

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** IS MADE AND EXECUTED AT PUNE, ON THIS _____ DAY OF _____ IN THE YEAR **2017**.

BETWEEN

M/s. LMS REALTY, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its office at S. No. 232, Flat No. 1, Yash Residency, Sakore Nagar, Viman Nagar, Pune – 411 014
(PAN# AAGFL4508E)

Through its Partners:

1. MR. ABHINANDAN RAVINDRA SAKLA

Age: 30 Years, Occ: Business,
O/at: Office Nos. 1 to 5, Second Floor,
Millennium Star, Next to Ruby Hall Clinic,
Dhole Patil Road, Pune – 411001
(PAN# BGMPS8603L)

2. MR. JITENDRA BABULAL LALWANI

Age: 46 Years, Occ: Business,
R/at: Mahaveer Park Housing Society,
Plot No. 1, S. No. 209, Viman Nagar
Pune – 411 014
(PAN# AAFPL0832Q)

Hereinafter referred to as “the **Promoter/Vendor/Owner**”(which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include, present Firm and its Partners, its Partners for the time being, their Legal Heirs, executors, administrators, successors and assignees including those of the respective partners)

.....PARTY OF THE FIRST PART

AND

1)

Age:_____ years, Occupation: _____
Presently residing at: _____

Pan Card No.:_____

Contact No.:
Email id:-

2)

Age:_____ years, Occupation: _____
Presently residing at: _____

Pan Card No.:_____

Contact No.:-

Email id:-

Hereinafter referred to as “**The Allottee/The Purchaser**” (which expression shall unless repugnant to the context or meaning thereof is deemed to mean and include, Present Purchaser/s, his/her/their respective legal heirs, Executors, Administrators and permitted assigns)

.....**PARTY OF THE SECOND PART**

The Promoter and Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS

- A.** All that piece and parcel of the Land situate at Village Lohgaon, Taluka Haveli, District Pune and lying within the limits of the Municipal Corporation of the City of Pune and being a part of Survey No. 208 Hissa no. 1A, of the Village Lohegaon, within the Registration District of Pune, Sub-District Taluka - Haveli and admeasuring as per the 7/12 Extract 00 Hectares 81 Ares, along with building D1 standing thereon admeasuring an aggregate built-up area of about 1600.44 Sq. Mtrs. is under lawful ownership and in actual, vacant and peaceful possession of the Promoter herein having acquired all rights, title and interest therein from M/s. Gauri Construction Co. vide Sale Deed dated 12/09/2016, registered at the Office of the Sub-Registrar, Haveli No. 08 at Serial No. 8388/2016, which land is more particularly described in a Schedule written hereunder and is hereinafter referred to as ‘**said Land**’ and the said Land along with Building D-1 shall hereinafter be collectively referred to as ‘**said Property**’. Accordingly, the name of the Promoter has also been duly mutated in the record of rights (7/12 Extract) as owners of the said Land vide Mutation Entry No. 43012.
- B. AND WHEREAS,** by and under an Indenture dated 30th September, 1966, executed between Shri. Motilal Saleraj Taleda and M/s. Parekh Mody Company, a Partnership Firm through its Partners Shri. Manilal Bhaichand Parekh, Ratilal Bhaichand Parekh and Chandulal Hirachand Mody as the Vendors of the One Part and Mrs. Vitha Umeshchandra Hosali as the Purchaser of the Other Part and registered with the office of the Sub-Registrar Haveli No. II at Pune under Serial No. 2042/1966, the Vendors therein sold and conveyed to the Purchaser therein all that piece or parcel of land situated at Lohegaon, Taluka Haveli, District Poona and lying within the limits of the Municipal Corporation of the City of Poona and being a part of Survey No. 208 of the village of Lohegaon, within the Registration District of Poona, Sub- District Taluka-Haveli, admeasuring about 2 Acres (00 Hectares 81 Ares as per 7/12 Extract) and the portion sold to the Purchaser therein was given Survey No. 208 Hissa No.1A of the village of Lohegaon, within the Registration District of Poona, Sub- District Taluka-Haveli at or for the consideration and on the terms and conditions mentioned therein. The name of Mrs. Vitha Umeshchandra Hosali was mutated in the 7/12

extract of Survey No. 208/1A as holder thereof vide Mutation Entry No. 4564 dated 24th December, 1967, which was confirmed vide Mutation Entry bearing no. 14177 dated 03rd April, 1992.

- C. **AND WHEREAS**, perusal of the Corrigendum Order under Section 8(4) of the Urban Land (Ceiling and Regulation) act, 1976 bearing ULC Case No. 158 dated 30.09.1999 reveals that on the enactment of the Urban Land (Ceiling and Regulation) Act, 1976, Mrs. Vitha Hosali had filed her statement under section 6(1) of the said Act, thereby declaring her holding of urban land. Mrs. Hosali had requested ceiling units to be granted to her son and two daughters. The Deputy Collector and Competent Authority vide his Order under Section 8(4) dated 24.12.1981 ULC Case No. 158-HO-40 held said Property to be self-acquired property of Mrs. Vitha Hosali and permitted Mrs. Vithal Hosali to hold only one ceiling unit and declared an area admeasuring 7470.70 Sq. Mtrs. (7331.36 sq meters as per the Corrigendum dated 22nd June, 1987 issued by the Dy. Collector & C.A., Urban Agglomeration, Pune) out of S. No. 208/1A to be surplus land, accordingly, a notification under Section 10(1) was issued and thereafter, exemption order under section 20 was obtained. Thereafter, as per decision in the Revision Application filed by Mrs. Vitha Umeshchandra Hosali under Section 34, the Competent Authority, Pune issued corrigendum under section 8(4) on 30th September, 1999, whereby Mrs. Vitha Umeshchandra Hosali and her 3 children were each granted one ceiling unit and after deducting the land under set-back of 4.5 mtrs. and 6 mtrs roads and the open space, Mrs. Vitha Umeshchandra Hosali was declared to be holding no surplus land;
- D. **AND WHEREAS**, by and Under a Development Agreement/ Agreement for Sale dated 16th January,1990 executed between Mrs. Vitha Umeshchandra Hosali as the Owner of the One Part and M/s. Gauri Flour Mills as the Promoters of the Other Part (hereinafter referred to as “the said Development Agreement”), the Owner therein had granted development rights of the said Property to the Promoters therein, at or for the consideration and on the terms and conditions mentioned therein. The said Mrs. Vitha Umeshchandra Hosali also executed an irrevocable Power of Attorney dated 16th January, 1990 in favour of Shri. Shankarlal Mittal, Shri. Mahendra Mittal and Shri. Shivkumar Poddar for various acts, deeds and matters to be done in relation to the development of the said Property. The aforesaid irrevocable Power of Attorney, inter- alia, contained the power to sell flats and other properties to be constructed on the said Property and the power to execute and register Deeds of Conveyance of the said Property or any part thereof in favour of the abovenamed Promoters therein viz., M/s. Gauri Flour Mills or their nominees. The Stamp Duty of Rs. 2,66,400/- payable for conveyance as per Article 25 of Schedule-I of the Bombay Stamp Act, 1956 was paid on the said Development Agreement / Agreement for Sale under the Amnesty Scheme announced by the Govt. of Maharashtra on 10th April, 2001.
- E. **AND WHEREAS**,Mrs. Vitha Umeshchandra Hosali had also agreed to give right of access having width of 20 ft. and length of 402 ft. through the said

Property to one Shri. Marutirao Narayan Kamthe and had retained with herself the F.S.I. pertaining to the aforesaid access road and the aforesaid FSI was made available to M/s. Gauri Flour Mills vide the said Development Agreement;

- F. AND WHEREAS**, as recorded under a Deed of Partnership dated 29th April, 1993 made between Shri. Mahendra Mittal and twelve (12) others (hereinafter referred to as “the said Deed of Partnership”) the parties to the said Deed of Partnership entered into partnership with one another in the name and style of M/s. Gauri Construction Company with effect from 1st April, 1993 and M/s. Gauri Flour Mills, had contributed its right, title and interest in the said Property acquired under the said Development Agreement as its capital in the firm M/s. Gauri Construction Company. Accordingly, M/s. Gauri Construction Company i.e. the Vendors herein became entitled to all the rights of development and carrying out a scheme of ownership flats on the said Property, as per the terms of the said Development Agreement;
- G. AND WHEREAS**, by a Declaration and Confirmation dated 31st December, 2007, executed by Mrs. Vitha Umeshchandra Hosali, the said Mrs. Vitha Umeshchandra Hosali confirmed inter-alia, the terms of the said Development Agreement, receipt of additional consideration of Rs.20,00,000/- (Rupees Twenty Lakhs Only) received from M/s. Gauri Construction Company and that M/s. Gauri Construction Company was entitled to develop the said Property and carry out construction of buildings thereon consisting of residential and commercial units, to sell the said units to various intending purchasers and convey the land in favour of the purchasers or the organization formed. The said Mrs. Vitha Umeshchandra Hosali also executed on 31st December, 2007 a Power of Attorney in favour of nominees of M/s. Gauri Construction Company viz., Shri. Mahendra Mittal and Mrs. Kusum Mittal (jointly and severally), which is registered with the office of the Sub Registrar Haveli No. 1 at Pune under Serial No. 495/2008 which, inter-alia, contained the power to sell/convey the said Property;
- H. AND WHEREAS**, by and under a Deed of Sale dated 7th May, 2009, executed between the Mrs. Vitha Umeshchandra Hosali through Shri. Mahendra Govindram Mittal and the Vendors herein (M/s. Gauri Construction Company) and registered with the office of the Sub-Registrar Haveli No. 1 at Pune under Serial No. 2914/2009 the said Mrs. Vitha Umeshchandra Hosali sold and conveyed the said Property to the Vendors herein. Accordingly, the name of M/s. Gauri Construction Company (Vendors) has come to be recorded in the 7/12 Extract vide Mutation Entry No. 28249;
- I. AND WHEREAS**, the layout plans of the proposed building to be constructed on the said Property were got approved from the Pune Municipal Corporation vide No. DPO/1260/V/108 dated 05th November, 1990, which came to be revised under No. DPO/9591/V/102 dated 20th February, 2007. The permission for the non-agriculture use of the said Property was obtained from the Additional Collector, Pune vide Order bearing No. PRH/NA/SR/196/92 dated

14th May, 1992. The Plans of the proposed buildings to be constructed on the said Property were sanctioned by the Pune Municipal Corporation vide Commencement Certificate bearing No. CC/4477/06 dated 23rd March, 2007, which came to be revalidated by certificate bearing No. CC/0485/11 dated 11th May, 2011 and CC/0959/11 dated 15th June, 2011 which is again came to be revalidated by certificate bearing No. CC/ 2954/16 dated 21st December 2016.

- J. AND WHEREAS**, pursuant to the Commencement Certificate granted by Pune Municipal Corporation, the Vendors herein constructed Building D1 on the eastern side portion of the said Property (hereinafter referred to as “the said Building D1”) comprising of twenty four (24) tenements/flats, which has been duly completed and Building D1 Completion Certificate no. OCC/0419/11 dated 19/07/2011 has been issued by the Pune Municipal Corporation. All the flats in the said Building D1 have been sold to third parties by the Vendors vide separate registered Agreements for Sale.
- K. AND WHEREAS**, the said M/s. Gauri Construction Company have sold, transferred and lawfully assigned all their rights, title and interest in the said Property in favour of the Promoter herein vide Sale Deed dated 12/09/2016, registered at the Office of the Sub-Registrar, Haveli No. 08 at Serial No. 8388/2016. Accordingly, the Promoter herein became sole and absolute owner of the said Property, i.e. said Land along with Building D-1 standing thereon, subject to and without prejudice to the rights and obligations contained in the respective Agreement for Sale entered into by and between the Vendors and respective flat purchasers in the said Building D1 (“the said Rights of the Flat Purchasers of Building D1”), and (b) the right of way available to flat purchasers/occupants in the said Building D1 and the flat owners /occupants of adjoining properties bearing survey number 208 (part) Hissa No. 2 over a strip of land forming part of the said Property (admeasuring about width of 20 ft. and length of 402 ft., i.e. an aggregate area of about 893 sq. meters or thereabouts and as shown demarcated with brown colour hatched lines on the plan hereto annexed and marked as Annexure “A”) (“the said Right of Way”), the title to the said Property is clean, clear and marketable and without any encumbrance or charge whatever.
- L. AND WHEREAS**, being lawful owner and in vacant, actual and peaceful possession of the said Property, the Promoter herein has further revised the Plans of the proposed buildings to be constructed on the said Property were sanctioned by the Pune Municipal Corporation vide Commencement Certificate bearing No. CC/3793/16 Dated 31/3/2017 which will be subject to further revisions as per the applicable laws, rules, regulations, bye-laws etc. in order to entitle the Promoter herein to develop the said Land to its complete potential in a phase wise manner for which informed consent is hereby accorded by the unit purchasers;
- M. AND WHEREAS** the promoter has already constructed residential building bearing no. ‘D1’ and the promoter as per said revised Sanctioned Building

Layout/Building Plans also proposed to construct on the said project land **Residential Building/Wing bearing no. 'B'** to be known as **"FINSWELL WOODS"** and **Commercial Building/Wing "A"** to be known as **"FINSWELL"**. Building/Wing 'A' is having Two Basements, Ground floor, Three Podiums and Ten Upper floors and Building/Wing 'B' are having One Basement, Ground floor, One Podiums and Twelve Upper floors. The Promoter has accordingly commenced construction of the said Project in accordance with the said Proposed/Sanctioned plans.

- N.** **AND WHEREAS** the said Two (2) Buildings to be constructed by the Promoter on the said Land as per the **said Proposed Building Layout** and Building Plans thereof together with the incidental Structures and Common Areas and Facilities thereto and building bearing no. 'D1" are hereinafter referred to as **"the Whole Project"** and the Promoter has decided that construction of each or some of the said Two Buildings and the sale of Residential Flats and Commercial Shop/Offices therein shall be treated as separate "Projects";
- O.** **AND WHEREAS** while sanctioning the said plans concerned local authority and/or Government has laid down/shall lay down certain terms, conditions, stipulations and restrictions which are/will to be observed and performed by the Promoter and the Unit Purchaser/s while developing and using the said land and the said building and upon due observance performance of which only the completion certificate in respect of the said building shall be granted by the concerned local authority.
- P.** **AND WHEREAS** the Promoter has entered into Agreements to Sale in respect of some of the Offices/Apartment in the Buildings forming part of the said Project **"FINSWELL"** with the prospective purchasers thereof and has received amounts towards part of the sales consideration from such prospective purchasers;
- Q.** **AND WHEREAS** the Promoter has obtained Registration bearing No _____ dated _____ in respect of the said Residential Building/Wing bearing no. 'B' to be known as **"FINSWELL WOODS"** and Commercial Building/Wing "A" to be known as **"FINSWELL"** from the Maharashtra Real Estate Regulatory Authority under the provisions of Section 3 of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder; a copy of the said Certificate is annexed hereto as **Annexure "C"**;
- R.** **AND WHEREAS** the Promoters have entered into a standard Agreement with VILAS TARWADI, ARCHITECT who is registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architects and the Promoters have appointed G.A.Bhilare Consultants Pvt.Ltd , Pune for the preparation of the structural design and drawings of the said Building and the Promoters accept the professional

supervision of the said Architect and the said Structural Engineer till the completion of the project provided, however, that the Promoters reserve the right to change the said Architect and Structural Engineers at any time before the completion of the Project;

S. **AND WHEREAS** the Purchaser/s has/have applied and/or agreed to purchase from the Promoter the following, that is to say:

(a) Flat/Office/Apartment admeasuring _____sq.mtrs carpet area bearing No._____to be situate on the _____ floor of Building “_____” of the Complex to be known as “**FINSWELL**” to be constructed by the Promoters on the said Land (the said Office/Apartment hereinafter referred to for the sake of convenience and brevity as "the said Unit") TOGETHER WITH

(b) the exclusive right of user of the Open Terrace - Not applicable in this case.

(c) Covered Car parking space/s bearing no. ----- situated at Ground Floor being constructed in the layout for the consideration of Rs._____/.

on the terms and conditions set out hereinafter and whereas the said Building “A” is hereinafter referred to as “the said Building”; and whereas said Complex to be known as “**FINSWELL**” is hereinafter referred to as "the said Complex"; and whereas the said Unit/Apartment together with its said appurtenances are more particularly described in the Second Schedule hereunder written;

T. **AND WHEREAS**, the Purchaser/s demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of title, Search and Title Report/ Certificate relating to said Property, the said scheme and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter and the copies of various orders and permissions and such other documents as specified under the the Real Estate (Regulation and Development) Act 2016 and/or any other act made applicable from time to time, and/or the rules and amendments made there under.

U. **AND WHEREAS** the Promoter has received some of the approvals from the concerned authorities to the plans, specifications, elevations, sections which are required for implementation of the said building/sand the Promoter shall obtain the balance approvals from the concerned authorities from time to time and shall take all steps and do all acts, matters or things necessary for obtaining Completion Certificate/s and/or Occupancy Certificate/s in respect of the said Project/Building after the physical completion thereof;

V. **AND WHEREAS**, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the said Land on which the Project is to be constructed have been completed.

R. **List of Annexure/s:**

Annexure A:

Photocopy of 7/12 extract of the said Land mentioned in Schedule Ii.e. Survey No. 208/1A, of Village Lohgaon, Pune.

Annexure B:

Photocopy of the sanctioned Plans and/or the Floor Plans of the Unit agreed to be purchased by the Purchaser/s, which is approved by the Pune Municipal Corporation, Pune.

Annexure C:

Photocopy of the Commencement Certificate issued by the Pune Municipal Corporation in respect of sanctioned Plan.

Annexure D:

Copy of the N.A. Order issued by the Collector, Pune

Annexure E:

Photocopy of the Title Report issued by the Advocate of the Promoter in respect of the Schedule I property on which the Unit (Shop/Office)/tenements/ additional parking spaces are constructed or to be constructed.

Annexure F:

Photocopy of the Title Report issued by the Advocate of the Promoter in respect of the Schedule I property on which the Unit (Shop/Office)/tenements/ additional parking spaces are constructed or to be constructed.

- S. After the Purchaser/s enquiry, the Promoter requested the Purchaser/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries, he/she/they had regarding the title and the nature and title of said property, Plans and Specifications and the Purchaser/s has/have satisfied himself/ herself/ themselves about the marketable title and rights of the Promoter in respect of said i.e. Schedule I property and thereof, agreed to purchase **Unit** (Shop/Office)and with Parking more particularly described in Schedule II (if any) written hereunder and hereinafter for the sake of brevity and convenience referred to as "the **SAID UNIT**" and the Unit Purchasers have got satisfied with the same.
- T. **AND WHEREAS**, the Purchaser/s is/are aware of the fact that, if required, the Promoter will decide to amalgamate the Schedule I property with other adjacent properties and to utilize optimum F.S.I., which will be made available against the amalgamated properties and the Said Property has decided to construct the Residential cum Commercial Building/s on the said Land as per the sanctioned plans and specifications. The Purchaser/s is also aware of the fact that, Promoter has entered or will enter into similarand/or separate Agreement/s with several other person/s and/or party/ies in respect of Unit in the said '**FINSWELL**' building of the project and Promoter is going to develop the Schedule I property in phase wise manner. The Purchaser/s herein represented, assured and declared that, the Purchaser/s is/are entitled to and otherwise not debarred or disentitled to acquire the said Unit in the said building under the provisions of any law.

The Purchaser/s is/are aware of the fact that, the construction is undertaken by the Promoter/s in a phase wise manner and the Purchaser/s accorded its consent to the Promoter to revise plans either by way of amalgamation of land and/or subdivision without causing any prejudice to the Unit agreed to be sold to the Purchaser/s herein. Furthermore, the Purchaser/s herein has also accorded its irrevocable consent for transfer and/or assignment of rights of the Promoter herein in favour of any third party, subject to no prejudice being caused to the Unit agreed to be sold to the Purchaser/s herein.

- U. The Purchaser/s herein prior to/at the time of the execution of these presents has/ have paid to the Promoter a **total Rs._____/- (Rupees_____ only)** (Dated – _____ – Ch No._____ Bank, _____Branch, Pune _____) being the part payment of the Sale Price of the Unit agreed to be sold by the Promoters to the Unit Purchaser/s which shall in no event exceed twenty (10%) percent of the total agreed Sale Price and/or the applicable law of the state and/or as per the agreed terms and conditions and the receipt whereof the Promoter doth hereby admit and acknowledge. However, the amounts paid by the Purchaser/s to the Promoter in lieu of the said Unit property booked/ purchased and the same are treated as advance payment by the Promoter till its absolute payment of agreed consideration price has/ have been made to the Promoter.
- V. In terms of the applicable laws, the Promoter herein is required to execute a written Agreement for Sale of the said Commercial Unit which is to be constructed on Schedule I property, in favour of the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act,1908 within the time limit prescribed in the applicable laws. Notwithstanding anything contained in the applicable laws and/or any act being in force, considering mutual benefit of the parties herein.
- W. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein;
- X. The Parties hereby confirm that they are signing this Agreement with full knowledge of the laws, rules, regulations, notifications, etc., applicable to the Project and the Purchaser/s hereby accords its informed consent for further revisions, amendments, development in phase wise manner and/or assignment in favour of third party, subject to no prejudice being caused to the Unit of Purchaser/s herein;
- Y. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abode 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;
- Z. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to

sell and the Purchaser/s hereby agrees to purchase the Unit/Office No. _____ as specified in **Para ____**, the Parties herein have decided, finalized and confirmed the terms and conditions between themselves and decide to reduce the same into writing vide this agreement;

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

1] DEFINITIONS:

The parties hereto agree and confirm that, the terms “TOTAL LAND” referred in this Agreement anywhere agreed and admitted to mean and include the total land owned by the Land Owner/Promoter herein and “the SAID PROPERTY” referred in this Agreement anywhere agreed and admitted to mean and include the land under the project, more particularly described in Schedule I along with the rights to use and utilize present and future Floor Space Index (F.S.I.)/ Floor Area Ratio (F.A.R.) available against the land described in Schedule I written hereunder and Transferable Development Rights(T.D.R.)available against the land described in Schedule I written hereunder and to use the same elsewhere and use and load the T.D.R. upon the Said Property mentioned in Schedule I written hereunder along with the rights to use and utilize the increased/ additional F.S.I. available in respect of the said Property as and when the same becomes available due change in any act, rules, regulations, new policies of the Central/State Govt. or otherwise.

2] The Promoters are proceeding with the construction work of the said residential and commercial Building to be known as “FNSWELL WOODS” AND “FINSWELL” respectively on the said Land more particularly described in the Schedule-I hereunder written.

3] The said Building to be constructed by the Promoters on the said Land shall be constructed by the Promoters in accordance with the plans sanctioned by the Municipal Corporation of Pune and which the Purchaser/s has/have seen and approved.

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 Promoters herein to their respective holdings in the Land along with the relevant Documents.
- b) All the plans sanctioned by the Municipal Corporation of Pune in respect of the said Building proposed to be constructed on the said Land and the specifications of the said Building.
- c) Nature and particulars of fixtures, fittings, and amenities to be provided in the Unit hereby agreed to be sold.

- d) All the particulars of design and materials to be used in the construction of the said Unit hereby agreed to be sold.
- e) The nature of separate organization of persons to be constituted of all purchasers of Units in the said Commercial Building “**FINSWELL**” and to which title is to be passed either a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or an Association of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970.
- f) The various amounts that are to be paid, inter alia, towards the ground rent, revenue assessment maintenance charges, municipal and other taxes and water and electric charges, including water deposit and electricity deposits as are applicable for the time being in force.

5] The Promoters declare that:

- (a) Nature of the title of the Promoters herein to its respective holdings in the Land is clear and marketable and free from encumbrances and based on such representation the purchaser herein has/have entered into this Agreement.
- (b) The said Unit shall be constructed in accordance with the plans and specifications approved and sanctioned by the Municipal Corporation of Pune.
- (c) Possession of the said Unit agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Promoters on or before **31st December 2020** provided that the Purchaser/s shall have made payment of the instalments towards the purchase price of the said Unit and other charges / deposit/s as mentioned in herein below as agreed upon without delay at the times stipulated for payment therefore.
- (d) The carpet area of the said Unit shall be _____ **sq.mtrs.** (subject to a variation of 3%) as per the copy of plan of the said Unit annexed hereto as **Annexure “B”**.
- (e) The Promoters shall within the time prescribed therefore under the provisions of the Real Estate Act, 2016, take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the purchasers/Allottees of units in the said Building or an Association of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970.

6. The said Unit/Apartment hereby agreed to be sold is intended _____ and shall be used for permissible commercial purposes only _____ and the _____ Purchaser/s _____ undertake/s that the said Unit shall not be _____ used by the Purchaser/s for any other purpose whatsoever.

7] **CONSIDERATION:**

7.1 The Purchaser/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/Purchaser **Unit/Office no. _____** having carpet area of _____ sq. fts. (approx.) i.e. _____ sq. mtrs. and to be situated on _____ floor in commercial building/wing no. **“A”**, to be known as **“FINSWELL” TOGETHER WITH** Covered Car Parking space bearing no. _____ situated at Ground Floor being constructed in the layout balconies, as described in the Schedule II, in the said project known as **“FINSWELL”** to be construed on Said Property (hereinafter referred to as **“the said Unit/Apartment”** and more particularly described in “Schedule-II” written hereunder) for the lump-sum total aggregate consideration amount for the apartment of **Rs. _____/-** (Rupees _____ only) and also including the proportionate price of the restricted common areas and facilities, appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises are more particularly described in the Schedule II written hereunder, but said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the agreed amenities and facilities. The above said consideration however also does not include the expenses for Stamp Duty, Tax under the Works Contract Act or Value Added Tax (VAT), Service Tax, Goods and Service Tax (G.S.T.) as applicable, Monthly/ One Time Maintenance (O.T.M.) charges, Sinking or Building Repairs Fund and other taxes, Registration Charges and other deposits, taxes and other charges as may be levied from time to time by the concerned local authorities, agreed Incidental charges, cost of Ad-ons, which shall be paid by the Purchaser/s separately as and when the same will become due or payable under this agreement.

(The “Carpet Area” means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts (if any), exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal _____ partition walls of the apartment.)

The Total Price above includes the booking/earnest amount paid by the allottee to the Promoter towards the Unit and pro rata share in the common areas as provided in the Agreement and does not include sums payable for the said Unit towards Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project either by State Government, Central Government, Local Bodies, Municipal authorities etc., payable by the Promoter) up to the date of handing over the possession of the

said Unit and thereafter, as may be levied with respect to said Unit. It is hereby further agreed that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased / reduced based on such change / modification and the Unit Purchaser hereby admits his/her/their sole responsibility to bear and pay any and all taxes, levies, charges, statutory impositions as may be levied with respect to said Unit. It is hereby further clarified that in an event the Unit Purchaser fails to pay such amount as required with respect to aforementioned taxes, levies etc. within a period of seven (7) days from the date of receipt of such demand, the Promoter may at his sole discretion pay such liability and such amount paid by the Promoter on behalf of the Unit Purchaser/s shall constitute a fixed charge on the said Unit and be construed as a liquidated damages liable to be repaid immediately by the Unit Purchaser/s to the Promoter along with interest @ 20% per annum.

The Promoter shall periodically intimate the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment within fifteen (15) days from the date of such written intimation. In addition, the Promoter shall provide to the Purchaser/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dated from which such taxes, levies etc. have been imposed or become effective.

The Sale of the said Unit is on the basis of Carpet area only. The Purchaser/s shall make payment of the said agreed consideration amount by Cheques/ Demand Drafts / Bank Pay Orders drawn /issued on/in favour of **“M/S.LMS REALTY”** to the Promoters according to the Schedule of Payments set out in the hereunder written. The Promoters shall have a first charge/ lien on the said Unit/Apartment and its said appurtenances to the extent of all amounts receivable by the Promoters from the Purchaser/s under the terms hereof. The Purchaser/s shall make payment of all installments towards the agreed consideration amount to the Promoters by Demand Draft or by local Cheques,. If the Purchaser/s makes payment of any of such installments by way of Out-station Cheques, then in such event, the date of payment of the amount represented by such Cheques shall be the date when such amount is credited in the account of the Promoters after deducting therefrom the amount of commission charged for clearance of any such Cheques by the Bank to the Promoters. On or before completion of the of the said Building, the Purchaser/s shall make the payment to the Promoters of, MSEDCL Charges, and Maintenance Deposit as mentioned in Clause No. 7.5 herein below. The Purchaser/s shall make payment of MSEDCL Charges and the said in the name of **“M/S.LMS REALTY”**.

The Parties hereto agree and acknowledge that the computation of the price of the Unit includes recovery of price of land, construction of not only the unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting

equipment in the common areas etc. and includes cost for providing other facilities as provided within the Scheme.

The Purchaser herein further agrees and acknowledges that the Total Price is escalation free, save and except increases which the Purchaser/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, costs/charges imposed by competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/s, which shall be applicable on subsequent payments.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Unit, as the case may be, without the previous written consent of the Purchaser/s. Provided that the Promoter may make such minor additions or alterations as may be required by the Purchaser/s, or such minor changes or alterations as per the provisions of the Act.

7.2 Carpet area of the Unit is taken as the total covered area of the flooring measured between wall to wall before plaster and shall include all the rooms, passages of the Units. The nature, extent and description of common areas and facilities are more particularly described hereunder and the Promoter has agreed to provide specifications in the Units, which are more particularly described hereto. The Promoter and Unit Purchaser/s agree not to question or challenge the said consideration as the same having been settled on the basis of carpet area and on lump sum basis after considering all the aspects and other terms of agreement.

7.3 It is specifically agreed between the parties that, this agreement is not a 'Construction Agreement' or 'Works Contract Agreement' or 'Service agreement'. This agreement is purely for Sale of Unit, which is to be constructed/ constructed upon the Said Property mentioned in Schedule I by the Promoter.

7.4 The Purchaser/s hereby agreed to pay to the Promoter, an amount of aggregate consideration price of Rs._____/-, in respect of the said unit in the mutually agreed/ following manner:

1. Rs. ____/- (10%) On or before the execution of this agreement as advance payment or application fee.
2. Rs. ____/- (20%) within 15 days after the execution of this Agreement.
3. Rs. ____/- (15%) On Completion of the Plinth of the Building.

- 4. Rs. _____/- (10%) On completion of 1st slab, Basements, Podium and Parking slabs.
- 5. Rs. _____/- (5%) On completion of 7th slab of the building
- 6. Rs. _____/- (5%) On completion of 9th slab of the building
- 7. Rs. _____/- (2%) On completion of 12th slab of the building
- 8. Rs. _____/- (2%) On completion of 15th slab of the building
- 9. Rs. _____/- (1%) On completion of 16th slab of the building
- 10. Rs. _____/- (5%) On completion of the walls, internal plaster, floorings doors and windows.
- 11. Rs. _____/- (5%) On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment
- 12. Rs. _____/- (5%) On completion of the external plumbing and external plaster, elevation, terraces with Waterproofing, of the building or wing.
- 13. Rs. _____/- (10%) On completion of the lifts, water pumps and electrical fittings of the said Apartment.
- 14. Rs. _____/- (5%) Within Seven days of the Promoter intimating to the Purchaser/s that the unit is ready for use and occupation.

RS. _____/- (100%)

7.5 In addition to the above amount of consideration price, the Purchaser/s has agreed to deposit the following sums with the Promoter on or before the delivery of possession of the said Unit/Apartment. However said charges are approximate (appx.), minimum charges and the Promoter has right to change, decide, and fix such charges considering the situation at the time of possession and the Purchaser/s agreed with the same.

- (i) Rs. _____/- (for 12 months) towards maintenance
- (ii) Rs. _____/- Towards DG Back up Charges
- (iii) Rs. _____/- Towards the MSEDCL charges

Rs. _____/- Total

IN ADDITION Service Tax & Vat as per statutory provisions As Per Applicable by Government Of India FROM TIME TO TIME.

However, the above sums will be payable whenever demanded by the Promoter of the said unit, but before taking possession by the Purchaser/s. The Electricity bill/ Property tax bill will be paid by the Purchaser/s immediately after the meter is issued to the Unit Premises. If Genset is used by or for any of the unit Purchaser/s before the completion or society/ apartment formation whichever is earlier

then they all must be responsible for its monthly/ yearly charges and/or funds required for repairs, fuel, replacements, defects of the same. The Unit Purchaser/s and/or the Promoter shall present this Agreement as well as the Conveyance/ Lease deed in favour of the Society/ Condominium or Association of Apartment Holders etc. at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof. As mutually agreement, it is sole responsibility of the Purchaser/s to get this agreement registered.

7.6 It is specifically agreed between the parties that, Purchaser/s shall pay all amounts pursuant to total consideration price and agreed incidental charges payable by him/her/them to the within stipulated time, within a period of fifteen (15) days from the date of receipt of demand notice/ letter. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Unit Purchaser/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Unit Purchaser/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter. The amount of interest shall be informed to the Unit Purchaser from time to time or on completion of the said Unit. The amount of interest and penal interest shall be calculated at the time of possession of the said Unit and the Unit Purchaser/s has agreed to pay the same before the possession of the said Apartment/Unit.

7.7 The Purchaser/s hereby agrees to pay the above mentioned payments and/or its installments within 15 days from receipt of intimation of aforesaid payment/ installments from the Promoter. The Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Unit until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

7.8 It is made clear and also agreed by and between the parties hereto that, the Promoter shall not be bound to follow the chronological order of any of the abovementioned stages/ installments of payment of consideration price and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of payment as per progress of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. It is hereby agreed that, the time for payment as specified above i.e. "Time is Essence of the Contract" and upon failure of the Purchaser/s to pay the same on due dates, it shall be deemed that, the Purchaser/s has/ have committed BREACH of the terms of this agreement. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any which shall be imposed by the concerned authorities at the time of

sanctioning the said plans or thereafter and before handing over the possession of the premises to the Purchaser/s, comply with the legal provisions as may be necessary in that behalf as per applicable rules, laws etc.

- 7.9 The Unit Purchaser/s hereby agrees that, in the event of any amount by way of premium to the concerned Authority of the State and/or Central Govt. or Betterment charges or Service tax or Development tax or Educational Cess or Value Added Tax (VAT), Service Tax or any other direct or indirect taxes or payment of a similar nature becoming payable by the Promoter either before or after delivery of possession pursuant to the said Unit, the same shall be paid by the Purchaser in advance or upon its demand by the Promoter. If unit Purchaser/s fails to pay such amount within seven days from its demand, then unit Purchaser/s shall be liable to pay interest thereon @ 18% p.a. until its payment. Also in the said event there shall be charge of the amount due on the said Unit and income there from and until payment of said dues Purchaser/s shall not be entitled to assign, sell or transfer the said Unit in any manner. It is understood that, if such interest shall not cover the damages/ losses that, will be suffered by the Promoter due to non-payment, then in such event, the Purchaser/s shall be further liable to pay damages and loss that will be suffered by the Promoter due to non-payment and the Purchaser/s shall keep the Promoter harmless and indemnified thereof.
- 7.10 In the event, however if the Promoter is constrained to pay any such amount, the Purchaser/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% per annum on the amounts from the date of its payment by the Promoter. It is agreed that, the Promoter shall have the right to claim such amount along with other claims/ compensation/ losses/ burden undergone/ undertaken by him. It is further agreed that, there shall always be a charge/ lien of the Promoter, on the said Unit in respect of the amount stands payable by the Purchaser/s to the Promoter towards the VAT and/ or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.
- 7.11 It is hereby made clear that the said Unit, if any shall be treated as a single indivisible unit for all purposes. It is agreed that the entire scheme is to be developed in a phase-wise manner and the said Building is a part of the said scheme covering the said Land and the Promoter shall be entitled to develop the same in a manner forming societies / ultimate body/ condominium for each such building and ultimately a federation of societies, which shall only be entitled for conveyance of the said Land.
- 7.12 The Purchaser herein shall pay the aforesaid amount along with the vat, service tax and such other taxes, cesses, charges etc. along with each installment on due date or within seven days from the Developer giving the written intimation to the Purchaser calling upon the Purchaser to make the payment. Payment in time is of the essence of the contract. The payment should be made after

deduction of TDS, and the purchaser shall issue TDS certificate to the developer herein, if applicable.

- 7.13 It is specifically agreed between the Promoter and Unit Purchaser that only receipt on full and final consideration from Unit Purchaser the Promoter shall handover the vacant and peaceful possession of the said Premises to Unit Purchaser. Further, the Unit Purchaser shall deduct 1% TDS on agreed consideration and/or as per applicable rates mentioned in section 194IA from time to time of the Income-Tax Act, 1961 in an event the agreed consideration for purchase of said Unit exceed an aggregate sum of Rs.50,00,000/- (Rupees Fifty Lakhs Only). It is also agreed by Unit Purchaser that he/she/they will pay 1% TDS amount on agreed consideration towards Income Tax within seven (7) days from the date of making aforementioned payments or accounting for the same. Whichever is earlier Further, the Unit Purchaser shall issue the TDS certificate in the name of Promoter. If the Unit Purchaser fails to pay 1% TDS amount, then he/she/they will be liable to indemnify, defend and hold harmless the promoter from any actions, notices, suits ect. Arising from such failure and shall also pay the penalty to Income Tax Department.
- 7.14 The Purchaser/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s fail/s or delay/s to make payment of all the amounts due and payable under this Agreement within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s agrees to pay interest as specified in the Rules (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s commits three defaults of any such payment of amounts, the Promoter shall at his own option, may terminate this Agreement, provided that, the Promoter shall give notice of fifteen days in writing to the Purchaser/s, by E-mail on the email id provided in this Agreement or under Registered Post / Private Courier at the address provided in this Agreement of the Purchaser/s mentioned in this Agreement of the Promoter's 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 Purchaser/s 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 without interest to the Purchaser/s the amounts paid by Purchaser, after deducting therefrom a sum equivalent to 5 (Five) percent of the agreed lump sum price/consideration of the said Unit (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of thirty

days of such termination upon execution and registration of the Deed of Cancellation recording such termination. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter and the Promoter shall be in no way responsible for obtaining refund (if so available) of the same from the concerned authorities. The Purchaser/s shall only have a money claim simplicitor on the Promoter for refund of all such amounts due to the Purchaser/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as the Promoter deem fit and proper without recourse or reference to the Purchaser/s.

8]. TERMINATION OF THIS AGREEMENT:

- 8.1 If the Purchaser/s herein violates any terms and conditions of this agreement for whatsoever reason including non-payment of agreed consideration within stipulated period then, the Promoter herein shall have absolute right and authority to terminate this agreement by giving 15 days prior notice in writing of his/ her/ their Intention to Terminate this agreement, by stating about specific default, breach or breaches of the terms and conditions being grounds behind Intention of Termination of the agreement and the Purchaser/s herein within reasonable time may get the default rectified and which period will not be more than 15days from the receipt of such notice. After giving notice in writing, if the Purchaser/s herein fails to rectify the default/ breach of terms and conditions within aforesaid stipulated period, then the Promoter herein shall have absolute authority to issue the fifteen(15)days prior notice in writing by Registered Post A. D./Speed Post/Email/Courier of its/their intention to terminate this agreement and pointing out the breach or breaches of the terms and conditions on account of which it is intended to terminate this agreement and the Purchaser/s has/have failed and/or neglected to rectify the breach or breaches within the period of 15 days of such notice. On expiry of such notice period, the Promoter herein shall be entitled to issue Second Notice as to the Termination of Agreement and thereafter the Promoter herein entitled to deal with the said Unit with the prospective buyer and the Purchaser/s have consented for the same. However for making such breach of terms and conditions and/or willful default in payment by the Purchaser/s, the Promoter is at liberty to cancel, terminate and revoke the booking and make cancellation of this Agreement held by the Purchaser/s with immediate effect. The Purchaser/s herein has granted the authorization unto the Promoter by this agreement for the same.
- 8.2 For whatsoever reason, if the Purchaser/s herein desires to terminate this agreement/ transaction in respect of the said Unit then, the Purchaser/s herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser/s and upon such receipt of notice the Promoter herein shall be entitled to deal with the Said Unit with prospective buyers.
- 8.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Unit between the Promoter and Purchaser/s herein terminated

as stated in sub-para (8.1) and (8.2) hereinabove written, then upon expiration of a period of three (3) months thereafter all the instruments, deeds and documents on whatsoever head in respect of the dealing/ transactions/ booking of the said unit by Purchaser/s, will be termed as 'Ipso facto terminated' from the date of issuance of the said legal notice by or to the Promoter as the case may be and all the documents executed between the parties hereto or between the Promoter and Purchaser/s herein shall stand automatically cancelled, will be termed as non-est, non-effective, non-operative for default in payment breach of terms and conditions of this agreement by the Purchaser/s and No separate document of cancellation is then required. The Purchaser/s herein has agreed and hereby undertakes not to object or create hurdle for above mentioned cancellation.

- 8.4 On termination of transaction in respect of the said Unit as aforesaid the Purchaser/s herein shall be entitled to receive the refund of amount (paid by the Purchaser/s to the Promoter towards advance of consideration price), after re-dispose of said Unit by the Purchaser/s as under:-
- i) If the Promoter is able to dispose-off the said Unit for the same consideration or higher consideration as to the consideration agreed between Promoter and Purchaser/s herein then, the Purchaser/s herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Purchaser/s to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head.
 - ii) As per the understanding held between the parties, in case of termination as stated above, the Promoter is entitled to deduct a sum of Rs.2,00,000/- as liquidated damages from the Purchaser/s and/or as Administrative charges on account of earlier termination by Purchaser/s and the Purchaser/s consented for the same.
- 8.5 Notwithstanding anything contained in the clauses above, in the event of the Promoter unable to give possession of the said Unit on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser/s will be entitled to terminate this agreement and on such termination the Promoter shall within 180 days of such termination refund the entire amount received under this agreement with interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% per annum unto the Purchaser/s.

The Purchaser/s, if resident outside India shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder of 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 to provide the Promoter with such permission, approvals, which would enable the Promoter to fulfill its obligations under this Agreement. The Purchaser/s agrees and

acknowledges that in the event of failure to on his/her part to comply with the applicable guidelines issued 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.

The Promoter accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any under the applicable laws. The Promoter shall not be responsible for towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way.

9]. OBSERVATIONS OF ALL CONDITIONS IMPOSED BY STATE GOVERNMENT AND LOCAL AUTHORITY:

9.1 The Promoter hereby agreed to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any Change in the Zoning/ULC/ Ceiling/ Housing laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

9.2 It is hereby agreed that, subject to the terms of this Agreement the Unit Purchaser/s shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by local authority at the time of sanctioning of the plans or any time thereafter or at the time of granting Completion Certificate.

10]. DISCLOSURE OF TITLE:

The Promoter hereby agrees that, before handing over possession of the said Unit to the Purchaser/s and in any event, before execution of Deed of Conveyance or Lease Deed of the Total Land in the project/s along with the Ownership rights of the construction carried out thereto, in favour of the Society/ Condominium of Apartment Holders, Promoter shall make full and true disclosure of the nature of the title of the Said Property mentioned in Schedule I in the project and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the land mentioned in the Schedule I, and shall as F.A.R. as practicable ensure that, Said Property mentioned in Schedule I is free from all the encumbrances, so as to enable them to convey or lease to the said Society/ Condominium of Apartment Holders, such absolute clear and marketable Ownership rights in the Said Property mentioned in Schedule I and buildings constructed upon it. Before execution of this agreement the Promoter has also given true copies of all relevant documents to the Purchaser/s as required by law. The Purchaser/s had independently satisfied himself/ herself/ themselves about the title of property

and authority of the Promoter to construct the said building and title to the Said Property mentioned in Schedule I and hence The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter to enter into this agreement.

11]. POSSESSION AND DEFECT LIABILITY PERIOD:

11.1 The Promoter shall give the possession of the said Unit to the Purchaser/s on or before **31st December 2020**. It is agreed between the parties hereto that if the Promoters fail to give possession of the said Unit in accordance with the terms of this Agreement on the date mentioned hereinabove, or if, the Promoters and/or their Agents for reasons beyond its control, are unable to give possession of the said Unit by the said date and after a period of six 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 Unit from the Purchaser/s with interest as per State Bank of India highest Marginal Cost of Lending Rate Plus 2% per annum from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s and the said amount and interest shall be charged on the said Unit 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 building in which the Unit is to be housed is delayed on account of:

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, Civil Commotion or Act of God.
- iii) Any notice, order, rule, notification of 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 M.S.E.D.C.L, in issuing or granting necessary Certificates / Noc's / Permissions / Licenses / Connections of any service such as Electricity, Drains and Water Connections and Meters to the said Complex under construction by the Promoters on the said Land.
- v) Force-majeure Causes or other reasons beyond the control of the Promoters
- vi) Any additional work in the said Unit undertaken by the Promoters at the instance of the Purchaser/s.
- vii) Any Delay or default by the Purchaser/s in making payments as per terms and conditions of this Agreement (without prejudice to the right of the Promoters to terminate this agreement under Clause 15 mentioned herein below).

The Purchaser/s shall take possession of the said Unit within fifteen days of the Promoters intimating to the Purchaser/s that the said Unit is ready for use and occupation and, 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 or the ultimate body to be formed, as the case may, be to carry out any alterations of whatsoever nature in the said Unit 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 or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoters, the liability of the Promoters under the Real Estate Act, 2016 to rectify defects automatically shall become void and Purchaser/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. It is also mutually agreed that the said statutory liability period will start from the date of the Promoters obtaining Completion Certificate of the said Unit from the Municipal Corporation of Pune and shall extend for a period of five years. The Purchaser / s shall take possession of the said Unit after inspecting the same and satisfying itself/herself/themselves that the same has been constructed in accordance with the Building Plans in respect thereof and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. Subject to what is stated above, the Promoters shall not be obliged to entertain any complaint or claim made by the Purchaser/s in respect of the said Unit after possession thereof has been handed over to the Purchaser/s.

- 11.2 The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Unit therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and the Purchaser/s hereby give/s his/ her/ their specific consent to the same. If the Purchaser/s takes possession of Unit in such part completed portion or floor or otherwise, the Promoter and/or his agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are or any part thereof and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/ her/ them or any other person/s.
- 11.3 The Purchaser/s shall take possession, within a period of 15 days of the Promoter giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation. Upon receiving a written intimation from the Promoter, the Allottee/Purchaser shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement., and the Promoter shall give the possession of the Apartment to the Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in above clause such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 11.4 The price of the Unit hereby agreed is on the basis of the carpet area of the Unit and proportionate cost for common area and facilities. Before delivery of possession of the said Unit and the Unit Purchaser/s shall satisfy himself/ herself/ themselves about the correctness of the area of the said Unit and about

the quality of construction work and specifications/ amenities provided. However after delivery of possession when defect liability period is over, the Unit Purchaser/s shall not be entitled to make any complaint thereof and all the rights regarding the same shall be deemed to have been waived.

- 11.5 If within a period of five (5) years from the date of obtaining Completion Certificate from the competent authority and/or handing over the Unit to the Purchaser/s, whichever is earlier, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the Unit or the building in which the Units are situated or the material used therein or any unauthorized change in the construction of the said building attributable to the Promoter, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at their own cost and in case if it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. The word defect hereinabove stated shall mean only the manufacturing defects caused on account of willful neglect of the Promoter himself and shall not mean defects caused by normal wear and tear, negligent use of the Unit/ building/ premises by the Unit Purchaser/s, abnormal fluctuations in the temperatures, abnormal heavy rains, natural calamity etc. Provided further and it is agreed between the parties hereto that, the described liability period under the Act shall be deemed to have commenced from the date of obtaining the Occupancy Certificate or from the date on which the Promoter has given the necessary intimation under the above clauses, to take possession of the Said Unit, whichever is earlier.

Provided however, it is agreed that, the Purchaser/s shall not carry out any structural alterations of whatsoever nature in the said Unit or in the fittings therein, in particular it is hereby agreed that, the Purchaser/s shall not make any general alterations in any of the 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 Promoter, the Purchaser/s shall not be entitled to the warranty regarding the defect liability period from the Promoter and the same shall automatically stand extinguished and the Purchaser/s shall be liable for the consequences thereof.

- 11.6 The Unit Purchaser/s shall not be entitled to claim possession of the said Unit until the Unit Purchaser/s (i)pays all dues payable and/or agreed under this agreement in respect of the said Unit to the Promoter, (ii)pays the necessary deposits, (iii) sign on the necessary possession documents, receipts, acknowledgement etc.
- 11.7 After receipt of the Completion Certificate/Occupancy Certificate from the Pune Municipal Corporation or any other designated local competent authority in District Pune and the Certificate issued by the Structural Consultant shall cease to be valid and shall become ineffective, in case of,
- i. Any unauthorized addition or alteration made to the Unit/ building by the Purchaser/s and/or
 - ii. any damage caused to the building by accident and/ or

- iii. any tampering with the geometrical section/s of all the buildings for any purpose whatsoever and/ or
- iv. any overloading of the building than prescribed and/or
- v. lack of maintenance of building/ unit by the Unit Purchaser/s and/or their society/ association and/or
- vi. any event of force majeure and/or
- vii. any act of God and/or
- viii. any natural calamity and/or
- ix. any manmade occurrences which could not have been envisaged while designing the building for which the building is not designed, and/or
- x. any act that is detrimental to the insurance/ structural stability of building as a whole and/or
- xi. failure to communicate to the concerned authorities about above such deformities in time.

12. USE OF F.S.I.:

12.1 The Promoter hereby declares that, the Floor Space Index [F.S.I.] made available with respect to Said Property mentioned in Schedule I is mentioned in the sanctioned plan. It is further clarified that, the Promoter has unfettered and irrevocable right to use additional Floor Space Index (F.S.I.) and/or Transferable Development Rights (T.D.R.) and/or in any way permissible upon the Said Property mentioned in Schedule I in permissible manner as per the building byelaws of Municipal Corporation of Pune.

12.2. The Promoter is entitled to amalgamate the Said Property mentioned in Schedule I with adjacent property and to obtain and then utilize optimum F.S.I. available against such properties and thereby construct additional tenements. Further if any additional F.S.I./ Benefit whatever permissible or allowed against Schedule I property or its amalgamation with other property or due any road widening/ reservation etc., on due to amenity space, slum or other T.D.R. etc. or due to change in laws is generated and made available to the Promoter before the Conveyance/ Lease Deed is executed with respect to Said Property mentioned in Schedule I in favour of the Society of Unit Purchaser/s or Association of Apartment Owners, the Promoter or their nominees has exclusive right to use such additional F.S.I./ F.S.I. available through T.D.R. (D.R.C.) for the sole benefit and is under obligation to load/ utilize the same as per the statutory provision within 5 years from the date of Conveyance/ Lease deed or float the same as per their own discretion within the same project or upon in their other project by constructing Multistoried building/s and the Purchaser/s hereby further give/s and accord/s his/ her/ their consent to avail additional F.S.I. and load F.S.I. available through T.D.R. (D.R.C.) AND further to do any additional constructions without materially and adversely affecting the area of the said Unit and the Purchaser/s shall not have any right to object for such additional construction which will be carried out by the Promoter in future. The Purchaser/s and/or the ultimate common organization/ ad-hoc body of the Purchaser/s shall not take any objection and granted their consent in perpetuity

for the same and shall not claim any such residual and/or additional F.S.I. (F.A.R.) and/or the benefits thereof.

- 12.3 In this Agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R.) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws.
- 12.4 It is specifically agreed that, the Promoter has made the construction on Schedule I property as per the provisions of present applicable laws and as per the sanctioned building plans and no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever till the date.
- 12.5 The Promoter further is entitled to do construction of the units(Flat/shop/office) in the present project as per the balance/ additional F.S.I./ F.S.I. available through T.D.R. (D.R.C.)by subjecting the present project and/or units under it, to the provisions of Real Estate (Regulation and Development) Act, 2016 (R.E.R.A.), National Building Code(N.B.C.) and/or due to change in act or constitution of, Building Byelaws, concerned Development control rules(D.C.R.), as per the amendment in (B.P.M.C.) M.P.M.C.Act, M.R.T.P.Act OR as per the enactment of any other new law (Statute) by State/ Central Govt. as per the new rules and regulations, norms, changed policies of Central and/or State Govt. relating to construction that coming into force and the parties has decided to govern by the same as and when required.
- 12.6 The Promoter declares that, the Promoter is entitled to get the said scheme sanctioned on the Said Property mentioned in Schedule I or any portion out of the Said Property mentioned in Schedule I modified and/or revised from Municipal Corporation of Pune, from time to time.
- 12.7 The Promoter hereby declares that, the unit Purchaser/s hereby irrevocably empowered, consented the Promoter and anyone of its FIRM/ COMPANY/ AOP/ J.V. and/or its Partners/ Director/ Members/ Constituents, as Power of Attorney holder of the unit Purchaser/s to execute any deed and document, letter etc. thereby permitting the Promoter to utilize balance or additional F.S.I. and T.D.R. and for the said purpose to revise the layout and building plans required from time to time, to avail of any benefits, to obtain F.S.I. for open space and get the building plan for open space sanctioned, to give consent for mortgage of the Said Property mentioned in Schedule I by the Promoter, to give consent to the draft of Deed of Declaration and Deed of Apartment and/or Final Deed of Conveyance or Perpetual Lease and to execute the declaration thereof, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter.
- 12.8 If any portion of the Said Property mentioned in Schedule I adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road /R.P. Road or for any other reservation and the concerned authority

decides to grant and pay the compensation thereof in terms of additional F.S.I.(F.S.I.) in respect of the said portion under the road widening to be utilized in the remaining portion of the Property or in any other property by floating the F.S.I.. then, in case of such event and as and when such F.S.I. is granted for any reason as per the law, the Promoter shall be entitled to use the same and additional built up area in the Said Property mentioned in Schedule I either by way of construction of new building or extension of the buildings or by adding floor/s on the existing buildings, which are presently permitted or in any other property as per the discretion of the Promoter. The Unit Purchaser/s has hereby given his/her/their irrevocable consent thereof and the Promoter shall be entitled to revise the plans, get the same sanctioned from Municipal Corporation of Pune or any other concerned authority and construct the additional units as permitted by Municipal Corporation of Pune/ Concerned Authority and to allot/sell them to various persons. The Unit Purchaser/s shall have no objection for the allotment of the premises and/ or the said new allottees to be admitted as members of their Association. If the Municipal Corporation of Pune/ concerned authority refuses to permit the F.S.I. in respect of the area under road, road widening, reservation then the Promoter alone shall be entitled to the compensation in respect thereof or can convert the balance F.S.I. into Transferable Development Rights or Floating F.S.I.and can appropriate the same for benefits of Promoter herein.

- 12.9 The Promoter shall be entitled to use the present/ future unutilized and/or additional built up area/ F.S.I./ T.D.R. or F.S.I. obtained in any form/ by any means in respect of the entire Property of the project in any other property by floating the same or as per law and/or in the same property as and when the same is permitted either by way of construction of new building or by adding floor/s or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use F.S.I. pertaining to other property in the Said Property mentioned in Schedule I as and when permitted by Municipal Corporation of Pune or any by any concerned authority. The Unit Purchaser/s hereby have given his/ her/ their irrevocable consent thereto and the Promoter shall be entitled to revise the layout/ building plans, get them sanctioned from Municipal Corporation of Pune, construct the additional buildings/ floors/ units as permitted by Municipal Corporation of Pune and to allot/ sell them to various persons. The Unit Purchaser/s shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall allow or admit the new transferees as its members. Notwithstanding anything contained in the clauses of this Agreement, the Promoter shall be entitled to utilize any balance and/or additional F.S.I. and/or T.D.R. or F.S.I. obtained in any form as stated in above paras on any open space/ areas and/or on terraces above the building/s both prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right and the unit holder/s herein has consented for the same in perpetuity and in future will not object it through their association/ society/ condominium etc.

13]. RIGHTS OF THE PROMOTER TO DEVELOP PROJECT LAND:

- 13.1 Promoter hereby declares that, the Promoter is going to develop Said Property mentioned in Schedule I in phase wise manner. Promoter hereby declares that, the development of the Said Property mentioned in Schedule I will be completed on or before 31st December 2020 with permitted extensions as permitted in terms of this Agreement and upon the assurance given by the Purchasers that they will make timely payment of the agreed consideration price. The Promoter is entitled to reasonable extension of time, if the completion of the project is delayed on account of:
- a. Non availability of steel, cement, other building material, water or electricity.
 - b. War, civil commotion, or act of god.
 - c. Any notice, order, rule, provision in the act, notification of Government and/or other public or competent authority or court order.
 - d. Any act which is beyond the control of the Promoter.
- 13.2 The Promoter herein has obtained sanction of the building/s plan/s to be constructed and/or constructed on the Said Property mentioned in Schedule I and the Promoter herein shall construct the said building/s on the Said Property in accordance with the plans, revised plans designs, specifications, revised plans approved by Municipal Corporation of Pune, from time to time and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by Municipal Corporation of Pune to be made in them or any of them.
- 13.3 The Purchaser/s hereby gives his/ her/ their irrevocable consent to the Promoter herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans of the buildings which are under construction or to be constructed on the Said Property and also gives his/her/their consent for change in the location of the amenity space, open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and to change elevation of the building/s, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa as the Promoter in their sole discretion may think fit and proper and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Code, Bill, Order, Permission or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority or Promoter.

PROVIDED further that, the Purchaser/s hereby give/s and accords his/ her/ their full consent for any other revision/ change/ alterations/ modifications required by the Promoter in the plans and/or Subdivision or amalgamation of plans and alterations or additions in the structure of the building including reducing or enhancing the number of floors of the said building/s and/or construction of additional floor/Units and/or addition extension of any building.

- 13.4 The Promoter alone shall have full rights of disposal/ alienation/ transfer of Units/ tenements/ IT Parks, construction resulting from the said residue/ additional F.S.I. and for F.A.R. and the Purchaser/s, Acquirers of the said Units/tenements etc. shall be entitled to get membership and admission into the Society/ Condominium of Apartment Holders as per or upon the necessary instruction/nomination from the Promoter.
- 13.5 The Purchaser/s hereby grant/s his/ her/ their irrevocable power and consent to the Promoter and agrees:-
- a) that the Promoter alone shall be entitled to all F.S.I. in respect of the Said Property mentioned in Schedule I whether available at present or in future including the balance F.S.I. in respect of the Said Property mentioned in Schedule I, the additional F.S.I. available under applicable rules from time to time and/or by any special concession, modification of present Rules and Regulations granting, due to change in policies, new rules/policies being made applicable.
 - b) That the Purchaser/s and/or Society/ Condominium of Apartment Holders of all the Unit Purchaser/s will not be entitled in any circumstances, to any F.S.I. in respect of the Said Property mentioned in Schedule I or benefits of any additional F.S.I./ F.A.R./ T.D.R. or shall have any right to consume the same in any manner whatsoever as the Promoter has agreed to convey, grant lease of Said Property in perpetuity along with the construction standing thereon and the Purchaser/s have consented for the same. "Notwithstanding that is contained in the applicable laws to the construction of Residential cum Commercial building on the said property, it is agreed by and between the parties hereto that, the Promoter is always entitled to Future F.S.I. available in present or future on the said Property irrespective of the Ownership of the Land".
 - c) That the Promoter shall be entitled to develop the Said Property mentioned in Schedule I in an agreed manner, fully by constructing and/or by making additions in the said building and/or by constructing additional buildings/ floors/ structures so as to avail of the full F.S.I. permissible at present or in future for the Said Property out of Total Property mentioned in Schedule I which may be available on the Said Property and additional F.S.I. available against the properties which will be amalgamated with the Said Property and including putting up any "additional construction" as mentioned above and Promoter selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of the Units in such building or buildings and/or their common organization having any claim thereto or to any part thereof. The F.S.I. of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Promoter who shall be at liberty to use, deal with, dispose of, sell, transfer, assign, convey the same in manner the Promoter may deem fit and proper. The Purchaser/s agree/s not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above

and in this agreement is carried on. The Promoter shall be entitled to consume such F.S.I. by carrying out additional construction and/or by way of extension of any structure. The document vesting the title of the said portion, building, etc. and transfer of rights and benefits of the Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation.

- d) The Promoter alone shall be entitled to sell/allot additional Covered Car Parking spaces as the Promoter may deem fit, to any Purchaser/s of premises in the said building, upon the terms and conditions as the Promoter may deem fit and proper.
 - e) The Promoter alone shall be entitled to sell any portion of basement, stilt, for any use that may be permissible or ultimately may be permitted by the authorities concerned.
 - f) To admit without any objection the persons who are allotted Units/s by the Promoter as members of the proposed Society/ Condominium of Apartment Holders and in the event such body is registered before all Units including Units of extended/ annexed buildings are sold by the Promoter.
 - g) Not to raise any objection or interfere with the rights of the Promoter reserved hereunder and in case of any unwarranted and unjustified interference claim or objection, to indemnify all and whatsoever loss or damage suffered by the Promoter.
 - h) To execute, if any further or other writings, documents, consents, etc. as required by the Promoter for carrying out the terms hereof and intentions of the parties hereto.
 - i) To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications, etc. at the costs and expenses of the Purchaser/s, which the Promoter in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
 - j) The aforesaid consent, agreement and covenants shall remain valid, continuous, irrevocable, subsisting and in full force even after the possession of the said building is handed over to the Society/ Condominium of Apartment Holders and vesting document is executed and/or till the subsistence of this agreement, whichever is later. The aforesaid covenants or such of them as the Promoter may deem fit will be incorporated in the vesting document and they shall run with the property.
- 13.6 Except as expressly provided in this Agreement, the Promoter shall be entitled to make additions, alterations or put up any additional structures as may be approved by the local authority or any other Competent Authority so as to consume entire available F.S.I, grab optimum potential in respect of the Said Property mentioned in Schedule I out of Said Property mentioned in Schedule I

prior to and even after the registration of the Society/ Condominium of Apartment Holders on the said Property, by carrying out construction on the Said Property mentioned in Schedule I out of Said Property mentioned in Schedule I. Such additions, structures or floor shall be the property of the Promoter and the Promoter will be entitled to dispose-off the same in any manner as they deem fit without adversely affecting the premises of the Purchaser/s. That the Purchaser/s have accorded his/her/their informed consent in favour of the Promoter to change and alter the building plan, the elevation, the amenities, the facilities at their sole discretion however if there is any major/ extreme change or changes on account of such revision of plan in the Unit of the Purchaser/s the same shall be communicated to the Purchaser/s. The revision/ modification/ changes in respect of such additions/ alterations etc. shall be binding on the Purchaser/s and consented for the same. The Purchaser/s shall not be entitled to claim any damages or compensation from the Promoter for it.

13.7 The Promoter shall be entitled to enter into Agreements with other prospective Purchaser/s on such terms and conditions as the Promoter may deem fit or alter the terms and conditions of the agreements already entered into by the Promoter with other Purchaser/s, if any, without affecting or prejudicing the rights of the Purchaser/s under this Agreement in respect of the said Unit. The Purchaser/s shall not raise any objection in the matter of allotment or sale of other accommodation/ Unit/ open spaces/ additional parking spaces/ terraces etc. in the said building to any other person/s, by the Promoter, on any ground whatsoever. This present Agreement supersedes over all earlier communication, writings, emails, letter/s, documents held between the parties herein and without prejudice to the rights of the Promoter.

13.8 The Promoter may in their discretion construct subject to building bye-laws and Applicable laws, code, rules any permissible structure or construction in the form of community hall/ temple/ sanatorium etc., in the open space or recreation space of the said project if any and further the Promoter alone shall have the complete rights regarding the user and disposal thereof.

14]. MAINTENANCE:

Commencing a week after notice in writing is given by the Promoter to the Purchaser/s that, the Unit is ready for use and occupation, the Unit Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Unit) of outgoings in respect of the Said Property mentioned in Schedule I and building/s, namely, local taxes, betterment charges or such other levies by the concerned Local Authority and/or Government, water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chaukidars, sweepers, gardeners, security, housekeeping maintenance of the lifts, lights and all other expenses necessary and incidental to the management in said Project out of the Said Property mentioned in Schedule I and building/s constructed thereon. Until the

Co-operative Society/ Condominium of Apartment Holders is formed and the Said Property mentioned in Schedule land building/s transferred or lease to it, the Purchaser/s shall pay to the Promoter and/or any other third party/ person/ company/ organization/ maintenance committee-body appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined towards provisional monthly contribution @ of Rs._____-/- per sq. ft. per month for Balance area towards the said outgoings appx. The Purchaser/s undertakes to pay such provisional monthly contribution/s and such proportionate share of outgoing/s of 36 months and which are payable in advance at the time of possession. However said charges are appx. i.e. approximate, minimum charges and the Promoter without any reason/ explanation has right to change, decide, fix such charges considering the situation at the time of possession and the Purchaser/s agreed with the same. The amounts so paid by the Allotee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid.

15]. OBLIGATION OF THE PURCHASER/S:

- 15.1 The Purchaser/s shall use the Unit or any part thereof or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/ She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser/s own vehicle/s. The Purchaser will not store any items, furniture, goods, articles, garbage, scrapped material etc. in the open space of the society or do any act, deeds and things, which will cause nuisance, prejudice to the rights of adjacent or other Unit/tenements holders.
- 15.2 The Purchaser/s along with other Purchaser/s of Units in the building shall join in forming and registering the Society/ Condominium of Apartment Holders to be formed and registered by the Promoter as per their own convenience and in their absolute discretion and shall file, submit from time to time and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society/ Condominium of Apartment Holders and for becoming a member/s, including the bye-laws of the proposed Co-operative Society/ Condominium of Apartment Holders and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Shop/ Offices (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964.No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, unless it is required by the Registrar or any other Competent Authority. The Purchaser/s shall do all acts, deeds and things that are necessary for getting the conveyance, lease of the Said Property mentioned in Schedule I executed and the Society/ Condominium of Apartment Holders, formed and registered.
- 15.3 Upon formation of such Society/ Condominium of Apartment Holders such body shall be liable beside the Purchaser/s and other Purchaser/s of different

Units, for any lien or claim or demand which the Promoter may have in respect of the said Unit hereby agreed to be purchased and other Units in the said building. The Purchaser/s hereby agree/s and binds himself/ herself/ themselves to do and execute all acts, matters, things, deeds and documents which the Promoter may require to be executed to enforce the obligation envisaged in this clause the Society/ Condominium of Apartment Holders. The failure on the part of the Purchaser/s to observe and perform obligation under this clause when called upon to do so by the Promoter shall entitle the Promoter to rescind this Agreement and the consequences or rescission herein provided shall follow.

- 15.4 The Purchaser/s is/are aware that, the building plans are sanctioned by Municipal Corporation of Pune and as such F.S.I. that may be consumed while constructing the said building on Said Property mentioned in Schedule I may be more or less than the area of the said portion and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open parking space etc. are commonly provided for building constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion.
- 15.5 The Purchaser/s is/are aware of the fact that, the Promoter have undertaken the work of development of the said Project on Said Property mentioned in Schedule I and as such, the Promoter are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, electrical line and open space/s and in the common areas reserved for common use.
- 15.6 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Unit etc. constructed on Said Property mentioned in Schedule I on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 15.7 The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Promoter as follows for the said Unit and also for the building in which the said Unit is situated :-
- 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 suffer 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 bye-laws of concerned local 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/ building/ surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit is situated or storing of which goods is objected to by the concerned local or other lawful authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Unit is situated, including entrances of building in which the said 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/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- c) To carry at his/ her/ their own costs all the internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Unit is situated or the said Unit which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Unit is situated and shall keep the portion, 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 said Unit is situated and shall not in any other manner damage to columns, beams, walls, slabs or RCC, Partition or other structural member in the said Unit without the prior written permission of the Promoter and/or the Society/ Condominium of Apartment Holders as the case may be.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Units in the said Balance Project out of the Said Property mentioned in Schedule I and the building in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of 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 Balance Project or its Land out of the Said Property mentioned in Schedule I and the building in which the said Unit is situated.
- g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses towards maintenance, statutory dues demanded by

concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Unit is situated.

- h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Unit by the Purchaser/s viz. user for any purposes other than for the permitted purpose.
- i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Promoter and obtaining prior written permission from the Promoter for the same.
- j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society/ Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Society/ Condominium of Apartment Holders regarding the occupation and use of the said Unit in the building and shall pay and contribute regularly and punctually towards the dues, taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of building in which the said Unit is situated and Deed of Conveyance OR Lease of the land and buildings constructed upon it is executed, the Purchaser/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Property mentioned in Schedule I and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the Said Property mentioned in Schedule I/building/Unit even after the Purchaser/s is/are put into possession of the said Unit, during the statutory defect liability period.
- l) Till a separate Electric meter is installed/ allotted by the MSEB Or MSEDCL and/or a Water meter is installed/ allotted by the concerned authority, the Purchaser/s herein, hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her/ their unit.

- m) If after delivery of possession of the said unit, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, bathroom then the Purchaser/s herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help thereof. If such leakage is due to alterations made by the Purchaser/s or due to negligence of the Purchaser/s then the Purchaser/s shall be liable to carry out the said repairs and pay cost thereof.
- 15.8 Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchaser/s for any structure, erection for building for the time being erected and standing therein from and over the neighboring premises of the Promoter is enjoyed under the express consent of the Promoter.
- 15.9 The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is impartable and it is agreed that, the Promoter shall not be liable to execute any deed or any other document in respect of the said unit in favor of the Purchaser/s for the same.
- 15.10 The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for setback/ reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/Limited Company/ Condominium of Apartment Holders.
- 15.11 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the Promoter shall be constructing buildings on the Said Property mentioned in Schedule I in phase wise manner and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner;
- 15.12 The Purchaser/s covenants and undertakes that, in the event he/ she/ they have acquired right and interest in open space/ terrace/ garden they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connection and other paraphernalia situated within such open space/garden/ terrace.
- 15.13 The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/ her/ them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed OR Lease represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the

necessary things in all departments of Central/ State Govt. such as Municipal Corporation of Pune/ ZillaParishad/ Panchayat Samiti Haveli/ Ward Office etc. of Pune District etc. of Pune District, Road, Water, Building Tax Assessment departments and Semi-Government offices such as M.S.R.D.C., M.S.E.D.C.L., etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

- 15.14 The Purchaser/s hereby authorizes and allows the Promoter to represent him/ her/ them for changing the position of Roads, Open spaces, Additional Parking lots, other common amenities, Staircases, Lobbies, Underground/ Overhead water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the Municipal requirement and the Purchaser/s will not take any objection for the same.

16]. FORMATION OF THE SOCIETY/CONDOMINIUM/BODY:

16. 1 It is clarified by the Owner/Developer/Promoter and understood and consented to by the Apartment Holder/Purchaser/Allottee as an express and essential/integral term and condition of this Agreement that :

(a) A separate Co-operative Society/Condominium will be formed of the transferees/holders/owners of apartment/s of the Commercial Building/Wing Nos. "A" and Residential Buildings "B, D1".

(b) The said Co-operative Society/Condominium will be formed as aforesaid only after the Owner/Developer has completed the development work of the said Project and has constructed, in full, the building/s and/or structure/s

proposed to be constructed thereon. The Apartment Holder shall not be entitled to require and/or cause the Owner/Developer to make the Declaration/s under Section (2) of the MAO Act or to form the Condominium/s, before the Owner/Developer completes the entire development of the said Project, as provided for in this Agreement.

(c) The Apartment Holder along with the other persons/holders who have taken or have agreed to acquire the other Apartments in the "A" Building shall be bound and required to become members of the said Co-operative Society/Condominium (to be formed in the manner provided in this Agreement). On the said Co-operative Society/Condominium being formed, the rights of the Apartment Holder as the holder/transferee of the said premises will be recognised and regulated by the provisions provisions of the Maharashtra Co-Operative Societies Act, 1960, The Maharashtra Apartment Ownership Act, 1970 as the case may be,

Declaration/Bye-laws of the said Condominium and the rules and regulations as may be framed by the Owner/Developer for the purpose.

(d) The said Co-operative Society/Condominium which would be formed of the transferees /holders/ owners of apartment/s in the respective building/s, as may be finally constructed on the said project land, in accordance with the provisions of this Agreement, shall ultimately maintain, repair and/or replace, inter alia, the STPs, lighting, drainage, water mains, drains, suction tank with pumps, lifts, Auxiliary Tanks, watchman's cabin, security, gate, ancillary structures, common areas of the respective building/s, as may be finally constructed/located within and/or concerning the said Project, including to ensure the operation and maintenance of the respective building/s and their respective demarcated areas/ building sub-plot/s, as required under the Environment Clearance obtained from the Ministry of Environment and Forests, Fire Department and other concerned departments, from time to time. The expenses relating to the above shall be borne by the transferees /holders/owners of apartments/s in the respective building/s, as may be.

(e) It is also understood by the Apartment Holder that each building/ structure (that may be finally constructed by the Owner/Developer on the respective demarcated building Layout), is likely to remain independent of the other buildings and structures except that there will be certain designated areas/facilities/amenities in the Larger Property/ Layout which are likely to remain common for all/some of the building/s and/or structure/s in the Larger Property/Layout.

16. 2 For convenience, administrative or otherwise of the affairs/ management of such common areas/ facilities/ amenities in the Designated Common Areas of the Layout, it is agreed as under :

(a) Separate Apex Body shall be formed by the Owner/Developer in the form of a Federation or an Association, for the control, management, maintenance, repair/replacement and upkeep of the Designated Common Areas of the Layout (which shall include the common infrastructural facilities/requirements/conveniences (including drainage, electric sub-station/s and /or receiving station/s, water mains, sewers, surface water drains, service lines, Storm Water Drains, lighting, Complex Gate, Landscape Area, Common Gardens or recreation area etc.), and other common amenities which will ultimately serve all buildings comprised in the said Development Complex / Layout (the expenses thereof to be borne by such holders/transferees respectively in proportion to the F.S.I. consumed in their respective premises).

- (b) The aforesaid Apex Body shall be constituted by the Owner/Developer under the general guidelines as may be framed by the Owner/Developer (for the benefit of the said Project Complex / Layout) and the Apex Body shall function on the basis of such guidelines. The said Apex Body shall unconditionally accept and adopt the guidelines as framed by the Owner/Developer.
 - (c) The Apartment Holder shall pay to the Owner/Developer his/her/their proportionate share towards all legal costs, charges and expenses, including professional costs of the Advocates and/or Solicitors of the Owner/Developer in connection with formation of the said Apex Body or Federation and for preparing its rules, regulations and bye-laws.
 - (d) Till the formation of the Apex Body, the Owner/Developer or the Maintenance Agency, if any shall carry out the functions of management, maintenance and otherwise control or regulation of the affairs of the respective building/s comprised in the respective demarcated building Layout, in accordance with the provisions of this Agreement;
 - (e) The owners/occupiers of all the different buildings (as may be ultimately constructed in the said Project/ Layout (which includes the Subject Building) or the respective Co-operative Society/ Condominium/s (as may be formed of such respective building/s) as the case may be, and their respective successors-in-title, will be the member/s of such Apex Body.
- 16.3 Considering the Promoter herein is carrying on the construction/development on the said land in phases as aforesaid and further to have the maintenance of the building/s and common facilities more conveniently, there will be one or more association of allottees /cooperative Societies and /or Apex Society and/or limited company or as such may be formed by prevailing local laws as may be applicable to the said project, which the Promoter shall decide as suitable for the apartment holders in the said project which is under construction on the said land.
- 16.4 The Allottee along with other allottee/s of Apartments in the commercial building shall join in forming and registering the society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the member, including the bye-laws of the proposed society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16.5 The Promoter shall, cause to be transferred to the society or Limited Company all the right, title and interest of the Vendor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

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

- a). form Co-operative Society OR Association of Apartment Owners/Condominium for the units in the building for maintenance of buildings and open spaces allocated for the building as per Real Estate Act, 2016 or submit the Said Property mentioned in Schedule I along with the buildings constructed upon it to the provisions of Maharashtra Apartment Ownership Act, 1970 or Maharashtra Co.op. Societies Act or the Act being in force from the time being. The Purchaser/s hereby agreed and confirms that, the decision taken by the Promoter to submit the Said Property mentioned in Schedule I and buildings constructed upon it to the provisions of the above mentioned Act, shall be final and binding upon the Purchaser/s.
- b). It is specifically agreed by the Purchaser/s that, if the Promoter has decided to form one or more co-operative societies/ apartment, then in that case, decision of the Promoter will be final and binding upon the Purchaser/s.
- c). If the Promoter transfer, assign and dispose-off the un-allotted Apartment, covered car parking, terrace, parapet walls, or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s the Co-operative Society/ Association of Apartment holders. The other Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative Housing Society.
- d). The Promoters may at their discretion form either a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, 1960 or a Limited Company under the provisions of the Companies Act, 1956 or a Condominium of Apartment Owners under the provisions of the Maharashtra Apartment Ownership Act, 1970 of all the Purchasers/ Allottees of Units in the said Complex. If the Promoters decide to form an Association of Apartment Owners, the Promoters shall execute and register a Declaration under Section 2 of the Maharashtra Apartment Ownership Act, 1970 submitting the said Land and Buildings thereon under the provisions of the said Act and, thereafter, execute Deeds of Apartment in favour of each of the Purchasers of the Units conveying, assigning and transferring any such Unit together with a proportionate undivided right, title and interest in or to the common areas and facilities of the Complex known as "**LMS FINSWELL**" to be constructed on the said Land and of the said Land itself. In the event the Promoters opt to form a Co-operative Housing Society or Private Limited Company of all the Purchasers/ Allottees, the Promoters shall convey the said Land and Buildings thereon to such Society or Company.

17]. CONVEYANCE:

- 17.1 The Promoter on receipt of complete amount of the price of the said Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Unit within 6 months from the date of obtaining the Occupancy Certificate from the Competent Authority and with proportionate indivisible share in the Common Areas to the society/association/federation/limited company as may be formed all the right, title and interest of the Promoter/Original Owner/lessor/in the aliquot part of the said land i.e. said project referred in Schedule unless the above stated period is not clearly mentioned, it is otherwise agreed to by and between the parties hereto within 6 (Six) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee.
- 17.2 It is specifically agreed and declared that, the Deed of Conveyance/ Declaration Or Lease of the Said Property mentioned in Schedule I and building constructed upon the Said Property mentioned in Schedule I, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:
- i) A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
 - ii) A declaration that, the Promoter shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Said Property mentioned in Schedule I (and the neighboring land) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
 - iii) Such provisions and covenants (which shall be so framed that, the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
 - iv) A declaration that the Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other

purposes and a declaration that the access and user of the light and air to and for the Balance Units/ tenements etc. purchased by the Purchaser/s is enjoyed under the express consent of the Promoter.

- 17.3 The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to Final Conveyance OR Perpetual Lease as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body, permissions and/or sanctioned under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable thereof as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and/or the Purchaser/s as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body of unit Purchasers or proportionately by all the Purchaser/s of premises in the Said Property mentioned in Schedule I. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/ her/ it/ them immediately on demand.

18]. RIGHTS OF THE PROMOTER OF AMENITY SPACE:

It is placed on record that, the Promoter shall be entitled to retain with itself or to transfer the title/possession/ use of the portion of amenity space area (if any) unto any person/ third party on such terms and conditions as the Promoter may from time to time decide. The facility to the Purchaser/s herein for use of the said Amenity Area shall be subject to the contractual obligation between the Purchaser/s and the Promoter which is entirely optional and subject to such Acts, Rules, Regulations, Restrictions and payment of requisite charges as may be framed by the Promoter and the Purchaser/s shall abide by the same.

19]. OTHER COVENANTS:

- 19.1 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit and/or the Said Property mentioned in Schedule I and/ or Building and/or any part thereof unless proper Lease, conveyance of assignment of freehold rights and Ownership of buildings constructed upon it is executed by the Vendor, Promoter in favour of the Association/ society/ company of the Unit Purchaser/s. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Promoter until the Said Property mentioned in Schedule I and Building/s constructed thereon is/are transferred and conveyed to the Society/ Condominium of Apartment Holders as hereinbefore mentioned.
- 19.2 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement or any forbearance or giving

of time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

- 19.3 The Promoter shall have a first charge and lien on the said Unit i.e. Schedule II property in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- 19.4 It is specifically understood that, the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building/ schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features/amenities are not agreed to be developed/provided. The Amenities and specifications agreed are annexed herewith.
- 19.5 The Promoter shall be entitled to create encumbrance over the said Balance Project or Land below it, out of the Total Property mentioned in Schedule I or lease/ put on License, allot, give on license any portion of the Said Property mentioned in Schedule I to any Government/ Semi Government Authorities/ Local Authority/ M.S.R.D.C. or any other private company etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V., Broadband etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.
- 19.6 The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/s 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.
- 19.7 The Purchaser/s herein admits and agrees to and always admit that, after delivery of possession of the said unit by the Promoter to the Purchaser/s herein, it will always be presumed that, the Promoter had discharged and performed all his obligations, except formation of proposed society or Association of Apartment and Conveyance or Lease as stated hereto before, in favour of such society or Association of Apartment in which the Purchaser/s herein will be member in respect of the said unit, under this agreement and as well as under the provisions of The Maharashtra Ownership Shop/ Offices (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 read with Real Estate (Regulation and Development) Act, 2016 and/or the law being in force.
- 19.8 On completion of the construction of the Said Unit and obtaining completion certificate of the Said Unit from the concerned authorities or from the date of occupation of the Unit by the Purchaser/s (i.e. from the act/ things which happened earlier), all the risk relating to or touching to or in respect of the Said Unit shall exclusively be of the Purchaser/s.

- 19.9 The Promoter may themselves or any other person in the Promoter's sole discretion shall allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or Building for cable/ satellite television, wireless, paging, mobile, cellular, broadband services, on the building and derive appropriate income thereof in their own rights. The Promoter shall be entitled to erect hoardings on the property and/or said building and to sell or let/ lease the same and to receive income thereof and the property will be conveyed subject to the said right of the Promoter.
- 19.10 Covered Car Parks and basement (if any) are not the common areas and each car/scooter park will be allotted to specific unit Purchaser/s by the Promoter as per his choice and discretion. The Promoter shall be entitled to sell the Basement (if constructed by the Promoter at its discretion) or portions thereof as separate unit/s and apartments or to give the same for exclusive use to any unit Purchaser/s as per its discretion. Covered parking areas in stilt of buildings covered parking areas under podium in open areas and open to sky parking areas will be allotted for exclusive use to specific unit Purchaser/s of the project or any other person by the Promoter as per his choice and discretion. The parking areas shall be used by respective Purchaser/s only for exclusive use. The respective Purchaser/s shall use the covered/ open parking space (if allotted for exclusive use) only for the purpose for keeping or parking the Purchaser/s own light vehicle and in manner not inconvenient to other Unit holders and shall not enclosed the same at any time for whatsoever reason. The Promoter shall not responsible for the consequences arising out of any unauthorized use/ enclosure of the parking areas.
- 19.11 Amenity Space (if any) in the layout shall solely belong to the Promoter andhe is entitled to develop or transfer the same or to deal with the same at his own discretion. If required the Promoter may give the Amenity Space to the Govt. or Municipal Corporationof Pune or concerned authority and avail of benefits/ compensation thereof. The Unit Purchaser/s or Association shall not be entitled to claim any interest therein. The Owners/s or holders of the Amenity Space shall be entitled to avail benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.
- 19.12 It is hereby made clear that, the Promoter shall be entitled to use the marginal open space/s as an access for another building, landand allow such access to any other person/s and the Unit Purchaser/s herein or the organization in which he/she/they will become a member shall not be entitled to object said use by the Promoter or its nominee/s or assignee/s and the Unit or the property shall be conveyed subject to the said right of the Promoter and this term is also the essence of this agreement.

19.13 The Promoter hereby has made Purchaser/s aware that, there may be insufficient water supply by Municipal Corporation of Pune or any concerned authority and Promoter has given/ will give undertaking to concerned source/authority regarding water supply. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building/s and electricity meters and connections for the Unit of the Purchaser/s and if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case, the Promoter may provide electrical connections/ water supply at the cost of the Purchaser/s through any other temporary arrangement and if there is improper/ insufficient/ irregular supply of water/ electricity, the Promoter shall not be held responsible for the same and the Purchaser/s hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser/s shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Promoter (and service tax if applicable thereof). Until receipt of this amount from the Purchaser/s, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser/s for the above from the outgoings/ maintenance charges for which the Purchaser/s hereby gives his/ her/ their consents. The Promoter is entitled to demand charges for such temporarily arrangement in advance, for 36 months, at the time of possession of the said Unit.

19.14 IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that, the terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter. The Promoter or his assignees shall have a lawful right to construct units, etc. on the said top terrace towards F.S.I. of road widening area, F.S.I. of internal roads, Staircases, Passages and any other authorized T.D.R. or any other F.S.I.

19.15 **IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO** that, the construction is undertaken by the Promoter/s in a phase wise manner and the Purchaser/s accorded its informed consent to the Promoter to revise plans either by way of amalgamation of land and/or subdivision without causing any prejudice to the Unit agreed to be sold to the Purchaser/s herein. Furthermore, the Purchaser/s herein has also accorded its irrevocable consent for transfer and/or assignment of rights of the Promoter herein in favour of any third party, subject to no prejudice being caused to the Unit agreed to be sold to the Purchaser/s herein.

19.16 The Promoters shall be entitled to grant lease or licence of any portion of the said Land to any Government/ Semi-Government or Local or Municipal Body or Authority or to the M.S.E.D.C.L. 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 licence. Conveyance of the said Land and Building/s thereon in favour of the Society/Company/Condominium to

be formed of all the purchasers of Units in “**LMS FINSWELL**” shall be expressly subject to the rights created under any such Lease or Licence mentioned in this Clause.

19.17 The sanctioned Layout in respect of the said Land includes Amenity Space/s. It is hereby clarified that when title to the said Land is transferred to the said Ultimate Body formed of all the purchasers of Flats/ Units in “**LMS FINWELL**”, the said Amenity Space/s will not be so conveyed in favour of the Ultimate Body and the Promoters shall be entitled to deal with and treat the said Amenity Space/s as is permissible under the applicable Building Bye-laws and as per Law.

20]. NAME OF THE BUILDING AND PROJECT:

The name of the Commercial Building/Wing”A” will be “**FINSWELL**” and Residential Building/s will be “**FINSWELL WOODS**”. The Purchaser/s Co-operative Society/ Limited Company Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

21]. NOTICE:

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Under Certificate of Posting/ Courier/ By RPAD or Speed Post, at his/ her/ their address specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement. The Purchaser/s is under obligation to intimate unto the Promoter in writing, if any change in his/ her/ their address has occurred in residence.

22]. APPLICABILITY OF REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016:

This Agreement has been subjected to the provision contained in the The Real Estate (Regulation and Development) Act, 2016 and/or the new act that will being in force or the rules, provisions, amendments made there under from time to time and/or the laws of the state that made applicable.

23]. DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real

Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

24] GOVERNING LAW

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

25]. The Unit Purchaser/s declares that, he/ she/ they has/ have read all the contents of this agreement and fully understood it and agreed to the contents of this agreement and assured that he/ she/ they shall abide by all the terms and conditions of this agreement and only thereupon this written agreement has been executed.

26]. STAMP DUTY and REGISTRATION:

26.1 The Purchaser/s shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof. However Total Agreed Cost of the Unit including cost of Carpet area + Cost of common area as facilities provided: **Rs.**_____/-

26.2 Before execution of Deed of conveyance of the Said Property mentioned in Schedule I and the building constructed upon it, the Purchaser/s shall pay to the Promoter the Purchaser/s share of stamp duty and the registration charges payable, as per prevailing market rate required to be paid under the provisions of the Bombay Stamp Act 1958 and the amendments thereto and the Indian Registration Act 1908, by the said Society/ Condominium of Apartment Holders, on the conveyance or any document or instrument of transfer in respect of the Said Property mentioned in Schedule I and the building/s to be executed in favour of the Society/ Condominium of Apartment Holders.

27]. INVESTMENT CLAUSE :

The Purchaser has informed the Promoters that the Purchaser is an Investor and 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 Bombay Stamp Act, 1958 in the event the Purchaser assigns the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser .

SCHEDULE OF THE PROPERTY:

SCHEDULE I

(Description of Land)

All that piece or parcel of land situated at Lohgaon, Taluka Haveli, District Pune and lying within the limits of the Municipal Corporation of the City of Pune and being Survey No. 208/1A, of the Village Lohgaon, within the Registration District of Pune,

Sub-District Taluka - Haveli and admeasuring as per the 7/12 Extract 00 Hectares 81 Ares, along with building D1 standing thereon admeasuring an aggregate built-up area of about 1600.44 Sq. Mtrs., which is bounded as follows:

- On or towards the East : By 208 (part) Hissa 4/Neco Garden Society
- On or towards the South: By road/Sec. 205 Road.
- On or towards the West : By portion of S. No. 208(part)/Suyog Enclave Society
- On or towards the North : By S. No. 209

SCHEDULE-II
(Description of the Unit/Office)

The **Office/Apartment/Unit No.**_____ admeasuring _____ sq.mtrs equivalent to _____ sq.fts. carpet area to be situate on the _____**floor** of the Commercial Building/Wing ‘A’ to be known as “**FINSWELL**” together with _____covered Car parking no. _____ situate at Ground Floor of the said building to be constructed/ under construction by the Promoters on the said Landmore particularly described in the Schedule -I hereinabove written.

AMENITIES & SPECIFICATIONS

- STRUCTURE : R.C.C. Framed Structure.
External/Internal walls in brick/ black work of required thickness.
- PLASTER : Sand Faced external Plaster & Neeru Finish
internal plaster.
- DOORS : Wooden Door
- ELECTRIFICATION : Concealed copper wiring.
Premium quality Modular Switches
- Power Back-up : DG Back up (Chargeable)**
- FLOORING : 1mtr. x 1mtr. Verified tiles for flooring.
Anti-skid flooring for terrace.
- Elevators : 3 Service lifts
- Staircase : _____ Staircases in Building ‘A’
UNIT/Office/Apartment will be bare shell.
- Air Conditioner : A/C outdoor space provision for A/C
compressor Unit.
- CCTV : for all Common areas.

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

SIGNED, SEALED AND DELIVERED by the within named Promoter, i.e. ‘M/s. LMS Realty’, through its Partner,		
Sign	Photo	Thumb Impression
M/S. LMS REALTY Through its Partner ABHINANDAN RAVINDRA SAKLA		
M/S. LMS REALTY Through its Partner JITENDRA BABULAL LALWANI		
Promoters		

SIGNED, SEALED AND DELIVERED by the within named Purchaser/s		
Sign	Photo	Thumb Impression
Purchaser		
WITNESS NO. 1		WITNESS NO. 2
Sign: Name: Add. :		Sign: Name: Add. :

--	--

Annexure A

7/12 extract

Copy of Village Specimen No. 7, 7A and 12
S. No. 208/1A Village:Lohegaon, Pune.

Annexure B

Xerox copy of Sanctioned Plans/ Floor Plan
approved by P.M.C. Pune
Floor Plan of Unit

Annexure C

Copy of the Commencement Certificate
issued by the Municipal Corporation of Pune

Annexure D

Copy of the N.A. Order
issued by the Collector, Pune

Annexure E

Copy of the Title Report/ Certificate
issued by the Advocate of the Promoter