

MAHA RERA REGISTRATION NO.

ii □□□□ ii



AGREEMENT

**THIS AGREEMENT IS MADE AND EXECUTED AT PUNE ON THIS
..... DAY OF, 2021.**

- BY AND BETWEEN -

M/S. SUKHWANI ASSOCIATES,

A Registered Partnership Firm,

Under the provisions of the Indian Partnership Act, 1932.

Its office at - 208/2A, Sukhwani House,

Opp. Dr. Swaminathan Clinic, Pimpri, Pune - 411018.

E - Mail -

PAN No. AA EFS7987E,

THROUGH THE HANDS OF ONE OF ITS PARTNERS -

1) MR. GURMUKH JANGALDAS SUKHWANI,

Age - 63 Years, Occupation - Business,

AND / OR

2) MR. SAGAR GURMUKH SUKHWANI,

Age - 32 Years, Occupation - Business,

..... Hereinafter referred to or called as **“THE LAND OWNERS /
PROMOTERS AND DEVELOPERS”**. Wherever required and permits.

(which expression shall unless it be repugnant to the context or meaning thereof shall mean and include land owner / promoter and developer his legal heirs, executors, administrators and assigns)

..... PARTY OF THE FIRST PART

- TO AND INFAVOUR OF -

1) MR.,

Age - Years, Occupation -,

PAN No.,

R/At -,

..... -

2) MR.,

Age - Years, Occupation -,

PAN No.,

R/At -,

..... -

**..... HEREINAFTER REFERRED TO AS THE ALLOTTEE/S OR
PURCHASER/S**

(which expression unless repugnant to the context or meaning there of shall mean and include the purchaser/s alone and shall include his / her / their heirs, executors, administrators and successors so far as the obligations on the part of the promoter are concerned, purchaser/s shall not be entitled to assign or transfer his / her / their rights, title and interest under this agreement)

..... PARTY OF THE SECOND PART

WHEREAS -

A) The promoters herein are the owner of an area well and sufficiently entitled to develop all those pieces and parcels of land admeasuring area about **00 H 20 R, i.e. 2000 Sq. Mtrs., of S. No. 54, Hissa No. 2/2**, assessed to Rs. 01 : 09 Paisa, **situated at Village - Rahatni, Taluka - Haveli, Dist - Pune**, and also situated within the Registration, Sub - Dist. Taluka - Haveli, Dist. Pune and within the limits of the Pimpri Chinchwad Municipal Corporation, Pune, said land is more particularly described in the Schedule - I hereunder written and hereinafter referred to as **“the said Land”**.

B) The title and the rights of the promoter to develop the said land is detailed hereunder. And the flow of title and history of the said land as under -

i) Said land was ancestral property of Mr. Narayan Dhondiba Nakhate, his name was recorded to revenue records by Mutation Entry No. 1553.

ii) After that, said Mr. Narayan Dhondiba Nakhate expired on 03/06/1999, leaving behind legal heirs as - Sons - 1) Mr. Dagadu Narayan Nakhate, 2) Mr. Subhash Narayan Nakhate, Daughters - 3)

Mrs. Shantabai alias Kacharabai Aatmaram Khirale, 4) Mrs. Droupadabai Ashok Landge, 5) Mrs. Radhabai Kerba Marane, And 5) Widow - Smt. Venubai Narayan Nakhate, but as per the will of the Mr. Narayan Dhondiba Nakhate Dated - 13/03/1991, names of the 1) Mr. Dagadu Narayan Nakhate, 2) Mr. Subhash Narayan Nakhate were recorded to revenue record as per Mutation Entry No. 15394.

- iii) After that said owners 1) Mr. Dagadu Narayan Nakhate, 2) Mr. Subhash Narayan Nakhate with Consent of 3) Mrs. Nanda Dagadu Nakhate, 4) Mrs. Swati Ganesh Khirale, 5) Mr. Vishwanath Dagadu Nakhate, 6) Mr. Vishal Dagadu Nakhate, 7) Mrs. Suman Subhash Nakhate, 8) Mr. Hemant Subhash Nakhate, And 9) Mr. Vijay Subhash Nakhate transferred their rights of development of the said land by Development Agreement & Power of Attorney to and infavour of 1) Mr. Khandu Dagadu Kokane, And 2) Mr. Vilas Bhimrao Palave. Said Development Agreement & Power of Attorney is registered on 13/05/2004, in the office of Hon'ble Sub - Registrar, Haveli No. 14, Pune at Sr. No. 4538/2004, And 4539/2004 respectively.
- iv) After that, said developers 1) Mr. Khandu Dagadu Kokane, 2) Mr. Vilas Bhimrao Palave, and land owners 1) Mr. Dagadu Narayan Nakhate, 2) Mr. Subhash Narayan Nakhate, 3) Mrs. Nanda Dagadu Nakhate, 4) Mrs. Swati Ganesh Khirale, 5) Mr. Vishwanath Dagadu Nakhate, 6) Mr. Vishal Dagadu Nakhate, 7) Mrs. Suman Subhash Nakhate, 8) Mr. Hemant Subhash Nakhate, 9) Mr. Vijay Subhash Nakhate through their Power Attorney holders - 1) Mr. Khandu Dagadu Kokane, And 2) Mr. Vilas Bhimrao Palave transferred their development rights of the said land to and infavour of M/s. Shriram Associates, A Registered Partnership Firm, through its partner Mr. Sohanlal Shankarlal Vishnoi by Development Agreement & Power of Attorney, Dated - 18/03/2006, which is registered in the office of Hon'ble Sub - Registrar, Haveli No. 05, Pune at Sr. No. 2382/2006 & 2383/2006 respectively.

Further, the parties mentioned herein above also executed "Deed of Correction" on 31/12/2010, which is registered in the office of Hon'ble Sub - Registrar Haveli No. 19, Pune at Sr. No. 22/2011, On 01/01/2011.

- v) After that, said land owners 1) Mr. Dagadu Narayan Nakhate, 2) Mr. Subhash Narayan Nakhate, 3) Mr. Rushikesh Subhash Nakhate, (for them self) And 4) Mrs. Nanda Dagadu Nakhate, 5) Mrs. Swati Ganesh Khirale, 6) Mr. Vishwanath Dagadu Nakhate, 7) Mr. Vishal Dagadu

Nakhate, 8) Mrs. Suman Subhash Nakhate, 9) Mr. Hemant Subhash Nakhate, And 10) Mr. Vijay Subhash Nakhate, Sr. No. 4 to 10, through their POA holder 1) Mr. Khandu Dagadu Kokane, And 2) Mr. Vilas Bhimrao Palave, with consent of 1) Mr. Khandu Dagadu Kokane, 2) Mr. Vilas Bhimrao Palave transferred their rights & title in the said land to and infavour of M/s. Shriram Associates, A Registered Partnership Firm, through its Partner Mr. Rahul Ganesh Ladhe by way of Sale Deed, which is registered on 06/04/2011, in the office of Hon'ble Sub - Registrar, Haveli No. 19, Pune at Sr. No. 3246/2011.

And accordingly the name of M/s. Shriram Associates through its Partner Mr. Rahul Ganesh Ladhe was recorded to revenue records by Mutation Entry No. 26346, Dated - 19/01/2012.

- vi) After that said M/s. Shriram Associates through its Partner Mr. Rahul Ganesh Ladhe obtained loan of Rs. 1,20,00,000/- from Mahesh Sahakari Bank Limited, Branch - Karve Road, Pune and accordingly executed the Deed of Mortgage, which is duly registered in the office of Hon'ble Sub - Registrar, Haveli No. 19, Pune at Sr. No. 1994/2012, Dated - 23/02/2012.

Said loan was fully re-paid by M/s. Shriram Associates through its Partner Mr. Rahul Ganesh Ladhe & accordingly said Mahesh Sahakari Bank Limited, Branch - Karve Road, Pune executed Deed of Redemption of Mortgage for said land, which is duly registered in the office of Hon'ble Sub - Registrar, Haveli No. 19, Pune at Sr. No. 74/2014, Dated - 02/01/2014.

- vii) Further said M/s. Shriram Associates and others obtained the loan of Rs. 5,00,00,000/- from Mahesh Sahakari Bank Limited, Branch - Karve Road, Pune and accordingly they executed the Deed of Mortgage, which is duly registered in the office of Hon'ble Sub - Registrar, Haveli No. 19, Pune at Sr. No. 75/2014, Dated - 02/01/2014.

Said loan was fully re-paid by M/s. Shriram Associates and others on 21/08/2015, And accordingly said Mahesh Sahakari Bank Limited, Branch - Karve Road, Pune executed Deed of Redemption of Mortgage for said land, which is duly registered in the office of Hon'ble Sub - Registrar, Haveli No. 2, Pune at Sr. No. 9736/2016, Dated - 16/12/2016.

viii) After that said M/s. Shriram Associates through its Partner Mr. Rahul Ganesh Ladhe obtained the Mortgage loan of Rs. 7,50,00,000/- for the said land from Punjab National Bank, Branch Kalyaninagar, Pune and accordingly M/s. Shriram Associates through its Partner Mr. Rahul Ganesh Ladhe and others executed the Deed of Mortgage, which is duly registered in the office of Hon'ble Sub - Registrar, Haveli No. 17, Pune at Sr. No. 1678/2017, Dated - 18/03/2017.

ix) Said owners M/s. Shriram Associates through its partners have availed A term / Mortgage loan against said land as & by Way of security for the due repayment thereof from Punjab National Bank, Pune. However said owners M/s. Shriram Associates through its Partner Mr. Rahul Ganesh Ladhe and others have defaulted in repayment of said loan and failed to clear the outstanding dues of Punjab National Bank, though demanded by the Punjab National Bank from time to time & lastly Punjab National Bank has taken necessary steps to take over the possession of mortgaged properties & taken the necessary permission from the Hon'ble Collector, Pune for taking possession of mortgaged properties Under Section 14 of Securitization and Reconstruction of Financial Assets and Enforcement of Securities Interest Act, 2002 and also issued Public Notice for E - Auction of said properties which is duly published in local News Papers on 19/09/2020.

x) After that said Punjab National Bank, Pune having initiated action under the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of securities Interest Act, 2002 and the rules made there under and authorized officer of the Punjab National Bank, Pune have taken over possession and control of said property in exercise of the power conferred by Sub - Section 4 (a) and Sub - Section 12 of Section 13 read with Rule 8 & 9 (6) of the Security Interest (Enforcement Act) Rules, 2002 & accordingly sold the said land to M/s. Sukhwani Associates through its Partner Mr. Gurumukh Jangaldas Sukhwani under auction & for consideration vide Sale Certificate, which is duly registered on 17/12/2020, in the office of Hon'ble Sub - Registrar Haveli No. 25, Pune at Sr. No. 10904/2020.

After that name of M/s. Sukhwani Associates through its partner Mr. Gurumukh Jangaldas Sukhwani recorded to the revenue records by Mutation Entry No. 32528, Dated - 25/01/2021.

C) In the aforesaid circumstances the promoters are the owners, and otherwise well and sufficiently seized and possessed of and entitled to the said land

more particularly described in the **Schedule - I** written hereunder and the promoters have each and every right to develop the said land.

- D)** The promoter herein have appointed Architect Projection Studio - Mr. Sangram Salunkhe, as its Architects and M/s. J W Consultants LLP as its Structural Engineer for the preparation of the drawings and structural design of the building, which is to be constructed / under construction on the said land and have agreed to accept their professional services and supervision. The promoters herein have reserved right to change aforesaid architects and engineers before the completion of the said project or building.
- E)** The promoters have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder -
- (i) The Pimpri Chinchwad Municipal Corporationm, Pune vide its Commencement Certificate Bearing No. B.P./Rahatni/81/2021, Dated - 22/09/2021, and also sanctioned the layout plan/s.,
- (ii) The Hon'ble, Pune vide its Order bearing No., Dated -, has permitted the non agricultural use of the said Land.
- F)** In light of the aforesaid transactions, the promoters herein have absolute authority to obtain revised sanction to the building layout, building plans and to develop the said land by constructing multistoried building/s thereon and have absolute right to sell, lease, mortgage, etc. the flats / apartments / units, premises, tenements in the building/s which is / are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the building/s, which is / are under construction or to be constructed on the said land by the promoters and to enter into agreements with the purchaser/s, Mortgagee/s, lessee/s, etc. and to receive sell price and deposit and other charges in respect thereof.
- G)** The promoters herein have disclosed that, the project being developed on the said land shall a building, consists of Basement 1 Parking Floor + Ground / Parking Floor, and 9 Upper Floors.

Further, the promoters herein have disclosed that, the promoter shall / will use permissible TDR area by constructing additional floor/s on above

mentioned building or by constructing new building on the said land as per sanctioned layout plan.

The Promoters have disclosed that the entire project shall be known as **“Sukhwani Araya”**.

- H)** The promoters have got itself registered for the project **“Sukhwani Araya”** under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the necessary **Registration Certificate bearing No.**, Dated -/...../2021 was issued.
- I)** The promoters have also disclosed to the purchaser/s that, they would form and register one Co - Operative Housing Society under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for the entire project **“Sukhwani Araya”** by the name of **“Sukhwani Araya Co - Operative Housing Society Ltd.”** or by such other name as may be allotted by the concerned authorities or as may be decided by the promoter in their sole discretion.
- J)** The promoters have disclosed that, in due course of time and the attributable Floor Space Index (FSI) thereto would be loaded on the building to be developed and constructed on the said land.
- K)** The promoters have disclosed that the present the buildable potential / FSI attributable to the said land is to the tune of **5110.90 Sq. Mtrs.** In the event any additional buildable potential is granted by the concerned authorities then in such an event the promoters in due course would revise the plans of the said building and construct additional floors and tenements upon the said building as per the discretion of the promoters.
- L)** The promoters have now commenced the development of the said project, which consists 1 building having Basement Parking floor + Ground / Parking floor + 9 Upper Floors on the said land.
- M)** While sanctioning the said plans the concerned authority and/or the government has laid down certain terms, conditions, stipulations and restrictions, which are to be observed and performed by the promoters while developing the said project on the said land and the said building and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said building shall be granted by the concerned local authority.

- N)** The purchaser/s herein has / have demanded from the promoters and the promoters have given photocopies to the purchaser/s of all the documents relating to the said land 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 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.
- O)** The copy of the plan showing the **said land** is annexed hereto as “**Annexure - 1**”. The copy of the **certificate of the title** of the said land issued by the advocate of the promoter herein is annexed hereto as “**Annexure - 2**”. The copies of the **7/12 extract** of the said land showing the nature of the title of the promoters is annexed hereto as “**Annexure - 3**”. The copies of the **floor plan of the said premises** agreed to be purchased by the purchaser/s herein and **parking floor** are annexed hereto as “**Annexure - 4 A And 4 B**”. The copy of the **commencement certificate** is annexed hereto as “**Annexure - 5**” being sanction to the building/s plans. The copy of the **N. A. Order** is annexed hereto as “**Annexure - 6**” being permission for N A use of the said Land. The details of the **said premises** which is agreed to be purchased by the purchaser/s herein is annexed hereto as “**Annexure - 7**”. The details of the **payment of installments** of consideration are annexed hereto as “**Annexure - 8**”. The **specifications** herein are agreed to be provided by the promoter in the said premises which is agreed to be purchased by the purchaser/s herein are stated in “**Annexure - 9**” annexed hereto. The **general rules of conduct** are annexed hereto as “**Annexure - 10**”. The **Power of Attorney** of the person/s admitting the registration on behalf of the promoter is annexed hereto as “**Annexure - 11**”. The **photo identity of the promoter and the purchaser/s** is annexed hereto as “**Annexure - 12**”.
- P)** The promoters have disclosed that, they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the completion certificate of the said building and the tenements therein.
- Q)** After the purchaser/s’ enquiry, the promoters herein have requested to the purchaser/s to carry out independent search by appointing his / her / their own advocate and to ask any queries, he / she / they had regarding the

marketable title and rights and authorities of the promoters herein and also as regards all permissions and sanctions for development and the terms / conditions / stipulations as stated therein. The purchaser/s declares that he / she / they has / have satisfied himself / herself / themselves regarding the same and shall not raise any dispute hereafter.

- R)** The purchaser/s herein has / have applied to the promoters for allotment of the said premises more particularly described / annexed hereto and shown on the plan annexed hereto as **“Annexure - 4 A”**, (herein referred to or called as **“The Said Premises”**) and that the promoters have confirmed the allotment of the said premises to the purchaser/s.
- S)** For the purposes of this agreement, **“carpet area”** shall mean the net **usable floor area of the said premises**, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said premises for the exclusive use of the purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises for the exclusive use of the purchaser/s, but includes the area covered by the internal partition walls of the said premises. Explanation - For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said premises, meant for the exclusive use of the purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said premises, meant for the exclusive use of the purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall (s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
- T)** The promoters herein have agreed to provide **amenities** in the said premises, which are more particularly described in the **“Annexure - 9”** annexed hereto.
- U)** The Purchaser/s herein is / are aware of the fact that the promoters herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other tenements / flats / terraces, and top terrace etc.
- V)** The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations

contained in this agreement and all applicable laws, are now willing and ready to enter into this agreement on the terms and conditions appearing hereinafter.

- W)** Prior to the execution of this agreement, the purchaser/s has / have paid to the promoter a sum of **Rs. /- (Rupees only)**, being application amount and which is now converted into part payment of the sale consideration of the said premises agreed to be sold by the promoters to the purchaser/s. (the payment and receipt whereof the promoters doth hereby admit and acknowledge) and that the purchaser/s have agreed to pay to the promoters the balance amount consideration of the sale consideration in the manner as stated in **“Annexure - 8”** annexed hereto.
- X)** The purchaser/s herein represents and assures that, the purchaser/s is / are not barred or debarred or disentitled to acquire the said premises under the provisions of the Maharashtra Cooperative Societies Act, 1960 or under any statute.
- Y)** Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Promoters are required to execute a written agreement for sale of the said Premises with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.
- Z)** In accordance with the terms and conditions set out in this agreement and as mutually agreed by and between the parties, the promoters have agreed to sell and the purchaser/s have agreed to purchase the said premises and hence the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS UNDER -

- 1) CONSTRUCTION** - As stated hereto before the Pimpri Chinchwad Municipal Corporation, Pimpri, Pune / concerned authorities has sanctioned the building plans as stated herein above, which are under construction. The promoter herein shall have a right to continue and complete the construction of the said building on the said land in accordance with the plans, designs and specifications approved or to be approved by the concerned authority or within building construction rules and regulation of the local authority or concerned development controlling

authority. The approved plan has been seen separately and approved by the purchaser/s. The purchaser/s has / have also seen the proposed building / floor plans of the entire project.

Provided that, the promoters shall have to obtain prior consent in writing of the purchaser/s in respect of variations or modifications which may adversely affect the said premises except (i) any alterations or additions required by the government authorities / local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the project architects or engineers after proper declaration and intimation to the purchaser/s.

2) CONSIDERATION OF THE SAID PREMISES -

a) Relying upon the purchaser/s representation/s and assurance/s, the promoters herein have agreed to sell and the purchaser/s herein has / have agreed to purchase from the promoters Residential Premises bearing **Flat No.**, admeasuring carpet area about **Sq. Mtrs.**, situate on Floor in the building / project to be known as **“Sukhwani Araya”** and along with an exclusive right to use adjacent open terrace collectively admeasuring **Sq. Mtrs.**, with right to use adjacent Open Balcony / Dry Balcony collectively admeasuring **Sq. Mtrs.**, Parking Space No., admeasuring area about **Sq. Mtrs.**, along with appurtenances thereto and which premises along with appurtenances is / are more particularly described in the **“Annexure - 7”** annexed hereto and is hereinafter referred to as **“The Said Premises”**, at or for total lumpsum consideration of **Rs./- (Rupees Only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society, etc. including share money, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits / charges, Corpus fund, VAT, Service Tax, GST or such levies which will have to be paid by the purchaser/s to the promoter or concerned

authority separately. The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the **Schedule - II** written hereunder.

- b) The promoters herein have agreed to provide the specification and amenities in the said premises which are more particularly described in the **“Annexure - 9”** annexed hereto.
- c) The total consideration as stated above excludes Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies and hence the purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such taxes or levies as applicable by separate payments to the promoters on every installment of payment of the consideration. If any time after the execution of this agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this agreement any additional taxes / duty / charges / premium / cess / surcharge, etc. by whatever name called is levied or recovered or charges becomes payable under any statute / rule / regulations / orders either by the central government or state government or local body or revenue authorities or any other authority in respect of the said premises or this agreement or this transaction, retrospective or prospective, the same shall be borne and shall paid by the purchaser/s within 7 (seven) days from the date of demand of the same by the promoters.
- d) The above mentioned consideration towards the said premises is escalation free, save and except any increases which the purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any charges which may be levied or imposed by the concerned authorities from time to time and/or (iii) inflation or price escalation of any building material/s by more than 20 % (twenty percent) above the price of such building material/s as on the date of this agreement. The promoters agree that at the time or raising such a demand for such escalation, the promoters shall enclose the notification / rule / regulation / order/ etc. to that effect.

- e) The promoters may / shall charge separately to the purchaser/s for any modifications/ gradation / changes specifically requested or approved by the purchaser/s in the fittings, fixtures, specifications or amenities or any facility , which are other than the specifications and amenities as set out in **“Annexure - 9”**.
- f) The present agreement is not a construction agreement or work contract of service contract and the said land, the said building and the said premises shall vest only with the promoter and would pass on to the ultimate organization of the tenement purchasers of the project and/or the purchaser/s as the case may be on the execution of the final conveyance of the said land and building/s thereon including the said premises and despite the said fact if any taxes, cess, etc. of any nature are levied on the present agreement the same shall be paid by the purchaser/s alone.
- g) The promoters undertake to intimate the purchaser/s about the imposition of any other taxes that may be levied due to the construction of the present agreement or by any amendment in any of the laws / statutes.
- h) The purchaser/s undertakes to pay the said taxes, cess, levies as stated hereinabove to the promoters within 7 (seven) days from the date of such demand by the promoters and in the event the purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said premises in favour of the promoters and the promoters shall be entitled to recover the same from the purchaser/s along with interest thereon and till such time said amount along with interest if any is not paid by the purchaser/s, the promoters shall be entitled to withhold handing over of possession of the said premises to the purchaser/s.

3) PAYMENT OF INSTALLMENTS OF CONSIDERATION -

- a) The purchaser/s herein is well aware that, the building in which the said premises is situated and which building is under construction on the said land, the construction of which is in progress and considering the present status of the construction of the same, the purchaser/s has / have agreed to pay the aforesaid agreed consideration to the promoter herein in the manner detailed in **“Annexure - 8”** annexed hereto.

- b) The purchaser/s herein shall pay the aforesaid consideration to the promoters herein on due date or within 7 (seven) days from the purchaser/s receiving the written / email intimation from the promoters calling upon the purchaser/s to make the payment. Payment in time is the essence of the contract.
- c) The promoters herein informed to the purchaser/s herein that, aforesaid payment has to be made by the purchaser/s by Cheques / Demand Draft / RTGS / NEFT issued / drawn in the name of **M/s. Sukhwani Associates.**
- d) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has / have been completed before the agreed timelines as mentioned and that the purchaser/s shall have to pay the entire installment without any rebate or deduction.
- e) The purchaser/s authorizes the promoters to adjust / appropriate all payments made by him / her / them under any head/s of due against lawful outstanding, if any, in his / her / their name/s as the promoters may in its sole discretion deem fit and the purchaser/s undertake/s not to object / demand / direct the promoters to adjust his / her / their payments in any manner.
- f) The parties hereto agree and covenant that in case of any delay in payment of installment shall lead or would result in delay in handing over possession thereof by the promoters to the purchaser/s and that the promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the purchaser/s.

4) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY -

- a) It is hereby agreed that the promoters and the purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pimpri Chinchwad Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting completion certificate/s.
- b) The purchaser/s herein shall not be entitled to claim possession of the said premises until the completion certificate in respect of the said Premises is received by the promoter from Pimpri Chinchwad Municipal

Corporation or the Local Authority and the purchaser/s herein have paid all dues payable under this agreement in respect of the said premises to the promoter and is/are not guilty of breach of any of the terms and conditions of this agreement.

5) UTILIZATION OF THE FSI / TDR / BUILDING POTENTIAL -

- a)** In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or Premium FSI or additional FSI or ancillary FSI attributable by IGBC norms or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- b)** It is hereby declared that, sanctioned plan/s has been shown to the purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transfer on other property or FSI of the other property being TDR transfer or Paid FSI or Premium FSI or ancillary FSI to be consumed on the said Land or additional FSI by IGBC norms to be consumed on the said land is also shown on the tentative plan which is sanctioned or would be sanctioned in due course of time.
- c)** The promoters have disclosed that the present buildable potential in the project is **5110.90 Sq. Mtrs.** or thereabouts. The promoters have at the time of this agreement utilized said buildable area as per the sanctioned plans and shall have a right to utilize to the balance buildable potential if any or any additional buildable potential including Slum TDR or Premium / Paid FSI or FSI attributable by IGBC norms or like being granted by the concerned authorities by revising the building plans of all the building/s in the project or by adding additional floors and additional tenement / floors in and upon any of the said wing/s in due course of time and for such utilization of the balance buildable potential by the promoters, the purchaser/s have the given their specific irrevocable consent and no objection by executing this agreement to carry out such amendments, alterations, modifications and / or variations in constructing the said premises, said building on the said land and / or to the layout plan and / or to the building pans (whether or not envisaged and/or constructed at present) provided that the location, the area, the size and shape of the

said premises agreed to be purchased by the purchaser/s is not adversely affected in any manner. The purchaser/s further undertake/s to give any further consent or no objection as may be required by the promoters for the said purpose without any demur and delay.

- d)** The promoters shall have right of pre-emptions or first right to utilize the residual or available FSI / FAR / TDR / Paid FSI / Premium FSI / Slum FSI / Premium FSI / FSI attributable to IGCB norms or ancillary FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or buildable potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building, which is / are under construction or to be constructed on the said land. The purchaser/s herein by executing these presents has / have given his / her / their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the promoters without any demur and delay.
- e)** The promoters shall obtain additional FSI or any other buildable potential as may be granted by the concerned authorities in due course of time including by way of amalgamating any adjacent land and which FSI or buildable potential shall be consumed over the said building by constructing additional floors and tenements thereon, subject to the condition that the same shall not change the location, area, size and shape of the said premises agreed to be sold to the purchaser/s. The purchaser/s herein by executing these presents has given his / her / their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the promoter without any demur and delay.
- f)** As stated in these presents, the promoters have disclosed the total buildable potential as proposed to be utilized by them on the said land and the purchaser/s has/have agreed to purchase the said premises based on the proposed construction and sale of tenements to be carried out by the promoters by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the promoters only.
- g)** The promoters shall be entitled to compensation from the purchaser/s in case any obstruction or impediment of any nature is raised by or on

behalf of the purchaser/s to the development of the said land by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the promoters to terminate this agreement on such obstruction or impediment being raised by the purchaser/s.

6) DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL -

- a) The promoters herein have made full and true disclosure to the purchaser/s as to the title, rights and authorities of the promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the promoters.
- b) The promoters herein have also requested to the purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the promoter in respect of the said land and also as regards the buildable potential by appointing his / her / their own Advocates / Architects As required by the purchaser/s, the promoters herein have given all information to the purchaser/s herein and he / she / they is / are acquainted himself / herself / themselves with all the facts as to the marketable title, rights and authorities of the promoters herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this agreement.
- c) The purchaser/s hereinafter shall not be entitled to challenge or question the title, rights / authority of the promoters in respect of the said land and the buildable potential and further the promoter's rights and authority as to enter into this agreement.
- d) All the disclosures made in the recitals hereinabove shall be deemed to have been incorporated herein in seriatim.

7) TIME IS ESSENCE OF THE AGREEMENT -

- a) Time is of the essence of this agreement for the promoters as well as the purchaser/s.
- b) The promoters shall abide by the time schedule for completing the project and handing over the said premises to the purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the completion certificate from the

concerned authorities. The promoters have disclosed that the entire **Project would be completed on or before 30/09/2024.**

- c) The purchaser/s shall abide to make timely payments of the installments of consideration towards the said premises and all other dues payable by him / her / them and meeting all other obligations under this agreement, subject to simultaneous completion of construction by the promoters as provided in **“Annexure - 8”** being the payment plan.
- d) If the promoters fail to abide by the time schedule for completing the project and handing over of the said premises to the purchaser/s, the promoters agree to pay to the purchaser/s, who does not want to withdraw from the project, the promoter shall pay interest as stated in Rule 18 of 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, 2017 on all amounts paid by the purchaser/s (excluding the amounts paid towards VAT / Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said premises.
- e) The purchaser/s agrees to pay to the promoters interest as stated in Rule 18 of 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, 2017 on all the delayed payments which become due and payable by the purchaser/s to the promoters under the terms of this agreement from the date the said amount is payable by the purchaser/s to the promoters. Provided that the 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 promoters under this agreement, nor shall it be construed as condonation of the delay by the promoters against delay in payments by the purchaser/s.
- f) Without prejudice to the right of the promoters to charge interest in terms of clause 7 (e) hereinabove, on the purchaser/s committing default in payment on due date of any amount due and payable by the purchaser/s to the promoters under this agreement (including his / her / their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the promoters), the promoters shall at its own option,

may terminate this agreement; Provided that, the promoters shall give written notice of fifteen days sent by Registered Post A. D. and by email at the address provided by the purchaser/s of its intention to terminate this agreement and of the specific breach/ies of the terms and conditions in respect of which it is intended to terminate the agreement. If the purchaser/s fail/s to rectify the said breach/ies mentioned by the promoters within the period of the notice then at the end of such notice period, the promoter shall be entitled to terminate this agreement.

Provided further that upon the termination of this agreement as aforesaid, the promoters shall refund to the purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said premises which may then have been paid by the purchaser/s to the promoters. It is understood that the promoters will not have to refund any amounts which have been paid by the purchaser/s towards VAT / Service Tax / GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the promoter shall be entitled to liquidated damages quantified at 10 % of the total consideration of the said premises.

- g)** At the time of accepting the said refund of the amounts as stated in clause 7 (f) the purchaser/s shall execute and register the necessary Deed of Cancellation as required by the promoters and shall also hand over the original of these presents to the promoter. In the event the purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the purchaser/s, then by these presents itself the purchaser/s herein irrevocably nominate, constitute and appoint Mr. Gurmukh Jangaldas Sukhwani, having address at - 350, Sind Housing Society, Aundh, Pune - 411007 being the partner of the promoters (The photocopy of the photo identity of Mr. Gurmukh Jangaldas Sukhwani is annexed hereto as **“Annexure - 12”** hereto for purpose of identification), as his / her / their constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may be required to cancel this transaction in law and on termination of this agreement as aforesaid and who is entitled to do the same on refund of amount to the purchaser/s by sending the same by cheque / demand draft as aforesaid by Registered Post A. D. By executing these

presents the purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the constituted attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8) SPECIFICATIONS AND AMENITIES -

- a) The specifications of the said premises and fixtures, fittings and amenities to be provided by the promoters to the said premises or to the said building being in which said premises is situated are described in the **“Annexure - 9”** annexed hereto.
- b) If any extra fittings, fixtures, and/or amenities or any betterment in the fittings, fixture, amenities are required by the purchaser/s, then the purchaser/s shall inform in writing to the promoters and if it is possible for the promoters, then the promoters herein at his / its / their sole discretion may provide the same, provided the purchaser/s accepting the cost / price of such extra amenities and undertake to pay or deposit the same prior to the commencement of such extra work and such additions bills raised by the promoters shall be final.

9) DELIVERY OF POSSESSION -

The promoters herein shall complete the construction of the said premises in all respect **on or before 30/09/2024** In the event, the promoters fail or neglect to hand over possession of the said premises to the purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the promoters shall be liable on demand to refund to the purchaser/s the amounts already received by them in respect of the said premises with interest at the same rate as mentioned in clause 7 (d) hereinabove from the date the promoters have received the sum till the date the amounts and interest thereon is repaid to the purchaser/s.

Provided that, the promoters shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the said building in which the said premises is situated is delayed on account of -

- i) War, civil commotion, strikes or act of God.
- ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- iii) The purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in **“Annexure - 8”** annexed hereto. (This is without prejudice to the right of the promoter to terminate this agreement as stated in these presents).
- iv) Nonpayment or delay in payment of any governmental taxes and levies as set out in clause 2 hereinabove. (This is without prejudice to the right of the promoter to terminate this agreement as stated in these presents).
- v) Non availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, laborer/s, etc.
- vi) Any extra work required to be carried in the said premises as per the requirement and at the cost of the purchaser/s.
- vii) Pendency of any litigation.
- viii) Any unanticipated difficulty due to change in any government rules or regulations or any objections from any government authority or other competent authority.
- ix) Any delay in getting any permissions, sanctions, consents, no objections or completion certificate from Pimpri Chinchwad Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority / department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities / department well within the stipulated time frame.
- xi) Any other reasons beyond the control of the promoters including force majeure conditions.

10) PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID PREMISES -

- a) After completion of construction in all respects in respect of the said premises and upon obtaining the completion certificate, the promoters herein shall within 7 (seven) days inform in writing to the purchaser/s that the said Premises is ready for use and occupation and to take possession of the said premises within a period of 15 (fifteen) days from the receipt of such letter.
- b) On receipt of such letter from the promoters, the purchaser/s herein shall inspect the said premises in all respect and get satisfied according to the terms and conditions of this agreement and after the purchaser/s is / are satisfied himself / herself / themselves as aforesaid within the period as mentioned in clause 10 (a), at his / her / their request, the promoter herein shall hand over the possession of the said premises to the purchaser/s on payment of all amounts due and payable by the purchaser/s to the promoters under this agreement and the purchaser/s herein has / have not committed any default in payment of consideration in installment on its due date to the promoters in pursuance of these presents.
- c) It is further agreed between the parties hereto that, after receiving the possession of the said premises as stated above, the purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the promoters herein. It is further agreed between the parties thereto that on receipt of possession of the said premises by the purchaser/s in pursuance of these presents, it shall be presumed that purchaser/s herein has / have accepted the said premises on as is where is basis and extinguished his / her / their rights as to raise any objection or complaint under whatsoever head.
- d) At the time of taking possession of the said premises, the purchaser/s shall execute the necessary supplementary agreement for possession in such form as may be required by the promoters and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this agreement or by the promoters.

- e) The promoters agree and undertake to indemnify the purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the promoters.
- f) The purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the promoters or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said premises.
- g) In the event, the purchaser/s fail/s to take possession of the said premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this agreement and that the purchaser/s shall be liable to pay maintenance charges, taxes, etc. as applicable.

11) DEFECT LIABILITY -

- a) If within a period of 5 (five) years from taking possession of the said premises or 15 (fifteen) days from the date of obtaining the completion certificate from the concerned authority whichever is earlier, the purchaser/s brings to the notice of the promoter any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the promoters at its own cost and in case it is not possible to rectify such defects, then the purchaser/s shall be only entitled to receive from the promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the purchaser/s shall maintain the said premises in good conditions and repairs, (ii) shall not break open any walls / floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations / modifications / additions of the whatsoever nature in the said premises or in the fittings therein, in particular it is hereby agreed that the purchaser/s shall not make any alterations / modifications / additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the promoters, then the defect liability automatically shall become void.

- b) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said premises by the occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the purchaser/s either themselves or through their agents or nominees or occupants, etc.
- c) Defect/s in fittings and fixtures are not included therein and the purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

12) USE OF THE SAID PREMISES -

- a) The purchaser/s shall use the said premises or any part thereof or permit the same to be used only for **residential purpose** as shown in the sanctioned plans.
- b) The purchaser/s or occupier/s of any tenement in the building shall not use the said premises for the purposes of Massage Centre, Gambling House, Classes, Service Apartment, Hostel, Group Accommodation, and Rentals on Cot Basis, Lodging Boarding, or any illegal or immoral purpose.
- c) The purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the purchaser/s own two or four wheeler light vehicle but not entitled to park inside the project or the said car parking any heavy vehicles such as trucks, bull dozers, buses, tractors, etc. and further that the purchaser/s shall not be entitled to park his / her / their any two or four wheeler vehicles in the common marginal spaces,
- d) Further the purchaser/s or none of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the promoters till handing over the administration to the ultimate organization of tenement purchasers and thereafter from the managing committee of such ultimate organization.
- e) The promoters shall not be responsible and / or liable for any nuisance and disturbance caused by any occupants, occupying any tenement in the Project after the respective tenement has been handed over to such purchaser/s of the tenement by the Promoters.

13) FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S -

- a) The purchaser/s along with other purchaser/s of premises / tenements, etc. in the project shall join in forming and registering a Cooperative Housing Society to be known as **“Sukhwani Araya Co - Operative Housing Society Ltd.”** or by such other name as the promoter may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the cooperative housing society including the bye-laws of the proposed society and duly fill in, sign and return to the promoter within 7 (seven) days of the same being forwarded by the promoters to the purchaser/s, so as to enable the promoters to register the society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the promoters, the promoters shall not be liable for any delay in the formation of the society, as the case may be and if the defaulter neglects or any of the purchaser/s continues for a period of 2 (two) months, then the promoters shall be relieved of their obligation to form the society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the purchaser/s if any changes or modifications are made in the draft byelaws of society, unless it is required by the registrar of co-operative society or any other competent authority, as the case may be.
- b) The promoter shall form and register the Cooperative Housing Society after the sale of at least 51% (fifty one percent) of the tenements in the said project.

14) CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING -

The promoters have also disclosed to the purchaser/s that, they would form and register one cooperative housing society for the project under the provisions of the Maharashtra Cooperative Societies Act, 1960 read with the rules for and that the society would be formed after the disposal of 51% of the tenements in the project. The promoters shall convey the said land along with all the building in the project and the common amenities and facilities to the said society **on or before 30/09/2024**, subject to (i) disposal of 2/3rd tenements in the project and receipt of total consideration and all other dues from such tenement holders and (ii) acceptance of the draft conveyance by all parties concerned by mutual consent.

15) PAYMENT OF TAXES, CESSSES, MAINTENANCE, SOLAR POWER, ETC. -

- a) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said premises, the purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said premises and non-agricultural assessment in respect of the said land to the respective authorities and / or to the promoters or/and to the ad-hoc committee appointed by the promoters or authorized committee of society which is to be formed by the promoters herein as stated hereinbefore.
- b) Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said premises, the purchaser/s herein shall be liable to bear and pay the **maintenance charges** towards the said Premises quantified at **Rs. 4/- (Rupees Four Only) per Sq. Fts. Per Month for a period of 24 Months in advance with GST** for residential tenement to the promoters and / or maintenance company appointed by the promoters or/and to the ad-hoc committee appointed by the promoters or authorized committee of the society which is to be formed by the promoters herein as stated hereinbefore.
- c) The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps / lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.
- d) But it is specifically agreed between the parties hereto that, the promoters are / is not responsible / liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.
- e) The purchaser/s shall at the time of taking possession of the said premises or within a period of 15 (fifteen) days from the intimation to take possession **pay in advance the maintenance charges for a period of 24 months in advance along with GST** to the promoters or the maintenance company. The promoters and / or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts commencing from 15th day from the intimation to take possession of the said premises. The promoters and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts

thereof shall be furnished by the promoters and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.

- f)** It is further specifically agreed that, the purchaser/s shall every month / year contribute and pay to the promoter and / or said Maintenance Company and/or the said society such sums as may be determined by the said maintenance company having regards to inflation.
- g)** The promoters have disclosed that there may be shortage of water supply at times. The purchaser/s herein has/have been made expressly aware by the promoters that till such time as such water connection is made available by the concerned authorities and thereafter is procured and sufficient water becomes available for the said housing complex through such water connection or in case of insufficiency of water, the requirement of water for the said housing complex shall be met from other sources, including bore well and/or purchase of water from water tanker agencies etc. and that a prorate share of such purchase, treatment and distribution of such water shall be borne and paid by the purchaser/s and if such contributions are not forthcoming, the promoters or the maintenance company or the society shall not be responsible for continuing to supply of such water.
- h)** The purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.
- i)** It is specifically agreed between the parties hereto that, the promoters are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises and vacant in the project.
- j)** The Purchaser/s shall deposit with the promoters a lump sum amount of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** towards one time Corpus Fund And Sinking Fund of the building/s and which shall be collected by the promoters and kept in a separate banking account and shall be handed over to the said cooperative society on the same being formed and taking over the maintenance of the building.

16) SPECIAL COVENANTS -

- a)** The promoters herein have specifically informed to the purchaser/s and purchaser/s herein is/are also well aware that, the promoters

herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the promoters herein have agreed to allot and sell the said premises to the purchaser/s herein on ownership basis, subject to the terms and condition of this agreement.

- b)** The promoters herein are providing advance technology amenities / material / plant and equipment in common area / facilities like lifts, electric rooms, STP/OWC, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the promoters shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the promoters shall in no manner be responsible or liable for any misuse, injuries, causalities / calamities or any damages of whatsoever nature caused to any person or property.
- c)** The purchaser/s shall offer his / her / their unconditional support for compliance as required by local / state / central government including semi governmental agencies and pollution control board and which includes operation of the rain water harvesting, STP/OWC, (if any), etc. The purchaser/s hereby gives his / her / their consent and no objection to the promoters and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.
- d)** The purchaser/s herein agrees and covenants that for safety reasons, he / she / they shall be allowed to visit and inspect the said premises

during the course of construction with prior permission of the promoters and on a pre appointed time and date only.

- e)** The purchaser/s shall not be entitled to carry out any modification or charges in the said premises during or after the construction of the said premises without the prior written permission and consent of the promoters. All modifications and changes shall only be carried out at the discretion of the promoters.
- f)** There is a possibility that there may be some drainage lines, water lines or other utility lines under and/or podium or under/over the parking spaces which is/are allotted to the purchaser/s in the manner as stated in this agreement and the purchaser/s after taking possession thereof shall permit the promoters and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the purchaser/s shall temporary remove his / her / their vehicles from the parking area for carrying on maintenance works and repairs.
- g)** The grant of completion / occupation certificate by the concerned authority, in respect of the said premises shall be conclusive proof as to completion of construction of the said premises.
- h)** The purchaser/s herein admits and agrees to always admit that the promoters are always ready and willing on all payment payable by the purchaser/s under this agreement to the promoters to hand over the possession of the said premises on its completion.
- i)** If at any time, after execution of this agreement, any additional tax / duty / charges / premium / cess / surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute / rule / regulation notification order / either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said premises or this agreement or the transaction herein, shall exclusively be paid / borne by the purchaser/s. The purchaser/s hereby, always indemnifies the promoters from all such levies cost and consequences.
- j)** The purchaser/s is / are hereby prohibited from raising any objection in the matter of sale of premises, tenements and allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers or any

others space/s 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 purchaser/s is / are by executing these presents has / have given his / her / their irrevocable consent and for this reason a separate consent for the same is not required.

- k)** 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 land and building or any part thereof except the said premises. The purchaser/s shall have no claim save and except in respect of the said premises hereby agreed to be sold to him / her / them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden space etc. will remain the property of the promoters until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.
- l)** Any delay tolerated or indulgence shown or omission on the part of the promoters in enforcing the terms and conditions of this agreement or any forbearance or giving time to the purchaser/s by the promoters shall not be construed as the waiver on the part of the promoters of any breach or non-compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the promoters.
- m)** In the event of the any ultimate organization of tenement purchasers being formed and registered before the sale and disposal of all the tenements / units / premises in the building, all the power, authorities and rights of the purchaser/s herein shall be always subject to the promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The purchaser/s or any other tenement holder in the building or ad-hoc committee or society or the maintenance company as the case may be shall have no right to demand any amount from the promoters herein in respect of the unsold tenements / premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

- n)** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoters shall have all the rights under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the promoters.
- o)** The promoters herein have not undertaken any responsibility nor have they agreed anything with the purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the promoters, other than the terms and conditions expressly provided under this agreement.
- p)** If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the promoters to the purchaser/s of any tenement in the building, such respective buyer and occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or occupier of tenement holders in the building commit breach of this condition, the promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.
- q)** In case after the possession of the said premises is handed over to the purchaser/s and the purchaser/s let out or rent or lease or give on leave and license basis the said premises, then in such an event, the purchaser/s shall inform in writing to the promoters or the ultimate organization the details of such tenant or licensee or care takers.
- r)** The purchaser/s shall abide and observe by the general rules as stated in **“Annexure - 10”** annexed hereto as regards the use and occupation of the said premises.

- s) On notification being issued by the government to that regards prior to the completion of the project, the promoters shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

17) PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES -

It is hereby agreed that the promoters herein have the exclusive right of allotment of exclusive right to use and occupy different parking spaces, adjoining terraces, top terraces or open spaces or right to develop garden in adjoining open space/s, space for advertisement on terrace or in the building, to one or more person/s of their choice. 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 promoters shall be entitled to declare all other areas as restricted or reserved areas and facilities alienate and dispose off other areas and facilities in such manner as the promoters thinks fit.

18) REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS -

- a) The promoters have a clear and marketable title with respect to the said project land, as declared in the title certificate annexed to this agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said scheme / project.
- b) The promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.
- c) There are no encumbrances upon the said land or the said project saves and except those disclosed in the title report and / or in this agreement.
- d) There are no other litigations pending before any court of law with respect to the said land or project save and except those disclosed in the Title report and / or in this agreement.
- e) All approvals, licenses and permits issued by the competent authorities with respect to the said project or the said land and said building are

valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said land and the said building shall be obtained following due process of law and the promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building and common areas till the handover of the said society.

- f)** The promoters have a right to enter into this agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser/s created herein, may prejudicially be affected.
- g)** The promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said premises which will in any manner affect the rights of the purchaser/s under this agreement.
- h)** The promoters confirm that, the promoters are not restricted in any manner whatsoever from selling the said premises to the purchaser/s in the manner contemplated in this agreement.
- i)** At the time of execution of the conveyance of the said land and structure to the ultimate organization of tenement purchasers, the promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.
- j)** The promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the concerned authorities till the handover of the said society.
- k)** No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said land) has been received or served upon the promoters in respect of the said land and/or the said project save and except those disclosed in the title report and/or in this agreement.

19) COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID PREMISES ETC. -

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

- a)** To maintain the said premises at the purchaser/s own cost in good tenantable repair and condition from the date of possession of the said premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said premises or the building in which the said premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the said premises and/or to the building in which the premises is situated and in or to the said premises itself or any part thereof without the consent of the local authorities, if required.
- b)** Not to store in / outside the said premises or surrounded area of the building any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building 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 upto upper floors, which may damage or likely to damage staircase, common passages, lifts / elevators or any other structure of the building including entrances of the building in which the said premises is situated and in case of any damage is caused to the building in which the said premises is situated or the said premises on account of the negligence or default of the purchaser/s in this behalf, the purchaser/s shall be liable for all the consequences of the breach.
- c)** Not to store any objects things of any nature including any racks, shelves, etc. in the staircase, common passages, lobbies of the building including entrances of the building in which the said premises is situated.
- d)** To carry at his / her / their own cost/s all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the promoters to the purchaser/s.

Provided that for the defect liability period such repairs shall be carried out by the purchaser/s with the written consent and under the supervision of the promoters. And further the purchaser/s 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. In the event of the purchaser/s committing any act in contravention of the above provisions, the purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- e)** Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parts or other structural members in the said premises without the prior written permission of the promoters and/or the ultimate organization of the tenement purchasers.
- f)** Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- g)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land and the building in which the said premises is situated.
- h)** Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said premises or the open terrace. Prior written permission for installation of such devices shall have to be obtained from the promoter or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.

- i)** Not to hang clothes or place / put pots with mud and plants on terraces, balconies, window railings and walls or on glass railing in terraces.
- j)** Pay to the promoters within 15 (fifteen) days of demand by the promoters, his / her / their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- k)** To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the government and/or other public authority on account of change of user of the said premises by the purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.
- l)** The purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said premises until all the dues payable by the purchaser/s to the promoters under the agreement are fully paid up and only if the purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser/s has / have intimated in writing to the promoters and obtained written consent thereof.
- m)** The purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchasers may adopted 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 land and building which are and the tenement therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the government or other public bodies. The purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

- n) Till the conveyance of the said land and building in which the said premises is situated is executed in favour of the ultimate organization of tenement purchasers, the purchaser/s shall permit the promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and the said land and building or any part thereof to view and examine the state and conditions thereof.

20) NAME OF THE PROJECT AND BUILDING/S -

- a) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoters herein have decided to have the name of the project / scheme as **“Sukhwani Araya”** and further erect or affix promoters name board at suitable places as decided by the promoters herein on the building and at the entrances of the scheme or on the terrace / roof or on water tank of any building.
- b) The purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter promoter’s name board in any circumstances. This condition is essential condition of this agreement.

21) MEASUREMENT OF THE AREA OF THE SAID PREMISES -

- a) It is specifically agreed between the parties hereto that, in this agreement - carpet area of the said premises and adjacent terrace are stated.
- b) “Carpet Area” shall mean the net usable floor area of the said premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said premises for the exclusive use of the purchaser/s or verandah area and exclusive open terrace area appurtenant to the said premises for the exclusive use of the purchaser/s, but includes the area covered by the internal partition walls of the said premises. Explanation - For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said premises, meant for the exclusive use of the purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said premises, meant for the exclusive use of the

purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall (s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.

- c) At the time of taking the possession the purchaser/s at his / her / their own discretion get measured the area of the said premises in light of aforesaid principal and if any difference more than 3% in the area / measurements including height is found then the consideration of the said premises shall be adjusted accordingly and either promoters or purchaser/s as the case may be refund or pay the differential amount.
- d) After taking the possession of the said premises by the purchaser/s it shall be presumed the purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said premises.

22) PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE -

After the promoters execute this agreement, they shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the purchaser/s who has/have taken or agreed to take the said premises.

23) PARKING SPACES -

- a) It is hereby agreed that, though the car parking and scooter parking area covered shall be owned by all the tenement owners or their ultimate organization, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed / allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the promoters on the request of the purchaser/s herein will keep and maintain a register / record of such designations / selections of parking's to be done by the purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.
- b) The purchaser/s has/have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by

the Purchaser/s herein that the above work is being done by the promoters ex-gratia on the request of the purchaser/s and that if for any reason it be held that such selection / designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.

- c) All the tenement purchaser/s in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parks, scooter parks amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.
- d) The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.
- e) The purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of the Mr. Gurmukh Jangaldas Sukhwani being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24) BROCHURE / ADVERTISING MATERIAL -

It is specifically understood that the brochure/s published as an advertisement material, sales plans and brochures contain various features such as furniture layout in a tenement, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features / amenities are not agreed to be developed or provided by the promoters. The concept tenement made by the promoter may contain many civil and furniture upgrades to increase the aesthetic value only and is not facts and are not agreed to be provided by the

promoters and the same are not standard amenities which are agreed to be provided.

25) TAX DEDUCTED AT SOURCE -

If any deduction of an amount is made by the purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the promoters under this agreement shall be acknowledged / credited by the promoters, only upon purchaser/s submitting original tax deducted at Source Certificate and the amount mentioned in the certificate is matching with Income Tax Department site to that effect.

Provided further, that at the time of handing over the possession of the said premises, if such Certificate of TDS is not produced to the promoters, the purchaser/s shall deposit equivalent amount as interest free deposit with the promoters and which deposit shall be refunded by the promoters on the purchaser/s producing / furnishing such Certificate within 4 (four) months of the possession of the said premises being handed over. Provided further that in case the purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the promoters shall be entitled to appropriate the said deposit against the receivable from the purchaser/s.

26) PAYMENT OF STAMP DUTY REGISTRATION FEE ETC. -

The purchaser/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, or deed of apartment and any final conveyance deed which is to be executed by the promoters in favour of the purchaser/s. The parties herein 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 promoters in favour of the purchaser/s or in the name of the ultimate organization of tenement purchasers.

27) BINDING EFFECT -

Forwarding this agreement to the purchaser/s by the promoters does not create a binding obligation on the part of the promoters or the purchaser/s, until, firstly, the purchaser/s signs and delivers this agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the purchaser/s and secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the

promoters. If the purchaser/s fails to execute and deliver to the promoters this agreement within 30 (thirty) days from the date of its receipt by the purchaser/s and/or appears before the Sub - Registrar for its registration as and when intimated by the promoters, then the promoter shall serve a notice to the purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt by the purchaser/s, application of the purchaser/s shall be treated as cancelled and all sums deposited by the purchaser/s in connection therewith including the booking amount shall returned to the purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

28) ENTIRE AGREEMENT -

This agreement along with its schedules and all the annexure, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regards to the said premises.

29) RIGHT TO AMEND -

This agreement shall only be amended or modified through written consent of the parties and by executing necessary supplementary deeds and documents thereto.

30) PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES -

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent allottees of the said premises in case of a transfer, as the said obligation go along with the said premises for all intents and purposes.

31) SEVERABILITY -

If any provision of this agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under any other applicable law, such provision in this agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable

law, as the case may be, and the remaining provisions of this agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

32) CALCULATION OF PROPORTIONATE SHARE -

Wherever in this agreement it is stipulated that the purchaser/s has / have to make any payment, in common with other purchasers in the project, the same shall be in proportion to the carpet area of the said premises to the total carpet area of all the tenements in the project.

33) FURTHER ASSURANCES -

The parties hereto 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 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.

34) PLACE OF EXECUTION -

The execution of this agreement shall be complete only upon its execution by the promoters at the promoter office at Pune. After the agreement is duly executed by the parties, the said agreement shall be registered with the office of the Sub Registrar Haveli, Pune. Hence this agreement shall be deemed to have been executed at Pune.

35) REGISTRATION -

The purchaser/s shall present this agreement as well as any other deeds, documents etc. which are to be executed by the parties hereto in pursuance of this presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and promoters after receiving written intimation will attend such office and admit execution thereof.

36) SERVICE OF NOTICE -

a) All notices to be served on the promoters or the purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the promoters or the purchaser/s as the case may be by under Registered Post A. D. and notified by E-mail at his / her / their address/es specified in the title clause of this agreement or at the

address intimated in writing by the purchaser/s after execution of this agreement.

- b)** In change of any address, telephone number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the promoters or the purchaser/s as the case may be.
- c)** In case of joint purchasers all communications shall be sent by the promoters to the purchaser whose name appears first and at the address given by him / her / them which shall for all intents and purposes to consider as properly served on all the purchasers.

37) DISPUTE RESOLUTION -

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under.

38) EFFECT OF LAWS -

- a)** 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.
- b)** This agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made there under.
- c)** The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

SCHEDULE - I

(DESCRIPTION OF THE SAID LAND)

All those pieces and parcels of well defined land admeasuring area about **00 H 20 R, i.e. 2000 Sq. Mtrs.**, of **S. No. 54, Hissa No. 2/2**, Assessed to Rs. 01 : 09 Paisa, situated at **Village - Rahatni, Taluka - Haveli, Dist - Pune**, and also situated within the Registration, Sub - Dist. Taluka - Haveli, Dist. Pune

and within the limits of the Pimpri Chinchwad Municipal Corporation, Pune.
Said land is bounded as under -

- On or towards the East : Property owned by Mr. Damu Natthu Nakhate,
- On or towards the West : Property owned by Hiralal Karwa and Others,
- On or towards the South : Property owned by Anna Nana Nakhate,
- On or towards the North : Property owned by Kailas Thopte,

SCHEDULE - II

(DETAILS OF THE COMMON FACILITIES AND RESTRICTED AREAS AND FACILITIES)

A) COMMON FACILTIES -

- 1) RCC Frame work structure of the buildings.
- 2) Common wall of brick/block masonry.
- 3) Drainage and water line work.
- 4) Electric meters and water meter/s connected to common lights, water connections, pump set etc.
- 5) Light point outside the building and the staircase/s as well as those in the common parking space.
- 6) One overhead water tank for each building with water pump connected to common underground water tank.
- 7) Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.
- 8) Garden AND open space if specifically marked.

B) RESTRICTED AREAS AND FACILITIES -

- 1) Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
- 2) The parking spaces shown in the plan shall be restricted and the promoters herein shall have exclusive right to allot the same to the tenement holder in the building in the manner as stated in the Agreement.

- 3) Top terrace of the building/s shall be restricted and the promoters herein shall have exclusive right to allot the same to the accommodation holder in the building.

- 4) All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include the marginal open spaces, terraces, car-parkings within the said land and in the building. Which is / are under construction on the said land is reserved and promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc or to convert the restricted area into common area or vise-versa.

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

NAME AND SIGNATURE OF THE PARTIES	THUMB	PHOTO
M/S. SUKHWANI ASSOCIATES, A Registered Partnership Firm, <u>THROUGH THE HANDS OF ONE OF ITS</u> <u>PARTNERS -</u> 1) MR. GURMUKH JANGALDAS SUKHWANI, <u>AND / OR</u> 2) MR. SAGAR GURMUKH SUKHWANI, AS THE LAND OWNERS / PROMOTERS AND DEVELOPERS PARTY OF THE FIRST PART		
1) MR.		

2) MR., AS THE ALLOTTEE/S OR PURCHASER/S PARTY OF THE SECOND PART		
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WITNESSESS -

1) Sign - Name - Address -	2) Sign - Name - Address -
--	--

“ANNEXURE - 1”

COPY OF PLAN OF THE SAID LAND

“ANNEXURE - 2”

COPY OF THE CERTIFICATE OF THE TITLE

“ANNEXURE - 3”

COPY OF THE 7/12 EXTRACT OF THE SAID LAND

“ANNEXURE - 4 A AND 4 B”

COPY OF THE FLOOR PLAN OF SAID PREMISES AND PARKING FLOOR PLANS

“ANNEXURE - 5”

COPY OF THE COMMENCEMENT CERTIFICATE

“ANNEXURE - 6”

COPY OF THE N. A. ORDER

“ANNEXURE - 7”

DETAILS OF THE SAID PREMISES

a)	Flat No.	
b)	Carpet area of the said Premises	
c)	Floor	
d)	Wing	
e)	Usage	Residential
f)	Exclusive rights to use :	
	Adjacent Open Terrace (collective)	
	Adjacent Balcony and Dry Balcony (collective)	
	Parking Space (in Basement Parking / Ground floor Parking)	

In the Project known as **“Sukhwani Araya”** being developed or developed on the said Land described in the First Schedule herein written.

DECLARATION

The purchaser/s declare/s that he / she / they has / have read the agreement / got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and purchaser/s has/have received the stamped copy of this Agreement.

Promoter/s

Purchaser/s

“ANNEXURE - 8”

Details of the installments of the payment of the consideration
by the purchaser/s to the promoters

Sr. No.	Particulars	Percentage	Amount
1)	Paid by the purchaser/s to the promoters prior to the execution of this agreement.	10 %	Rs./-
2)	Agreed to be paid by the purchaser/s to the promoters within 12 (twelve) days from the date of execution of this agreement.	19 %	Rs./-
3)	To be deducted as TDS by the purchaser/s under the income tax act and agreed to be deposited by the purchaser/s with the concerned authority.	0.75 %	
4)	Agreed to be paid by the purchaser/s to the promoters on the completion of basement parking of the said building in which the said premises is situated.	15 %	Rs./-
5)	Agreed to be paid by the purchaser/s to the promoters on the completion of 1 st slab of the said building in which the said premises is situated.	5 %	Rs./-
6)	Agreed to be paid by the purchaser/s to the promoter on the completion of 3 rd slab of the said building in which the said premises is situated.	4 %	Rs./-
7)	Agreed to be paid by the purchaser/s to the promoter on the completion of 5 th slab of the said building in which the said premises is situated.	4 %	Rs./-
8)	Agreed to be paid by the purchaser/s to the promoter on the completion of 7 th slab of the said building in which the said premises is situated.	3 %	Rs./-
9)	Agreed to be paid by the purchaser/s to the promoter on the completion of 9 th slab above the podium of the said	3 %	Rs./-

	building in which the said premises is situated.		
10)	Agreed to be paid by the purchaser/s to the promoter on the completion of all slabs of the building and OHWT/LMR in which the said premises is situated.	3 %	Rs./-
11)	Agreed to be paid by the purchaser/s to the promoters on the completion of walls and internal plaster of the said premises.	5 %	Rs./-
12)	Agreed to be paid by the purchaser/s to the promoters on the completion of sanitary fittings, staircases, lobbies up to the floor level of the said premises.	5 %	Rs./-
13)	Agreed to be paid by the purchaser/s to the promoters on the completion of external plaster and elevation of the building in which the said premises is situated.	3 %	Rs./-
14)	Agreed to be paid by the purchaser/s to the promoters on the completion of the external plumbing and terrace water proofing of the building in which the said premises is situated.	3 %	Rs./-
15)	Agreed to be paid by the purchaser/s to the promoters on the completion of lifts of the building in which the said premises is situated.	3 %	Rs./-
16)	Agreed to be paid by the purchaser/s to the promoters on the completion of water pumps and fire installation, of the building in which the said premises is situated.	3 %	Rs./-
17)	Agreed to be paid by the purchaser/s to the promoters on the completion of electrical fittings, of the building in which the said premises is situated.	3 %	Rs./-
18)	Agreed to be paid by the purchaser/s to the promoters on the completion of flooring and all other requirements as may be prescribed in this agreement of	3 %	Rs./-

	the building in which the said premises is situated.		
19)	On receipt of occupancy certificate / completion certificate of said premises by PCMC of the building in which the said premises is situated.	5.25 %	Rs./-
	<u>TOTAL</u>	<u>100 %</u>	<u>Rs./-</u>

“ANNEXURE - 9”

AMENITIES AND SPECIFICATIONS

➤	Flooring	800mm* 800mm Vitrified Tiles in Full premises 600mm* 600mm Anti-Skid Tiles in Washrooms & Terrace. 7ft high Designer Dado Tiles in Washrooms.
➤	Walls Plaster and Paint	AAC Block Masonry. Sand Faced External Plaster. Internal Wall & Ceiling in Gypsum Finish. OBD Paint Internal Finish Semi- Acrylic Paint External Finish Oil Paint for Window Grills
➤	Windows	Granite Framing on all sides of Windows. Powder Coated Aluminium Sliding Windows with Mosquito Mesh. Safety Grills for all Windows.
➤	Doors	Decorative Main Door both side laminated, Flush Doors for all bedrooms both side laminated. Terrace Door: Aluminum Sliding Door.
➤	Door frames	Laminated Plywood box frame. Toilets: Granite frame.
➤	Kitchen	L-shaped Granite Top Kitchen Platform with SS Sink and provision for Water Purifier and Exhaust Fan .
➤	Toilets	Concealed plumbing. Branded CP fittings. Branded make white colour sanitary ware. Provision for Exhaust Fan. glass partition in master toilet.
➤	Dado	Toilets: upto Lintel level. Kitchen: upto Lintel level.
➤	Electricals	Concealed Copper wiring. Modular Switches. MCB, DB and Earth Leakage Circuit Breaker (ELCB) for each flat. Electronic Fan Regulators for Fan Points
➤	Provisions	AC point in Bedrooms TV and Telephone Points in living and master bedroom. Washing Machine inlet/outlet plumbing provision with electrical point in dry balcony/balcony. Electrical point for Geyser in toilets.
➤	Facilities	Automatic Lifts for each wing with Generator Back up. Arrangement for water supply. Generator Back Up for common area and water pumps. Rain Water Harvesting. Sewage Treatment Plant

		Attractive Entrance Lobby. Fire Fighting System as per norms.
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AMENITIES -

- Open Space with landscape Garden
- Children’s Play area
- Terrace landscaping And Open Gymnasium
- Party Lawn

NOTE -

- 1) The aforesaid specifications and amenities are general and will be provided in the said premises as suitable in premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the promoters have any reservation as to its quality, then in such a case the Promoters shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) the agreed one.
- 2) Any additional specification or work will be charged extra by the promoters. No rebate will be given for cancellation or omission of any item or amenity.
- 3) The promoters reserve the right to amend / add / delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the purchaser/s.

“ANNEXURE - 10”

GENERAL RULES

❖ **VEHICLE ACCESS -**

- No taxis, rickshaws or similar vehicles will be allowed in the premises. School bus and similar vehicles not allowed inside the premises exception to this is medical emergency vehicles which must be allowed without delays.
- No pick up and drop off vehicles like call center vehicles allowed in premises.
- ID tags for maids, vendors and regular society staff is compulsory which they must wear while on premises and making entry and exit at security desk.
- Residents must cooperate with security agency's requests for identifying themselves.

❖ **EXTERNAL WALLS, ATTACHED TERRACES/BALCONIES ETC -**

- No pots on the terrace/balcony/window walls for safety and aesthetic reasons. The mud-stains from these pots ruin the exterior paint.
- No to put up or store pots, shoe-racks, decorative articles etc. in the common lobbies and common walls. All common areas must be kept free of personal belongings.
- No hanging of clothes on terrace/balcony/window railings and walls.
- Windows or wall mounted air condition units will not be allowed. Provisions for split A/C units are provided and such units must be mounted on designated spaces only after society approval in writing.
- No modification of exterior including terraces, balconies, walls and windows.
- Major electrical modifications like installing inverter for power backup will be allowed only after consultation and approval from our electrical consultant.
- Water heaters using gas will not be permitted.
- No fixtures on external walls like wall hung pots, ceiling hung swings/pots etc.
- No Owning and shades on the terraces or façade of wing.

❖ **RENTING / LEASING / SUBLETTING -**

- Renting or subletting to students or persons for hostel/group living purpose. Such group livings have known to create problems in many societies in form of nuisance values and security compromise.

❖ **CLUBHOUSE/ SWIMMING POOL -**

- No lifeguard will be provided hence the complete liability rests on the user of the swimming pool.
- Guest charges for using pool and clubhouse facilities may be applicable.
- Charges for using clubhouse for personal parties and events will be applicable.
- No late night parties (up to 11:00 pm max). No loud music.

❖ **GENERAL HYGIENE AND SAFETY -**

- Attached terraces and balconies are designed with specific load calculations. Do not use them for storage purpose.
- Pets cannot be taken out into premises for defecation/urination purpose.
- No smoking in common areas like clubhouse, staircase lobbies, foyer, parking areas, etc. No consumption of alcohol or any like substances in the common areas.
- Driving speed on internal roads not to exceed 25 km/hr.
- Follow all the driving signs in the complex
- To buy individual portable fire extinguisher type ABC (multipurpose) and keep it handy in your kitchen for your own safety.

❖ **WASTE MANAGEMENT -**

- Garbage collection timings are restricted from 7.00AM to 10.00 AM due to hygiene reasons.
- Mandatory to segregate wet and dry garbage.
- Residents to segregate recyclable items like paper, aluminum and metal cans, glass bottles/jars etc.

❖ **INTERNAL MODIFICATIONS -**

- Internal changes are best carried out while your premises is under constructions. You will be given sufficient time to request such changes. A separate guideline relating to internal changes is available with engineer-in-charge of the site. If you ever decide to do any changes in your premises after it has been handed over to you it is very important that you use well qualified and skilled agency to do such modifications again keeping the guidelines in mind. A poorly executed job may lead to more problems for you, your neighbors and others purchaser/s.

“ANNEXURE - 11”

**Copy of the power of attorney of the person/s
admitting the registration on behalf of the promoter**

“Annexure - 12”

Copy of the Photo Identity of the promoter and the purchaser/s