

Registrar Seal

**AGREEMENT TO SELL**

THIS **AGREEMENT TO SELL** IS MADE AND EXECUTED AT PUNE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR TWO THOUSAND EIGHTEEN.

**BETWEEN**

M/s Kundan Buildcon,  
a Partnership firm having its office at  
Kundan Heritage, 1<sup>st</sup> Floor, Opp.  
Khadki Railway Station, Bopodi,  
Pune – 411020.  
PAN No. AAPFK8331B  
Through its partner:  
Kundan Spaces LLP  
Through its Managing Partner  
Mr. Ashish Jain,  
Age about 36 years, Occupation – Business,  
Having office at: Bopodi Pune – 411020.

Hereinafter referred to as "THE DEVELOPER NO.1" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future partner or partners of the said firm for the time being, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and its assigns);

**...PARTY OF THE FIRST**

**PART**

**AND**

1) Name:-  
Age: Years, Occ:

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R/at: .  
PAN NO.  
Email id:

2) Name:-  
Age: Years, Occ:  
R/at:  
PAN NO.

3) Name :-  
Age: Years, Occ:  
R/at:  
PAN NO.  
Email ID:

3) Name :-  
Age: Years, Occ:  
R/at:  
PAN NO.  
Email id:

Hereinafter collectively referred to as **"The Purchaser/s"**(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser/s, his/her /their heirs, executors, successors, shareholders, administrators and assigns)

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

**AND**

M/s UNITY LANDMARKS, a Partnership firm having its registered office at 931/932, New Budhwar Peth, Bohri Ali, Pune – 411002.

PAN No. AAUFU3875F

Through its partners:

1. Mr. Fakhruddin Fazlehussain Furniturewala,  
Age: 71 years, Occupation – Business,  
R/at: Krishna Kev, Kondhwa,  
Pune-411048.

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PAN No. AABPF0652N

2. Mr. Shabbir Fazlehussain Furniturewala,  
Age: 63 years, Occupation – Business,  
R/at: 2664, Clover Highlands,  
NIBM Road, Kondhwa,  
Pune-411048.  
PAN No. AABPF0941J
3. Mr. Surendra Madhukar Dodwadkar,  
Age: 57 years, Occupation – Business,  
R/at: 940/1, Ajinta Model Colony,  
Pune-411016.  
PAN No. AAVPD7761Q

Hereinafter referred to as "THE OWNER/DEVELOPER NO.2" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present and future partner or partners of the said firm for the time being, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and its assigns);

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

FOR SAKE OF CONVENIENCE DEVELOPER NO. 1 & 2 WILL BE COLLECTIVELY REFERRED TO AS DEVELOPER.

**WHEREAS:**

- i. Land bearing Survey No. 29 Hissa No. 8/1 admeasuring about 998.45 sq mt, Hissa No. 8/2 admeasuring about 957.39 sq mt, Hissa No. 8/3 admeasuring about 970.24 sq mt and Hissa No. 8/4 admeasuring about 967 sq.mt totally admeasuring about 3893.08 Sq mt i.e. 0 H 38.93 R situated at Village Kondhwa Khurd, Taluka Haveli, District Pune and situated within the limits of Pune Municipal Corporation will be hereinafter referred to as the said lands.
- ii. The said lands are owned by the owner/developer no.2. The owner/developer no.2 and developer no.1 have decided to develop

the said lands jointly as per development agreement dated 12/5/2016 which is registered in the office of Sub Registrar Haveli-11 at serial no.4217/2016.

**iii. HISTORY OF THE SAID LANDS:**

**C.1] HISTORY OF SURVEY NO. 29 KONDHWA KHURD:**

- i Land bearing Survey No. 29 Kondhwa khurd was originally owned by Tarabai Babu alias Eknath Lonkar and name of Tarabai Babu alias Eknath Lonkar was recorded 7/12 extract as per mutation entry no. 940.
- ii Shri. Vitthal Avkaji Lonkar and Smt Godabai Vitthal Lonkar have purchased land bearing Survey No. 29 Kondhwa khurd from Tarabai Eknath Lonkar vide Sale Deed dt 28/05/1984 which is registered in the office of Sub Registrar Haveli No. \_\_at Sr. No \_\_\_\_\_ and names of Shri. Vitthal Avkaji Lonkar and Smt Godabai Vitthal Lonkar were recorded in revenue record as per Mutation Entry no 4869.
- iii Thereafter, Mr. Dhunji H Dhunjibhoy, Homi D Dhunjibhoy, Toti Dhunjibhoy, Surendra R Sanas, Mansoor Poonawala and Sou. Ujwala R. Sanas purchased land bearing Survey No. 29 Hissa No\_\_Kondhwa khurd from Vitthal Avkaji Lonkar and Smt Godabai Vitthal Lonkar vide Sale Deed dt 28/09/1992 registered in the office of Sub Registrar Haveli No. 3 at Sr. No 299/1992. Accordingly their names were recorded on 7/12 extract of land bearing Survey no 29 Kondhava Khurd as per Mutation Entry no 7416.

- iv Dhunji H Dhunjibhoy, Homi D Dhunjibhoy, Toti Dhunjibhoy, Surendra R Sanas, Mansoor Poonawala and Sou Ujwala R. Sanas had subdivided land bearing Survey no 29 Kondhava Khurd by preparing private layout and sold plots to various persons.
- v Thereafter, mutation entry no.13501 is recorded as per order of Tahsildar office bearing no Ha.No.Ka.Vi./17703 dtd 25/1/2003 and order of Taluka Inspector of Land Records bearing no. Durusti-8/03Mo.Ra.No.09/2002 dtd. 22/1/2003. As per said mutation entry 13501, Survey no. 29 is subdivided into 31 Hissas and accordingly falnibara extract is prepared and details of allotment were mentioned in said mutation entry.

**C.2] HISTORY OF THE LAND BEARING SURVEY NO 29 HISSA NO 8/1 KONDHWA KHURD:**

- i That Dhunji H Dhunjibhoy, Homi D Dhunjibhoy, Toti Dhunjibhoy, Surendra R Sanas, Mansoor Poonawala and Sou Ujwala R. Sanas have conveyed area adm about 934.50 Sq mtrs out of Survey no.29 Hissa No 8 to Roda H Dhunjibhoy vide Sale deed dt 13/05/1993 which is registered in the office of Sub Registrar Haveli No. 3 at Sr. No 2149/1993 and name Roda H Dhunjibhoy was recorded as per mutation entry no 13501. Subsequently the area purchased by Roda H Dhunjibhoy is numbered as Survey no.29 Hissa no.8/1. Thereafter, Deepak Vasant Kunjeer and Santosh Vasant Kunjeer had purchased the land bearing Survey No.29 Hissa no. 8/1 from Roda H Dhunjibhoy as per Sale Deed dt 19/10/2007 which is

registered in the office of Sub Registrar Haveli No.12 at serial no. 9378/2007. Accordingly names Deepak Vasant Kunjeer and Santosh Vasant were recorded on 7/12 extract of Survey no 29 as per Mutation Entry no 15508.

**C.3] HISTORY OF THE LAND BEARING SURVEY NO 29 HISSA NO 8/2 KONDHWA KHURD:**

- i That Dhunji H Dhunjibhoy, Homi D Dhunjibhoy, Toti Dhunjibhoy, Surendra R Sanas, Mansoor Poonawala and Sou Ujwala R. Sanas have conveyed area adm about 787.50 sq. mt. out of Survey no.29 Hissa no.8 to Gool Kishendas Multani vide Sale deed dt 13/05/1993 which registered in the office of Sub Registrar Haveli No. 3 at Sr. No 2144/1993 name Gool Kishendas Multani was recorded as per mutation entry no 13501. Gool Kishendas Multani expired on 30/05/2006. Gool Kishendas Multani had executed Will dt.07/02/2001 and as per her Will are admeasuring about 787.50 sq. mt. out of survey no.29, Hissa no.8, Kondhwa Khurd was bequeathed to Homi D Dhunjibhoy and Mrs.Ayesha Mahiar Mehta in equal proportion. Thereafter Deepak Vasant Kunjeer and Santosh Vasant Kunjeer had purchased the land bearing Survey No.29 Hissa no.8/2 from Homi D Dhunjibhoy, Mrs. Ayesha Mahiar Mehta and Mr.Dhunji Dhunjibhoy as per Sale deed dt 19/10/2007 which is registered in the office of Sub Registrar Haveli 12 at serial no. 9379/2007 and name of Deepak Vasant Kunjeer and Santosh Vasant were recorded as per mutation entry no.15509.

**C.4] HISTORY OF THE LAND BEARING SURVEY NO 29 HISSA NO 8/3 KONDHWA KHURD:**

- i Dhunji H Dhunjibhoy, Homi D Dhunjibhoy, Toti Dhunjibhoy, Surendra R Sanas, Mansoor Poonawala and Sou Ujwala R. Sanas have conveyed area admeasuring about 725 sq mt, out of Survey no 29 Hissa No 8, Kondhwa Khurd to Mrs Putli D. Billimoria vide Sale deed dt 13/05/1993 which is registered in the office of Sub Registrar Haveli No. 3 at Sr. No 2136/1993 name Mrs Putli D. Billimoria was recorded as per mutation entry no 13501.
- ii Putli D Billimoria had executed Will dt.07/02/2001 and as per said Will said area adm about 725 Sq mtrs out of Survey no 29 Hissa No 8 was bequeathed to Homi D Dhunjibhoy and Mrs. Ayesha Mahiar Mehta equally. Area purchased by Putli D Billimoria is allotted Survey no 29 Hissa No 8/3, Kondhwa Khurd.
- iii Thereafter Deepak Vasant Kunjeer and Santosh Vasant Kunjeer had purchased the land bearing Survey No.29 Hissa no.8/3 from Homi D Dhunjibhoy, Mrs. Ayesha Mahiar Mehta and Mr.Dhunji Dhunjibhoy as per Sale deed dt 19/10/2007 which is registered in the office of Sub registrar Haveli 12 at serial no. 9380/2007 and name of Deepak Vasant Kunjeer and Santosh Vasant were recorded as per mutation entry no 15510.

**C.5] HISTORY OF THE LAND BEARING SURVEY NO 29 HISSA NO 8/4 KONDHWA KHURD:**

- i. That Dhunji H Dhunjibhoy, Homi D Dhunjibhoy, Toti Dhunjibhoy, Surendra R Sanas, Mansoor Poonawala and Sou Ujwala R. Sanas have conveyed area admeasuring about 1000 Sq mtrs out of Survey no 29 Hissa No 8 to Mrs Ayesha Mahiar Mehta by Sale deed dt 13/05/1993 which is registered in the office of Sub Registrar Haveli No. 3 at Sr. No 2137/1993 and name Mrs Ayesha Mahiar was recorded as per mutation entry no 13501.
- ii. Deepak Vasant Kunjeer and Santosh Vasant Kunjeer purchased the land bearing Survey No.29 Hissa no.8/4 from Mrs. Ayesha Mahiar Mehta as per Sale deed dt: 19/10/2007 which is registered in the office of Sub registrar Haveli 12 at serial no. 9381/2007 and name of Deepak Vasant Kunjeer and Santosh Vasant were recorded as per mutation entry no 15511.

**C.6] COMMON HISTORY OF THE LAND BEARING SURVEY NO 29  
HISSA NO 8/1 TO 4 KONDHWA KHURD:**

- i) As stated above, Deepak Vasant Kunjeer and Santosh Vasant Kunjeer became owners of the land bearing Survey no.29 Hissa no. 8/1, Hissa no.8/2 Hissa no.8/3 and Hissa no.8/4 Kondhwa Khurd.
- ii) Thereafter, Skill Creations a registered partnership firm purchased the said lands from Mr. Deepak Vasant Kunjeer and Santosh Vasant

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Kunjeer as per Sale deed dt 11/01/2011 which is registered in the office of Sub Registrar Haveli 12 at serial no.278/2011 and name of Skill Creation was recorded in the revenue record as mutation entry no. 17255 for the said lands.

iii) The owner herein has purchased said lands from Skill Creations Partnership Firm vide Sale Deed dt. 14/10/2015. which is registered in the office of Sub Registrar Haveli 11 at Sr. No. 8589/2015 and Name of the owner firm is recorded as per mutation entry no 19309.

iv. Thus the owner herein is well sufficiently entitled to the said lands.

#### **D. ABOUT THE DEVELOPMENT**

- ◆ Thus the developer no.1 & 2 herein are entitled to develop the said Lands adm about 3893.08 Sq mtrs more particularly described in Schedule I written hereunder.
- ◆ Developer hereby declare that, FSI available against the said lands is 1.1 i.e. 4282.39 Sq mtrs. The developer is entitled to utilize premium FSI upon the said lands to the extent of 1946.54 Sq mtrs and transferrable development rights to the extent of 4477.04 Sq mtrs.
- ◆ Developer has decided to construct only One Building on the said lands having ground + First floor for commercial purpose and second to fifteen floor for residential purpose having 4 level car parking i.e. basement, ground plus two floors. Pune Municipal Corporation has sanctioned the building plans as per commencement certificate No.CC/0580/18 dt 6/6/2018. At present the building plans are sanctioned only upto the basement, ground floor, first floor and second to seventh floor.

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- ◆ The developer has decided to get the plan sanctioned for 8th to 14th floor after purchase of transferrable development rights.

**E. COVENANTS AFFECTING THE SAID LANDS:**

- i) There is no illegal encroachment on the said lands, and there are no tenants on the said lands. The said lands is in possession of Developer no.2.
  - ii) There are no litigations pending with respect to the said lands.
  - iii) Developer has not encumbered the said lands by creating mortgage/charge on the said lands.
- F. Developer has appointed Architect Jay Aeram of Pune as their Architect and G.A Bhilare Consultants as Structural Engineer for the said project. But the Developer herein reserves its right to change such Architect and Structural Engineers during the construction or before the completion of the building/s.
- G. While sanctioning building plans, Pune Municipal Corporation has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said lands and upon due observance and performance of which only the occupancy certificate in respect of the Said Building shall be granted by Pune Municipal Corporation.
- H. Developer has registered the said project proposed to be developed on the said lands with The Real Estate Regulatory Authority Maharashtra State, under the provisions of The Real Estate [Regulation & Development] Act, 2016 as per registration certificate \_\_\_\_\_ dated \_\_\_\_\_ Copy of the said registration certificate issued by The Real Estate Regulatory Authority Maharashtra State is annexed herewith as **Annexure A2**.
- I. Purchaser has showed his/her/their willingness to purchase unit more particularly described in **Schedule II-A** written hereunder and hereinafter referred to as "the said Unit".
- J. The Purchaser/s demanded from the Developer, and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the said

said lands, the said scheme, and the plans, designs and specifications prepared by the aforesaid Architects of the Developer, and the copies of various orders and/permissions and such other documents as are specified under the Real Estate (Regulation and Development )Act, 2016, Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules made there under.

- K. Photocopy of 7/12 extract of the said lands are annexed as **Annexure A1**. The copy of the Title Certificate issued by the Advocate of the Developer, which is annexed herewith as **Annexure "B"**, in respect of the said lands and the commencement certificate issued by the Pune Municipal Corporation have been annexed hereto & marked as **Annexure "D"**.
- L. After the Purchaser's enquiry, the Developer 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 of the title and the Purchaser/s has/have satisfied himself/herself/ themselves about the marketable title and rights of the Developer in respect of the said lands and therefore, agreed to purchase Flat/Shop/Office/Terrace/more particularly described in **Schedule II- A** written hereunder and hereinafter for the sake of brevity and convenience referred to as "**the SAID UNIT**".
- M. Purchaser has shown his interest to purchase Flat /shop / office on ownership basis which is more particularly described in "**Schedule IIA**" written hereunder and hereinafter referred to as "THE SAID UNIT", which is to be constructed on the said lands.
- N. Relying on the Purchaser's representation, declaration and the assurance from the purchaser about his/her/their satisfaction of marketable title and authority of the Developer, the Developer herein agreed to sell and the Purchaser/s herein agreed to purchase said unit more particularly described in the **Schedule IIA** written hereunder, and herein after referred to as the "Said Unit", for total consideration as mentioned in **Schedule IIB** written hereunder.

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O. Under Section 13 of Real Estate (Regulation and Development) Act, 2016 and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Developer is required to execute a written Agreement for sale of said Unit / Flat to the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

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

**1. Building Plans& Compliance of Building Permission:**

- i. The Developer shall construct the Building as per the plans, designs and specifications which will be approved by the concerned Planning authority viz. Pune Municipal Corporation hereinafter referred to as PMC from time to time.
- ii. Thus, the developer herein is entitled to develop the said lands i.e. **3893.08 sq. mt.** Developer has submitted the Building plans and Pune Municipal Corporation has sanctioned the building plans as Commencement Certificate No. CC/0580/18 dated 6/6/2018.
- iii. Developer hereby declare that, FSI available against the said lands is 1.1 i.e. 4282.39 Sq mtrs. The developer is entitled to utilize premium FSI upon the said lands to the extent of 1946.54 Sq mtrs and transferrable development rights to the extent of 4477.04 Sq mtrs.
- iv. Developer has decided to construct only One Building on the said lands having ground + First floor for commercial purpose and second to fifteen floor for residential purpose having 4 level car parking i.e. basement, ground plus two floors. Pune Municipal Corporation has sanctioned the building plans as per commencement certificate No.CC/0580/18 dt 6/6/2018. At present the building plans are

sanctioned only upto the basement, ground floor, first floor and second to seventh floor.

- v. The developer has decided to get the plan sanctioned for 8th to 14th floor after purchase of transferrable development rights.
- vi. Developer hereby agrees to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Unit / Flat of the Purchaser/s except any alteration or addition required by any Government Authorities or due change in Law.
- vii. The Developer hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit / Flat to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the Unit / Flat.

**2. Consideration:**

Price only for unit & not for common areas & other facilities

- i. The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s Unit / Flat more particularly described in Schedule II A written hereunder and hereinafter referred to as "Said Unit / Flat" as shown in the Floor plan which is annexed herewith as **Annexure D** for the consideration mentioned in Schedule II B written which is inclusive of the price of the Unit/Flat and proportionate price of the common areas and facilities appurtenant to the premises and preferential location charges, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Schedule III mentioned hereunder
- ii. Carpet area of the Unit as per The Real Estate (Regulation & Development) Act, is net usable floor area as mentioned in Schedule II A and which includes area covered by internal partition walls of the unit and excluding area covered by external walls, service shafts, balcony or veranda and

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Open terrace. It is brought to the notice of the purchaser the developer has paid premium to enclose the balconies and balconies are enclosed and included in the room as shown in the sanctioned plan.

- iii. The Purchaser/s has agreed to pay the consideration amount to the Developer as per the instalments given in Schedule II C written hereunder. The Purchaser hereby agrees to pay the instalments within 8 days from receipt of intimation of aforesaid payment from the developer and such intimation can be given on email address of Purchaser. The Purchaser/s shall not be entitled to claim possession and transfer of the said Unit / Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Developer under this agreement or by a separate contract or otherwise. It is made clear and agreed by and between the parties hereto that, the Developer shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Developer shall be completely at liberty to choose the chronology of the respective stages of the construction. The Developer is entitled to merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment.
- iv. It is hereby agreed that the time for payment as specified herein is the essence of the contract and upon any 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 this agreement.
- v. The total price above excludes Taxes consisting of : Tax paid or payable by the Developer by way of Goods and Service Tax, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) upto the date of handing over the possession of the Unit / Flat. In addition to the aforesaid Taxes if any amount is payable as premium to the Local Authority or to the State and/or Central Govt. or betterment charges or development tax or educational cess or Goods and Service Tax or any other tax or payment of a similar nature shall be paid by the purchaser to the developer. In the event, however if the Developer is constrained to pay any such amount towards such taxes in future as stated herein, the Purchaser shall be liable to reimburse the same to the Developer together with penalty (if any) and

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interest @ 20% p.a. from the date of payment by the Developer. If, such taxes are payable before delivery of the Flat/Unit, then Purchaser is not entitled to ask the possession unless tax amount and interest upon it is paid by the Purchaser to the Developer.

- vi. The Unit/Flat Purchaser hereby agrees that, in the event of any amount by way of such taxes becoming payable by the Developer either before or after delivery of possession of the Unit/Flat, the same shall be paid in advance to the Developer, as and when charged and demanded by the Developer.
- vii. If, Purchaser fails to pay the amount within seven days from demand, then Unit/Flat purchaser shall be liable to pay interest thereon @ 20% p.a. until payment.
- viii. It is specifically agreed that in the event Purchaser fails to pay the purchase price of the Unit / Flat and taxes as mentioned above, the aforesaid unpaid amount of consideration and the taxes along with the interest upon it, shall be charge of the amount due on the said Unit / Flat and income there from and until payment of said dues Purchaser shall not be entitled assign, sell or transfer the said Unit / Flat in any manner. It is understood that, if interest shall not cover the damages/losses that will be suffered by the Developer due to non-payment, then in such event, Purchaser shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the Purchaser shall keep the Developer harmless and indemnified there from. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the addresses given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.
- ix. If Purchaser is deducting any amount on account of Tax Deducted at Source (TDS) as may be required under prevail law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over

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the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

- x. Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat 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.
- xi. Stamp duty and registration charges payable on this Agreement shall be paid by Purchaser alone.
- xii. The total price is escalation free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time, and escalation in the price of the construction materials, wages of labour, and other services hired by the developer is increased by more than 5% of the prevailing market price. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the Competent Authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments. While raising the demand on account of escalation in the price of the construction materials, wages of labour, and other services hired by the developer is increased by more than 5% of the prevailing market price, then in that case Developer shall enclose certificate of the Architect for confirmation of increase in construction material, wages of labour and other services hired by Developer.
- xiii. Purchaser has agreed to pay early payment considering the construction stage and therefore Developer has already granted discount to the Purchaser and the purchase price mentioned above is discounted purchase price. Purchaser hereby agrees not to challenge the aforesaid discounted price and to pay the

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consideration amount as per the details mentioned in Schedule II C written hereunder.

- xiv. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is completed and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area. It is specifically agreed that after completion of construction work area of the Unit / Flat hereby agreed to be sold is found more or less [exceeding 3%] then the above mentioned total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit of 3%, then Developer shall refund the excess money paid by the Purchaser/s within 45 (Forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand that from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.
- xv. The Purchaser/s authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.
- xvi. Time is of essence for the developer as well as Purchaser/s. It is specifically agreed between the parties that timely payment is essence of the agreement and purchaser shall pay amounts payable by the purchaser to the developer in time. Without prejudice to the rights of the Developer to take action for breach arising out of delay in payment of the instalments on the due dates, the Purchaser/s shall be bound and liable to pay interest as agreed herein on all the amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment provided that tender of the principle amounts and interest or tender of the interest and the expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement nor shall it be construed as condonation of the delay by the Developer.

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xvii. The Developer shall abide by the time schedule for completing the project and handing over the Unit / Flat to the Purchaser/s and the common area to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligation under the Agreement subject to the simultaneous completion of construction by the Developer as provided herein.

xviii. The nature, extent and description of common areas and facilities is more particularly described in Schedule III written hereunder and the developer has agreed to provide specifications in the Unit / Flat which are more particularly described in Annexure "E", hereto. The Developer and Unit/ Flat purchaser agree not to question or challenge the said consideration as the same having been settled on the basis of carpet area and on lump sum basis after considering all the aspects and other terms of agreement. It is specifically agreed between the parties that this agreement is not construction agreement or works contract or service. This agreement is sale of Unit / Flat which is to be constructed / constructed upon the said lands by the developer.

xix. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded) to be provided by the Developer in the said building and the Unit / Flat are those that are set out in Annexure 'E' annexed hereto, and the Purchaser/s shall not be entitled to any extras.

xx. The Unit / Flat Purchaser and/or the Developer shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof. It is sole responsibility of the purchaser to get this agreement registered.

#### **4] TERMINATION OF THE AGREEMENT:**

- i. In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Developer shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the

day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Developer available as per the terms and conditions hereof and the statutes.

- ii. On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4<sup>th</sup> occasion, committing a breach by delaying the payment as per the payment Schedule mentioned herein, the Developer shall, without prejudice to as stipulated in clause above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Developer shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Purchaser and the Purchaser shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deduction of 5% of agreement value as and by way of liquidated damages. Upon the execution and registration of the aforesaid Deed of Cancellation, the Developer shall provide the Purchaser a letter of authority to enable the Purchaser to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Purchaser delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.
- iii. Notwithstanding any of the above clauses in the event of the Developer is unable to give possession of the said Unit / Flat on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser will be entitled to terminate this agreement, then in that event Purchaser shall serve 15 days' notice to the Developer to terminate the Agreement and on such termination the Developer shall within 30 days of such termination refund the entire amount received

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under this agreement with interest at the State Bank of India highest Marginal Cost of Lending Rate then applicable plus 2%, simultaneously at the time of execution and registration of Deed of Cancellation of this agreement. It is specifically agreed that if the Purchaser avoids executing Deed of Cancellation then in that event Purchaser is entitled to the interest till the date of termination only.

- iv. For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Developer as to the intention of the Purchaser and on such receipt of notice the Developer herein shall be entitled to deal with the Said Unit / Flat with prospective buyers and developer is entitled to deduct 5% of the agreement value as liquidated damages. In the event of such termination, the Developer shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Purchaser and the Purchaser shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deduction of 5% of the agreement value as and by way of liquidated damages.
  
- v. In case refund for the amounts paid such as government charges, stamp duty, service tax, VAT, GST, registration fees etc. shall have to be claimed directly by the Purchaser/s from the concerned authority. The Developer shall not be liable to for the same for any reasons whatsoever. Or whatsoever reason.
  
- vi. It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Unit / Flat between the Developer and Purchaser herein terminated as stated in hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided herein.

**5. TITLE:**

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- i. The Developer hereby agrees that Developer shall, before execution of a conveyance of the said structure of the said Building or Wing in favour of a Corporate Body to be formed by the Purchaser/s/Purchaser/s of Apartments/Shops/Garages in the building/wing to be constructed on the said lands (hereinafter referred to as "the Society/the Limited Company") make full and true disclosure of the nature of Developer's title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said structure of the said Building/Wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Original Owner/the Developer has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable Developer to convey the said structure to the said Society/Limited Company with absolute, clear and marketable title.
- ii. The Developer hereby agrees that Developer shall, before handing over possession of the said lands to the Co-operative Housing Society or Association of Flat Purchasers formed as per provisions of Maharashtra Apartment Ownership Act, and in any event before execution of a conveyance of said lands in favour of Co-operative Housing Society or Association of Flat Purchasers as per Maharashtra Apartment Ownership Act, make full and true disclosure of the nature of developer's title to the said lands as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said lands, and shall, as far as practicable, ensure that the said lands is free from all encumbrances and that the Vendor/Original Owner/the Developer has/have absolute, clear and marketable title to the said lands, so as to enable him to convey/lease the said lands to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title.

## **6. FLOOR SPACE INDEX & MODIFICATION OF PLANS**

- i. Developer is entitled to develop said lands admeasuring about 3893.08 sq.mt. As per the prevailing Development Control Rules of Pune Municipal Corporation, FSI available against the said lands are 1.1 i.e. 4282.39 Sq mtrs.

- ii. The developer is entitled to utilize premium FSI upon the said lands to the extent of 1946.54 Sq mtrs and transferrable development rights to the extent of 4477.04 Sq mtrs.
- iii. Developer has decided to construct only One Building on the said lands having ground + First floor for commercial purpose and second to fifteen floor for residential purpose having 4 level car parking i.e. basement, ground plus two floors. Pune Municipal Corporation has sanctioned the building plans as per commencement certificate No.CC/0580/18 dt 6/6/2018. At present the building plans are sanctioned only upto the basement, ground floor, first floor and second to seventh floor.
- iv. The developer has decided to get the plan revised/modified to get permission to construct additional floor i.e. 8th to 14th floor after purchase of transferrable development rights.

## **7. RIGHTS OF THE DEVELOPER TO DEVELOP SAID LANDS:**

- 7.2 Developer hereby declares that developer is going to construct only One Building on the said Lands and development of the said lands will be completed on or before 30/06/2023 Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:
- a. War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods,
  - b. Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
  - c. Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
  - d. Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water

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connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Collector, Pune / PMRDA/ or any other authority.

e. Any other reason beyond the control of the Developer.

## 8. POSSESSION:

8.1 The Developer shall give possession of the Unit / Flat to the Purchaser/s on or before 30/06/2023.

8.2 Developer hereby declares that Developer will complete external development of the project on or before before \*\*/\*\*/20\*\*.

8.3 It is specifically agreed that Developer shall be entitled to reasonable extension of time for giving delivery of Unit / Flat on the aforesaid date, if the completion of building in which the Unit / Flat is to be situated is delayed on account of –

i. Non-availability of steel, other building material, water or electric supply and Labour;

ii. War, Civil commotion or act of God;

iii. Any notice, order, rule, notification of the Government and/or other public or competent authority.

8.4 **Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate \* from PMRDA shall offer in writing the possession of the Unit / Flat to the Purchaser/s in terms of this Agreement to be taken within 10 days from the date of issue of such notice and accordingly the Developer shall give possession of the (Unit / Flat/Plot) to the Purchaser/s.

8.5 The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities,

documentation on the part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser/s, as the case may be.

- 8.6 The Purchaser/s shall take possession of the Unit / Flat within 10 days of the Developers giving written notice to the Purchaser/s intimating that the said Unit / Flat is ready for use and occupation. Purchaser is not entitled to ask the possession unless entire amount payable under this Agreement is paid by the Purchaser to the Developer.
- 8.7 Purchaser/s to take possession of Unit / Flat Upon receiving a written intimation from the Developer as stated above, the Purchaser/s shall take possession of the Unit / Flat from the Developer by executing possession receipt, necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit / Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the stipulated time in such case Purchaser/s shall be liable to pay maintenance charges as applicable and property tax and electricity charges or all such charges to be paid at the time of completion from the date of such intimation even though the purchaser for any reason has not taken the possession.
- 8.8 If within a period of five (5) years from the date of handing over the Unit / Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any defect in the Unit / Flat or the building in which the Unit / Flat is situated or the material used therein, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Purchaser/s compensation for such defect or change. Developer is not entitled to pay the compensation in case of damages arising out of wear and tear of the premises and respective items and also arising out of any changes carried out by the Purchaser or any damages arising out of carrying out interior work. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of

such fee as may be determined by the Regulatory Authority, be referred to decision to Adjudicating Officer appointed under Section 72 of the Real Estate (Regulation and Development) Act, 2016.

**8.9 Schedule for possession of the Common amenities:** -The Developer herein is developing the said land which consists of various phases having common amenities like club house, landscape garden etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the said land. The Developer, assures to hand over possession of the said common amenities on \*\*/\*\*/20\*\* The Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non-completion of aforesaid common amenities.

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

## **9] Maintenance charges and other outgoings:**

### **9.1 Parties hereby agree that maintenance charges include following charges / expenses:**

- I. The expenses of maintenance, repairing, redecorating etc. of the main structure and in particular the terrace gutters and rain water pipes of the building/s, water pipes and electric wires in under or upon the building/s and enjoyed or used by the Purchaser in common with other

occupiers of the other premises and the main entrances, passages, landings and staircases of the building/s as enjoyed by the Purchaser or used by him/her/it them in common as aforesaid and the boundary walls of the building, compound, terrace, gardens, swimming pool, periphery of the building, etc.

- II. The costs of cleaning and lighting the passages, landings, staircase and other parts of the building/s and said lands as enjoyed or used by the Purchaser in common as aforesaid.
- III. The costs of decorating the exterior of the building/s.
- IV. The salaries of sweepers, lift man, pump operators, Gardeners, etc. working for the building/s.
- V. The cost of working and maintenance and repairs of water pumps, lifts, generator, and other service lines and ALL OTHER AMENITIES AND SERVICES allied paraphernalia.
- VI. Municipal and other taxes, charges, rates, cesses, etc.
- VII. Insurance of the building.
- VIII. Cost of water meter or electricity meter and/or any deposit for water or electricity.
- IX. All required AMCs for equipment's and services.
- X. Charges of the water if purchased by the developer from the tankers if the corporation fails to supply water or the water supply from the PuneMunicipal corporation is not adequate. Cost of maintenance of generator and running cost of generator.
- XI. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building or buildings.

## 9.2 Payment of maintenance charges:

- i. Developer has right to fix maintenance charges which are to be paid by the purchaser and Purchaser shall not have any right to challenge the amount of the maintenance charges fixed by the developer. Purchaser shall pay sum of Rs.-----/- (Rupees. Only)per Unit / Flat as mentioned in **Schedule IIA** written hereunder, as provisional maintenance charges to the developer for the Said Flat. Developer has decided to charge provisional monthly maintenance charges till maintenance of the said lands and Building is handed over the organization of Unit / Flat purchasers of the building constructed upon the said lands. Purchaser shall pay the aforesaid provisional maintenance charges at the time of possession to the developer for the period of first 36 months from the date of possession. Also as per society norms we are supposed to divide maintenance in 3 parts one towards daily expenses, towards sinking fund, towards major repairs .
- ii. Purchaser shall pay monthly maintenance charges to the developer as fixed by the developer on or before 7<sup>th</sup> day of each English Calendar month. If the purchaser fails to pay maintenance charges in the stipulated period, then in that case, the purchaser shall pay the interest upon the unpaid maintenance charges @ 18% p.a. for the delayed period.
- iii. Arrears of maintenance charges and interest upon it shall be charge upon the said Unit / Flat and purchaser is not entitled to assign his interest in the said Unit / Flat, unless the unpaid maintenance amount along with the interest is paid to the developer or Association / society of the Unit / Flat purchasers as the case may be.

## 9.3 Liability to pay maintenance charges:

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- i. Purchaser is liable to pay regularly maintenance charges from date of possession or date of issue of occupancy certificate by Pune Municipal Corporation whichever is earlier.
  - ii. If Purchaser fails to take possession within 15 days from date of receipt of written intimation from the developer, then in that case date of possession shall be 15<sup>th</sup> day from the date of written intimation from the developer.
  - iii. If the purchaser takes possession for carrying out interior work, then the date of possession will be the date on which possession is taken to carry out interior work.
  - iii. Purchaser shall pay maintenance charges to the developer or agency appointed by the developer to carry out maintenance till the Co-operative Society / Condominium of Apartment Holders is formed.
- 9.4 Developer shall deposit maintenance amount in designated account which is to be opened for carrying out the maintenance of the Said Land. It is specifically agreed that Developer shall have a right to use the maintenance charges / deposit as per the requirement and shall hand over the balance amount to the society / Condominium of the Apartment purchasers.
- 9.5 Purchaser shall pay property tax and other taxes and levies, electricity bills, water charges, upon the said flat regularly and developer shall not be liable to pay any taxes from the date of possession or the date from which the property tax is payable upon the Said Unit / Flat whichever is earlier.
- 9.6 The Developers shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold Units / Flats and other premises and the token sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per month towards the other outgoings in respect of the unsold Units / Flats.\*\*\*Client to Confirm\*\*\*\*
- 9.7 Purchaser/s shall, even if possession of the said Unit / Flat, is not taken for whatsoever reasons, be liable to pay the maintenance charges.
- 9.8 The Developers reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon time to time increasing

structure of maintenance expenses and the purchasers have also agreed upon the same.

- 9.9 The amount so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until a conveyance is executed in favour of the society/Limited Company/ Condominium of Apartment Holders as aforesaid. On formation of the society or condominium as per provisions of Maharashtra Apartment Ownership Act, aforesaid deposits, (less deductions provided for under this Agreement) shall be paid over / transferred by the Developers to the Society or the Limited company/ condominium of Apartment Holders as the case may be.
- 9.10. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 7<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser/s shall be regarded as the default on the part of the Purchaser/s and shall entitle the Developer to terminate this agreement in accordance with the terms and conditions contained herein.
- 9.11 The Purchaser/s shall pay to the Developer a sum as demanded by the Developer for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

## **10] FORMATION OF THE SOCIETY /CONDOMINIUM/BODY:**

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

- i. Developer shall have option to submit said lands and Building constructed upon it to the provisions of Maharashtra Apartment

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Ownership Act, 1970. or to form Co-operative Society of Flat Purchasers. The Purchaser hereby agrees and confirms that the decision taken by the developer to submit the said lands and building constructed upon it to the provisions of Maharashtra Apartment Ownership Act, shall be final and binding upon the Purchaser.

- a. The Purchaser/s along with other Purchaser/s of Units/Flats in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly filled in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to register the common organization of Purchaser/s. No objection shall be taken by the Developer if any changes or modification are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- ii. The Developer shall become member of the Co-operative Society, which will be formed by the developer of the flat purchasers of the building constructed upon said lands. If the Developer transfer, assign and dispose off the said open spaces un-allotted covered or open car parking, terrace, parapet walls, or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s the Co-operative Society. The other Purchaser/s will have no right to raise any objection to admit such assignee or transferee or Purchaser/s or Purchaser/s as member of Co-operative society.

## **11] CONVEYANCE:**

- 11.1. The Developer shall, or before 30/06/2023 cause to be transferred to the Co-operative Housing Society or Association of Apartment Purchaser all the right, title and the interest of the Vendor/Original Owner/Developer and/or the owners in the said lands on which the building is constructed.
- 11.2. At the time of registration of conveyance of the Building, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges, payable by the said Society or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building/Wing of the Building. At the time of registration of conveyance of the said lands, the Purchaser/s shall pay to the Developer, the Purchaser's share of stamp duty and registration charges payable, by the Co-operative Housing Society or Association of Apartment Owner on such conveyance or any document or instrument of transfer in respect of the structure of the said lands to be executed in favour of Co-operative Housing Society or Association of Apartment Purchaser.
- 11.3. Developer is entitled to reasonable extension of time to convey the said Lands if the development of the said Lands is delayed on account of:
- a. Non-availability of steel, cement, other building material, water or electricity, labour.
  - a. War, civil commotion, or act of god.
  - b. Any notice, order, rule, notification of Government and/or other public or competent authority or court order and obtaining approvals from local authorities.
- 11.4. It is specifically agreed and declared that the deed of conveyance 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 Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

- ii) A declaration that the Developer shall have unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said Lands (and the neighboring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
- iii) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- iv) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises of the Developer for building or other purposes and a declaration that the access and user of the light and air to and for the residential Units / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Developer.
- vi) Declaration relating to use of FSI and TDR upon the said lands and the restrictions of the flat purchasers to claim FSI.

11.5. The Advocate for the Developer shall prepare, engross and approve all documents which are to be or may be executed in pursuance of this Agreement with respect to final conveyance 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 therefore 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 Developer and/or the Purchaser as well as the entire professional costs of the said Advocate of the Developer in preparing and

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approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser. The Developer shall not contribute anything towards such expenses. The proportionate share as determined by the Developer of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

**12. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer no.1 and 2 hereby represents and warrants to the Purchaser/s as follows:

- i) The Developer no.2/Owner has clear and marketable title with respect to the said Lands; as declared in the title certificate annexed to this Agreement and has the requisite rights to carry out development upon the said Lands and also has actual, physical and legal possession of the said Lands for the implementation of the Project;
- ii) The Developer has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project.
- iii) There are no encumbrances upon the said Lands except those disclosed in the title report;
- iv) There are no litigations pending before any Court of Law with respect to the said lands or Project;
- v) All approvals, licenses and permits issued by the Competent Authorities with respect to the said lands and said building/wing are valid and subsisting and have been obtained by following due process of Law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the said Lands and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in

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compliance with all applicable laws in relation to the Project, said lands, Building/Wing and common areas;

- vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected:
- vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Lands, including the said Unit/ Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit / Flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s or society, the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums', damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Lands to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification has been received or served upon the Developer in respect of the said Lands except those disclosed in the title report.

**13] OBLIGATIONS OF THE PURCHASER:**

- 13.1. The Purchaser/s shall use the Unit / Flat 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.

- 13.2. The Purchaser/s along with other Purchaser/s of Unit / Flat in the building shall join in forming and registering the Society / Condominium of Apartment Holders to be formed and registered by the Developer as per their own convenience, and in their absolute discretion, and shall file from time to time and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society / 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 Developer within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964 and Section 19 (9) of The Real Estate [Regulation & Development], Act, 2016. 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 of the Said Land executed and the Society / Condominium of Apartment Holders, formed and registered.
- 13.3. Upon formation of such Society / Condominium of Apartment Holders such body shall be liable besides the Purchaser/s and other Purchaser/s of different Units / Flats, for any lien or claim or demand which the Developer may have in respect of the said Unit / Flat hereby agreed to be purchased and other Unit / Flat 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 Developer may require to be executed to enforce the obligations 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 Developer shall entitle the Developer to rescind this Agreement and the consequences or rescission herein provided shall follow.

- 13.4. The Purchaser/s is/are aware of the fact that the Developer have undertaken the work of development of the Said Lands, and as such, the Developer are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.
- 13.5. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Unit / Flat etc. constructed on the Said Land on the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.
- 13.6. The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Unit / Flat may come, doth hereby covenant with the Developer as follows for the said Unit / Flat and also for the building in which the said Unit / Flat is situated :-
- a) To maintain the Unit / Flat at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the Unit / Flat is taken and shall not do or suffer to be done anything in or to the building in which the Unit / Flat 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 / Flat is situated and the Unit / Flat itself or any part thereof.
  - b) Not to store in the Unit / Flat / 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 / Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Unit / Flat is situated, including entrances of building in which the said Unit / Flat is situated and in case any damage

is caused to the building in which the Unit / Flat is situated or the Unit / Flat 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 / Flat and maintain the Unit / Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Unit / Flat is situated or the said Unit / Flat 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.
- c) Not to demolish or cause to be demolished the said Unit/ Flat 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 / Flat is situated and shall keep the portion, sewers, drains, pipes in the Unit / Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit / Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Unit / Flat without the prior written permission of the Developer 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 Said Lands and the building 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 / Flat in the compound or any portion of the Said Lands and the building.
- g) Pay to the Developer within seven days of demand by the Developer, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said Unit / Flat.
- 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 / Flat 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 / Flat until all the dues payable by the Purchaser/s to the Developer 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 Developer and obtaining prior written permission from the Developer 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 / Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Condominium of Apartment Holders regarding the occupation and use of the said Unit / Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till conveyance of portion of Said Land and the building constructed upon it is executed, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Land and building/s or any part thereof to view and examine the state and conditions thereof. The Developer shall have such right to enter into and upon the Said Land/building/Unit / Flat even after the Purchaser/s is/are put into possession of the said Unit / Flat, during the statutory defect liability period.
- l) Till a separate electric meter or a water meter is installed/allotted by the MSED Co. Ltd./ Collector, Pune/Local Authority, the Purchaser 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 Unit / Flat.

- m) If after delivery of possession of the said Unit / Flat, the Developer or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Purchaser herein shall permit the Developer or Association as the case may be to carry out such repairs without delay and shall give required help there for. If such leakage is due to alterations made by the Purchaser or due to negligence of the Purchaser then the Purchaser shall be liable to carry out the said repairs and pay cost there for.
- n) 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 Developer construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Developer.
- o) 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 Developer and in such places or in such manner as may be directed by the Developer.

- 13.7. 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 Developer is enjoyed under the express consent of the Developer.
- 13.8. 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 Developer shall not be liable to execute any deed or any other document in respect of the said Unit / Flat in favour of the Purchaser/s.
- 13.9. The Developer alone shall be entitled to claim and receive compensation for any portion of the Said 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.

- 13.10. The Purchaser covenants and undertakes that in the events he/she/ they have acquired right and interest in open space/terrace/garden they shall be duty bound and under obligation to permit the Developer and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/ terrace, even after the society is formed and conveyance is executed.
- 13.11. The Purchaser/s hereby irrevocably consents and authorizes the Developer to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Developer in this regard shall be binding on the Purchaser/s. The Developer may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of State of Maharashtra, Local Authority, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.D.C., etc. on behalf of the Purchaser/s and whatever acts so done by the Developer on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.
- 13.12. The Purchaser/s hereby authorizes and allows the Developer to represent him/her/ them for changing the position of Roads, Open spaces, Parking lots, other common amenities, Staircases, Lobbies, Underground/Over ground water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the requirement of Collector, Town Planning Authority or Local Authority, and the Purchaser/s will not take any objection for the same.

**14] OTHER COVENANTS:**

- 14.1 The Developer shall maintain a separate account in respect of sums received by the Developer form the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

- 14.2 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the Said Lands and Building or any part thereof unless proper conveyance and ownership of buildings constructed upon it is executed by consenting parties and Developer, in favour of Association / society / company of the Unit purchasers. 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 Developer until the Said Land and Building is transferred and conveyed to the Society / Condominium of Apartment Holders as hereinbefore mentioned.
- 14.3 Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as the waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.
- 14.4 The Developer shall have a first charge and lien on the said Unit in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- 14.5 The Developer shall be entitled to create encumbrance over the Said Land allot, give on licence any portion of the Said Land to any Government / Semi Government Authorities / Local Authority / M.S.D.C./ Pipe Gas/ Gas bank/fire fighter or any other services as per bylaws, any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.
- 14.6 The Developer 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 Developer other than the terms and conditions expressly provided under this Agreement.
- 14.7 The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said unit by the Developer to the Purchaser herein, it will always be presumed that, the Developer had discharged and performed all his obligations, except formation of proposed society or Association of Apartment and conveyance, 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 Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963.

- 14.8 On completion of the construction of the Said Unit and obtaining completion certificate/occupancy certificate of the Said Unit from the concerned authorities, all the risk relating to or touching to or in respect of the Said Unit shall exclusively be of the Purchaser.
- 14.9 The Developer may themselves or any other person in the Developer's sole discretion for allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, paging, mobile, cellular services, on the building and derive appropriate income therefrom in their own rights. The Developer shall be entitled to erect hoardings on the Said Land 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 Developer.
- 14.10 Covered Parking/ Podium Parking are not the common areas and Developer has right to allot Covered Parking/ Podium Parking to specific unit purchaser/s as per his choice and discretion of the Developer. The purchaser shall not enclose the said parking and shall not use the same for any other purpose. The respective purchaser shall use the covered parking for the purpose for keeping or parking the purchaser's own light motor vehicle and in manner not inconvenient to other Unit holders and shall not enclosed the same at any time for whatsoever reason. The Developer shall not be responsible for the consequences arising out of any unauthorized use/enclosure of the parking areas.
- 14.11 Developer has allotted Open Car Park/Scooter Park to the Purchaser and for that Developer has not taken any consideration for using the discretion to allow unit purchaser to use specific Open Car Park area. Such allotment will be done by the Developer only with the intentions for convenience of the Unit purchasers and there should not be any conflict between the Unit purchasers after formation of the Society/Association of the Unit purchasers. It is specifically agreed by the Purchaser herein that the above work is being done by the developer's ex-gratia on the request of the purchasers. If any dispute arises on account of allotment of open parking

then in that case Developer is not responsible for the same and Flat Purchaser shall resolve their dispute amongst themselves.

- 14.12 It is hereby made clear that the Developer shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Unit Purchaser/s herein or the organization in which he will become a member shall not be entitled to object the said use by the Developer or its nominee/s or assignee/s and the Unit subject to the said right of the Developer and this term is the essence of this agreement.
- 14.13 The Developer hereby make aware purchaser that there may be insufficient water supply by local authority and Developer has given undertaking to Local authority regarding water supply. As the Developer 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, if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Developer may provide electrical connections/water supply at the cost of the purchaser through any other temporary arrangement due to which if there is improper/insufficient/irregular supply of water/electricity, the Developer shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Developer (and service tax if applicable thereon). Until receipt of this amount from the purchaser, the Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoings/maintenance charges for which the Purchaser hereby gives his/her consents. The Developer is entitled to demand charges for such temporarily arrangement in advance, for 12 months, before giving possession of the said Unit.

**15] NAME OF THE PROJECT:**

The name of the Project will be The Peak. 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

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written consent of the Developer at any time. Developer has right to fix signage of Developer's name on the Building and Flat Purchaser or Association / Society of Flat Purchasers have no right to remove the signage affixed by the Developer.

**16. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Developer executes this Agreement Developer shall not mortgage or create a charge on the [Unit / Flat/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such [Unit / Flat/Plot].

**17. BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to executed and deliver to the Developer this Agreement within 30 (thirty) days from the dated of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

**18. ENTIRE AGREEMENT**

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The Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit / Flat/plot/building, as the case may be.

**19. RIGHT TO AMEND**

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

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S, SUBSEQUENT PURCHASER/S**

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

**21. SEVERABILITY**

In any provision of the Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform the Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**22] WAIVER NOT A LIMITATION TO ENFORCE**

22.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the

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payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser.

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

**23. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

**24. FURTHER ASSURANCES**

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

**25. PLACE OF EXECUTION**

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

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

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

**27. JOINT PURCHASER/S**

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

**28. GOVERNING LAW**

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

**SCHEDULE I**

**(DESCRIPTION OF THE SAID LANDS)**

The land bearing Survey No. 29 Hissa No. 8/1 admeasuring about 998.45 sq mt, Hissa No. 8/2 admeasuring about 957.39 sq mt, Hissa No. 8/3 admeasuring about 970.24 sq mt and Hissa No. 8/4 admeasuring about 967 sq.mt totally admeasuring about 3893.08 Sq mt i.e. 0 H 38.93 R situated at Village Kondhwa Khurd, Taluka Haveli, District Pune and situated within the limits of Pune Municipal Corporation and collectively bounded as follows:

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- On or towards the East : Government Road
- On or towards the South : Partly by Private Plot no.10/2  
and partly by 30 ft. wide  
Internal Road as per the layout  
of out of S. no. 29 Kondhwa  
Khurd.
- On or towards the West : Open space bearing Plot no.31  
as per lay out of Survey no 29  
Kondhwa Khurd
- On or towards the North : 30 mtr. Wide Internal Road &  
beyond that Plot no.7 & 29

Hereinabove referred to as 'Said Land'.

SCHEDULE- II A

Description of the Unit / Flat & Car Parking

|    |                   |  |
|----|-------------------|--|
| 1) | Building/Flat No. |  |
| 3) | Type              |  |
| 3) | Floor             |  |

| Flat No | Carpet<br>in<br>sq.mt | Enclosed<br>Balcony<br>in sq.mt | Formed<br>Terrace<br>in<br>sq.mt | Terrace<br>in sq.mt | Dry<br>Terrace<br>in<br>sq.mt |
|---------|-----------------------|---------------------------------|----------------------------------|---------------------|-------------------------------|
|         |                       |                                 |                                  |                     |                               |

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**SCHEDULE –IIB**

**Consideration Amount**

Total Consideration of flat is Rs.                      /- (**Rupees.                      Only.**)

**SCHEDULE II C**

**DETAILS OF PAYMENT SCHEDULE**

**Consideration of the Said Unit shall be paid by Purchaser/s to the Developer as per following details**

| Sr. No. | Amount | % Due | Particulars of received and due amounts                                                                                  |
|---------|--------|-------|--------------------------------------------------------------------------------------------------------------------------|
| 1       |        | 10%   | Paid on or before execution of this Agreement                                                                            |
| 2       |        | 30%   | to be paid to the Developer on completion of the Plinth of the Building or Wing in which the said Unit / Flat is located |
| 3       |        | 6%    | to be paid to the Developer on completion of the of RCC work/Slab of 3 <sup>rd</sup> floor                               |
| 4       |        | 6%    | to be paid to the Developer on completion of the of RCC work/Slab of 4 <sup>th</sup> floor                               |
| 5       |        | 6%    | to be paid to the Developer on completion of the of RCC work/Slab of 5 <sup>th</sup> floor                               |
| 6       |        | 6%    | to be paid to the Developer on completion of the of RCC work/Slab of 6 <sup>th</sup> floor                               |
| 7       |        | 6%    | to be paid to the Developer on completion of the of RCC work/Slab of 7 <sup>th</sup> floor                               |
| 8       |        | 10%   | to be paid to the Developer on completion of brickwork and internal                                                      |

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|              |  |             |                                                                                     |
|--------------|--|-------------|-------------------------------------------------------------------------------------|
|              |  |             | plaster brickwork and internal plaster of the said Unit / Flat                      |
| 9            |  | 10%         | to be paid to the Developer on completion of flooring work of the said Unit / Flat  |
| 10           |  | 5%          | to be paid to the Developer on completion of colouring work of the said Unit / Flat |
| 11           |  | 5%          | to be paid to the Developer at time of possession of the said Unit / Flat           |
| <b>TOTAL</b> |  | <b>100%</b> |                                                                                     |

**SCHEDULE – III**

**COMMON AREAS AND FACILITIES: -**

- 1) said lands described in Schedule I above
- 2) Landscaped Garden
- 3) Children’s Play area
- 4) RCC Structure
- 5) Overhead Water Tank and Underground Water Tank shall be common along with the pump set.
- 6) Right to use internal roads, drainage, water lines, service lines.
- 7) Compound wall with security Cabin
- 8) Internal Concrete/Paving Blocks Roads
- 9) Limited Generator Backup for common areas
- 10) Fire Fighting System
- 11) Letter Box for each apartment
- 12) Entrance lobbies, entrance gate
- 13) Two Elevators
- 14) CCTV Cameras

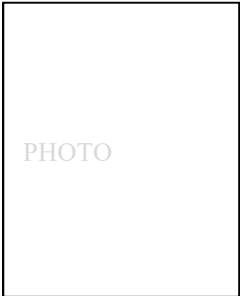
IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

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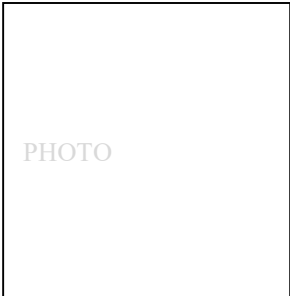
SIGNED, SEALED AND DELIVERED  
by the within named Developer

Kundan Unity through its Constituents

1) M/S KUNDAN BUILDCON.,  
Through its Partners,  
Kundan Spaces LLP  
Through its Managing Partner,  
Mr. Ashish B. Jain



2) M/S Unity Landmark.,  
Through its Managing Partner,  
Mr. Shabbir F. Furniturewala

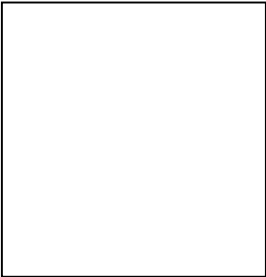
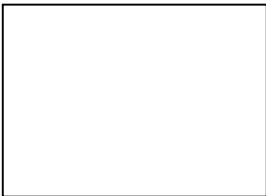


SIGNED, SEALED AND DELIVERED  
by the within named Purchaser/s

1)



2)



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**In the Presence, of**

1. Name :

Address :

Signature:

2. Name:

Address:

Signature:

**Annexure – A 1**

- 7/12 Extract of Land Bearing Survey No.29 Hissa No.8/1 Kondhwa Khurd.
- 7/12 Extract of Land Bearing Survey No.29 Hissa No.8/2 Kondhwa Khurd.
- 7/12 Extract of Land Bearing Survey No.29 Hissa No.8/3 Kondhwa Khurd.
- 7/12 Extract of Land Bearing Survey No.29 Hissa No.8/4 Kondhwa Khurd.

Annexure – A 2  
Copy of Registration Certificate issued under The Real Estate  
(Regulation and Development) Act, 2016

ANNEXURE B  
TITLE CERTIFICATE 1/1

ANNEXURE B  
TITLE CERTIFICATE 1/2

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ANNEXURE B  
TITLE CERTIFICATE  
ANNEXURE B  
TITLE CERTIFICATE 1/4

ANNEXURE B  
TITLE CERTIFICATE 1/5

ANNEXURE B  
TITLE CERTIFICATE 1/6

ANNEXURE B  
TITLE CERTIFICATE 1/7

ANNEXURE B  
TITLE CERTIFICATE 1/8

**Annexure – C**  
(the copies of the plans of the Building plans as approved by the concerned local Authority)

**Annexure – D**  
Commencement Certificate

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**Annexure – E**

(Specification and amenities for the Unit / Flat),

**I. GENERAL SPECIFICATIONS**

- a. Material shall be those that are locally used for normal building works.
- b. Dimensions in the plans shall be subject to normal tolerances plus tolerance for plaster thickness.
- c. Wherever any alternatives (and colour scheme) are specified the choice shall be that of the Developer.
- d. All dimensions, specifications stated herein shall supersede any information or proposals mentioned in any presentation drawings or brochures or advertisements released by the Developer.
- e. Nothing contained in the brochure shall take precedence over what is stated herein and furthermore any and all commitments made verbally or even in writing by any employee of the Developer shall not be binding on the Developer unless the same is incorporated herein.

**II. PARTICULAR SPECIFICATIONS**

Vitrified tiles in all bedroom.

Anti- skid flooring in all terraces.

**Kitchen**

Granite platform with sink.

Electric points

**Dry Area**

Provision for washing machine in dry area

**Doors**

Main door with door fittings

**Windows**

Marble/Granite window sills

**Bathrooms**

Concealed flush tanks/ water closet/concealed flush valve

Wash basin

Sanitary fittings and CP fittings of standard make

**Electrical**

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Concealed wiring  
Electrical points  
Electric switches of standard make.  
Provision for air conditioning electric points in living and all bedrooms  
TV and telephone points in living and all bedrooms.

**Painting**

**Internal**O.B.D paint in entire flat