

AGREEMENT

**THIS AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS DAY OF MARCH IN
THE YEAR TWO THOUSAND TWENTY TWO.**

BETWEEN

M/S. P.S. DEVELOPERS,

a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at 101, Fortune Plaza, Thube Park, Shivajinagar, Pune: 411005,

PAN - AAHFP6567G

through its partners,

1) MR. VINAYAK CHANDRAKANT SURKUTLA,

Age about 50 Years, Occupation: Business,

PAN - ACZPS9743B

Residing At: F-1101, Treasure Park, Santnagar, Parvati,
Pune: 411009.

2) MR. FAKIRA BABURAO PAWAR,

Age about 51 Years, Occupation: Business,

PAN - AGIPP5704C

Residing at: Survey No.209, Plot No.07, Orient Park,
Hadapsar, Pune: 411028.

HEREINAFTER referred to as **"THE PROMOTER"**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said Firm the survivors or survivor of them and the heirs, executors and administrators of the last surviving Partner, his/her/their assigns).

PARTY OF THE FIRST PART.

AND

1) MR. _____

Age: __ years, Occupation: _____

PAN No: _____, **UID:** _____

2) MRS. _____

Age: __ years, Occupation: _____

PAN No: _____, **UID:** _____

Both R/ at: _____.

HEREINAFTER referred to and called as 'THE ALLOTEE/S' [which expression unless it be repugnant to the context or meaning thereof shall mean and include all his/her/their heirs, successors, executors, administrators and assigns]

PARTY OF THE SECOND PART.

AND

MR. VIJAYSINGH JAYSINGHRAO JADHAVRAO,

Age about 61 Years, Occupation: Business &
Agriculturist,

PAN - AAQPJ3021L

Residing at: "Yadu-Kunj", 1304, Shivajinagar, Pune: 411005.
Through his constituted attorney

M/S. P.S.DEVELOPERS,

a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at "101,Fortune Plaza, Thube Park, Shivajinagar, Pune: 411005,
Through its partners,

1) MR. VINAYAK CHANDRAKANT SURKUTLA,

Age about 50 Years, Occupation: Business,
Residing at: F-1101, Treasure Park, Santnagar, Parvati,
Pune: 411009.

2) MR. FAKIRA BABURAO PAWAR,

Age about 51 Years, Occupation: Business,
Residing at: Survey No.209, Plot No.07, Orient Park,
Hadapsar, Pune: 411028.

Hereinafter referred to as "THE CONSENTING PARTY" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns).

PARTY OF THE THIRD PART

WHEREAS the Party of the First Part herein is the absolute owner of the property **Plot No. 229** admeasuring an area 14804 sq.mtrs and having development rights of **Plot No. 235** admeasuring an area 1506 sq.mtrs. which put together total area of 16310 Sq.mtrs. (now admeasuring an area 15361.76 sq. mtrs. As the state government has acquired land admeasuring 948.24 sq. mtrs. Towards internal Road) from and out of the entire property, bearing **Gat No.1420, (Old corresponding Gat No. 2406)** totally 31 Hectares 57.1 Ares assessed at Rs. 95.75 lying, being and situated at revenue **Village-Wagholi, Taluka-Haveli, District-Pune** within the limits of Zilla Parishad-Pune, Taluka Panchayat Samiti-Haveli, and within the local limits of Grampanchayat Wagholi, and within the jurisdiction of the office of the Sub-Registrar, Haveli, (Pune), which property is being developed by the Promoter herein and the same is more particularly described in the **Schedule** written hereunder and hereinafter for the sake of convenience referred to as '**the said property**';

AND WHEREAS the history of the same is as follows:-

1] That the landed property, bearing **Gat No. 1420, (Old corresponding Gat No. 2406)** totally admeasuring about 31 Hectares, 57.1 Ares (including Pot Kharaba 00 Hectare, 05 Ares), assessed at Rs.95.75, Wagholi, were previously recorded in the names of **Mr. Vijaysingh Jaysinghrao Jadhavrao and Mr. Ramchandra Udyasinghrao Jadhavrao** as owners.

2] That in pursuance of a mutual partition by metes and bounds, vide a **Deed of Declaration, Dated-28/01/2002**, registered at **Serial No. 329/2002**, in the Office of the **Sub-Registrar, Haveli No. 7 (Pune)**, the Eastern portion of the above said landed property being the Half (1/2) share in the above said landed property, devolved upon in favour of the above said Mr. Vijaysingh Jaysinghrao Jadhavrao and the entire Western Portion of the above said landed property being the remaining Half (1/2) share in the above said landed property, devolved upon in favour of the above said Mr. Ramchandra Udyasinghrao Jadhavrao. As per the Demarcation Plan attached to the above said Declaration Deed, dated-28/01/2002, the above said Mr. Vijaysingh Jaysinghrao Jadhavrao, became the owner of entitled to 'Plot No. F', admeasuring 07 Hectares, 33 Ares and 'Plot No. G', admeasuring 08 Hectares, 51 Ares, totally admeasuring 15 Hectares, 84 Ares and the above said Mr. Ramchandra Udaysinghrao Jadhavrao, became the owner and entitled to 'Plot No. A', admeasuring 01 Hectare, 88 Ares, 'Plot No. B' admeasuring 02 Hectares, 08 Ares, 'Plot No. C', admeasuring 10 Hectares, 57Ares, 'Plot

No. D', admeasuring 00 Hectare, 60 Ares and 'Plot No. E', admeasuring 00 Hectare, 60 Ares', totally admeasuring 15 Hectares, 73 Ares. Mr. Ramchandra Udaysinghrao Jadhavrao also executed Power of Attorney, dated- 28/01/2002, registered at Serial No. 330/2002, in the office of Sub-Registrar Haveli No.7, Pune, in favour of Mr. Vijaysingh Jaysinghrao Jadhavrao and Mrs. Rajashree Vijaysinghrao Jadhavrao, in respect of the separated landed property admeasuring an area, 158400 sq. mtrs. from and out of the above said landed property. F

- 3] That, the above said Mr. Vijaysingh Jaysinghrao Jadhavrao, obtained N.A. (Non Agricultural) Order, dated - 03/05/2005, bearing No. FRH/NA/SR/44/2005 and subsequently, a Layout Plan, bearing N.A. Order No.FRH/NA/SR/44/2005, dated- 03/05/2005, approved by the District of Town Planning, Town Planning Department, in respect of his share in the above said landed property. That thereafter, the above said Mr. Vijaysingh Jaysinghrao Jadhavrao applied for revision of the said Layout Plan, which was approved by the Director of Town Planning, Town Planning Department and was then forwarded to the Collector of Pune, for his approval vide an Inward Letter Ref. No. PMH/NASR/480/2005, which comprised of the said landed property, earmarked as 'Plot No. 229', approximately admeasuring about 5394.137 sq. mtrs., 'Plot No. 235', admeasuring about 7874.2886 sq. mtrs., 'Open Space No. 12' admeasuring about 615.982 sq. mtrs., and 'Open Space No. 13' admeasuring about 2086.7997 sq. mtrs., totally admeasuring 15,971.2073 sq. mtrs., in addition to other lands.
- 4] That thereafter, vide Development Agreement, coupled with Power of Attorney, dated-25/08/2006, registered at Serial Nos. 5989/2006 and 5990/2006, respectively, in the Office of the Sub Registrar, Haveli No. 7, (Pune), the above said Mr. Vijaysingh Jaysinghrao Jadhavrao, assigned/ transferred and conveyed all his development rights and powers in respect of the separated landed property, an area, admeasuring 26,568.45 sq. mtrs., from and out of the above said landed property comprising of 'Plot No. 219', admeasuring about 7192.50 sq. mtrs., 'Plot No. 220', admeasuring about 2451.95 sq. mtrs., 'Plot No.229', admeasuring about 5394.137 sq. mtrs., 'Plot No.235',admeasuring about 9271.176 sq. mtrs., 'Open Space No. 11', admeasuring about 1642.6831 sq. mtrs., and 'Open Space No.12', admeasuring about 615.982 sq. mtrs., to and in favour of the M/s. Bhat-Nagarkar Developers, represented by its Partners, Mr. Tushar Pramod Nagarkar, Mr. Kedar Ashok Bhat, Mr. Nagarkar Developers Private Limited.
- 5] That one (A) M/s. Bhat-Nagarkar Developers, a Partnership Firm, having it's registered office at Karnik Apartments, Survey No. 30/2, Flat No. 1, Near Mehendale Garage, Erandwane, Pune, represented through its Partners, 1. Mr. Tushar Pramod Nagarkar, 2. M/s. Nagarkar Developers Pvt. Ltd., a Company incorporated under the Companies Act, 1956, represented by it's Director, Mr. Shamindra Vilas Nagarkar, having it's registered office at- 'Ninad', 15/6 Erandwane, Karve Road, Pune and (B) A.V. Bhat and Sons Developers Pvt. Ltd., a company incorporated under the Companies Act, 1956, represented by it's Directors, (i) Mr. Tushar Pramod Nagarkar and (ii) Mr. Kedar Ashok Bhat, having its registered office at A.V. Bhat and Co. building, 2nd floor, 1348, Sadashivpeth, Pune, (C) Mr. Tushar Pramod Nagarkar, residing at 15/6, Ninad Bungalow, Erandwane, Pune, (D) Mr. Kedar Ashok Bhat, residing at 1348 Sadashivpeth, Pune, (E) A.V. Bhat and Sons Developers Pvt. Ltd., a company incorporated under the Companies Act, 1956, represented by its Directors, (i) Mr. Tushar Pramod Nagarkar and (ii) Mr. Kedar Ashok Bhat, having its registered office at A.V. Bhat and Co. Building, 2nd floor, 1348, Sadashivpeth ,Pune, (F) M/s. Nagarkar Developers Pvt. Ltd., a Company incorporated under the Companies Act, 1956, represented by its Director, Mr. Shamindra Vilas Nagarkar, having its registered office at 'Ninad', 15/6 Erandwane, Karve Road, Pune, were absolutely seized and possessed of and were well and sufficiently

entitled to all the development rights in respect of the said property, together with other property.

- 6] That the above said M/s. Bhat-Nagarkar Developers, applied for a revision of the said Layout Plan, bearing N.A. Order No. PMH/NASR/480/2005 and procured a revised N.A. (Non Agricultural) Order, dated-31/07/2007, bearing No. PMH/NASR/20/2007 in the name of above said Mr. Vijaysingh Jaysinghrao Jadhavrao., The said revised Layout Plan, bearing N.A. Order No. PMH/NASR/20/2007, shows reflected the landed property, totally admeasuring 15971.2073 sq.mtrs., comprising of (i) 'Plot No. 229' and 'Plot No. 235' both totally admeasuring about 13254.9299 sq. mtrs., (iii) 'Open Space No. 12' admeasuring about 719.4284 sq. mtrs., (iv) 'Open Space No. 13', admeasuring about 1996.849 sq. mtrs., and the proposed construction thereon, as per the Layout Plan. Thereafter the plot Nos. open space Nos. and the area of the said plots, mentioned in the above said Development Agreement, dated- 25/08/2006, are got corrected by the parties therein as per Revised Sanctioned Layout of the said landed property, by way of a Deed of Rectification, dated- 09/11/2009, registered at serial No. 6912/2009, in the office of Sub-Registrar Haveli No. 20 (Pune).
- 7] That thereafter, the above said M/s. Bhat-Nagarkar Developers constructed various House/Unit Nos. T-27 & T-28, T-29 & T-30, T-43 & T-44, T-45 & T-46, T-47 & T-48 T-1 & T-2, T-3 & T-4, T-5 & T-6, A-1, A-2, comprised in the project named '**Sylvan Retreat**' situated on the said landed property. That thereafter vide an Agreement for Sale, dated-16/01/2008, registered as Serial No. 585/2008, in the Office of the Sub Registrar, Haveli No.11, (Pune), the above said M/s. Bhat-Nagarkar Developers, represented by its Partner, Nagarkar Developers Private Limited, through its Director, Mr. Tushar Pramod Nagarkar and Mr. Vijaysingh Jaysinghrao Jadhavrao, represented by his Power Agent namely, Mr. Tushar Pramod Nagarkar, has agreed to sell the Bungalow bearing No. 'T/43'.Comprised in the project named '**Sylvan Retreat**' situated on the said landed property to and in favour of Ms. Shrutikirti Vivek Sharma. Owing to certain genuine and sufficient reasons, the above said Allotee could not complete the said deal and accordingly the above said Agreement for Sale, dated- 16/01/2008, has been cancelled, vide Deed of Cancellation, dated- 20/11/2009, registered at serial No. 6263/2009, in the office of Sub-Registrar, Haveli No. 13 (Pune).
- 8] That thereafter, vide an Agreement for Sale, dated-22/04/2008, registered at Serial No. 3310/2008, in the Office of the Sub Registrar, Haveli No. 4, (Pune), the above sanctioned M/s. Bhat-Nagarkar Developers, represented by its Partner, Nagarkar Developers Private Limited, through its Director, Mr. Tushar Pramod Nagarkar and Mr. Vijaysingh Jaysinghrao Jadhavrao, represented by his Power Agent namely, Mr. Tushar Pramod Nagarkar, has agreed to sell the Bungalow bearing No. 'A/1'.Comprised in the Project named '**Sylvan Retreat**' situated on the said landed property to and in favour of Mr. Sandeep Shantaram Kadam, represented by his Power Agent, Ms. Suvarana Shantaram Kadam. Owing to certain genuine and sufficient reasons, the above said Allotee could not complete the said deal and accordingly the above said Agreement for Sale, dated-22/04/2008, has been cancelled vide Deed of Cancellation, dated- 08/02/2010, registered at serial No. 1080/2010, in the office of Sub-Registrar Haveli No. 13 (Pune). That thereafter, vide an Agreement for Sale, dated-22/04/2008, registered as Serial No. 3311/2008, before the Sub Registrar, Haveli No. IV, the said M/s. Bhat-Nagarkar Developers represented by its Partner, Nagarkar Developers Private Limited, represented through its Director, Mr. Tushar Pramod Nagarkar and Mr. Vijaysingh Jaysinghrao Jadhavrao, represented by his Power Agent, Mr. Tushar Pramod Nagarkar, have agreed to sell the Bungalow bearing No. 'T/44'.Comprised in the Project, named '**Sylvan Retreat**', situated on the said landed property to and in favour of Mr. Shrirang Mahadev Bhosale, represented by his Power Agent Mr. Shantaram Tatojirao Kadam.

- 9] That thereafter, the above said M/s. Bhat-Nagarkar Developers, represented by its Partner, Nagarkar Developers Private Limited, through its Director, Mr. Tushar Pramod Nagarkar, Mr. Vijaysingh Jaysinghrao Jadhavrao, represented by his Power Agent, namely, Mr. Tushar Pramod Nagarkar, have executed a Deed of Exchange, dated-20/08/2009, registered at Serial No. 4929/2009, in the Office of the Sub Registrar, Haveli No. XVI, (Pune), to and in favour of Mr. Shrirang Mahadeo Bhosale, represented by his Power Agent, Mr. Shantaram Tatojirao Kadam, whereby the Agreement for Sale, dated-22/04/2008, registered as Serial No. 3311/2008, was cancelled by mutual consent of the parties therein and thereby Bungalow bearing No. 'T/44'eing re-conveyed in favour of the above mentioned M/s. Bhat-Nagarkar Developers and in the said Deed of Exchange M/s. Bhat-Nagarkar Developers, represented by its Partner, Nagarkar Developers Pvt. Ltd., through its Director, Mr. Tushar Pramod Nagarkar and Mr. Vijaysingh Jaysinghrao Jadhavrao, represented by his Power Agent, Mr. Tushar Pramod Nagarkar agreed to sell Bungalow bearing No. 'R-22' comprised in the Project, named 'Emerald Isle' situated on Plot No. 219 and 220, not being a part and parcel of the said landed property. That thereafter, vide Deed of Mortgage, dated-31/01/2008, registered at Serial No. 757/2008, in the Office of the Sub Registrar, Haveli No. 13, (Pune), the above said M/s. Bhat-Nagarkar Developers, represented by its Partners, Tushar Pramod Nagarkar, Mr. Kedar Ashok Bhat, and A.V.Bhat & Sons Developers Private Limited, and Nagarkar Developers Pvt. Ltd., and Mr. Vijaysingh Jaysinghrao Jadhavrao, through his Power Agent, availed off a loan of Rs. 5,00,00,000/- (Rupees Five crores only) from ICICI Home Finance Co. Ltd., by mortgaging the landed property, an area, admeasuring 26568.45 sq. mtrs, comprised in the above said landed property. The above said loan amount has been fully repaid by the said Borrower, M/s Bhat-Nagarkar Developers and accordingly Deed of Redemption, dated- 04/01/2010, executed by above said Mortgagee in favour of the said M/s Bhat-Nagarkar Developers and others. The said document has been registered at serial No.116/2010, dated- 04/01/2010, in the office of Sub-Registrar, Haveli No. 13 (Pune).
- 10] That thereafter Mr. Muljibhai Pancharia Shah, Mr. Shankarlal Jawatraj Mutha, Mr. Bhavna Vikram Jain, Mr. Chetan Prakash Bafna and Mr. Jayant Leelachand Gundesha constituted Partnership Firm under name and style 'M/s Future Realtors' to carry on the business of promoters of ownership flats schemes, Builders of flats to be sold on ownership basis, building contractors, promoters of industrial complex, management and consultancy regarding real estate and immovable property, land development and estate agency, etc., by way of a Deed of Partnership, dated-01/08/2009; upon the contents mentioned therein. That thereafter the above said Mr. Vijaysingh Jaysinghrao Jadhavrao, with the consent of (i) M/s Bhat-Nagarkar Developers, A Partnership Firm, represented through its Partners, Mr. Tushar Pramod Nagarkar, Nagarkar Developers Pvt. Ltd., represented through its Director, Mr. Shamindra Vilas Nagarkar, A.V. Bhat and Sons Developers Pvt. Ltd., represented through its Directors, Mr. Tushar Pramod Nagarkar and Mr. Kedar Ashok Bhat, (ii) Mr. Tushar Pramod Nagarkar, (iii) Mr. Kedar Ashok Bhat, (iv) A.V. Bhat & Sons Developers Pvt. Ltd. represented through its Director, Mr. Tushar Pramod Nagarkar and (v) Nagarkar Developers Pvt. Ltd., represented through its Director, Mr. Shamindra Vilas Nagarkar, sold out the said property, unto M/s. Future Realtors, a registered Partnership Firm, having its registered office at 103, Sneha Complex, Near Swargate Income Tax Office, Gultekdi, Pune-411037, represented through its Partners, Mr. Shankarlal Jawatraj Mutha, Ms. Bhavna Vikram Jain, Mr. Chetan Prakash Bafna, Mrs. Sangeeta Nainesh Nandu, and Mr. Jayant Leelachand Gundesha, by way of a Sale Deed, dated-9/11/2009, registered at Sr. No. 6913/2009, in the office of Joint Sub-Registrar, Haveli No. 20 (Pune) and accordingly based on the said Sale Deed, an effect has been given to the record of rights of the said landed property, vide Mutation Entry No. 5690.

- 11] That by way of Admission cum Retirement Deed, dated- 01/10/2009, Mr. Nainesh Muljibhai Nandu, admitted as Incoming Partner and Mr. Muljibhai Pancharia Shah, is retired from the above said firm, M/s Future Realtors; upon the terms and conditions contents mentioned therein. That by way of Admission cum Retirement Deed, dated- 11/03/2010, Mr. Nainesh Muljibhai Nandu, admitted as Incoming Partner and Mr. Shankarlal Jawatraj Mutha, Mrs. Bhavna Vikram Jain, Mr. Chetan Prakash Bafna, Mr. Jayant Leelachand Gundecha, are retired from the above said firm, M/s Future Realtors; upon the contents mentioned therein.
- 12] That as per the aforesaid registered Sale Deed, dated-9/11/2009, registered at Sr. No. 6913/2009, in the office of Joint Sub-Registrar, Haveli No. 20 (Pune), the above said M/s Bhat-Nagarkar Developers, and others, have complied with and or performed their part and accordingly, pursuant to the said Sale Deed, executed a Deed of Satisfaction to that effect, on 03/05/2010, in favour of the above said M/s. Future Realtors.
- 13] That, the Promoter herein after the negotiations with the said M/s. Future Realtors decided to purchase the aforesaid property and a public notice has also been given on behalf of the **M/s P.S. Developers Pune** in Daily News paper **Prabhat** on **25/03/2010**, to invite the objection and no objection whatsoever was received in respect of said property for the implementation of the scheme of construction on the said property and to deal with it and to sell the said property including construction thereon, accept the consideration and to execute the requisite documents, at any stage etc.
- 14] That the above said M/s. Future Realtors, a registered Partnership Firm, having its registered office at 103, Sneha Complex, Near Swargate Income Tax Office, Gultekdi, Pune- 411 037, represented through its Partners, Mrs. Sangeeta Nainesh Nandu and Mr. Nainesh Muljibhai Nandu, with the consent of retired Partners of M/s Future Realtors namely, Mr. Shankarlal Jawatraj Mutha, Ms. Bhavana Vikram Jain, Mr. Chetan Prakash Bafna, Mr. Jayant Leelachand Gundesha, sold out the said property, unto M/s. P.S. Developers, a registered Partnership Firm, Office address:- 101, Fortune Plaza, Thube Park, Near Sancheti Hospital, Shivajinagar, Pune-411 005, represented through its Partners, Mr. Vinayak Chandrakant Surkutla and Mr. Fakira Baburao Pawar, by way of a Sale Deed, coupled with an irrevocable Power of Attorney, dated-19/05/2010, registered at serial nos. 3602/2010 and 3603/2010 respectively, in the office of Sub-Registrar, Haveli No. 3, Pune and accordingly based on the said Sale Deed, M/S P.S.Developers, has become the absolute owner of the said property, an effect has been given to records of rights of said landed property vide mutation entry no 5815.
- 15] The Promoter has got sanctioned the layout and building plans of the aforesaid property from Director of Town Planning, Pune vide reference No. Rekhankan/NABP/Mouje Wagholi/Tal.Haveli/Gat No.1420 Part/SSP/3591, dated 28/09/2010 and obtained NA permission from District Collector, Pune bearing No.PMH/NA/SR/687/2010, dated-30/10/2010.That, after obtaining the various sanctions and permissions the Promoter, commenced the work of construction on the aforesaid property and after some time the Promoter has decided to obtain the development rights of the adjacent Plot bearing No. 235 and after having negotiations with the owner of the same the Promoter herein has acquired the development rights in respect of the adjacent plot bearing No. 235 and the history of the same is as under.

- 16] That the Plot bearing No. 235, admeasuring 1506 Sq. Mtrs as per revised sanctioned layout carved out of the Eastern portion of the entire property bearing Gat No. 1420 (Old corresponding Gat No.2406) is owned by Mr. Vijaysingh Jaysinghrao Jadhavrao. That Mr. Vijaysingh Jaysinghrao Jadhavrao, got approved the layout plan from Additional Director of Town Planning and also obtained the N.A. (Non Agricultural) vide Order, dated-03/05/2005, bearing No. FRH/NA/SR/44/ in respect of his share. That thereafter, the above said Mr. Vijaysingh Jaysinghrao Jadhavrao applied for revision of the said Layout Plan, which was approved by the Director of Town Planning, Town Planning Department and the Collector of Pune, has approved the same vide an Order No. PMH/NASR/480/2005, and accordingly procured a revised non agricultural (NA) Order dated 31/07/2007 bearing No. PMH/NA/SR/20/2007 in respect of the same .
- 17] That the Director of the town Planning Department has sanctioned Revised Layout Plan and the Collector, Pune District, Pune, granted NA Permission, vide its Order No.PMH/NA/SR/43/10/Pune-1, dated 22/04/2010, in respect of the said property .
- 18] That a public notice has also been given on behalf of the M/s P.S. Developers Pune in Daily Newspaper "Prabhat" on 18th June 2011, to invite the objection and no objection whatsoever was received in respect of said property for the implementation of the scheme of construction on the said property and to deal with it and to sell the said property including construction thereon, accept the consideration and to execute the requisite documents, at any stage etc.
- 19] That, thereafter, Mr. Vijaysingh Jaysinghrao Jadhavrao have assigned the development rights in respect of the plot bearing No. 235, admeasuring 1506 Sq. Mtrs as per revised sanctioned layout carved out of the entire Eastern portion of the property bearing Gat No. 1420 (Old corresponding Gat No.2406) to M/s. P.S. Developers a Partnership Firm, registered under the Indian Partnership Act, 1932, having its registered office at: 101,Fortune Plaza, Thube Park, Near Sancheti Hospital, Shivajinagar, Pune- 411005, represented through Mr. Vinayak Chandrakant Surkutla and Mr. Fakira Baburao Pawar, vide Development Agreement dated 29/06/11, duly, registered in the office of the Sub-Registrar, Haveli No.07 at Sr. No. 6958/2011 on 29/06/11. That, Mr. Vijaysingh Jaysinghrao Jadhavrao in pursuance and in furtherance of the Development Agreement dated 29/06/11 have given Irrevocable Power of Attorney dated 29/06/2011, to the partners of M/s. P.S. Developers duly, registered in the office of the Sub-Registrar, Haveli No.07 at Sr. No. 6959/2011 on 29/06/11.
- 20] That the Promoter has acquired the development rights of the adjacent plot bearing No. 235, admeasuring 1506 Sq. Mtrs as stated in the aforesaid Para and the Competent authority has amalgamated the plot bearing No. 235, admeasuring 1506 Sq. Mtrs with plot No.229 and the Promoter has got approved the entire plan of Plot No. 229 and 235 from Additional Director of Town Planning and also obtained the N.A. (Non Agricultural) permission from District Collector, Pune vide Order, dated-31 Oct. 2011, bearing No. PMH/NA/SR/811/2011 in respect the same. Further the Promoter has got approval of the revised plan of Plot No. 229 and 235 from Additional Director of Town Planning vide reference No. Rekhankan/NABP/Mouje Wagholi/ Taluka Haveli/Gat No. 1420/SSP/7317, dated 02-11-2012 also obtained the N.A. (Non Agricultural) permission from District Collector, Pune vide Order bearing No. PMH/NA/SR/1255/11, dated-31-01-2013.

- 21] That by Transfer Deed, dated-08/06/2012 the State Government has acquired land admeasuring 948.24 sq. mtrs. from the said property for Internal Road. The said Transfer Deed, dated-08/06/2012 has been registered in the office of Sub-Registrar Haveli No.1 at Sr. No. 5302/2012 on the same day. By virtue of the said acquisition the said property now admeasures an area 15361.76 sq. mtrs..
- 22] The Promoter has already completed the construction work of four buildings A, B, C, E and 13 bungalows. The Promoter has obtained completion certificate bearing No. 2823/2013, dated 10/12/2013 from the ADTP and Collector, Pune, for buildings A, B and C. The Promoter has obtained completion certificate bearing Nos. 3436, dated 17/02/2016 from the PMRDA, Pune, for buildings E and 13 bungalows.
- 23] The Village-Wagholi has recently come under jurisdiction of the Pune Metropolitan Regional Development Authority (PMRDA for short). The Promoter herein decided to submit Plans of balance work of two buildings viz. D & G on the said property to PMRDA. The PMRDA has approved the plans and specifications of the two additional buildings to be constructed on the said property vide **Commencement Certificate No. 1627/16-17 dated 15/02/2017.**

And whereas the Promoters & Developers also obtained environmental clearance from state government to file number SEIAA – EC 0000001490, on date 02/05/2019; Further the Promoter has got approval of the revised plan of Plot No. 229 and 235 from Pune Metropolitan Regional Development Authority (PMRDA for short) **vide reference No. 379/19-20, dated 08/06/2020.** Further the Promoter has got approval of the revised plan of Plot No. 229 and 235 from Pune Metropolitan Regional Development Authority (PMRDA for short) **vide reference No. 914/20-21, dated 12/10/2021.**

And whereas the Promoters & Developers also obtained revised environmental clearance from state government to file number SAI/MH/MIS/197452/2021, on date 02/11/2021.

AND WHEREAS the Promoters, Builders & Developers have appointed Architects, **Mr. Vikas Achalkar and Manoj Tatooskar as Architects** and **M/S Delcon Consultants as Structural Engineers** for the preparation of the drawing and structural design etc., of the buildings which are under construction on the said property and the Promoters, Builders & Developers herein have reserved the right to change the aforesaid Architect and Structural Engineer before the Completion of the Buildings;

AND WHEREAS thus the Promoter herein alone is entitled to develop the said property and construct the buildings on the said property and has exclusive right to sell, lease, mortgage etc. the flats, units, terraces etc. in the buildings which are under construction or to be constructed on the said property by the Promoter and to enter into agreement/s with the Allotees, Mortgagees, Lessees etc. and to receive sale price or other amounts under whatsoever heads and deposit and charges in respect thereof.

AND WHEREAS the Copy of the Certificate of title issued by the Advocate of the Promoter, 7/12 extract showing the nature of the title of the Promoter to the said properties on which the buildings consisting of flats etc. are under construction and the copies of the plans, layout, Commencement Certificate, N.A. order and details of the

unit and specifications etc. as agreed to be provided have been annexed hereto and marked as **Annexure - A, B, C, D, E, F, G and H** respectively.

AND WHEREAS the Promoter has registered the project “**Splendour County Wagholi**” being constructed on the said properties under the provisions of the **Real Estate (Regulation and Development) Act, 2016** with the Real Estate Regulatory Authority at Sr. No. P52100021548 and the copy of the certificate issued by the Real Estate Regulatory Authority has been annexed hereto and marked as “**Annexure-I**”

AND WHEREAS there are 6 number of buildings and 13 bungalows in the said project **Splendour County Wagholi**. All the buildings are residential (except building ‘G’ wherein there are some commercial units). The built-up area of the buildings presently sanctioned and that of the future extensions are approximately given in **Annexure-J** hereto annexed.

AND WHEREAS the Allottee/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents relating to the said properties and the plans, designs and specifications prepared by the aforesaid Architect of the Promoter and such other documents as are specified under the **Real Estate (Regulation and Development) Act, 2016** [Hereinafter referred to as ‘**THE SAID ACT**’] and rules made thereunder.

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

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

AND WHEREAS the Allottee/s herein applied to the Promoter for allotment of **Flat bearing No. _____** admeasuring a carpet area of _____ **sq. mtrs.**, open balcony admeasuring about _____ **sq. mtrs.**, alongwith open dry balcony admeasuring area _____**sq. mtrs.**, enclosed balcony admeasuring about _____ **sq. Mtrs.** in ‘**G**’ **Building** on the **Second Floor** in the scheme known as “**Splendour County Wagholi**” to be constructed on the said property.

AND WHEREAS the carpet area of the said flat is _____ **sq. mtrs.** and “carpet area” means the net usable floor area of the unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Allottee/s but includes the area covered by the internal partition walls of the unit.

AND WHEREAS the G-Building is presently sanctioned up to Third floors, in due course the Promoter herein will be obtaining sanction of additional floors. The total number of floors in the said G-building will be eleven floors and the said building will comprise of Fifty Five number of residential units.

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

AND WHEREAS the Allotee/s has/ have agreed to pay to the Promoter the sale price in the manner hereinafter appearing.

AND WHEREAS u/s. 13 of the Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written Agreement for Sale of the said unit to the Allotee/s, being in fact these presents and also to register the said agreement under the Registration Act, 1908.

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

AND WHEREAS in accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allotee/s hereby agree/s to purchase the unit.

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

1} CONSTRUCTION: -

The sanction to the building plan/s in respect of the buildings which are under construction or to be constructed on the said property has been obtained from PMRDA/ Competent Authority and the Promoter herein shall continue to construct and complete the construction of the buildings on the said property in accordance with the plans, designs and specifications approved or to be approved by the concerned Local Authority or within the buildings construction rules and regulations of the Local Authority. The approved plan has been seen and approved by the Allotee/s subject to such alterations and modifications as the Promoter in his sole discretion may think fit and necessary or may be required by the concerned Local Authority/Government to be made in the same.

2} ALTERATION AND MODIFICATION IN SANCTIONED BUILDING/S PLANS:-

The Allotee/s hereby agree/s and give/s his / her / their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned plans as the Promoter in his sole discretion think fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rule, regulation, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority or Government provided that the Promoter shall have to inform in writing to the Allotee if such alterations and modifications adversely affect the said unit of the Allotee/s. The Promoter has made the Allotee/s aware and the Allotee/s hereby give/s explicit no objection and irrevocable consent to the Promoter to prepare the new/ revised layout and building plans even by shifting the locations of the open space, position of dust bins, transformer plinths etc. adding new floors/buildings etc and to submit the same to the requisite authorities and obtain their sanctions and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, and for the said purposes to sign all plans, without in any manner making the Allotee/s liable for any costs and affecting his/her/their interest.

3} **CONSIDERATION OF THE UNIT:-**

Relying upon the Allotee/s representation and the assurance, the Promoter herein has agreed to sell and the Allotee/s herein has/have agreed to purchase the **Flat bearing No. _____** admeasuring a carpet area of _____ **sq. mtrs.**, open balcony admeasuring about _____ **sq. mtrs.**, alongwith open dry balcony admeasuring area _____ **sq. mtrs.**, enclosed balcony admeasuring about _____ **sq. Mtrs.** in '**G' building** on the **Second Floor** in the scheme known as "**SPLENDOUR COUNTY WAGHOLI**" along with the appurtenances thereto and the said flat along with appurtenance thereto is more particularly described in the **Annexure - G** annexed hereto and is hereinafter for the aforesaid premises referred to or called as '**The Said unit**' at or for the total consideration of **Rs. _____/- [Rupees _____ Only]** which is including the price for the proportionate share of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in the **Schedule-II** written hereunder.

The Promoter hereby agrees to allot to the Allotee/s one car parking space. Further that the Allotee/s shall not in the future raise any dispute about the suitability of the said car parking space as constructed by the Promoter. The total aggregate consideration amount for the said unit includes one car parking.

The said consideration price is inclusive of following expenses which shall be borne and paid by the Promoter –

- a) share money, application entrance fee of the society.
- b) charges for formation and registration of society/federation/ apex body etc. i.e the ultimate Body.
- c) M.S.E.B. meter deposit, transformer charges, if any, common meter installation charges and misc. expenses etc.

However, the stamp duty and registration fees as well as Service Tax, GST, VAT or any new tax that may be levied by the Central or State Government or Local Authority for the sale of the said unit, the same shall be borne and paid by the Allotee/s alone.

The nature, extent and description of the common areas and facilities, which are more particularly described in the **Schedule - II** written hereunder and the Promoter herein has agreed to provide the amenities in the said unit which are more particularly described in the **Annexure - H** annexed hereto.

PAYMENT IN INSTALLMENTS:-

The total agreed consideration as mentioned hereinabove is of **Rs. _____/-**
[Rupees _____ Only]. The Allotee/s herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

RUPEES	PARTICULARS,
_____-/-	At Booking.
_____-/-	Within 15 Days of signing of the Agreement.
_____-/-	At the time of Completion of plinth works.
_____-/-	At the time of completion of RCC work of First slab.
_____-/-	At the time of completion of RCC work of Second slab.
_____-/-	At the time of completion of RCC work of Third slab.
_____-/-	At the time of completion of RCC work of Fourth slab.
_____-/-	At the time of completion of RCC work of Fifth slab.
_____-/-	At the time of completion of RCC work of Sixth slab.
_____-/-	On completion of walls & internal plaster of the unit.
_____-/-	On completion of the plumbing and external plaster, water proofing.
_____-/-	On completion of flooring, staircases, lift wells, lobbies up to the floor level of the said unit.
_____-/-	On completion of sanitary fittings, doors and windows of said unit.
_____-/-	On erection of lifts, electrical fittings.
_____-/-	At the time of handing over of possession of the unit.
_____-/-	Total Amount Rupees _____ Lakh _____ Only.

The Allotee/s shall pay the consideration amount of **Rs. _____/-** **[Rupees _____ Only]** as per the stages of construction hereinabove.

The Allotee/s herein shall make the payments of the aforesaid consideration to the promoter by any of the following modes of payment namely demand draft/ cheque/ RTGS, before due date or within seven days from the Allotee/s receiving the written intimation from the Promoter.

It is hereby agreed that the time for payment as specified above is the essence of this agreement and failure of the Allotee/s to pay the same before due date or within seven days from the Allotee/s receiving the written intimation called from the promoter and if failed it shall be deemed that Allotee/s has/have committed breach of this agreement and the Promoter shall be entitled to take such actions as they are entitled to take in case of breach / default of this agreement without prejudice to the right of

the Promoter to take action for breach arising out of delay in payment of the installments.

The Promoter may allow, at its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments @ 0 % p.a. for which period the respective installment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to the Allottee/s by the Promoter.

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. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notifications/ order/ rule/ regulations published/ issued in that behalf to that effect alongwith the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3%) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/s within 45 days with annual interest @ specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per square meter as agreed.

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

5} OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

It is hereby agreed that the Promoter and the Allottee/s herein shall observe and perform and comply with terms and conditions, stipulations, restrictions, if any, which are/ will be within frame work of building construction rules and regulations of the Local Authority and which have been or which may be imposed by the Local Authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate. The Allottee/s herein shall not be entitled to claim possession of the said unit until the Allottee/s herein has/have paid all dues payable under this agreement in respect of the said unit to the Promoter.

6} UTILISATION OF F.S.I./ F.A.R./ T.D.R.:-

- a) The Promoter hereby declares that, the floor space index available as on date in respect of the project land is 15361.76 sq. mtrs. only and Promoter has planned to utilize floor space index of 1.20 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to the said project. The Promoter has disclosed the floor space index of 1.20 as proposed to be utilized by him on the project land in the said project and Allottee/s

has/ have agreed to purchase the said unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

b) Notwithstanding anything contained hereinabove : -

- i) It is hereby declared that all sanctioned plan/s has / have been shown to the Allotee/s and the floor space index (FSI) available is shown in the said plan/s. The Promoter shall be entitled to use the present unutilized and/or additional built up area /FSI/TDR/land potential in respect of the said property on any other land by floating FSI and/or in the same land as and when the same is permitted either by way of construction of new buildings or extension of the buildings which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining to other land/s on the said property as and when permitted by authority. In this agreement, the word FSI or Floor Area Ratio as stated herein shall have the same meaning as understood by the Planning Authority under its relevant Building Regulations or Bye-laws. The residual F.A.R. (FSI), if any, not sanctioned at the time of sanctioning of plans in relation to the said property shall be available to the Promoter before or after society is formed and also by virtue of amendment/s of D.C. rules and / or F.S.I. made available by way of floating F.S.I. or byway of transferable development rights (TDR) of any other land may be utilized by the Promoter in the said property as he may decide. The Allotee/s has/have hereby given his/her/their irrevocable consent to the Promoter who shall be entitled to revise the plans, get them sanctioned from the Concerned Authority, construct the additional units, buildings permitted by the Authority. After consuming such balance and/or additional F.A.R. by constructing extensions and/or additional floor/s containing units, the Promoter shall be entitled to sell such units for such permissible user as the Promoter may think fit and proper to any person or persons for such consideration as the Promoter may in his absolute discretion deem fit. The Allotee/s shall have no objection for the said new Allotees to be admitted as members of the Ultimate body. The Ultimate Body shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential as stated herein above on any open area and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the said property. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said property and/or buildings shall be conveyed subject to such right, always being with the Promoter or his assigns.

It is also understood and agreed by and between the parties hereto that the Promoter or its assignees shall have right to construct units on the top terrace against FSI of road widening area, FSI of internal roads, TDR or any other FSI.

In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I. /T.D.R. in lieu of compensation.

- ii) The Promoter shall also be entitled to consume additional F.A.R. and/or balance F.S.I./ T.D.R. available under D.P. Rules or by any special concession being granted by the Concerned Authority including the F.A.R. available in lieu of road widening, set back, reservation etc.,
- iii) The sale of the said unit is subject to any relevant and necessary covenants as may be stipulated by the Promoter for the more beneficial and optimum use and enjoyment of the said property in general and for the benefit of any or any part thereof including the absolute use and utilization as above enumerated for the benefit of any enhanced

FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the said property.

- iv) The residual FAR (FSI), if any, not sanctioned at the time of approval of plans by the Town Planning Authority/ PMRDA issued in relation to the said buildings will be available to the Promoter before or after formation of Co-Operative Housing Society and also by virtue of amendment of D.C. rules and/ or FSI made available by way of floating FSI or by way of transferable development rights of any other property may be utilized by the Promoter on any building as he may decide. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paragraphs on any open space and/ or on terraces above the buildings either prior to or after completion of buildings and even after conveyance of the said property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The Promoter is fully entitled to consume future FSI or TDR generated or unconsumed FSI or TDR on the said land and to sell the premises and appropriate the sale proceeds thereof. The property shall be conveyed subject to the said right.

The Allotee/s hereby agree/s and give/s his / her / their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the sanctioned layout building, plans/ in the future as the Promoter in his sole discretion thinks fit and proper and / or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority of Government provided that the Promoter shall have to inform in writing to the Allotee/s if such alterations and modifications adversely affect the said unit of the Allotee/s.

7} DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

The Allotee/s hereby declare/s that before the execution of these agreement, the Promoter has made full and complete disclosure and the Allotee/s has/have taken full and free inspection of, inter alia the following :--

- a) Nature of the rights, title and interest of the Promoter alongwith the relevant documents as well as encumbrances, if any, known to the Promoter. The Promoter has also requested the Allotee/s to carry out the search and to investigate the title by appointing his/her/their own advocate. The Promoter has also disclosed to the Allotee/s nature of its right to construct buildings.
- b) All the plans and specifications sanctioned by the Town Planning Authority/ PMRDA in respect of the building in which the said unit is housed and of the said complex/ scheme constructed/proposed to be constructed upon the said property.
- c) Nature and particulars of fixtures, fittings and amenities to be provided in the said unit hereby agreed to be sold.
- d) All the particulars of design and materials to be used in the construction of the building in which the said unit hereby agreed to be sold is situated.
- e) The Allotee/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, the Allotee/s, with full knowledge thereof, has/have entered into this agreement. The Allotee/s hereinafter shall not be entitled to challenge or question the title of the Promoter and the Consenting Party and his right to enter into this agreement.

8} NAME OF THE SCHEME AND PROJECT:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the scheme/ project /complex as **"Splendour County Wagholi"**. The Allotee/s or other unit holders in the buildings or their successors are not entitled to change the aforesaid name of the scheme/project/ complex in any circumstances.

9} TIME IS THE ESSENCE OF THE CONTRACT:-

Time is the essence for the Promoter as well as the Allotee/s. The Promoter shall abide by the time schedule for completing the project and handing over the unit to the Allotee/s and the common areas to the society of the Allotees after receiving the occupancy or completion certificate. Similarly, the Allotee/s shall make timely payments of the installments and other dues. It is hereby agreed that the time for the payment as specified above is the essence of the contract and on failure of the Allotee/s to pay the same on due dates, it shall be deemed that the Allotee/s has/have committed breach of this agreement and the Promoter herein shall be entitled to take such action as is entitled to take in case of breach of agreement including termination of the agreement.

10} INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter to take action of breach arising out of the delay in the payment of the installments on the due dates the Allotee/s shall be bound and liable to pay interest as specified in the rules on all the amounts which become due and payable by the Allotee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement nor shall it be construed as condonation of the delay in payments by the Promoter against delay by the Allotee/s.

Similarly, if the Promoter fails to abide by the time schedule for completing the project and handing over the unit to the Allotee/s, the Promoter agrees to pay to the Allotee/s, who does not intend to withdraw from the project, interest as specified in the rules, on all amounts paid by the Allotee/s, for every month of delay, till the handing over of the possession.

11} TERMINATION OF AGREEMENT:-

Default by the Allotee/s in payment of any amounts due and payable or on the Allotee/s committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his discretion to terminate this Agreement **PROVIDED HOWEVER** that the rights of termination under this Agreement shall not be exercised unless the Promoter has given to the Allotee/s fifteen day prior notice in writing of his intention to terminate the Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Allotee/s in remedying such breaches within **fifteen (15) days** of receiving such Notice delivered under R.P.A.D. on the address herein mentioned of the Allotee/s. After a period of fifteen days from the date of this notice, if even part of the dues remains unpaid, the Agreement shall be terminated and the Allotee/s has

irrevocably agreed to the same. Provided that upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee/s (subject to adjustment and recovery of any administrative expenses of an amount of Rs. 50,000/- and/ or any other expenses incurred by the Promoter for such unit as requested by the Allottee/s or any other amount which may be payable to Promoter) within a period of 30 days of the termination, the installments of sale consideration of the unit which may till then have been paid by the Allottee/s to the Promoter and the Promoter herein shall be entitled to deal with the said unit with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter's shall not be considered as waiver of Promoter absolute right to terminate this agreement.

For whatsoever reasons if the Allottee/s herein, without any default or breach on his/ her/ their part, desire/s to terminate this agreement/ transaction in respect of the said unit, then the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Allottee/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said unit with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/ them to execute and register Deed of Cancellation. Only upon the execution and registration of deed of cancellation the Allottee/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

It is specifically agreed between the parties that, if the transaction in respect of the said unit between the Promoter and Allottee/s herein terminated as stated hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said unit, shall stand automatically cancelled and either party have no right, title interest or claim against each other except as provided hereinafter.

12} SPECIFICATIONS:-

The specifications of the said unit and fixtures, fittings, and amenities to be provided by the Promoter to the said unit or to the said buildings are described in the **Annexure- H** annexed hereto. If any additional or better quality fittings, fixtures or amenities are provided by the Promoter at the request of the Allottee/s in the said unit, and/or the Allottee/s request/s the Promoter to make any changes in the internal plan of the said unit or in the fixtures or amenities to be provided therein, the Allottee/s shall be bound to pay the extra price for such additional fittings, fixtures or amenities or for such fittings etc. of superior quality and/or the cost incurred by the Promoter for making such changes for providing different fittings, fixtures and amenities as per the bills raised by the Promoter. The said bill/s raised by the Promoter shall be final. The specifications/amenities may be changed suitably by the Promoter depending on the availability of buildings materials, site conditions and/or changes in Government policies or laws or rules for which changes the Promoter shall not be bound or held responsible or liable for doing, providing or performing any acts, deeds, matters, services, amenities or extra works for the Allottee/s other than those expressly appearing in the Agreement. The Promoter shall be entitled to a reasonable extension of time in the period stipulated for completion of the said "unit" and for handing over possession thereof to the Allottee/s under the terms hereof on account of such additional work to be undertaken by the Promoter in respect of the said "unit". The Allottee/s shall not demand any changes in the plan of the premises annexed herewith. The Promoter shall not refund any amount for deleting any items of specifications and amenities on request of the Allotees.

13] AMENITIES:-

That the Promoter has developed another building named as “Splendour County Building F” on the adjoining land (Plot no. 230) and has formed a Co-operative housing society under the name as “Splendour County Building F Co-operative Housing Society Ltd.” of the unit buyers of the said building. The Promoter will be executing a separate conveyance of the said adjoining land alongwith the building. The Promoter has provided common facilities including but not limiting to club house, swimming pool, transformer, STP, WTP, GWT, internal road etc. to both the projects. The said Amenities and Facilities are common to the Allotee/s herein as well as the unit holders of “Splendour County Building F Co-operative Housing Society Ltd.”. The Allotee/s herein is aware of the same and shall not cause any dispute in respect thereof at any time hereinafter.

14} DELIVERY OF POSSESSION:-**i) POSSESSION OF THE UNIT :-**

The Promoter herein shall complete the construction of the said unit in all respects on or before 15/06/2024 and obtain the occupancy certificate. The Promoter shall offer the possession to the Allotee/s in writing within 7 days of receiving the occupancy certificate of the project. The Allotee/s shall take possession of the unit within 15 days of the written notice from the Promoter to the Allotee/s intimating the said unit is ready for use and occupancy. On receipt of such notice the Allotee/s herein shall inspect the said unit in all respects and get satisfied according to the terms and conditions of this agreement. After Allotee/s has/have satisfied himself/ herself/ themselves as aforesaid, at his/ her/ their request the Promoter herein shall give the possession of the said unit to the Allotee/s on payment of all dues payable by the Allotee/s, and the Allotee/s herein has/have not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents.

If the Promoter fails or neglects to give possession of the said unit to the Allotee/s on account of reasons beyond his control, by the aforesaid date, then the Promoter shall be liable on demand to refund to the unit Allotee/s the amounts already received by him in respect of the unit with interest at the same rate as mentioned in **clause-10** hereinabove from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter herein shall be entitled to reasonable extension of time for completing the construction of the said unit in all respects on the aforesaid date, if the completion of the construction of the building in which the unit is situated is delayed on account of—

- a)** War, Civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project (force majeure)
- b)** Any notice, order, rule, notification of the Government and/ or other public or competent authority.
- c)** Changes in any Rules, Regulations and Bye-laws of various statutory bodies and authorities from time to time then affecting the development and the project.

- d) Delay in grant of any NOC/permission/license/ connection/ installation of any services such as lifts, electricity a water connections and meters to the scheme /unit, road NOC from appropriate authority.
- e) Delay or default in payment of dues by the unit Allottee/s under these presents [without prejudice to the right of Promoter to terminate this Agreement under Clause- 11 above]
- f) Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/ building could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law, or tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the authority.
- g) Change in sanctioning authority.
- h) Any act beyond the control of the Promoter.

If, however, the completion of the project is delayed due to the force majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the unit, provided that such force majeure conditions are not of a nature which make it possible for the contract to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter to implement the project due to force majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee/s, Allottee/s agree/s that he/ she/ they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this agreement.

It shall be expressly agreed that, wherever it is the responsibility of the Allottee/s to apply and get the necessary services the same shall not be undertaken by the Promoter and the Allottee/s shall be solely responsible for the same.

It is further agreed between the parties hereto that, after receiving the possession of the said unit by the Allottee/s in pursuance of this clause the Allottee/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter or herein.

II) **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF UNIT**

Upon receiving a written intimation from the Promoter, the Allottee/s shall take possession of the said unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the said unit to the Allottee/s. In case the Allottee/s fail/s or commit/s delay in taking possession of the said unit within the time provided hereinabove such Allottee/s shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said unit and the Promoter shall not be liable for the maintenance, wear and tear of the said unit. Possession by the Allottee/s—After obtaining the occupancy certificate and handing over physical possession of the said unit to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Co-Operative Housing Society or the Competent Authority, as the case may be, as per the local laws.

15} DEFECT LIABILITY:-

The Allotee/s herein shall take the possession of the said unit within seven days from the date of the Promoter giving written intimation to the Allotee/s herein intimating that, the said unit is ready for use and occupation.

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

Provided however, that the Allotee/s shall not carry out any alterations of whatsoever nature in the said unit of phase/ wing and in specific the structure of the said unit/ wing/ phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allotee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of unit by the occupants, vagaries of nature etc.

That it shall be the responsibility of the Allotee/s to maintain his/her/ their unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his unit are regularly filled with white cement/ epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Promoter to the Allotee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/ building/ phase/ wing and if the annual maintenance contracts including but not limiting to pump room, transformer room, lift, fire system, sewage treatment plant, water treatment plant etc. are not done/ renewed by the Allotee/s/ society the Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor/s manufactures that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/ warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable.

That the Allotee/s has been made aware and that the Allotee/s expressly agree/s that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal wall excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allotee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/ phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

The word defect here means only manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of unit by the occupants, vagaries of nature etc. defect/s in fittings and fixtures are not included therein.

16} USE OF THE SAID UNIT:-

The Allotee/s shall use the said unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided none of the unit holder or present Allotee of said unit is / are entitled to use or allow to be used the said unit for pub, bar, massage centre, club house, temporary lodge, gambling centre or any other illegal purpose. He/ She / They shall use the parking space only for the purpose for keeping or parking the Allotee/s own vehicle, as the case may be.

17} SPECIAL COVENANT AS REGARDS TO THE ALTERATION AND MODIFICATION OF SCHEME:-

- a) The Promoter herein has specifically informed to the Allotee/s and the Allotee/s herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the buildings, outer colour scheme, terraces, windows and grills etc. and hence the Allotee/s or any owner or occupier of the unit/s in the buildings / wings or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces and shall not do anything so as to disturb the said homogeneity or cause any damage to the external façade/elevation. Further shall observe that, outlet of rain water/ water of adjacent terraces/ sitout/ roofs shall always have proper flow and should not obstruct the same in any manner. The Allotee/s herein specifically undertake/s to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said unit to the Allotee/s herein on ownership basis, subject to the terms and condition of this Agreement.
- b) In “**Splendour County Wagholi**” project the Promoter herein is providing advance technology amenities / material / plan and equipment in common facilities and which has to be operated/ used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of premise to the society/ apartment owner/s or the Ultimate Body, The Ultimate Body shall set its own norms for use of common amenities, in order to avoid misuse, injuries and

casualties/calamities occurred and any damages of whatsoever nature caused to any person or property for that the Promoter shall and will not responsible.

18} FORMATION OF ORGANISATION OF UNIT HOLDERS IN THE BUILDING /S :-

The Promoter herein has formed building wise societies namely [1]SPLENDOUR COUNTY BUNGALOWS CO-OPERATIVE HOUSING SOCIETY LIMITED; bearing its Registration No.PNA/PNA(5)/HSG(TC)/15915/2014-15, dated-13/06/2014. [2]SPLENDOUR COUNTY BUILDING "A" CO-OPERATIVE HOUSING SOCIETY LIMITED; bearing its Registration No.PNA/PNA(5)/HSG(TC)/15910/2014-15, dated-13/06/2014.; [3]SPLENDOUR COUNTY BUILDING "B" CO-OPERATIVE HOUSING SOCIETY LIMITED; Registration No.PNA/PNA(5)/HSG(TC)/15911/2014-15, dated-13/06/2014. [4]SPLENDOUR COUNTY BUILDING "C" CO-OPERATIVE HOUSING SOCIETY LIMITED; bearing its Registration No.PNA/PNA(5)/HSG(TC)/15912/2014-15, dated-13/06/2014. [5]SPLENDOUR COUNTY BUILDING "E" CO-OPERATIVE HOUSING SOCIETY LIMITED; Registration No.PNA/PNA(5)/HSG(TC)/15913/2014-15, dated-13/06/2014. The Promoter herein has also formed and incorporated a federation of all the societies under the name SPLENDOUR COUNTY CO-OPERATIVE HOUSING SOCIETY FEDERATION LIMITED; bearing its Registration No. PNA/PNA (5)/GNL (O) 1850/2014-15, dated-11/11/2014.

The Promoter will also form a Co-op. Housing Society of all unit holders in the building D & G, in which the said unit is housed.

The Promoter will execute all proper documents under the provisions of various Acts and rules made thereunder and submit the building which is under construction thereon and form a Co-operative Housing Society and do the needful for formation of such institute. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and prepare rules and regulations and bye-laws of the organization.

The Allotee/s herein alongwith other unit holders shall join in forming and registration of Society which is to be formed by the Promoter herein as aforesaid and for that, the Allotee/s herein from time to time shall sign and execute all the applications for registration and for membership and for other documents necessary for formation and registration of such Society and return the same to the Promoter herein within ten days of the same being forwarded by the Promoter to the Allotee/s as to enable the Promoter to register the organization of the unit holders in the said building. No objection shall be taken by the Allotee/s if any changes or modification are made in the draft by laws as may be required by the registrar of co-operative societies or any other competent authorities.

The Promoter shall, within three months from the date of issuance of the occupancy certificate of the last building, caused to be transferred to the said federation, all the right, title and interest of the Promoter in the said properties and buildings to the federation.

19} PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:-

It is hereby agreed that the areas mentioned in the **Schedule-II** written hereunder under head Common Facilities only shall be the common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

It is hereby expressly agreed by the Allottee/s that, the Promoter alone shall have the right to deal with the restricted or reserved areas and facilities and the Allottee/s shall not raise any objection to the same nor shall claim any rights in respect of reserved areas and facilities.

20} PAYMENT OF TAXES, CESSSES, and MAINTENANCE CHARGES ETC.:-

- (i) Commencing a week after notice in writing is given by the Promoter to the unit purchasers that the unit is ready for the use and occupation, the unit purchasers shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, Insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, repair and maintenance of lift, repair and maintenance of invertors and all other expenses necessary and incidental to the management and maintenance of the said land and buildings. For meeting the maintenance expenses regularly every unit Purchaser/s shall pay maintenance charges amounting to **Rs.3000/- per month** towards the common maintenance charges for first **24 months** in advance to the Promoter before delivery of possession of the unit. The Allottee/s shall not be entitled to demand any interest on the annual maintenance charges. The Promoter shall, utilize the said annual maintenance charges for meeting the maintenance expenses falling to the share of the Allottee/s for **24 months**. If any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the unit Allottee/s to the Promoter within a period of seven days from the date of demand and in the event of default to pay interest. The said maintenance charges shall not be liable to be refunded. The Allottee/s or persons claiming through him/her/them shall not be entitled to create any encumbrance or charge on the said amount of annual maintenance charges and the same shall be non-refundable. After the society is formed, the Allottee/s shall be liable to pay such amounts towards maintenance charges of common areas and facilities as the Society may determine.

From the date of intimation that said unit is ready for use and occupation the Allottee/s herein shall be liable to bear & pay all taxes, cess in respect of the said unit & the above mentioned maintenance charges in respect of the said buildings.

- b) The Promoter at his discretion and option shall be entitled to enter into agreement with any person/ company/ agency for maintenance of the common areas and facilities for such period as the Promoter may decide with a view to ensure cleanliness thereof even after formation of Society. The Allottee/s and the Society shall be bound by the said contract. The Allottee/s herein agree/s to the above fact and hence agree/s that he/she/they will not demand account therefore till the entire scheme is complete and maintenance is handed over to the Society.
- c) The Allottee/s has/have understood the entire scheme of maintenance in detail. The Allottee/s admit/s and agree/s to the same, so that the maintenance of the building is not hampered in any way due to lack of or non-payment by the Allottee/s.

21} PAYMENT OF STAMP DUTY, REGISTRATION FEE ETC:-

The Allotee/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and all other agreements, final Conveyance which is to be executed by the Promoter in favour of the Allotee/s herein.

22} REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:-

The Promoter hereby represents and warrants to the Allotee/s as follows:--

- a) The Promoter and the Consenting Party has clear and marketable title with respect to the said property, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the implementation of the project.
- b) The Promoter 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.
- c) There are no encumbrances upon the said property or the project except those disclosed in the title report.
- d) There are no litigations pending before any court of law with respect to the said property or project except those disclosed in the title report.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the project, said property 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 project, said land and said building/ wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project, said property, building/ wing and common areas.
- f) The Promoter 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 Allotee/s created herein, may prejudicially be affected.
- g) The Promoter 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 property, including the project and the said unit which will, in any manner, affect the rights of the Allotee/s under this Agreement.
- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said unit to the Allotee/s in the manner contemplated in this Agreement.

- i) At the time of execution of the conveyance deed of the structure to the federation of unit Allotees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the society of the Allotee/s.
- j) The Promoter has duly paid and shall continue up to the date of completion of units 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 project to the competent authorities.
- k) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said property and/ or the Project except those disclosed in the title report.

23} SPECIFIC COVENANTS:-

- a) The Allotee/s herein admit/s and agree/s to always admit that the Promoter is always ready and willing on all payment payable by the Allotee/s under this agreement to the Promoter to grant possession of such unit after its completion. The grant of Completion/ Occupation Certificate by the Local Authority in respect of the said unit shall be conclusive proof as to the completion of construction of the said unit.
- b) After the Promoter obtaining the Completion Certificate in respect of the said unit the Allotee/s shall also execute such other documents such as Possession Receipt, Indemnity Declaration, Undertaking, supplementary agreement etc. as might be required by the Promoter.
- c) The Allotee/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of other flats, terraces, garage or any other space whether constructed or not and called under whatsoever name, etc. 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. For the aforesaid purpose the Allotee/s is/ are by executing these presents has/ have given his/ her/ their irrevocable consent. A separate consent for the same is not required.
- d) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said property and buildings or any part thereof except the said unit. The Allotee/s shall have no claim save and except in respect of the said unit hereby agreed to be sold to him/ her/ them and all Open spaces, Lobbies, Staircases, Terraces, Recreation spaces, Garden space, etc. will remain the property of the Promoter until the said property and buildings standing thereon are transferred to the society.
- e) The building 'G' is proposed with mechanical car parking system. The mechanized parking spaces are having a height of 1.90 mtrs. only, width 2.40m & length 4.50m. The Purchaser has seen the parking plans and after going through the plans have agreed to purchase the said unit. The height of the vehicle to be park in the said parking space shall be of a much lower height than the height of the parking floor so that no damage is caused to the ceiling of the parking. Hence, SUV's or any other vehicle of larger size shall not be allowed in the parking space. That this has been made aware to the Purchaser and the same has been agreed by the Purchaser to follow.

- f) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allotee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allotee/s nor shall the same in any manner prejudice the rights of the Promoter.
- g) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other Agreements in respect of the other unit shall be subsisting until all the payments inclusive of the amount of consideration in respect of all the units in the buildings is received by the Promoter.
- h) The Promoter herein has not undertaken any responsibility nor has it agreed anything with the Allotee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, than that the terms and conditions expressly provided under this agreement.
- i) The terrace space in front of or adjacent to the flats shall belong exclusively to the respective Allotee of the respective flats. The said terrace shall not be enclosed by the Allotee/s till the Allotee/s obtain/s sanction of the concerned local authority and also till the permission in writing is obtained from the Promoter or the society, as the case may be.
- j) The Promoter herein by spending huge amounts is providing high quality specifications in the said unit and for the buildings/s in the project known as **"Splendour County Wagholi"**, hence the Allotee/s/ unauthorized persons/ any agency shall not disturb the same under any circumstances as to the concealed plumbing, concealed wiring etc. and considering this aspect and the safety measures Allotee/s are advised not to try any changes with all these amenities otherwise guarantee/ warranty may lapse as well as durability and stability of the buildings as to the R.C.C. frame work, concealed wiring load, neither Allotee/s nor occupier of the said unit or any person on behalf of the Allotee/s shall disturb the walls or any part thereof or erect any additional wall or any structural changes or change the electrical layout because wiring is not designed to take additional increase in the electrical load in any manner and such act will amount to be breach of condition of this transaction. The construction of chimneys, hanging telephone or cable connection or computer devices, electric connection which require external wiring cables, lines, dish antennas will not be permitted except in the form described by the Promoter in writing. This condition is the essence of contract and Allotee/s herein undertake to abide the same.
- k) The Promoter herein by spending huge amount has made high quality external elevation for **"Splendour County Wagholi"** project and to have such external look forever, the Promoter herein has specifically informed to the Allotee/s herein that, any buyer of the any unit in the buildings shall and will not be entitled to chisel any external walls and have any additional opening in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not be on external elevation. The Allotee/s herein undertake to abide this condition and if any owner or occupier of any unit in the buildings committed breach of this condition the Promoter shall have absolute right and authority to close such openings if any and revoke the cost incurred for the same with interest from the such owner and occupier of the unit.

- l) The Promoter herein has specifically informed to the Allotee/s that, with aspect to water proofing in the project the guarantee stands automatically extinguished for the unit, if any owner or occupier of such unit in the buildings chisels the aforesaid works in any manner. Considering this aspect the Allotee/s herein undertake/s not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.
- m) The Allotee/s shall not join two adjacent units and not to demolish or cause to be demolished and not to make at any time or cause to be made any addition for alteration of whatsoever nature in or to the structure for construction of the said unit without the prior written permission of the Promoter and subject to the sanction to be obtained from the concerned authority as per prevalent law.
- n) The unit Allotee/s is/are aware that Corporation/ Collector/Local Authority may not be able to supply drinking water for some duration/period. In that case until the conveyance, the Promoter shall help the unit Allotee/s and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs for providing the water shall be borne by the Allotee/s and their organization and the Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements and the costs thereof shall be borne and paid by the unit Allotees alone.
- o) As the Promoter will be applying to the concerned authorities for giving separate water connections for the buildings and electricity meters and connections for the unit of the Allotee/s, if there is any delay in obtaining the water and electricity connections from the concerned authorities then in that case the Promoter may provide electrical connections/ water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Allotee/s hereby covenant/ s consent/s for any temporary Arrangement that may be made in the said interim period. The Allotee/s shall pay for the proportionate charges as demanded, determined and decided by the Promoter for which the Allotee/s hereby give/s his/her/their consent.
- p) The Promoter may develop the open space and construct Club House or other such facility. The said open space and club house shall be a common facility and the Promoter is not seeking any separate contribution for development and construction of the said facilities. However, on completion of the said facilities and the same being made available to the unit Allotee/s he/she/they shall be liable to pay contribution of charges of maintenance thereof as may be decided and levied by the Promoter until the said facilities are handed over after completion of sale and construction of the scheme and recovery of entire consideration to the organization and thereafter as may be decided and levied by such organization.
- q) Amenity Space (if any) in the layout shall solely belong to the Promoter and to develop or transfer the same or to deal with the same at Promoter's discretion. If required the Promoter may give the Amenity Space to the Government / Corporation/ Collector/ PMRDA/ Town Planning Authority or Concerned Authority and avail of benefits/ compensation/ F.S.I./T.D.R. thereof. The unit Allotee/s or Society shall not be entitled to claim any interest therein. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical

lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.

- r] The Allotee/s is/are aware that some portion out of the said property has been leased out to the MSEDCL for installation of transformer and electrical sub-station.

24} COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID UNIT ETC.:-

The Allotee/s himself/ herself/ themselves with intention to bring all persons into whosoever hands the said unit may come, doth hereby covenant with, the Promoter as follows for the said unit and also for the buildings in which the said unit is situated.

- a) To maintain the said unit at the Allotee/s own cost in good tenantable repair and condition from the date of possession of the said unit is taken and shall not do or cause to be done anything in or to the said unit or the buildings in which the said unit is situated and in or to the said unit itself or any part thereof.
- b) Not to store in/outside the said unit/buildings surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure or the buildings or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages or any other structure of the buildings including entrances of the buildings and in case of any damage is caused to the buildings in which the said unit is situated on account of negligence or default of the Allotee/s in this behalf, the Allotee/s shall be liable for all the consequences of the breach.
- c) To carry at his/ her/ their own cost all internal repairs to the said unit and maintain the said unit in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allotee/s with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allotee/s committing any act in contravention of the above provisions, the Allotee/s shall be responsible and liable for the consequences thereof to the Concerned Authority and/or other Public Authority.
- d) Not to demolish or cause to be demolished at any time or cause to made any addition and / or alteration of whatsoever nature in or to the said unit or any part thereof and not to make any addition or alteration in the elevation and outside color scheme of the buildings and shall keep the severs, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the buildings and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said unit without the prior written permission of the Promoter and/or the society.
- e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said property and the buildings or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be throwing from the said unit in the compound or any portion of the said property and buildings.
- g) To bear and pay the local taxes, water charges, insurance and such other levies, and also any additional increased taxes, insurance's etc. which are imposed by the concerned local authority and/or the Government and /or other Public Authority.
- h) The Allotee/s shall use the said unit only for residential purpose as per the sanctioned plan.
- i) The Allotee/s shall not let, sub-let, transfer, assign, give on lease, license or part with Allotee/s interest or benefit factor under this agreement or part with the possession of the said unit until all the dues payable by the Allotee/s to the Promoter under this agreement are fully paid up and only if the Allotee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement.
- j) The Allotee/s shall observe and perform all the rules and regulations which the society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the unit therein and for the observance and performance of the buildings rules and regulations and bye-laws for the time being of the concerned local authority and the Government and other Public bodies. The Allotee/s shall observe and perform all the stipulations laid down by the Deed of Declaration/bye laws of the society regarding the occupation and use of the unit in the buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoing in accordance with the terms and conditions of this agreement.
- k) Till the Deed of Declaration and Conveyance of the said unit is executed, the Allotee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter in to upon the said unit and the said property and buildings/s or any part thereof to view and examine the state and conditions thereof.
- l) In case the said unit is under construction and the Allotee/s desire/s to carryout finishing/ interior work i.e. flooring, tiling, plumbing, plastering, coloring, electrical, fabrication and/or any furniture work in the said unit as per his/her/their choice, then the Allotee/s shall do so at his/ her/their own cost and risk. The Allotee/s hereby undertake/s that,
 - i] The finishing/ interior work shall be carried out in day time only without causing nuisance and inconvenience of whatsoever nature to other unit Allotees of the society and their family members.
 - ii] The Allotee/s and/or his/her/their worker/ labors/ contractors etc. do not throw dirt, rubbish, garbage, debris or any other refuse or permit the same to be thrown from the said unit in the compound of the building in which the said unit is situated.
 - iii] The debris is dumped at the earmarked place pointed out by the Promoter or by his engineer or chairman/ secretary of the society proposed to be registered on the said property.

- iv] The debris is disposed off immediately from the site.
- v] The sanitary rooms, installations i.e. bathrooms, W.C., drainage pipes, water outlets, nalni traps of the said unit, common toilets provided in the building in which the said unit is situated are not misused and/or damaged by the workers engaged by the Allotee/s.
- vi] The Allotee/s and/or his/her/their workers/ labours/ contractors etc. shall not use elevators for carrying material i.e. sand bags, cement bags, wooden boards, planks, sheets, tiles or any heavy packages etc. to the upper floors and damage the elevators and cause inconvenience to other unit Allotees of the society.
- vii] Water taps are closed and electrical switches are switched off after days work.
- viii] Electricity required for carrying out finishing work/ interior work is not used from common electricity meter, if used has to be through separate sub-meter and has to deposit amount against the bills in advance.
- ix] Water required for civil work is not used from the underground/ overhead water tank and/or corporation tap.
- x] In the event of any part of the said building such as walls, common passages, flooring, lift, staircase, electrical fittings, railings, entrance gate etc. getting damaged in any manner and to any extent whatsoever on account of negligence or default of the workers engaged by the Allotee/s, the Allotee/s shall be liable to pay damages and to reinstate such part of the building entirely at his/her/their own cost and consequences. While deciding the amount of damages caused to the building or any of its part the decision of the promoter/ chairman/ secretary of the society shall be final and binding on the Allotee/s.

In case of occurrence of any accident while carrying out finishing/ interior of the said tenement the Allotee/s shall be solely liable for the cost and consequences. The Allotee/s shall indemnify the Promoter and/or chairman/ secretary of the society and keep them indemnified till the Allotee/s finished his/her/their said interior work/ furniture work, against all damages, disputes, claims and losses etc. arising out of the said interior work/ furniture work.

- m) If after delivery of possession of the said unit, the Promoter or society is required to carry out repairs including for stopping leakage of water in the toilet, then the Allotee/s herein shall permit the Promoter as the case may be to carry out such repairs without delay and shall give required help therefore. If such leakage is due to alterations made by the Allotee/s or due to negligence of the Allotee/s then the Allotee/s shall be liable to carry out the said repairs and pay cost therefore.
- n) The Allotee/s shall keep the façade and outer surfaces of the building in the same condition and maintain the same to the extent of his/ her unit. The Allotee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty,

grandeur and peace of the building. The Allotee/s shall not cause any nuisance to other Allotee/s and occupiers and Promoter in any manner whatever.

- o) The Allotee/s shall fix A/C, name board, advertisement and antenna only at the locations and size approved by Promoter and in case of breach of any above, the Promoter have right to remove the board/ a/c at the cost of the Allotee/s.
- p) The Promoter advises the unit Allotee not to visit the site during the period of construction work for various purposes including safety. Unit Allotee/s and/ or any person on his/ her/ their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. The Promoter may allow unit Allotee/s and his/ her/ their immediate family (excluding children below 15 years of age) visit of the unit purchased by him/ her/ them on one day in a month and on restricted hours in the presence of his/ her representative for checking the progress of the work of his/ her/ their unit. Unit Allotee/s and his/ her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. The Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then unit Allotee/s shall be responsible for the same. The Promoter reserves its right to prohibit the unit Allotee or any person from visiting the site or his/ her/ their unit for any reason including safety, nuisance etc. and decision of the Promoter shall be final.
- q) The Allotee/s shall not erect dish or other antennae outside the unit/ building which shall be erected only on the roof of the building in the place designated for the same by the Promoter. The Allotee/s shall obtain prior written permission from Promoter for the same.
- r) Not to do any religious activity in the flat/ unit or in the common area involving killing/ sacrificing any animal. Also not to cause nuisance to the other occupiers in the scheme or adjoining property holders and keep noise levels within legally permissible limits or even less than the legal limits considering that it is a residential scheme. To the extent possible these activities should be private and should not harm sentiments and peace of others.

25} RAISE FINANCE:--

The Allotee/s hereby irrevocably gives his/her/their consent to the Promoter and authorise/s the Promoter for raising any finance by way of mortgage of the said property/buildings and/or the entire construction work put up or to be put up thereon or any portion thereof, if, as and when so deemed necessary by the Promoter provided that the same does not adversely affect or prejudice the rights granted in favour of the Allotee/s in respect of the said "unit" agreed to be purchased by him/her/them under the terms of this Agreement.

26} PAYMENT OF SERVICE TAX/ VAT/ GST ETC. :-

- a) The Allotee/s shall be liable to pay all and any other taxes such as Sales Tax and other Taxes as are or as may be levied by the State or Central Government or any other Authority before or after taking the possession of the said "unit" as and when such taxes become due and such payment shall be effected within seven days of demand and the Allotee/s shall exclusively be liable for any delay in payment thereof.

- b)** If at any time, after execution of this agreement the Central Government / State Government / Local Authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial by way of any Statute / rule / regulation / notification / order / judgment / executive power etc. any tax / duty / charges / premium / levies / cess / surcharge / demands / levies / welfare or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, GST, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said "unit" or the construction or the said Agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter reimbursed) by the Allottee. The Allottee hereby agrees to indemnify and keep indemnified the Promoter and the organization from all such levies, cost and consequences.
- c)** It is agreed between the parties that the entire liability and responsibility to pay the Service Tax /GST, VAT and duty, charge, premium, levies, cess, surcharge, penalties etc. or any other tax, relating to the transaction under this Agreement, shall solely be on the Allottee/s. The Promoter shall not be liable and/or responsible for payment thereof. In the event, however, if the Promoter is constrained to pay any such amount the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty if any interest from the date of its respective payment by the Promoter. It is agreed that the Promoter shall have the right to claim such amount along with other claims of compensation/losses /burden undergone/ undertaken by it. It is further agreed that there shall always be a charge / lien on the said unit in favour of the Promoter to the extent of the amount of demand payable by the Allottee to the Promoter towards the Service Tax /GST/ VAT and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to the transaction under this Agreement.
- d)** Hereto, It is further mutually agreed upon, by & between the parties, that under no circumstances, whatsoever, any such amounts as described & detailed in clause 25(a) (b) & (c) above, once tax being paid (e.g. service tax, GST, sales tax, VAT etc.) by Allottee to the Promoter/ necessary authority/ies shall be refunded by the Promoter to the Allottee/s in case the refund is available from the necessary authorities due to change in government policy. The Allottee/s hereby agree/s that Allottee/s will get the said amount refunded from the Government/ revenue authority or necessary authority/ies by own and the Promoter will not be liable for that.
- e)** The Allottee/s herein is/ are well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 and imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than Fifty Lakhs then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produce original challan-cum-statement in Form No.26QB u/s. 194-IA of Income Tax Act, 1961 read with Income Tax Rule 30 (a)(2A) & 31A in the name of Promoter, then only the Promoter will acknowledge receipt of part consideration of said unit for the amount equal to deducted and paid under such challan-cum-statement.

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

27} MEASUREMENT OF THE AREA OF THE SAID UNIT:-

It is specifically agreed between the parties hereto that, in this agreement wherever area of the said unit is mentioned is carpet area. At the time of taking the possession the Allottee/s at his/her/their own discretion shall get measured the carpet area of the said unit in light of aforesaid principle and if any difference in the area is found, subject to a variation cap of 3%, then the consideration of the said unit shall be adjusted accordingly and either Promoter or Allottee/s as the case may be shall refund or pay the differential amount. The Allottee/s shall not be entitled to raise any complaint after the possession is taken.

28} REPRESENTATION:-

The Allottee/s hereby irrevocably consents and authorise/s the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may, till the transfer of the said land and Building thereon to the Ultimate Transferee, represent the Allottee/s and his/her/their interest and give consents, NOC's and do all necessary things in all departments of the Collectorate, water, Government Department, MSEB, on behalf of the Allottee/s and whatsoever acts, done by the Promoter on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s and the same shall be binding on the Allottee/s. It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all Municipal and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such legal body or authority or MSEDCL in providing such amenities, services or facilities to the Housing Complex on the said property or to the "unit" agreed to be sold hereunder.

29} RIGHT OF THE PROMOTER OVER UNSOLD UNITS:-

In the event of the Promoter executing Deed of Conveyance in respect of the said land in favour of the society the Promoter shall have a right to dispose off the remaining unsold premises/ units in the said buildings in such manner as he think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Allotees of such remaining premises/ units shall be accepted as members of such. The Promoter and or the Allottee/s in that case shall not be required to pay any transfer fees to the society of all the Allotees.

30} SERVICE OF NOTICES:-

All notices to be served on the Allottee/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s by R.P.A.D. at his/ her/ their address/es specified in the title of this agreement or at the address intimated in writing by the Allottee/s after execution of this Agreement.

31} BINDING EFFECT:-

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

32} AGREEMENT TO SUPERSEDE:-

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

33} PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTEE/ SUBSEQUENT ALLOTEES:-

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 Allottee/s of the unit, in case of a transfer as the said obligations go alongwith the unit for all intents and purposes.

34} 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 instruments and actions 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.

35} PLACE OF EXECUTION:-

The execution of this agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, after the agreement is duly executed by the Allotee/s and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub-Registrar. Hence this agreement shall be deemed to have been executed at Pune.

36} REGISTRATION:-

The Allotee/s and the Promoter shall present this agreement at the proper registration office of registration within the time limit prescribed under the Registration Act and the parties shall attend such office and admit execution thereof.

37} JOINT ALLOTEES:-

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

38} DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the adjudicating officer appointed under the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

39} GOVERNING LAW:-

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

40} EFFECT OF LAWS:-

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

41} STAMP DUTY AND REGISTRATION FEE :-

The Consideration of the said unit as agreed between the Promoter and the Allotee/s herein and also as per the prevailing market rate in the subject locality which is the true and fair market value of the said unit is **Rs.**_____/-. This Agreement is executed by the parties hereto under the Real Estate (Regulation and Development) Act, 2016 and rules made there under and Allotee/s is /are desirous to pay the Stamp Duty for this transaction as per the 'The Bombay Stamp Act' for this transaction and as per The Bombay Stamp Act, 1958, **Schedule-I**, Article 25 [d] this transaction attracts the

Stamp Duty of Rs. _____/- The parties hereto shall be entitled to get the aforesaid Stamp Duty adjusted, towards the total duty leviable on the conveyance which is to be executed by the Promoter and the said Owners in favour of the Allotee/s.

42} INVESTOR:--

That the Allotee/s is/are purchasing the said unit for investment purpose. In case of resale of the said unit by the Allotee/s to a subsequent Allotee within one year from the date of execution of these presents, the Allotee shall be entitled to claim set off of the stamp duty paid on these presents and the stamp duty paid under this agreement shall be adjusted against the stamp duty chargeable under the subsequent transfer document after keeping the balance of one hundred rupees as contemplated under **Article 5 (g-a) (ii) of the Bombay Stamp Act, 1958** as amended on date.

SCHEDULE – I

(BEING DESCRIPTION OF THE SAID PROPERTIES)

- A] ALL THAT PIECE AND PARCEL** of the separated landed property, an area, totally admeasuring 14,804 sq. mtrs., comprising of (i) 'Plot No. 229', admeasuring 13,524 sq. mtrs., (ii) 'Open Space No. 12', admeasuring 673 sq. mtrs. and (iii) 'Open Space No. 13' admeasuring 607 sq. mtrs., both jointly admeasuring 1280 sq. mtrs written hereunder, from and out of the entire landed property, bearing Gat No. 1420, (Old corresponding Gat No. 2406), admeasuring about 31 Hectares, 57.1 Ares, assessed at Rs. 95.75, lying, being and situated at Revenue Village-Wagholi, Taluka-Haveli, District-Pune, within the limits of Pune Zilla Parishad, Taluka Panchayat Samiti-Haveli, and within the jurisdiction of the office of the Sub-Registrar, Haveli, (Pune) and within the local limits of Grampanchayat Wagholi, and bounded as follows:-

ON OR TOWARDS

- East : Partly by the 12 meter wide proposed Layout Road,
Partly by Plot No. 230 and partly by Plot no. 234.
- South : Partly by Plot No. 230, partly by Open Space No. 11,
Partly by Plot no. 234 and partly by the proposed Plot No. 235.
- West : By the 12 meter wide proposed Layout Road.
- North : By other land,

- B] ALL THAT PIECE AND PARCEL** of the separated landed property, in residential zone bearing revised sanctioned plot number 235, totally admeasuring 1506 sq. mtrs., carved out from and out of the entire landed property, bearing Gat No. 1420, (Old corresponding Gat No. 2406), admeasuring about 31 Hectares, 57.1 Ares, assessed at Rs. 95.75, lying, being and situated at Revenue Village - Wagholi, Taluka -Haveli, District-Pune, within the limits of Pune Zilla Parishad, Taluka Panchayat Samiti-Haveli, and within the jurisdiction of the office of the Sub-Registrar, Haveli, (Pune) and within the local limits of Gram Panchayat-Wagholi, and bounded as follows:-

ON OR TOWARDS

- East : By Plot No.234 from out of the revised Sanctioned Layout of the said property.
- South : By the 12 meter wide Road from out of the revised Sanctioned Layout of the said property.
- West : By the 12 meter wide Road from out of the revised Sanctioned Layout of the said property.
- North : By Plot No.229 from out of the revised Sanctioned Layout of the said property.

Together with all rights, title and/or interest and benefits arising out of and attached thereof the said above mentioned two properties now collectively admeasure an area 15361.76 sq. mtrs. as an area admeasuring 948.24 sq. mtrs. out of the said properties have been handed over to the state government for Internal Road.

: SCHEDULE 'II' ABOVE REFERRED TO :**A] COMMON FACILITIES :-**

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

B] RESTRICTED AREAS AND FACILITIES :-

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

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

M/S. P.S. DEVELOPERS, through its partners,

1) **MR. VINAYAK CHANDRAKANT SURKUTLA**

2) **MR. FAKIRA BABURAO PAWAR**
[THE PROMOTER]

1) **MR.** _____

2) **MRS.** _____
[THE ALLOTEES]

VIJAYSINGH JAYSINGHRAO JADHAVRAO

Through his constituted attorney

M/S. P.S. DEVELOPERS, through its partners,

1) **MR. VINAYAK CHANDRAKANT SURKUTLA**

2) **MR. FAKIRA BABURAO PAWAR**
[THE CONSENTING PARTY]

WITNESSES:-

1] Signature :-
Name :- Mr. Sohan Vaishnav
Address :- Wagholi, Pune: 412207.

2] Signature :-
Name :- Mr. Dada Pawar
Address :- Wagholi, Pune: 412207.

ANNEXURE – ‘A’**TITLE & SEARCH REPORT****ANNEXURE- ‘B’****7/12 extracts****ANNEXURE- ‘C’****Plan****ANNEXURE- ‘D’****LAYOUT****ANNEXURE- ‘E’****COMMENCEMENT CERTIFICATE****ANNEXURE- ‘F’****N.A. Order****ANNEXURE- ‘G’****DETAILS OF THE UNIT**

Flat bearing No. _____ admeasuring a carpet area of _____ **sq. mtrs.**, open balcony admeasuring about _____ **sq. mtrs.**, open dry balcony admeasuring about _____ **sq. mtrs.** enclosed balcony admeasuring about _____ **sq. Mtrs.** in ‘**G’ building** on the **Second Floor** in the scheme known as “**Splendour County Wagholi**” being constructed on the said property more particularly described in the **Schedule- I** written herein above alongwith the exclusive right to use one car parking space.

NOTE :-

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

DECLARATION:

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

1) **MR.** _____

2) **MRS.** _____
[THE ALLOTEES]

M/S. P.S. DEVELOPERS, through its partners,

1) **MR. VINAYAK CHANDRAKANT SURKUTLA**

3) **MR. FAKIRA BABURAO PAWAR**
[THE PROMOTERS]

ANNEXURE – H

AMENITIES, FACILITIES & SPECIFICATIONS

SPECIFICATION:

1. Earthquake proof RCC framed structure
2. Brick/Block masonry for walls
3. Internally smooth finish plaster & externally sand faced plaster
4. 24x24 size vitrified tile for flooring with matching skirting
5. Terraces & toilets with 12x12size Matt finish tile for flooring
6. Glazed tiles dado up to 7' ht. in toilet.
Glazed tiles dado up to 4' ht. in WC
7. Granite kitchen otta 8' long with stainless steel sink and glazed tiles dado up to 2' ht.
8. Concealed plumbing with Jaguar/equi. C.P. fittings
9. Concealed electrical wiring with sufficient electrical points with modular switches
10. TV & Telephone point in Living
11. Powder coated aluminum sliding windows with M.S. grills
12. Main entrance Flush door with wooden frame with Europa/equi. Safety latches
13. Lift with power back up

AMENITIES: Following Amenities are already completed

1. Club House
2. Swimming Pool
3. Children Play Area
4. Gazebo.
5. Fire Fighting System
6. Ganesh Temple
7. Sewage Treatment plant
8. Landscaped garden
9. Attractive Main Gate with Security cabin
10. Diesel Generator

ANNEXURE – I
CERTIFICATE ISSUED BY THE REGULATORY AUTHORITY

ANNEXURE – J

The built-up area of the building presently sanctions and approximate future extension.

Sr. No.	Particulars	Area in sq. mtrs.
A	Entire plot area under development (including reservation)	16,310.00Sq.m.
	Open space retained by the Developer	1280.00Sq.m.
B	Sanctioned plan details & date	DP/BHA / At-Wagholi /G.NO. 1420 / Plot No.229 & 235 / C.R. No. 914 / 2020-21 Date.-12/10/2021
	Plot area	16,310.00Sq.m.
	No. of buildings	14 buildings
	FSI utilization for A,B,C,D,E,G Buildings, A1-Bungalow & 1-12 Twin Bungalow	17,840.58 sq. m.
	Built-up area of each building	A=2211.64, B=3070.14, C=2211.64, D=4490.20, E=3004.03, G=1436.62, A1 Bungalow=195.94, 1-12 Twin Bungalow=1064.70, Club House=155.67
	Building to be constructed	D & G Buildings.
C	Total FSI to be consumed including TDR/Road	21,357.52 sq. m.
	FSI consumed for A, B, C, D, E, G Buildings, A1-Bungalow& 1-12 Twin Bungalow	A=2211.64, B=3070.14, C=2211.64, D=4490.20, E=3004.03, G= 4953.56, A1 Bungalow=195.94, 1-12 Twin Bungalow=1064.70, Club House=155.67
	Proposed FSI for buildings	21,357.52 sq. m.
	Proposed future floors of G building	G= 4th To 11th
	FSI to be consumed for G buildings (propose future development)	G= 3,516.94 sq. m.