consume additional F.S.I. and/or balance available under Building Rules or by any special concession being granted by the Municipal Corporation of Pune or any other authorities including the F.S.I. available in lieu of road widening, set back, reservation.

- d) The said Entire Project to be developed on the said land as per the sanctioned layout shall be known as “**Swami Kalash**”. The Promoter intends to develop the said project on the said land in two phases and in first phase, the Promoter has undertaken the construction of building on the rear side of the said land as earmarked in the lay out attached herein and in second phase, the Promoter hereby declares that next building on the said land on the front side will be developed and constructed upon the sanctions by competent authority. It is however clarified that, the Promoter has submitted plans for utilisation of only 5338.95 Sq.Mtrs. of FSI on the said Project for rear side building and the Promoter herein is entitled to consume and load extra FSI / TDR with the entire balance FSI /TDR in respect of the said land shall belongs to Promoter and to be utilised on the remaining building of the said Entire Project and said land as case may be. The Allottee/s herein knowing well the above facts and having satisfied with the present and proposed sanction plan hereby tendered his/her/their express consent to the Promoter and no separate permission of the Allottee/s is required for the same. It is possible that even after delivery of possession of the said Apartment construction of remaining phase may continue or will construct latter on. The Allottee herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Allottee hereby gives his/her/their irrevocable consent for revision/amendment of the plans position of dust bins, transformer plinths, pumping stations etc. and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the apartment/unit hereby agreed to be sold without prior written permission of the Allottee.
- e) The Purchaser/s shall have no claim save and except in respect of the said Accommodation hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden space etc. will

remain the property of the Promoter until the said land and buildings thereon is/are transferred to the such sub-society or main society as the case may be as hereinbefore stated. Further if any dispute arose between Promoter and Purchaser herein, the same will be restricted only in respect the said accommodation and the Purchaser herein shall have no right and authority to cause any obstruction or hindrance under whatsoever head in the said project or development of the said property or any part thereof; and if Purchaser herein committed any such act and due to that if any damages caused or likely to be caused to the Promoter herein, for such damages the Purchaser herein undertake to indemnify and keep always indemnified to the Promoter herein.

- f) The Purchaser/s of the unit agreed to be sold hereunder and all the other purchasers of units in the said building to be constructed on the said land shall not have any right, title, claim or interest in respect of the open spaces, parking spaces & common areas of the said building /in the said land until the promoters declare that the said building is completed & till then the rights of the purchaser/s are confined only to unit hereby agreed to be sold.

- g) Irrespective of the possession of the unit being given to the purchaser/s and/or management of the said building & buildings/structure in the said housing complex known as "Swami Kalash" being given to an Ad-Hoc Committee of the purchasers of flats/units therein, the rights under this clause and/or under this agreement reserved for the promoters for exploiting the potentiality of the said land shall subsist & shall continue to vest in the promoters till the Documents of Transfer are executed as aforesaid & the promoters shall be entitled to execute the Document/s of Transfer reserving such rights in the said land in favour of the promoters as may be outstanding at the time of execution of the document/s of transfer.

- h) The Promoters shall be entitled to make any changes in the elevation of the said building to be constructed by them on the said land as also in the plans & specifications in respect thereof without being required to take the consent of the purchaser/s provided however that such changes shall not materially affect the internal plan and location of the unit agreed to be sold hereby.
- i) In the event the promoters are developing any land adjoining the said land or in the vicinity thereof, the promoters shall be entitled to lay Drains, Sewers, Water & Electrical Pipelines, Telecom Conduits and other Installations etc. The Purchaser/s and/or Co-operative Housing Society / Apartment Condominium formed of the purchasers of the units in the said building shall not raise any objection on any ground to the promoters' rights reserved herein.
- j) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other accommodation and shall be subsisting until all the payments inclusive of the amount of consideration and other amounts under whatsoever head payable by buyers of the tenement in the said project and other projects on the said property is received by the Promoter.

13) **DEFECT LIABILITY :-**

- i) The Allottee/s herein shall take the possession of the said unit within seven days from the date of the Promoter giving written intimation to the Allottee/s herein intimating that, the said unit is ready for use and occupation.
- ii) If within a period of **five years** from the date of handing over the possession to the Allottee/s or after the Promoter sending written intimation to the Allottee/s that the said unit is ready for use and

occupation, the Allottee/s brings to the notice of the Promoter any structural defect in the said unit or the building in which the said unit is situated or the material used thereon or any unauthorized change in the construction of the said unit then wherever possible such defect/s or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes then the Allottee/s shall be only entitled to receive from the Promoter reasonable compensation for such defect or change. If there is a dispute regarding any defect in the building or material use the matter shall, within a period of five years from the date of handing over the possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act, 2016.

- iii) Provided however, that the Allottee/s shall not carry out any alterations of whatsoever nature in the said unit of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically terminated. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of unit by the occupants, vagaries of nature etc.
- iv) That it shall be the responsibility of the Allottee/s to maintain his/her/ their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage.

- v) Further where the manufacturer warranty as shown by the Promoter to the Allottee/s ends before the defect liability period and such warranties are covered under the maintenance of the said unit/ building/ phase/ wing and if the annual maintenance contracts including but not limiting to pump room, transformer room, lift, fire system, sewage treatment plant, water treatment plant etc. are not done/ renewed by the Allottee/s / society the Promoter shall not be responsible for any defects occurring due to the same.
- vi) That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor/s manufactures that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable.
- vii) That the Allottee/s has been made aware and that the Allottee/s expressly agree/s that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- viii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/ phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- ix) The word defect here means only manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of unit by the occupants, vagaries of nature etc.

defect/s in fittings and fixtures are not included therein. The Purchaser will not raise any question and / or demand on the ground of minor colour variation and titles variation in the said unit/flat.

- 14) The Purchaser/s shall not be allowed to make use of the terrace over the top floor of the said building wherein the said Flat is housed which will be exclusive property of the Promoters, subject only to right of access to the said Society/ Apartment Condominium to attend to any leakage from the terrace/s or to carry out any repairs or to install, repair & maintain any common TV antennae of purchasers of units in the said.
- 15) The Promoters shall be entitled to grant the exclusive right to use, occupy & enjoy all/any of the terraces in the said building to be constructed by the promoters on the said land to one/more of the purchasers of the units therein. The Promoters shall also be entitled to grant such exclusive use, occupation & enjoyment of any parts of the said land which remain un-built upon to one/more of the purchasers of units to be used as a garden/sit-out or for any other permissible user. The Promoters shall also be entitled to grant the exclusive right of user of the parking spaces under the stilts of the said building & other parking spaces proposed to be constructed by them on the said land to the prospective purchasers of Units in the said building. Such terraces, open spaces or garden areas & parking spaces the exclusive use, occupation & enjoyment whereof have been granted by the promoters as aforesaid shall constitute restricted common areas & facilities of the said building as Real Estate (Regulation & Redevelopment) Act 2016. The Promoters shall be entitled to grant such exclusive right of user of such terraces/open garden spaces and parking spaces at or for such consideration over and above the sale/purchase price of such Units as the Promoters may deem fit & proper. Before execution hereof, the purchaser/s has /have been provided with details of the exclusive right of user of certain terraces/garden/open space etc. already granted/agreed to be granted by the promoters in the said building prior to the date of execution hereof.

- 16) It is agreed between the parties hereto that if the promoters fail to give possession of the said Flat in accordance with the terms of this Agreement on the date mentioned in Clause 6(b) hereinabove /if, the promoters and/or their Agents for reasons beyond their control, are unable to give possession of the said Flat by the said date & after a period of three months if those reasons still exist, then in such case, the promoters shall, without prejudice to their rights reserved hereunder, be liable to refund the amounts already received by them in respect of the said Flat from the purchaser/s with simple interest thereon at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum from the date they received the same till the date the amounts and interest thereon is refunded to the purchaser/s & the said amount and interest shall be charged on the said land & the construction thereon to the extent of amounts due, but subject to any prior encumbrances. Provided however, that the promoters shall be entitled to a reasonable extension of time for giving delivery of the unit by the aforesaid date, if the completion of the said building is delayed on account of:
- i) Non-availability of steel, cement, other building material, water/electric supply.
 - ii) Force majeure, civil commotion, war, strike, boycott, bandh, Lockdown, threat, or Act of God.
 - iii) Any notice, order, rule, notification of Government and/or Municipal or other public or competent authority which prevents the promoters from carrying out with the work of development and construction on the said Land.
 - iv) Any delay on the part of the Municipal Corporation of Pune or any other Public Body or Authority, including the MSEDCL, in issuing or granting necessary Certificates / NOCs / Permissions /Licenses /Connections of any service such as Electricity, Drains & Water Connections and Meters to the said building under construction by the promoters on the said land.
 - v) Any force-major causes or other reasons beyond the control of the promoters.
 - vi) Any additional work in the said Flat undertaken by the promoters at the instance of the purchaser/s.
 - Vii) The Purchaser/s shall take possession of the said Flat within seven days of the promoters giving written notice to the

purchaser/s intimating that the said Flat is ready for use & occupation &, in that behalf, comply with all necessary legal formalities. Provided further that the purchaser/s shall not without the prior written consent of the promoters carry out any alterations of whatsoever nature in the said Flat or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s shall also not chisel/cause damage to the columns, beams, walls, slabs, R.C.C. Partis & other structural damage of the water proofing and the flooring of the said Flat .If any of such works are carried out without the written consent of the promoters,

- 17) The Purchaser/s hereby agrees to pay all amounts due & payable under this Agreement on the stipulated work. It is hereby expressly agreed that if, for any reason whatsoever, the purchaser/s fail/s /delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of written intimation by the promoters on the dates stipulated therefore then in that event, the Promoters shall have an option either to terminate these presents/to accept interest from the purchaser/s at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum on such unpaid/ delayed amount from the time the same became payable. If the promoters exercise their said option to terminate these presents on the ground mentioned above & do so terminate the same, they shall repay to the purchaser/s such amounts paid to them (save & except a sum of Rs.50,000/-which shall stand forfeited) by the purchaser/s without interest. The Promoters shall be fully entitled to deal with & dispose off the said Flat in such manner as the promoters deem fit & proper without recourse/reference to the purchaser/s.
- 18) The Purchaser/s has been expressly made aware by promoters of the fact that the Promoters have made & will be required to make a substantial investment in the project to be implemented on the said land & for due completion thereof and that relying inter-alia, on the assumption that the purchaser/s herein & the other purchasers of Flats/Units in the said building will make payment of the installments towards the balance purchase price of their respective flats/units at

the times stipulated for payment therefore, the promoters have undertaken statutory & contractual liabilities towards the purchaser/s herein & the purchasers of other flats/units in the said Building. The purchaser/s that in the event of the purchaser/s not being desirous of purchasing the said Flat & as a consequence, the purchaser/s seeking to rescind these presents, the promoters shall be obliged to refund without interest all payments made by the purchaser/s to the promoters under the terms hereof after deducting there from a sum of Rs.50000/- (Rupees Fifty Thousand Only) which shall stand forfeited. Further, the promoters shall be liable to make such refund only after the Promoters have re-sold the said Flat & after the promoters have received monies due from any such new prospective purchaser of the said Unit. The purchaser/s shall have a money claim on the promoters to the extent of the amount to be refunded by the promoters to the purchaser/s

- 19) The Purchaser/s agree/s to sign & deliver to the promoters all writings and papers as may be reasonably necessary & required by the promoters for the formation & registration of the Co-operative Housing Society that may be formed.
- 20) Above unit of the said land and the said building thereon (by way of conveyance) are transferred by the Promoters to the Co-operative Housing Society/ Apartment Condominium formed of the purchasers of flats/units in the said building and of the purchasers/ allottees of flats/units purchasers in the said housing complex known as "Swami Kalash" by execution of document/s of transfer as hereinafter provided and/or possession of the said land and the said buildings thereon is delivered by the promoters to such society and intimation of the same is received by the Purchaser/s from the promoters, the purchaser/s shall be bound & liable to pay to the promoters regularly and punctually all contributions & other amounts to be paid by the purchaser/s to the promoters under this agreement and the Purchaser/s shall not withhold any such payment to the promoters. The purchaser/s shall be liable to make payment of interest at the rate of 2% above Highest Marginal Cost of Lending of the State Bank of India, per annum, on any such contributions liable to be made by him/her/them from the date the same became payable up to payment

thereof. However, if the promoters in their absolute discretion so desire, they shall be entitled to entrust the management of the said land and the said building thereon and the all other buildings /structures of the said housing complex known as “Swami Kalash” to an Ad-Hoc committee of the unit purchasers of the said building and the purchasers/allottees of the said housing complex known as “Swami Kalash” for looking after maintenance and management thereof only including collection & disbursement of contributions from the purchasers of units in the said building towards payment of outgoing & expenses referred to herein, then in such event, the promoters shall not be under any obligation/liability to collect the said contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment/non-payment therefore/any matter concerning maintenance or management of the said land & Building thereon & liabilities in that behalf shall be that of the Ad hoc Committee of the purchasers. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc committee shall extend only to manage, inter-alia, the said land & the said building standing thereon & the common areas thereof etc. & pay the outgoings charges if any.

- 21) The Purchaser/s hereby irrevocably gives his/her/their consent to the promoters and authorize/s the Promoters for raising any finance by way of mortgage of the said land or any portion thereof if, as and when so deemed necessary by the promoters. At any stage during the implementation of the Scheme, the Promoters shall be at liberty to sell, assign /transfer / otherwise deal with their right, title & interest in the said land & the buildings to be constructed thereon provided that the same doesn't adversely affect / prejudice the rights granted in favor of the purchaser/s in respect of the said Flat agreed to be purchased by him/her/them under the terms of this agreement.
- 22) The Purchaser/s is/are aware that the promoters shall be collecting and disbursing the maintenance, municipal taxes and all other outgoings in respect of the said land as also the common expenses of maintenance and management of the said land and the said building thereon until such time as the said land and the building thereon are transferred/conveyed in favor of the Co-operative Housing Society

formed of all the unit purchasers or until management of the said land and the said building thereon is entrusted to an Ad-Hoc Committee as mentioned in the last preceding clause for and on behalf of the purchasers of all units and it shall be the paramount responsibility and obligation of the purchaser/s to pay all the outgoings regularly. In the event of default being committed by the purchaser/s herein or any of the purchasers of any other Units in the said building, the promoters shall not be bound to pay the outgoings for and on behalf of such defaulting person & in the event of any essential supply being disconnected, it shall be the responsibility of the purchasers together who shall be deemed to be managers in respect of the units possession whereof has been given by the promoters.

- 23) Upon all the Unit purchasers co-operating and executing necessary papers, the promoters herein may form a Co-operative Housing Society of all the purchasers of all units in the said building and the purchasers/allottees of flats /units in the said housing complex known as “Swami Kalash”, including the purchaser/s herein, shall join in such Society and all the purchasers of the said building and all other purchasers/allottees of the flats/units in the said Housing Complex known as “Swami Kalash” shall be admitted as the members of the Society. The Purchaser/s shall, within seven days from the promoters calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of such society & bye-laws rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the purchaser/s as may be required by the authorities concerned. The purchaser/s further agree/s to pay admission fees & share subscription amounts for becoming member/s of the said society.
- 24) The Purchaser/s of all such units shall be admitted as members of the said society that may be formed of all the purchasers/allottees of the flats/units in the housing complex known as “Swami Kalash” however, it is clarified that before the purchaser/s herein is/are admitted as Members of such Society, the Purchaser/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoters, including amounts by way of contribution towards the common expenses and

outgoings towards the said building and/or the said housing complex known as “Swami Kalash”. No transfer fees, premium or any other amounts save by all the purchasers at the time of formation, shall be charged from such purchaser/s.

- 25) On or before taking possession of the said Flat hereby agreed to be sold/purchased, the purchaser/s shall deposit with the Developers an amount @ **Rs. 3/- (Rupees Three Only)** per Sq. ft. per month on carpet area (including of the area of the said unit and areas of balconies and also inclusive of the carpet area of the open terrace) The Promoter shall maintain this amount partly or otherwise, in a separate bank account or with the Promoter itself, as the case maybe. The maintenance of common area and facilities in the project shall be met out of the said amount only for a period 36 months from the date of possession of the said unit and/or from the date of occupancy or completion certificate whichever is earlier. On formation of the organization as agreed to herein, balance of such amount, if any, shall be entrusted to such organization. If such amount falls insufficient to meet such expenses then the Allottee/ Purchaser shall be liable to contribute additional cost and expenses thereof.

It is further agreed by the Purchaser/s herein that the Purchaser/s will be liable to pay such maintenance amount irrespective of whether possession of the said accommodation is taken or not and shall be bound to pay when the Promoter informing in writing to the Purchaser/s herein that the said accommodation is ready for use and occupation.

- 26) The Promoters shall not be liable to share any maintenance charges, electricity charges & water charges in respect of unsold Flats/Units so long as the same are vacant & unoccupied.
- 27) The Purchaser/s shall be liable to bear & pay all & any other taxes, duties, charges, premia, levies, cesses, surcharge such as G.S.T & other Taxes as are /as may be levied by the State or Central Government/any other Authority & arising from/incidental to the sale of the said Flat by the promoters to the Purchaser/s before/after taking the possession of the said Flat as & when such taxes, duties etc. become due & such payment shall be effected within seven days of

demand & the purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the promoters, the purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the promoters & the purchaser/s hereby agree/s to indemnify & keep indemnified the promoters from/against all loss/damage suffered/incurred by the promoters as a result of non-payment by the purchaser/s of any such taxes, duties etc.

- 28) The Purchaser/s hereby irrevocably consents & authorize/s the promoters to represent him/her/them/ it in all matters regarding property tax assessment & reassessment before the concerned authorities & all decisions taken by the Promoters in this regard shall be binding on the purchaser/s. The Promoters may till the transfer of the said land & building thereon to the said society, represent the purchaser/s & his/her/their its interest & give consents, NOCs & do all necessary things in all departments of the Office of the Collector of Stamps, Pune, the Municipal Corporation of Pune, the Government of Maharashtra MSEDCL on behalf of the Purchaser/s & whatsoever acts done by the Promoters on behalf of Purchaser/s shall stand ratified & confirmed by the Purchaser/s & the same shall be binding on Purchases.
- 29) It is hereby clarified that the promoters herein shall be deemed a liasoning agency for applying for all municipal and other amenities and services such as water, electricity, drainage etc. and the promoters undertake to comply with all statutory and other requirements of the concerned legal body or authority for the purpose.
- 30) It is hereby expressly agreed that the purchaser/s shall bear the Stamp Duty and registration charges payable on this agreement and all documents executed by the promoters pursuant hereto including the proportionate Stamp Duty payable on the Deed of Conveyance which may be executed by the Promoters/ Developers and the Confirming Parties in favor of the society, which may be formed of all the purchasers/allottees of the flats/units in the said housing complex known as "Swami Kalash".

- 31) The Purchaser/s for himself/themselves with intention to bind all persons in to whosoever hand the unit may come, doth hereby covenant with the promoters as follows: -
- a) To maintain the unit at the 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 suffer to be done anything in or to the said building in which the unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the said building in which the unit is situate and the unit itself or any part thereof.
 - b) Not to store in the unit any goods which are of a hazardous, combustible / dangerous nature or are so heavy as to damage the said building in which the unit is situate or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building in which the unit is situate including entrances of the said building and in case any damage is caused to the said building in which the unit is situate or the unit itself on account of negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for the consequences of the breach.
 - c) To carry out at his/her/their own cost all internal repairs to the said Flat & maintain the unit in the same condition, state and order in which it was delivered by the promoters to the purchaser/s & shall not do/suffer to be done anything in/to the said building in which the unit is situate or the unit itself which may be against the rules & regulations & bye laws of the concerned local authority and/or other public authority.
 - d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the unit or any part thereof, nor any alteration on the elevation and outside color scheme of the said building in which the unit is situate and the purchaser/s shall

keep the pipelines, sewers, drains in the unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building in which the unit is situate and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Partis or other structural members in the unit without the prior written permission of the promoters and/or ultimate body.

- e) Not to do/permit to be done any act/thing which may render void/avoidable any insurance (if any) of the said land & the said building in which the unit is situate/any part thereof/whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the said building in which the unit is housed.
- g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the unit by the purchaser/s viz. user for any purposes other than the permissible residential purpose.
- h) To install the Cooling Units/ Compressors of "Split Type" Air Conditioners appurtenant to the said Flat only at such places as shall be prescribed there for by the Promoters.
- i) Not to lay/ install over the exterior of the said Building or the common areas thereof such as staircases, landings and ducts thereof, any Electrical, Telecom Lines or Conduits except at such locations and places as may be prescribed therefore by the Promoters.
- j) Not to install any Dish or other Antennae for reception of Radio, Telecom or Television Signals in such manner in the said Flat whereby such Dish or other Antennae Projects outside the said Flat or on any part of the exterior of the said Building or any of

the Common Areas thereof, including on the terrace thereof except at such locations & places as shall be reserved for installation of such Dish & other Antennae by the Promoters.

- k) The Purchaser/s shall not let, transfer, assign /part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Unit until all dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up & only if the Purchaser/s has/have not been guilty of breach of/non-observance of any of the terms & conditions of this Agreement & until the Purchaser/s has procured the prior written permission of the Promoters for any such assignment /transfer.
- l) The Purchaser/s shall observe and perform all the rules and regulations of the Society formed of all purchasers/allottees of Units in the said Building and the purchasers /allottees of the Flats/Units in the Housing Complex known as “Swami Kalash” may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of Government and other public bodies.
- m) Not to obstruct the development work for any reason and in any way.
- n) The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allottee.
- o) Till a transfer of the said Building in which the Unit is situate is executed in favor of the Society formed of all the purchasers in the said Building & the purchasers/allottees of the Flats/Units in the said Housing Complex known as “Swami Kalash” the Purchaser/s shall permit the Promoters & their surveyors & agents, with/without workmen & others at all reasonable times to enter into & upon the said land & building /any part thereof to view & examine the state & condition thereof.

- 32) The Promoters shall comply with all the requirements of the Municipal Corporation of Pune for sanction of a water connection of the requisite capacity for the said Building to be constructed on the said land. However, the Purchaser/s herein has been made expressly aware by the Promoters that till such time as such water connection is procured & sufficient water becomes available for the said Building through such water connection, the requirement of water for the said Housing Complex known as “Swami Kalash” shall be met from other sources, including purchase of water from Water Tanker Agencies & that a pro-rata share of such purchase, treatment & distribution of such water shall be borne & paid by the Purchaser/s.
- 33) The Purchaser/s agree/s & undertake/s on demand to do, execute/perform & deliver/cause to be done, things, documents, letters, writing & papers as may be reasonably required by the Promoters for further, better/more perfectly effectuating /preserving the mutual rights & interest of the Promoters/the Purchaser/s for securing the due fulfillment of the provisions thereof.
- 34) The Promoters shall be entitled to grant lease or license of any portion of the said land to any Government/Semi-Government or Local or Municipal Body or Authority or to the MSEDCL or to any Private Party or Parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s herein shall not be entitled to raise any objection to such grant of lease or license.
- 35) The Purchaser / s has / have agreed to purchase the said Flat with knowledge of the fact that the contents of all Brochures / Hoardings / Promotional Literature pertaining to “Swami Kalash” are only indicative in nature and the same should not be taken literally by the Purchaser / s herein.
- 36) The Purchaser/s shall at his/her/their own costs lodge this agreement for Registration with the concerned Sub-Registrar of Assurances, Taluka Haveli at Pune and forthwith inform the Promoters the Serial

Number under which the same is lodged to enable the Promoters to admit execution of the same.

37) The Purchaser/s hereby declares that he/she/they has/have entered into this Agreement after going through the same & with knowledge of the terms & conditions herein contained.

38) All letters, receipts, and/or notices issued by the Promoters dispatched Registered address of the Purchaser/s mentioned hereinabove will be sufficient proof of receipt of the same by the Purchaser/s and shall effectually discharge the Promoters. If there is any change in the said address of the Purchaser/s, the Purchaser/s shall be obliged to intimate in writing of any such change of address to the Promoters, failing which, all letters, receipts and/ or Notices dispatched by the Promoters as aforesaid at the address of the Purchaser/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s.

39) **RAISE FINANCE :-**

The Allottee/s hereby irrevocably gives his/her/their consent to the Promoter and authorise/s the Promoter for raising any finance by way of mortgage of the said building and/or the entire construction work put up or to be put up thereon or any portion thereof, if, as and when so deemed necessary by the Promoter provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the said “unit” agreed to be purchased by him/her/them under the terms of this Agreement. The Purchaser/s herein by executing this agreement has given his/her/their irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter herein,

40) **Promoters Shall not Mortgage or create a charge:-**

After the execution of this agreement promoter shall not create mortgage or charge on the (Apartment) and if any such Mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall

not affect the right & interest of the allottee who has taken or agreed to take such (Apartment).

41) Binding Effect :-

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

42) Right to Amend :-

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

43) Further Assurance :-

Both parties agree that they shall execute, acknowledge & deliver to the other Such instruments and take such other action in additions to the instruments & actions Specifically provided for herein, as may be reasonably required in order to effectuate The provision of this agreement or of any transaction contemplated herein or to confirm or perfect any right to be create or transferred hereunder or pursuant to any such Transaction.

44) Place of execution :-

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place, which may be mutually agreed between the promoter & the Allottee after the Agreement is duly

executed by the Allottee & the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub - Registrar hence this Agreement shall be deemed to have been executed at Pune.

45) Join Allottees :-

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

46) Dispute Resolution :-

Any dispute between the parties shall be settled amicably in case of failure to settle the dispute amicably, which shall be referred to the competent Authority as per the provision of the Real Estate (Regulation (Development) Act 2016 Rules and Regulation there under.

47) GOVERNMENT LAW :-

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

48) AGREEMENT TO SUPERSEDE :-

This agreement constitutes and represents the entire agreements between the parties hereto with regard to the subject matter hereof and all matters dealt with herein and cancels and supersedes all prior arrangements, agreements or understandings, if any whether oral or in writing between the parties hereto on the subject matter hereof or in respect of matters dealt with herein. It is hereby made clear that the furniture layout, color scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied Agreement or covenant on the part of

the Promoter other than the terms and conditions expressly provided under this Agreement.

49) It is hereby agreed by & between the parties hereto that the Civil Courts in Pune alone shall have Jurisdiction to adjudicate upon any disputes, if any, which may arise by & between the parties hereto regarding performance of their respective obligations under the terms hereof.

50) The Purchaser has informed the Promoters that the Purchaser is an Investor & that the Purchaser has acquired the said Flat with intention to sell the same & hence the Purchaser reserves his/her/its/their right to claim Stamp Duty set off/ adjustment of Stamp Duty paid by the Purchaser on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Maharashtra Stamp Act, 1958 in the event the Purchaser assigns the benefit of this Agreement & his/her/their within three year.

51) **EFFECT OF LAWS :-**

This agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016.

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Statement of Rates, 2022-23 Village Undri,, as described in Sector __/____		
Residential Apartment	_____ sq.mt. x Rs._____/ - per sq.mt. as prescribed by the ARR, 2022-23	Rs._____/ -
Open Balcony	_____ sq.mt. x Rs._____/ - per sq.mt. (40% of Rs._____/ - per sq.mt., as per ARR,2022-23 Note No. ____	Rs._____/ -
Exclusive right of Attach terrace;	_____ sq.mt. Rs._____/ - per sq.mt. (being 40% of the prescribed value of Rs._____/ - per sq.mt., as per ARR,2022-23 Note No.____)	Rs._____/ -
Exclusive right of mechanical parking space;	_____ sq.mt. Rs._____/ - per per sq.mt. (being 25% of the prescribed value of Rs._____/ - per sq.mt., as per ARR,2022-23 Note No.____)	Rs._____/ -
Total prescribed valuation		Rs._____/ -
Total agreed price		Rs._____/ -
Stamp duty (as per Article 25(b)(i) of Schedule-I to the Maharashtra Stamp Act) on higher amount of the two above.		Rs._____/ -

All that piece of Land or ground admeasuring in the aggregate 00 Hectare 31 Ares, comprised of contiguous block of land bearing (i) Survey No. 52/7B area admeasuring 00 Hectare 20 Ares i.e. 2000 sq. mtrs. and (ii) Survey No.52/9 area admeasuring 00 Hectare 11 Ares i.e. 1100 sq. mtrs. situated at village Undri, of City of Pune, within the limits of Registration District of Pune, Sub-Registration Taluka Haveli, Pune, and the Municipal Corporation of the City of Pune, and collectively bounded as follows:

- | | |
|---------------------|---|
| On or towards east | - By remaining area of S. No. 52 owned by M/s. PHINIX DEVELOPERS |
| On or towards south | - By remaining area of S. No. 52 owned by Mr. Abnave |
| On or towards west | - By remaining area of S. No. 52 owned by Mr. Kanade and Road |
| On or towards north | - By remaining area of S. No. 52 owned by Little Heart Co-op. Housing Soc. Ltd. |

together with easement, ingress, egress, pathways, incidental, ancillary and consequential rights, together with the right to use and consume, the FAR/FSI originating there from and additional such FAR/FSI by way of TDR or otherwise, and together with incidental consequential and other ancillary rights thereto,

SCHEDULE-II

(DESCRIPTION AND DETAILS OF THE SAID UNIT/ SAID FLAT)

(description of the said “FLAT”)

All that

Residential Apartment No.	
Building/ Wing No.	
Floor	
Area	_____ sq.mt. carpet area
Open Balcony	_____ sq.mt.
Exclusive facility	Attached Terrace _____ Sq.mtr Sanctioned parking space admeasuring _____ sq.mt.

being constructed on all that said Land more particularly described in Schedule-1 above, together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

NOTE :-

The unit is delineated in RED Colour Boundary line on the plan annexed hereto as Annexure- C

SCHEDULE - III

(DETAILS OF COMMON AREAS AND FACILITIES ABOVE REFERRED)

A] COMMON FACILITIES :-

1. RCC Frame Work structure of the buildings.
2. Drainage and water line net work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light points outside the buildings and the staircase/s as well as those in the Common parking space.
5. One water reservoir of adequate capacity, with water pump connected with overhead water tank.

B] RESTRICTED AREAS AND FACILITIES :-

All areas etc. which are not covered under aforesaid head 'Common Area and Facilities are restricted areas and facilities and promoter shall have exclusive rights to sell or transfer, convey, allot the same in part or in full to any buyer of flat etc. or to convert the Restricted Area into Common Area or vice-versa.

DECLARATION

The Allottee/s declare that he/she/they has/have read the agreement/got translated the same and fully aware of the contents therein and thereafter same have been executed by all parties.

[THE ALLOTTEES]

[PROMOTER]

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

MR. DNYANESHWAR DATTATRAY SARODE Partner of M/S SWAMIRAJ CREATORS, [THE PROMOTER]	
Photographs	LHTI & Signature

Mr. _____ [THE PURCHASER]	
Photographs	LHTI & Signature

.

Mr. _____ [THE PURCHASER]	
Photographs	LHTI & Signature

Witness	Signature

ANNEXURE -A
TITLE & SEARCH REPORT

ANNEXURE- 'B'
7/12 extracts

ANNEXURE- 'C'
Plan

ANNEXURE- 'D'
LAYOUT

ANNEXURE- 'E'
COMMENCEMENT CERTIFICATE

ANNEXURE- 'F'
N.A. Order

ANNEXURE - H

A} AMENITIES

B} FACILITIES & SPECIFICATIONS

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