

AGREEMENT TO SALE

THIS AGREEMENT TO SALE IS MADE AND EXECUTED AT PUNE ON THIS
_____ DAY OF _____ 2017.

BETWEEN

B.U.BHANDARI ERANDWANA AOP

An AOP having its Office at : 1182/1/3, 1st Floor, F.C.Road, Shivajinagar, Pune 05

PAN NO.- AACAB9561G

Through its Authorized Person :

1) SHRI. MANEKLAL BABULAL BHANDARI

Age – 78 years, Occupation – Business,

PAN NO.- AARPB9091K

Through his Power Of Attorney Holder

SHRI. RAJNISH MANEKLAL BHANDARI

Age – 56 years, Occupation – Business,

2) M/s. B.U.BHANDARI LANDMARKS

A Partnership Firm, registered under the Indian Partnership Act, 1932, having its Office at : 1182/1/3, 1st Floor, F.C.Road, Shivajinagar, Pune 05

PAN NO. AABFB1769N

Through its Partners :

1) SHRI. RAJNISH MANEKLAL BHANDARI

Age – 56 years, Occupation – Business,

and / or

2) SHRI. ANUJ MANEKLAL BHANDARI

Age – 53 years, Occupation – Business,

Address at 1182/1/3, 1st Floor, F.C.Road, Shivajinagar, Pune 05.

hereinafter referred to or called as the " **PROMOTER/ BUILDER/ DEVELOPER**".

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present partners and the partners from time to time constituting the said firm and their survivors or survivor and the heirs, executors, administrators and assigns)

.....OF THE FIRST PART.

AND

1) Shri./Smt./Ms. _____

Age - _____ years, Occupation - _____

R/at _____

PAN NO. _____

2) Shri./Smt./Ms. _____

Age - _____ years, Occupation - _____

R/at - _____

PAN NO. _____

Hereinafter referred to or called as the **"PURCHASER/S/ALLOTTEE"**.

(which expression unless repugnant to the context or meaning thereof shall mean and include the purchaser/s alone and not nominee/assignees but in case of death of the purchaser the said expression shall mean and include his/her/their heirs, executors and administrators)

..... OF THE SECOND PART.

AND

SHRI. MANEKLAL BABULAL BHANDARI

Age – 78 years, Occupation – Business,

Through his Power Of Attorney Holder

SHRI. RAJNISH MANEKLAL BHANDARI

Age – 56 years, Occupation – Business

Address at 1182/1/3, 1st Floor, F.C.Road, Shivajinagar, Pune 05.

Hereinafter referred to or called as the **"Owner"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the present partners and the partners from time to time constituting the said firm and their survivors or survivor and the heirs, executors, administrators and assigns)

..... OF THE THIRD PART.

Hereinafter "CONSENTING PARTY"

HISTORY OF THE LAND BEARING CTS NO. 55/23

WHEREAS

- 1) The Land bearing final Plot No. 82, Sub-Plot No. 23 admeasuring about in length from east-west 108 and in width from north-south 102 feet in area 1023.41 Sq.mtrs (As per Property card area is 1021.82 Sq.mtrs.) i.e. 11016 Sq.ft. more or less situated at C.T.S. No. 55/23, Village Erandawane, Pune (herein after referred as to **"The Said Property"** **which is more particularly described herein after in Schedule – I-A**) was originally owned by M/s. Vishwanath Balaji & Vishnu Balaji Gokhale. Said M/s. Vishwanath Balaji & Vishnu Balaji Gokhale sold the said property to Shrimant Mrs. Rani Kamalaraje Dhundiraj Bhalerao by registered Sale Deed. The said Sale Deed is registered with the Sub-Registrar, Haveli No. II at Serial No. 205/1942 dated 07/03/1942. By the virtue of the said Sale Deed Shrimant Mrs. Rani Kamalaraje Dhundiraj Bhalerao became the owner of the said property.
- 2) As the owner of the said property, Shrimant Mrs. Rani Kamalaraje Dhundiraj Bhalerao sold the said property to Shri. Dattatraya Rangnath Chikte on 18/12/1946 by a registered Sale Deed. The said Sale Deed is registered with the Sub-Registrar, Haveli No. II at Serial No. 1820/1946 dated 18/12/1946. By the virtue of the said Sale Deed Shri. Dattatraya Rangnath Chikte became the owner of the said property.
- 3) As the owner of the said property, Shri. Dattatraya Rangnath Chikte had decided to sell the said property to Shri. Motiram Gajanan Desai, Dr. Mrs. Lanibai Motiram Desai. Accordingly Shri. Dattatraya Rangnath Chikte sold the said property to Shri. Motiram Gajanan Desai, Dr. Mrs. Lanibai Motiram Desai on 16/12/1947 by a registered Sale Deed. The said Sale Deed is registered with the Sub-Registrar, Bombay at Serial No. 6350/1947 dated 09/01/1948. By virtue of the said Sale Deed the names of Shri. Motiram Gajanan Desai, Dr. Mrs. Lanibai Motiram Desai were mutated to the property card as the owners of the said property on 17/05/1948.
- 4) As the owners of the said property, Shri. Motiram Gajanan Desai, Dr. Mrs. Lanibai Motiram Desai had decided to sell the said property to Shri. Maneklal Babulal Bhandari and hence they had executed a Sathekhat on 07/08/1962 related to the said property in favour of Shri. Maneklal Babulal Bhandari. Thereafter, Shri. Maneklal Babulal Bhandari through his advocate Shri. Shripad Kashinath Vaidya had published a Public Notice dated 14/11/1962 in daily newspaper Sakal on 19/11/1962 and

invited objections from the person/s if any related to the said property.

- 5) After the Notice period mentioned in the notice dated 14/11/1962, said Shri. Motiram Gajanan Desai, Dr. Mrs. Lanibai Motiram Desai as the owners of the said property sold the said property to Shri. Maneklal Babulal Bhandari on 29/11/1962 by a registered Sale Deed. The said Sale Deed is registered with the Sub-Registrar, Bombay IR at Serial No. 3475/1962 dated 20/08/1963. By the virtue of the said Sale Deed the name of Shri. Maneklal Babulal Bhandari was mutated to the property card of the said property on 24/08/1964. Thereafter, Shri. Maneklal Babulal Bhandari had constructed a bungalow on the said property as per the sanctioned plan dated 22/10/1977.
- 6) In this way Shri. Maneklal Babulal Bhandari is the absolute owner of the said property and has right, title and interest in the said property.
- 7) Then after the owner has decided to develop the said property and hence the said property referred as stock in trade. The owner has appointed an architect for development of the said property. But the owner has come to know that he alone cannot develop the said property.
- 8) Then after By Articles of Agreement dated 20/03/2015, Shri. Maneklal B. Bhandari and M/s B. U. Bhandari Landmarks have entered into associations of person (AOP) for carrying on the business of development and construction of the said Property under project name "VASANT" and style of B.U. Bhandari Erandwana AOP.
- 9) Shri. Maneklal Babulal Bhandari has purchased a T.D.R. admeasuring about 9.29 Sq.mtrs. out of 1468.667 Sq.mtrs. and 382.14 Sq.mtrs. out of 1279.118 Sq.mtrs. from M/s Kedar Associates through its partners Shri Suryakant N. Nikam to load the said area upon the said property. The said Agreement and Transfer Deed are registered with the Sub-Registrar, Haveli No. 19 at Serial No 3469/2015 and 221/2016 resp. dated 10/04/2015 and dated 05/01/2016. The said T.D.R. is carved out of D.R.C. bearing No. 004277 & 004377 respectively of Pune Municipal Corporation. As per the said registered Deed of Assignment related to the said T.D.R. the name of Shri. Maneklal Babulal Bhandari is mutated on the D.R.C. Certificate bearing No. 004277. M/s Kedar Associates through its partners Shri Suryakant N. Nikam has also executed Deed of

Correction related to the total area mentioned in document reg. no. 221/2016 which is registered in the office of Sub-registrar Haveli No. 19 at Sr. no.978/2016 on 30/01/2016.

- 10) Shri. Maneklal Babulal Bhandari has purchased a T.D.R. admeasuring about 221.94 Sq.mtrs. out of 3024.83 Sq.mtrs. from M/s. Naiknavare Developers Private Limited, represented by its duly authorised signatory Mr. Ranjeet Dattaji Naiknavare through their Power of Attorney Holder M/s. Sancheti Associates Pvt. Ltd. through its Director Mr. Kishor B. Sancheti to load the said area upon the said property. The said Transfer deed is registered with the Sub-Registrar, Haveli No. 23 at Serial No. 234/2016 dated 08/01/2016. The said T.D.R. is carved out of D.R.C. bearing No. 004358 of Pune Municipal Corporation.
- 11) Shri. Maneklal Babulal Bhandari herein became the lawful owner and is in actual, vacant and peaceful possession of the said Property and B.U. Bhandari Erandwana AOP has right to carry out the development thereof as per the terms and conditions of the above said Memorandum dated 20/03/2015.
- 12) Shri. Maneklal Babulal Bhandari has also obtained revised sanction of layout and building plans from the Municipal Corporation of Pune vide Commencement Certificate No.CC/0095/15 dated 13/04/2015, CC/1868/16 dated 28/09/2016, CC/3801/16 dated 31/03/2017.

The aforesaid Promoters/Developers/Builders and owners have got the absolute right to develop the said property and to construct buildings thereon and to sell Flats to be constructed on the said property under development to the prospective purchasers.

AND WHEREAS the Promoters/Developers/Builders has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects; The Promoters/Developers/Builders have entrusted the work to Architect Milind Joshi and designing Architect Mr. Avinash Nawathe having their office at ANA,7th floor, Mantri Streling behind Manikchand Galleria, off S. B. Road , Shivajinagar , Pune -16, an Architect registered with the Council of Architects.

The Promoters/Developers/Builders have appointed G. A. Bhilare Consultants Pvt. Ltd., having their office at Gauri Nandan, Plot no. 13 Shantisheela Society, Law College Road, Pune-411004 as Structural Engineer for the preparation of the structural designs and drawings of the buildings and the Promoters/ Developers/ Builders accepted the professional supervisions of the said Architect and the said Structural Engineer till the completion of the said buildings. It is hereby however clarified by the Promoters/ Developers/ Builders that they have right to change the said Architect and/or Structural Engineer and also to appoint any other Architect or Structural Engineer from time to time. However the Promoters/Developers/ Builders assure that the building will be completed under the supervision of a qualified Architect and a qualified Structural Engineer only.

The copy of certificate of title issued by the advocates of the Promoters/Developers/ Builders Mrs. Kanchan Akhtar, Advocate ,a copy of the extract of 7/12/Property Card showing the nature of the title of the owners and rights of the Promoters/ Developers/ Builders to the said property on which the Flat agreed to be purchased by Purchaser, commencement certificate, specifications and plan have been annexed hereto and marked as Annexures A, B, C, D, E.

The Promoters/Developers/Builders as Borrowers and the owners of the said property executed a Registered Mortgaged Deed dated 08/09/2017 in favour of Kotak Mahindra Investments Ltd., thereby availed loan facility and mortgaged the said property along with existing structure and future constructions of buildings including unsold flats/Units/shops under development. The said Mortgage Deed is duly registered with Sub-Registrar Haveli No. 19 at Serial No. 9607/2017 on 08/09/2017.

Kotak Mahindra Investments Ltd., has given permission that with due permission of the said Bank , the Promoters/Developers/ Builders/ Owners shall be entitled to sell the tenements in the proposed buildings of the properties under the development hereinafter written and also with the due permission of the said Bank and / or subject to the specific condition of deposit of sale proceeds for liquidating the dues under the said Collection Account allow the intending purchaser/s to avail loans

from the Banks / financial institutions against the security of first charge on such tenements. In such case the mortgage charge on such tenements shall be deemed to be release proportionately only to the extent of sale proceeds in respect thereof deposited in the Collection Account and the Charge hereby created and the properties under development shall ultimately continue to cover only on the tenements which remains unsold.

The Purchaser demanded from the Promoters/Developers/ Builders and the Promoters/Developers/Builders have given inspection to the Purchaser and Purchaser has seen , Inspected and understood all the documents of title relating to said property through their Advocate, all the terms and conditions of the all agreements in and between the Promoters/Developers/Builders, Consenting party and the respective Owners of the said property, the contents of the Commencement certificate, the plans, designs and specifications prepared by the Promoters /Developers/ Builders/Owners and then only has entered into this agreement with full knowledge of all the terms and conditions contained in the said agreement.

AND WHEREAS the Promoters/Developers/Builders is in the possession of the said Property for its Development under abovementioned Agreement of AOP.

AND WHEREAS by virtue of the Agreement of AOP mentioned herein above, the Promoters/Developers/Builders alone has the sole and exclusive right to sell the Flat/unit/Pent House in the said building/s to be constructed by the Promoters/Developers/Builders on the said Property and to enter into Agreement/s with the allottee(s)/s of the Flat / Unit/ Pent House to receive the sale price in respect thereof; Prior to making application aforesaid the Purchaser/ Allottee herein represented, assured and declare that he/she/they is/are entitled to and otherwise not debarred or disentitled from acquiring a Flat under provisions of Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. **XXIV** of 1960).

Relying upon the said declaration/ application and agreements the Promoters/Developers/Builders agreed to sell the Purchaser / Allottee a Flat/Unit / Pent House at the price and on the terms and conditions hereinafter appearing.

AND WHEREAS the Promoters/Developers/Builders has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers/Builders while developing the said Property and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoters/Developers/Builders has accordingly floated the ownership schemes on the said Property under name an style of "VASANT" comprising a building consisting of Residential units. Though Promoters/Developers/Builders herein has rights to develop the said Property, and is only subject matter of this agreement the said project shall be known as "VASANT" herein after referred as said project and shown in Annexure attached herein after.

AND WHEREAS Promoters/Developers/Builders have proposed to construct on the said project having one building of Five floors.

AND WHEREAS the Purchaser /Allottee has offered to purchase a unit / flat / Pent House bearing no.-----on the -----floor(hereinafter referred to as **"The Said Unit/ Flat"**)in said the building called "VASANT" (Herein after referred to **as "The Said building"**) being constructed in the said Project,

AND WHEREAS the carpet area of the said Flat / Unit / Pent House is _____ square meter (_____ square fit) (as per circular no. MahaRera/ Secy/ File No. 27/84/2017 dated 14/06/2017, circular No.4/2017 and this area is inclusive of external walls adjoining to balcony / terrace and also including with plaster and skirting thickness), type Residential which is exclusive of Open/ Enclosed balcony area admeasuring carpet area ----- Sq/m. (----- Sq.Ft) and terrace area admeasuring carpet area -----Sq/m. (----- Sq.Ft) on ----- floor in building no. -----being constructed in the said project along with closed parking no. ----- admeasuring carpet area ----- Sq.m i.e. Sq.t - ----- in the -----(Location of the parking).

AND WHEREAS relaying upon the aforesaid application dated ----- , Promoters/Developers/Builders has agreed to allot and sell to the purchaser the said unit at the price mentioned herein after and on terms , condition , covenants , stipulations and provision herein after appearing.

AND WHEREAS prior to the execution of these presents the Purchaser / Allottee has paid to the Promoters/Developers/Builders a sum of Rs..... (Rupees) only, being part payment of the sale price of the Flat / Unit agreed to be sold by the Promoters/Developers/Builders to the Purchaser / Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoters/Developers/Builders both hereby admit and acknowledge) and the Purchaser / Allottee has agreed to pay to the Promoters/Developers/Builders the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. -----
-----;

AND WHEREAS under section 13 of the Real Estate Regulation and Development Act , 2016 , the Promoters/Developers/Builders is required to execute a written Agreement for sale of said Flat / Unit to the Purchaser /Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS notwithstanding anything stated in any other document / allotment/ Letter given or communicated with the allottee any time prior , this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said unit agreed to be sold to the allottee .

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS this agreement does not preclude, diminish the rights any financial institutions, fund, registered money lender for which finance has been taken for the said project and the same can be claimed by them under the statutory claims and that this does not in any way affect the right of the allotted in respect his/her unit in the said project.

AND WHEREAS the parties relying on confirmations, representations and assurances of each other to faithfully abide all the terms, conditions and stipulation contend in this agreement and all applicable laws are now willing to enter in to this agreement on the terms and conditions appearing herein after.

AND that the Allottee has not given any third party any rights to enforce this agreement unless the said unit is transferred to them.

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

1) DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoters/Developers/Builders declare that the said property is free from all encumbrances and charges and the Purchaser on perusal of independent title search is fully satisfied about the marketable title and rights of the Promoters/ Developers/Builders and Owners in respect of the said building to be constructed. The Promoters/Developers/Builders hereby agree that they shall before handing over possession of the Flat/ Pent House to the Purchaser and

in any event before execution of a conveyance of the said Building / Phase in favour of the Co-Op. Society to be formed by the Promoters/Developers/Builders of Flat in the building to be constructed on the said Property (hereinafter referred to as "**The Society**") make full and true disclosure of the nature of their title to the said Property and the buildings as well encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and building and shall as far as practicable, ensure that the said Property and buildings are free from all encumbrances and that the Promoters/Developers/Builders have absolute clear and marketable title to the said property and buildings so as to enable them to convey to the said Society such absolute, clear and marketable title on the execution of a conveyance of the said Building/ Phase by the Promoters/Developers/ Builders in favour of the said Society.

2) ALTERATION AND MODIFICATION OF SANCTIONED BUILDING PLANS :

The Promoters/Developers/Builders shall construct the building consisting of Five floors and having 25 numbers of residential units in the said Project in accordance with the plans, designs & specifications approved by the concern local authority from time to time.

Provided that The Promoters/Developers/Builders shall have to obtain prior consent in writing of the Purchaser / Allottee in respect of variations and modifications which may adversely affect the Said Unit / Flat of the Purchaser/ Allottee except any alteration / modifications / additions in the sanctioned plans, layout plans, specifications of the building or common area of the building / phase which are required to be made by The Promoters/Developers/Builders in compliance of any direction or order etc. issued by , the competent authority or statutory authority, under any law of the State or Central Government , for the time being in force. The Promoters/Developers/Builders may also make such minor additions and alterations as may be required by the Purchaser/ Allottee.

3) CONSIDERATION AND PAYMENT INSTALLMENTS:

The Purchaser/Allottee hereby agrees to purchase from the Promoters/Developers/Builders and the Promoters/Developers/Builders hereby agrees to sell to the Purchaser Flat/ Pent House No. _____ in Building on the said property having carpet area admeasuring carpet area about _____ Sq.mtrs. (_____ Sq.ft.) as shown in the floor plan hereto annexed and marked as Annexure "E", for the consideration of Rs. -----/- including the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly in the **schedule – II** annexed herewith. (Hereinafter referred to as **"The Said Flat/unit/Pent House"** particularly described in the **"Schedule-I - B"**)

The allottee hereby agrees to purchase from Promoters/Developers/Builders and Promoters/Developers/Builders hereby agrees to sell to the allottee Covered parking space bearing no. ----- situated at -----(basement & / Or Stilt and Or Podium) bearing constructed in the layout for consideration of Rs. ----- ---/- .Further that the purchaser shall not in the future raise any dispute about the suitability of the said parking space as constructed by the developer .

The total aggregate consideration amount for the said unit including parking spaces is thus Rs.-----/-(This is inclusive of expenses of society/ Federation formation, MSEDCL charges and Legal Charges).

which is more particularly shown delineated in red colour boundary line in "Annexure-E", annexed hereto, including common areas and facilities appurtenant to the premises the nature and extent and description of the common/restricted common areas and facilities which are more particularly described in the **"Schedule-II"** hereunder written. The sale of the said flat/unit/Pent House is on the basis of the carpet area only. The Purchaser consents for the same and is aware that the consideration is lumpsum excluding all expenses separately mentioned herein below such as service tax, VAT, GST expenses for stamp duty and registration fees, LBC, any present or

future taxes, cess, charges etc. which shall be paid by the Purchaser separately. The Purchaser is aware that due to skirting and variation in plaster the carpet area may varies, the variation approx. 3%. The carpet area of the said flat is taken as the total area of the flooring measured between wall to wall before plaster and shall include all rooms, kitchen, toilets, passages, enclosed balconies of the flat , area below doors, and vertical columns etc.

Before the execution and/or along with the execution of these presents .the Purchaser has paid to the Promoters/Developers/Builders a sum of Rs._____ (Rupees

_____) being part payment of the sale price, of the Flats agreed to be sold by the Promoters/Developers/Builders to the Purchaser, as booking amount /As earnest money deposit of application fee(the payment and receipt whereof the Promoters/ Developers/ Builders/ do hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoters/ Developers/ Builders balance of the purchase consideration of rupees - -----/- (Rs.-----) in the manner hereinafter appearing.

PAYMENT SCHEDULE OF THE FLAT / PENT HOUSE

- i) Rs._____ (10%) Amount paid at the time of the Booking of the said Flat.
- ii) Rs._____ (20%) to be paid at the time of execution of agreement.
- iii) Rs._____ (15 %) on the completion of the plinth.
- iv) Rs._____ (25 %) on the completion of slabs including Podiums and stilts of the building in which the said Flats /Pent Houses is located.
- v) Rs._____ (5 %) to be paid on the completion of the walls, internal plaster, flooring, Doors , and windows of the said Flats /Pent Houses.
- vi) Rs._____ (5 %) to be paid on the completion of

Sanitary fittings , Staircases ,lift wells ,
lobbies up to the floor level of the said
Flats /Pent Houses.

vii) Rs._____ (5 %)to be paid on the completion of the
external plumbing and external plaster,
elevation, terraces with water
proofing, of the building in which the said
Flats /Pent Houses is located.

viii) Rs._____ (10 %) to be paid on the completion of the
lifts, water pumps, electrical fittings,
electro, mechanical and environment
requirements, entrance lobby, plinth
protection, paving of areas appertain
and all other requirements as may be
prescribed in this agreement of sale
of the building in which the said Flats
/Pent Houses is located.

ix) Rs._____ (5%) balance amount to be paid at the time
of handing over of the possession of the
said Flats /Pent Houses to the Purchaser /
Allottee on or after receipt of occupation
certificate or completion certificate.

Rs. _____ (100%) TOTAL COST OF THE
===== FLAT/PENT HOUSE

The payment of any installments if made in advance shall be adjusted to
the next installments as mentioned above. No interest shall be paid by
The Promoters/Developers/Builders for such advance payments made by
the Purchaser/ Allottee or by the Housing finance companies/ bank etc.
on behalf of the Purchaser/ Allottee.

The Purchaser/ Allottee authorizes The Promoters/Developers/Builders
to adjust / appropriate all the payments made by him/ her / them under

any head of dues against lawful outstanding, if any, in his/ her/ their name as The Promoters/Developers/Builders may in its sole discretion deem fit and the Purchaser/ Allottee undertakes not to object / demand / direct The Promoters/Developers/Builders to adjust his payments in any manner.

The Purchaser herein is liable to pay T.D.S. amount upon the said total consideration of the said Flats at the time of registration of the said Agreement as per prevailing rate to the Promoters/Developers/Builders. The purchaser here by agrees and undertake to deposit the TDS deducted by him/her/them in the Government treasury as required under Income Tax act 1961 and furnish proof of payment at the time of payment of respective installment/at the time of registration agreement by issuing TDS Certificate. In event of the purchaser's failure to deduct and pay the Tax as aforesaid, then the purchaser alone will be liable to pay the interest and/or penalty as also for the prosecutions if any as per the provision of the Income Tax act 1961. The purchaser here by indemnify and keep indemnified saved, defended and harmless the Promoters/Developers/Builders in that behalf. The purchaser dose here by irrevocably and unconditionally agree and under take to execute and sign all such deed documents forms etc.as may be required by the Promoters/Developers/Builders to claim the benefit of the TDS. Payment by deduction of TDS under this agreement shall be acknowledged/ credited by the Promoters/Developers/Builders, only upon purchaser submitting original TDS certificate and amount mentioned in certificate matching with Income Tax department.

The Purchaser agrees to make payment of above mentioned payment installments / VAT/ Service Tax / such other levies, statutory charges within 7 days from the date of receipt of the letter/notice in writing given by the Promoters/Developers/Builders to the Purchaser calling upon the Purchaser to make the payment of installments or any other amount due under this agreement in time, is essence of this agreement. (The Total above excludes all types of Taxes)

The purchaser shall make the payment to the Promoters/Developers/ Builders by demand draft or by local cheques or can transfer the

amount by online transfer in favour of ----- payable at -----
----- only. If, the purchaser makes the payment by outstation cheques
then the date of the payment shall be treated as and when the same is
credited to the account of the Promoters/Developers/ Builders and to
the extent the same amount is credited by deducting the commission of
the bank. Payment of any installments if made, in advance shall be
adjusted to the installments as mentioned hereinabove. No interest shall
be paid by the Promoters/ Developers/ Builders for such advance
payments made by the purchaser or housing finance companies / banks
etc.

The Total consideration Price is escalation-free, save and except
escalations/increases, due to increase on account of development
charges payable to the competent authority and/or any other increase in
charges which may be levied or imposed by the competent authority
Local Bodies/Government from time to time. The Promoters/Developers/
Builders undertakes and agrees that while raising a demand on the
Purchaser/Allottee for increase in development charges, cost, or levies
imposed by the competent authorities etc., the Promoters/Developers/
Builders shall enclose the said notification/order/rule/regulation
published/issued in that behalf to that effect along with the demand
letter being issued to the Purchaser /Allottee, which shall only be
applicable on subsequent payments.

3a) MODE OF PAYMENT :-

Subject to the terms of the Agreement and The
Promoters/Developers/Builders abiding by the construction milestones
(not valid in special cases where specific date are mentioned), the
Allottee shall make all payments, on demand by The
Promoters/Developers/Builders, within the stipulated time as
mentioned in the Payment Plan through A/c payee Cheque /demand
draft or online payment (as applicable)in favour of `-----
-----' payable at----- .

4) USE OF FSI/TDR/FAR:

The Promoters/Developers/Builders hereby declare that the Floor
Space Index available as on date in respect the project is **1** only and

The Promoters/Developers/Builders has plan to **utilize 1021.82 sq. mtrs.** as FSI available on payment of premiums or FSI available incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said project. The Promoters/Developers/Builders has disclosed the floor Space Index of ----- as proposed to be utilized by him on the project land in the said project land Allottee has agreed to purchase the said unit based on the proposed construction and sale of units to be carried out by The Promoters/Developers/Builders by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to The Promoters/Developers/Builders only.

5) RIGHT OF CONSTRUCTION LOAN :

It is hereby expressly agreed between the parties hereto that the Promoters/ Developers/Builders shall be entitled to borrow construction loan, at his own cost and risk, from any person or party including any banking / financial institutions and for that purpose to mortgage the said property / building/s and / or the entire construction work put up or to be put up thereon or any part thereof and such charge shall be cleared by the Promoters/Developers/Builders before conveyance to the Purchaser.

6) NAME OF THE ENTIRE PROJECT:

The Purchaser along with other purchasers of Flat/ Pent House in the building shall join in forming and registering the Society and the entire project of the society area shall always be known by the name **"VASANT"**.

7) FORMATION OF SOCIETY

To have the maintenance of building and common facilities more conveniently, there will be one society which will be formed by The Promoters/Developers/Builders. The Promoters/Developers/Builders will submit the application to registrar for the registration/formation of the society within Three month from the date on which Fifty One

Percent of the total numbers of Allottees in such building have booked their Unit and Unless prevented by the circumstances beyond the control of the Promoters/ Developers/ Builders/ Owners, it is agreed that the said Property along with the building/s constructed or to be constructed thereon shall be subjected to provision of Maharashtra Apartment Ownership Act 1970/ RERA, and the unit will be conveyed by Promoters/Developers/ Builders/ Owners herein as per provision of Real Estate Regulation Act, 2016.

While formation of the Society, if required by the Promoters/Developers/ Builders/ Owners, the purchaser shall sign all necessary documents, papers for the formation and registration of the society all the Flat purchaser in the building shall be duly fill in , sign and return this said documents , application , paper to the Promoters/Developers/ Builders/ Owners within seven days of the same being forwarded by the Promoters/Developers/ Builders/ Owners to the purchaser so as to enable the Promoters/Developers/ Builders/ Owners to register the society. The decision of the Promoters/ Developers/ Builders shall be binding on the Purchaser and the Purchaser shall not take any objection to the same. No objection shall be taken by the purchaser if any changes or modifications are made in the draft of byelaws or the memorandum and /or article of Association, if the same are required to be made by the Promoters/ Developers/ Builders as per their commitments to various persons/ Purchaser or any other competent authority as the case may be. This condition is the essence of the agreement.

7a) CONVEYANCE:-

The Promoters/Developers/Builders will submit the application to registrar for the registration/formation of the society within Three month from the date on which Fifty One Percent of the total numbers of Allottees in such building have booked their Unit.

The Promoters/Developers/Builders/Owners agrees to carry out and execute the conveyance of the said property along with the said building within three month from the date issue of Occupancy

certificate / completion certificate subject to all receivable amount received by The Promoters/Developers/Builders from all the Purchasers in the said building.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all others incidental and legal expenses demanded within the period mentioned in the demand letter, the Allottee authorizes The Promoters/Developers/Builders to withhold registration of the conveyance Deed in favour of their respective buildings/societies till full and final settlement of all dues and stamp duty and registration charges to The Promoters/Developers/Builders.

8) TERMINATION OF AGREEMENT :

On the Purchaser committing default in payment (whether before or after the delivery of the possession of the said flat on the due date of any amount due and payable by the Purchaser to the Promoters/Developers/Builders under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters/ Developers/ Builders shall be entitled at their own option either to recover the amount due along with interest @ prescribed as per Real Estate Regulation and Development Act 2016 and/or also have right to terminate this agreement.

Provided always that Promoters/Developers/Builders shall give notice of fifteen days in writing to the Purchaser/ Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies the breach or breaches mentioned by the Promoters/Developers/Builders within the period of notice then at the end of such notice period, Promoters/Developers/Builders shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoters/Developers/Builders, shall be at liberty to dispose of and

sell the Apartment/Flat to such person and at such price as the Promoters/Developers/Builders may in his absolute discretion think fit. The Agreement shall stand terminated at the expiration of the notice period if purchaser fails to remedy to breach within the notice period. It is hereby made specifically clear that in the above event of termination, execution and registration of deed of cancellation will not be necessary and the same is agreed and consented by the purchaser/s.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers/Builders shall refund to the Purchaser / Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoters/Developers/Builders) within a period of 30 Days of the termination, the installments of sale price of the unit which may till then have been paid by the Allottee to the Promoters/Developers/Builders but the Promoters/Developers/Builders shall not be liable to pay to the Allottee any interest on the amount so refunded.

Provided that the Purchaser is aware that depending upon various promises and assurances given by the purchaser, the Promoters/Developers/Builders has incurred and shall incur the expenditure and will make commitments to the third parties and therefore, in the event of cancellation of the Agreement by the Purchaser for any reason whatsoever, the Promoters/ Developers/ Builders in addition and without predicate to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore, in the event of this Agreement being cancelled by the Purchaser for any reason whatsoever, the Promoters/Developers/Builders shall be entitled to retain, withhold and forfeit a minimum **amount of 10% of** the total agreed consideration to cover opportunity lost and towards administration and other expenses etc. from and out of the amount until then paid by the Purchaser to the Promoters/ Developers/ Builders and the Promoters/Developers/ Builders shall be liable to repay only the balance amount (if any) from the amount received by

the Promoters/ Developers/ Builders. Thus in case of termination of this agreement for any reason, taxes such as stamp duty, registration fee, LBC, LBT, service tax, VAT, GST etc. already paid / reimbursed shall not be refunded by the Promoters/Developers/Builders to the purchaser/s. In case of such termination the Promoters/Developers/Builders shall be entitled to deal with the said unit with any prospective buyer. Delay in issuance of any remainder/s or notices from the Promoters/Developers/Builders shall not be considered as waiver of the Promoters/Developers/Builders absolute right to terminate this agreement.

Without prejudice to the rights of the Promoters/Developers/Builders under this agreement, the Purchaser agrees to pay to the Promoters/ Developers/ Builders interest as per State Bank Of India highest marginal cost of lending rate plus 2 % per annum on all the amounts which become due and payable by the Purchaser to the Developers / Builders under the terms of this agreement from the date the said amount is due and payable by the Purchaser to the Promoters/Developers/Builders.

The purchaser even otherwise agrees for execution and registration of cancellation deed immediately. If the said deed of cancellation is not executed and registered by the purchaser, the Promoters/ Developers/ Builders shall have right to execute and register the deed of cancellation from its side by executing and registering the declaration and same will be binding on the purchaser. If the Promoters/Developers/Builders does not execute deed of cancellation even then this agreement will deemed to be cancelled. The Purchaser will have right only on remaining amount and that also after deducting amount payable as per the terms of the agreement. Except this amount the purchaser will have no right on the said flat/ unit nor purchaser/s claim any right on the same in future also and purchaser herewith agrees for the same.

If the purchaser has taken loan from any bank, financial company, institute, etc. then in case of termination or cancellation of the said flat/ Pent House by Promoters/Developers/Builders, the consent from

the said bank, financial company, institute, etc. for resale of the said flat/ unit/Pent House will not be required subject to that the loan amount which has been disbursed from the financial company to the promoter shall be paid by the Promoters/Developers/Builders (without any interest or penalty thereon), to the bank, financial company, institute, etc. directly after receiving the sale amount from the new purchaser and after deducting the amount as mentioned in the agreement towards loss, damage, administration charges, interest on delayed payment etc. (10% of the sale amount). The unit/ flat/Pent House purchaser shall make aware of this clause to the financial company by separate letter. In case of the cancellation of the said flat/ unit/Pent House, the Promoters/Developers/Builders shall not be responsible and not be liable for refund of stamp duty, registration fees or any charges paid to the Government against this flat. The purchaser irrevocably agrees to the same.

Promoters/Developers/Builders at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoters/Developers/Builders shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoters/Developers/Builders has opted not to terminate the agreement, the Promoters/Developers/Builders shall not be liable to refund the amount. Also, the Promoters/Developers/Builders may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoters/Developers/Builders receives concrete offer for re-sale of the flat/Pent House so that after termination Promoters/Developers/Builders will be able to execute the agreement with the new purchaser/s.

9) FIXTURES, FITTINGS AND AMENITIES :

The fixtures, fittings and amenities to be provided by the Promoters/Developers/ Builders in the said building and the Flat/Pent House are those that are set out in "**Annexure -D**" annexed hereto. The purchaser agrees not to demand any changes in the plan or

specifications of the said flat/ unit/Pent House annexed herewith. Promoters/ Developers/ Builders shall not refund any amount for deleting any items of specifications and amenities on request of the purchaser/s.

10) COVENANT TO SALE :

The said flat /Unit/Pent House is agreed to be sold subject to :

- a) Any scheme or reservation affecting the said property or any part or parts thereof made or to be made by any Authority concerned including the terms, stipulations and conditions contained in the Agreement/s relating to the said property.
- b) Any relevant and necessary covenants as may be stipulated by the Promoters/Developers/Builders for the more beneficial and optimum use and enjoyment of the said property (i.e. the said property together with the building thereon) in general and for the benefit of any or any part thereof including the absolute use and utilization as herein stated as to construct and sale for the benefit of any enhanced FSI / FAR or to absorb, consume the TDR rights acquired on any portion/s of the said property.
- c) All rights of water, drainage, water course, light and other easements and/or quasi easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, pathways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Developers/Builders shall not be required to show the creation of or define or apportion any burden, hereof.
- d) All the terms and conditions ensuring the benefit of the said person/s as contained in the Agreement/s made between them and / or the Promoters/ Developers/ Builders, that is the said Order/s passed under the Ceiling Act, Order of layout and / or sub-division relating to the said land, Order of conversion, any other orders relating to the said property and all terms and conditions stipulated by the

Promoters/Developers/Builders in respect of the common areas and facilities and amenities to be provided for the benefits of the said property.

- e) Provided that the Promoters/Developers/Builders does not in any way affect or prejudice the right/s hereby granted in favour of the Purchaser in respect of the said flat/unit, the Promoter shall be liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire land or under this agreement or in the said building/s.
- f) The Promoters/Developers/Builders shall be entitled to allot by way of lease or license any portion of the said property to any Government / Semi Government / Local authority / MSEDCL. or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V. etc. The Purchaser shall not be entitled to raise any objection or grievance about the same.

11) DELIVERY OF POSSESSION :

The Developers / Builders/Promoter herein shall give the possession of the Flat /Unit/Pent House to the Purchaser on or before 31 December 2021 (excludes the possession of common facilities and amenities mentioned herein after)_subject to binding of all other terms and conditions mentioned in this agreement and the conveyance deed shall be executed as per Clause No. 7 mentioned hereinabove. If the Promoters/Developers/Builders fails or neglects to hand over the possession of the Flat for any reasons except under force measure by the aforesaid date or within the period mentioned under section 8 of the Maharashtra Ownership Flat Act 1963, and RERA, then the Promoters/Developers/Builders shall be liable on demand to the Purchaser , in case the Purchaser wishes to withdraw from the project, without prejudice to any other remedy available to return the amount already received by the Promoters/Developers/Builders in respect of the said Flat with the interest as per State Bank Of India Highest marginal cost of lending rate plus 2 % Per annum within 30 days from the demand raised by the Purchaser.

If the Purchaser demands refund as aforesaid, he/she shall not be entitled to any compensation, consideration premium or damages for cancellation and/or revocation of this agreement.

Provided that where if the purchaser does not intend to withdraw from the project, the Promoters/Developers/Builders shall pay the purchaser interest as per State Bank Of India Highest marginal cost of lending rate plus 2 % Per annum on all the amounts paid by the Purchaser, for every month of delay till the handing over the possession of the said flat.

Provided that the Promoters/Developers/Builders shall be entitled to reasonable extension of time for giving delivery of Flat/Pent House on the aforesaid date, if the completion of building in which the Flat/Pent House is to be situated is delayed on account of;

- i) Non-availability of steel, cement, other building material, water or electric supply.
- ii) War, civil commotion or act of God.
- iii) Any notice, order, rule, notification of Government and/or other public or competent authority, environment authority, authority under mines and minerals, collector, or any disputes or matter relating to the property pending determination by the Court or any other authorities.
- iv) Any unanticipated difficulty due to change in Government rules or objection from Government authority or other Government authority or other competent authorities.
- v) Delay in grant of any revise sanction of plan, plinth checking or environmental clearance, NOC / permission / licensee connection / installation of any services such as lifts, electricity, water connections, and meters to the project / flat, road NOC, fire NOC.
- vi) Delay in getting the completion certificate from PCMC, Pune because of the procedural hazards.
- vii) Delay or defaulting payment of dues by the purchaser under this agreement without prejudice to the right of Promoters/Developers/Builders to terminate this agreement.
- viii) Pendency of any litigation.
- ix) Any act beyond the control of Promoters/Developers/Builders.

- x) Non-availability of adequate labour for any reason.
- xi) Force majeure.
- xii) If any Government Body / Municipal Corporation/ or any Concern Authority delays to give or handover any permission/ clearance/ completion certificate or any relevant certificate for commencing or completing the said building/ project/ Society in absence of any fault on part of Promoters/Developers/Builders or in spite of a certificate by Architect in case of completion, in such case, such situation will be counted as a FORCE MAJEURE.

The Possession of the Flat /Unit/Pent House will be given to the purchaser of the Flat/Pent House only after clearing the Total cost of flat /Unit, MSEDCL & Other Charges, Maintenance Charges, Interest on due amounts delayed and unpaid installments, Extra Work Charges, if any, etc. The flat /Unit Purchaser shall obtain the Possession Letter from the Promoters/Developers/Builders otherwise without the Possession Letter, Possession will be treated as illegal.

The Purchaser shall pay all necessary amounts, advances, deposits, service tax, VAT, GST etc. and other dues under this agreement and take possession of the said flat within 15 days from intimation by the Promoters/Developers/Builders. In the event of failure on the part of the Purchaser to pay all amounts due and take possession of the said flat/unit/Pent House, without any reasonable cause, the Promoters/ Developers/ Builders shall be entitled, without prejudice to any other remedy available under this agreement or any enactment, and after giving a prior notice of fifteen days, to terminate the said agreement and sell the said flat to any other person entirely at the risk as to cost and consequences of the Purchaser.

11a) Schedule for possession of the Common amenities:-

The Promoters/Developers/Builders, assures to hand over possession of the said common amenities on conveyance of the said property to the said Society. The Allottee/s herein agrees and convey that he/she/they shall not be entitle to refuse to take the possession of the said Unit on the ground of non-completion of aforesaid common amenities.

That the allottees further agree that even where 'substantial completion' of works has been done and after receiving OC/ Completion Certificate from the competent authority possession of the said unit shall be given. That substantial completion would mean works done that do not affect his use or occupation of his unit and he can cohabit in the said unit. However if The Promoters/Developers/Builders is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against The Promoters/Developers/Builders.

12) OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/PLANING

AUTHORITY:

The Promoters/Developers/Builders hereby agrees to observe, perform and comply with all the terms , conditions stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoters/Developers/Builders shall before handing over possession of the said Unit to Allottee/s herein, obtain from the concerned planning /local authority / development controlling authority occupations and /or completion certificate in respect of the said Unit. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Unit until the completion certificate is received from the local authority and the Allottee has paid all dues payable under this agreement in respect of the said Unit to The Promoters/Developers/Builders and has paid the necessary maintenance amount /deposit, service Tax, VAT,GST and other taxes payable under this agreement of the said Unit to The Promoters/Developers/Builders.

However for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession

to the allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/building as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the unit sold or in the building done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves The Promoters/Developers/Builders from the same liability and specifically consent that on such act done, he shall waive his right to enforce the defect liability on and towards The Promoters/Developers/Builders.

13) DEFECT LIABILITY :

The Purchaser shall do all things that are necessary for getting the conveyance executed and shall take possession within a period of 15 days of the Promoters/Developers/Builders giving a written notice to the Flat /Pent House/unit Purchaser intimating that the Flat is ready for use and occupation.

Provided that if within a period of 5 years from the date of handing over the Flat/ unit to the Purchaser the Purchaser brings to the notice of the Promoters/Developers/ Builders any defect in the Flat / unit or the building in which the Flat / unit are situated or any unauthorized changes in the construction of the said buildings, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters/ Developers/Builders at their own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Promoters/Developers/Builders reasonable compensation for such defect or change.

Provided however, it is agreed that the Purchaser shall not carry out any alterations of whatsoever nature in the said Flat/Pent House/unit or in the fittings thereon in particular. It is also further agreed that the Purchaser shall not make any alterations in any of the walls, fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the

Promoters/Developers/Builders, the defect liability automatically shall become void. In case the Purchaser demands in writing any changes, additions, alterations in the construction amenities or facilities in excess of construction amenities and facilities shown in the **"Annexure-D"** the Promoters/Developers/ Builders in their absolute discretion may do so, provided the Purchaser pays in advance the additional amount demanded by the Promoters/Developers/Builders for providing such additions, alterations, changes in the construction amenity or facility. The decision of the Promoters/Developers/Builders regarding the price of such additions, alterations, modifications, changes etc. shall be final and the Flat purchaser shall not raise any objection or dispute in this respect. The Purchaser/s shall not damage, take support of any RCC members like RCC column, RCC beams or RCC slabs or make changes therein or affect the same in any manner. The Purchaser specifically agrees not to undertake any addition or alteration. The Purchaser also agrees not to change or alter position of the signage. No encroachment on atrium / passage / stair / etc. will be allowed. The Purchaser shall occupy / display his materials, within boundaries of his / her flat/unit/Pent House only. On no account goods are to over flow on common areas.

14) MEASUREMENT OF THE CARPET OF SAID FLAT /UNIT/PENT HOUSE:

The Promoters/Developers/Builders shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is completed and the completion certificate is granted by the competent authority, by furnishing the details the changes, if any, in the carpet area subject to a variations cap of three percent. The total price payable for the carpet area recalculated upon the confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit, then the Promoters/Developers/Builders shall refund the excess money paid by Allottee within 45 days with annual interest at the rate specified in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters/Developers/Builders shall

demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustment shall be made at the same rate per sq. mtrs. as agreed in this agreement. That in such case, the parties hereto agree that a nominated surveyor / architect as an expert be appointed mutually to take his expert opinion of measuring the said unit and submitting the said details.

15) USE OF THE SAID FLAT/ UNIT/PENT HOUSE:

The Purchaser intends to use the said Flat /Unit/ Pent House for purpose of residence only. The Purchaser may use the Flat /Unit/ Pent House for any other lawful purpose, which may be permitted by the Government Authority or any other competent authority from time to time.

16) RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoters/Developers/Builders has the exclusive right of allotment of the different parking spaces, gardens or terraces or open spaces to one or more person/s of their choice, and such person/s may be the owners or holders of Flat /unit. In case such persons to whom such terraces, parking spaces, garden/s or open space/s are allotted shall be admitted as Members of the Society. It is hereby agreed that the areas mentioned in "**Schedule-II**" shall be the common areas and facilities and the Promoters/ Developers/ Builders shall be entitled to declare all other areas as restricted or reserved areas and facilities and/or alienate and dispose off / allot other areas and facilities in such manner as the Promoters/ Developers/ Builders thinks fit.

The Purchaser shall not raise any objection in the matter of allotment or sale or remaining flat /unit/ Pent House etc. in the said property on the ground of nuisance, annoyance or inconvenience from any profession, trade or business, etc. that has been or will be permitted by law or by local authority.

The Purchasers shall have no claim save and except in respect of the said flat/unit/Pent House hereby agreed to be sold in to him/her/them and all common amenities, areas and facilities as described in Schedule-II herein below will remain the property of the

Promoters/Developers/Builders until the said property and building/s is/are transferred to the society. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on delivery of possession through ownership and effective control of scheme shall remain with Promoters/Developers/Builders.

The Promoters/Developers/Builders may allow display of advertisement and/or hoarding sites/neon signs, or allow erection of antennae or towers for cable/satellite television, wireless, mobile, cellular services, on the building and shall solely derive any benefits (including financial) accruing thereon.

17) TAXES AND OTHER LEVIES :

If at any time, after execution of this agreement the Central Government / State Government / Local Authority / Revenue Authority / any other authority / any court / Judicial authority / quasi judicial authority by way of any Statute / rule / regulation / notification / order / judgment / executive power, etc. levies any tax / duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund / betterment tax / sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, GST, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said flat / Pent House or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoters/Developers/Builders then reimbursed) by the Purchaser. The Purchaser hereby indemnifies the Promoters/Developers/Builders from all such levies, cost and consequences.

The parties hereto understand that there is some ambiguity relating to the payment of Service Tax / Value Added Tax (VAT) related to the transaction in this agreement, it is, however, agreed that the liability and responsibility to pay such Service Tax / VAT, penalties and interest thereon etc., shall solely be on the Purchaser. The Promoters/Developers/Builders/Owners shall not be liable and / or responsible for payment thereof. In the event, however if the

Promoters/Developers/Builders/Owners is constrained to pay any such amount, the Purchaser shall be liable to reimburse the same to the Promoters/ Developers/ Builders/Owners together with penalty (if any) and interest from the date of payment by the Promoters/ Developers/ Builders/ Owners. It is agreed that the Promoters/Developers/ Builders/Owners shall have the right to claim such amount along with other claims of compensation/ losses/ burden undergone / undertaken by him. It is further agreed that there shall always be a charge / lien on the said flat in favour of the Promoters/ Developers/ Builders/ Owners against the amount payable by the Purchaser to the Promoters/ Developers/ Builders/ Owners towards the Service Tax / VAT,GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties, etc. relating to this transaction.

The amount of service Tax payable with the respective installment is calculated on basis of service Tax applicable under Finance act 2015. The amount of service Tax shall be subject to revision as per the applicable rate of service Tax for the relevant installments. It is further agreed by the purchaser that, the purchaser shall before taking the possession the said flat pay the requisite amount of VAT/Service /TDS and any others Tax (If applicable) with interest and penalty if any on the said Taxes for construction /sale of the Flat/unit/Pent House by Promoters/Developers/Builders/Owners.

In addition to the above, the purchaser further agrees to pay goods and Service Tax (GST) upon effective introduction of GST in India in lieu of VAT and Service Tax by the Government of India as may be applicable on the transaction of transfer and sale of said flat/unit/Pent House by Promoters/ Developers/ Builders/Owners to purchaser.

The purchaser will not be entitled to possession of said flat/unit/Pent House unless all the Taxes are paid by him / her /them to the satisfaction of the Promoters/ Developers/ Builders as per statutory provision at the time of possession the said flat/unit/Pent House.

The Purchaser hereby agrees that in the event of any amount becoming due and payable to the State Government and/or Central

Government and/or Maharashtra State Electricity Distribution Co. Ltd. and/or any other authority by way of premium, transformer charges, betterment charges, development charges and deposits, or any payments of similar or other nature including bore well & pumps if required, in respect of the said property and/or building to be constructed thereon the proportionate share of the Purchaser in respect of the said amount shall be paid forthwith by the Purchaser to the Promoters/ Developers/ Builders. The Purchaser further agrees that the decision of the Developers / Builders in respect of the proportionate share of the Purchaser in the said amount shall be final and binding upon the Purchaser. The Purchaser further agrees not to raise any dispute about the same. In case of imposition of any tax/premium by any government, local authority or any other Competent Authority for the activities to be carried out as per the terms of this agreement the same shall be borne by all the Purchasers in the said building in proportion to the area of the Flat /unit/Pent House agreed to be purchased or in proportion to the price of the Flat/unit/Pent House to be purchased. And in determining the criteria of proportion and also proportionate amount the decision of the Promoters/Developers/Builders shall be final and binding on the Purchaser. The Purchaser hereby agrees to pay at the rate of tax made applicable from time to time on the total amount payable under the Agreement towards sales tax payable as per Maharashtra Sales Tax. The said amount shall be paid by the Purchaser to the Promoters/Developers/Builders before handing over of possession of the Flat /unit by the Promoters/Developers/Builders to the Purchaser.

If, the Central Government or State Government imposes / levies any current or future taxes on going project, future project such as Service Tax, VAT, GST or any other such taxes / charges to be paid on the sale of this flat/unit/Pent House etc., then the Purchaser hereby agrees and undertakes to pay such taxes or charges on the demand made by the Promoters/Developers/Builders. The Purchaser hereby agrees to keep a lien of such amount on the said flat, unit etc. till he/she pays the entire amount as demanded by the Promoters/Developers/Builders.

Allottees wef 1st July 2017 will have to pay 12% as GST on their balance payments as against VAT+ Service Tax of the Old Regime Pre 1st July 2017 for all existing Allottees who have purchased Unit prior to 01/07/2017, the final amount of relief on as per Sq.ft. basis shall be calculated at the end of the project, wherein the estimated final amount , best upon the estimated Pro- Rata input Credit , shall be paid to them at the time of possession. the prices mentioned as in the Allotment letter and the Agreement for Sale for customers booking after 01/07/2017 are inclusive of the additional costs in accordance with RERA and also accounts for the benefits vide computation of Input Credit TAX and the Promoter are under No obligations to make any concessions in the above agreed price.

18) MAINTENANCE:

There shall be common areas and facilities which are described in the Second Schedule hereunder written. Society will be the owner of the said property along with the said building and the common areas and facilities after the conveyance of the said building in favour of the said Society.

Accordingly, it is a liability of the Society to maintain the Society as well as the common facilities of the Society. Each and every purchaser shall use only his/ her allotted Car Parking and he/she will not claim in the Car park other than his/her allotted Car park. The maintenance of said car parking area shall be bourn by the Society.

As stated above for the purpose of organized maintenance of the said property and common areas and facilities common among the building including open spaces, transformers, internal roads, water tanks, rain water harvesting pits, genset, pump rooms, OWC, environment charges, Firefighting system if any etc., a society will be formed by all the unit purchasers.

Commencing a week after notice in writing is given by the Promoters/ Developers/ Builders to the Purchaser that the Flat/ Pent House is ready for use and occupation the Purchaser shall be liable to bear and pay from the date of completion certificate, irrespective of date of

possession all the taxes of the premises and also the proportionate share (i.e. in proportion to the floor area of the Flat/ Pent House) of common outgoings in respect of the said property and buildings, namely taxes, betterment charges or such other levies by the Collector of Pune or Pune Municipal Corporation or any other competent authority and/or Government, water charges, N.A. taxes, insurance premium, common lights, repair and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary for incidental to the management and maintenance of the said property and buildings.

Until the formation of the Society is formed and building transferred to it, the Purchaser shall pay to the Promoters/Developers/ Builders such proportionate share of outgoings as may be determined. The Purchaser shall pay maintenance charges towards "Annual Maintenance Charges" excluding the service tax if any, from the date of intimation, which is to be paid by the Purchaser in advance to the Promoters/Developers/Builders amounting to Rs. _____/- at the time of possession which will be deposited to the separate bank account towards the maintenance. Subsequently, the Promoters/Developers/Builders shall raise the maintenance charges at the rate of 10% or more per year as may be decided by the Promoters/Developers/ Builders till handing over the said maintenance work to the Society to be formed. The amounts so paid by the Purchaser to the Promoters/ Developers/Builders shall not carry any interest and remain with the Promoters/ Developers/ Builders until the Deed of Conveyance is executed in favour of the individual Society. The said advance shall be utilized only for the common maintenance of the building i.e. common security, common electricity, maintenance of common lift and pumps common and cleaning.

It is also agreed by and between the parties that, the Purchaser shall not hold responsible the Promoters/Developers/Builders, if any one or more Flat/ Pent House, makes default in payment of the maintenance charges to the Promoters/Developers/Builders and due to that the maintenance of the said proposed building is hampered. It is also

agreed between the parties that it is the bounded duty of all the members to maintain the building or buildings.

The Developers / Builders/Promoter shall maintain the building subject to the above terms till the formation of the society and handing over the said property to the the Society .

Each flat/unit/Pent House will have undivided share in the common areas and facilities within the Society. Each and every purchaser shall use only his / her Parking space and he/she will not claim in the parking space other than his/her allotted parking space. The maintenance of said parking area shall be borne by the respective Flat / Unit Owners.

After handing over all flats/Pent House to the society, the society will be liable to maintain the said building along with its common amenities and facilities and also liable to pay the charges towards environment department if any to maintain its certificates. The Promoters/Developers/Builders will not be held responsible or liable for any charges towards maintenance of Genset, Firefighting system and environment certificate.

It is agreed between the Promoters/Developers/Builders and the Purchaser that if one or more of such Flat/Pent House is not taken or acquired by any other persons other than the Promoters/Developers/Builders at the time of the conveyance of the property including building to be constructed on the property is executed by the Promoters/ Developers/ Builders as hereinafter provided, the Promoters/ Developers/ Builders shall be deemed to be owners thereof until such Flat/Pent House is not sold by him and shall have all the rights to dispose of unsold flats/Pent House and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold flats/Pent House, the Promoters/ Developers/ Builders or Owner herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any

amount under any head towards the share in the common expenses in respect of the unsold premises/flats.

In the event of the formation of the society of the building being formed and before the execution of conveyance in favour of the said Society by the Promoters/Developers/ Builders/ Consenting Party as mentioned in this agreement and before the sale and disposal of all the Flats/Pent House in the said buildings the powers and authorities of the society, formed shall always be subject to the rights of the Promoters/Developers/Builders herein provided in this agreement and also subject to overall control and supervision of the Promoters/ Developers/ Builders in respect of any of the matter concerning the said property and building, construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters/ Developers/ Builders shall have absolute authority and control as regards the unsold Flat/Pent House in the said building (including the Flat/Pent House in respect of which the booking agreements are cancelled and/or terminated by the Promoters/ Developers/Builders for any reason and at any stage) and the Promoters/Developers/Builders shall be entitled to sell or otherwise dispose of the same in any manner and on such terms and conditions and to such persons as the Promoters/Developers/Builders may in his absolute discretion deem fit and proper. The Society shall be bound to accept without payment of any consideration, premium or transfer fee of such unsold Flat/Pent House as its members as per the instruction of the Promoters/Developers/Builders.

It is specifically agreed between the Parties that even if the Society of building is formed and registered and conveyance completed, the Promoters/Developers/Builders and the consenting party shall and will not be liable or required to pay any transfer fee entrance fee, or any fee or charges under any head and also shall and will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold units. Also the allottees of such units shall be liable to pay maintenance from the date of allotment and

delivery of possession. The Promoters/Developers/Builders will bear the municipal assessment, if any payable and nothing else.

19) CONDITIONS FOR MAINTENANCE :

The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoters/Developers/Builders as follows;

- (a) To maintain the Flat at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.
- (b) Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the building in which the Flat is situated or storing of which goods, is objected to by the Collector or Pune Municipal Corporation or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or cause to damage the staircase common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- (c) To carry at his own cost all internal repairs to the said Flat and maintain the Flat in the same conditions, state and order in which it was delivered by the Promoters/Developers/Builders to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat which may be against the rules and regulations and bye-laws of the Government or Collectorate of

Pune or Pune Municipal Corporation and/or any other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the Collectorate of Pune or Pune Municipal Corporation and/or any other public authority.

- (d) Not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not cause or in any other manner damage to columns, beams, walls, slabs or R.C.C. parts or other structural members in the Flat without the prior written permission of the Promoters/Developers/Builders and/or the Society.
- (e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property or the building in which the Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said property or the building in which the Flat is situated.
- (g) Pay to the Promoters/Developers/Builders within seven days of demand by the Promoters/Developers/Builders his share of security deposit demanded by the Collector / Pune Municipal Corporation and/or any other authority and or Government for giving water, electricity or any other service connection to the building in which the Flat is situated.
- (h) To bear and pay increase in local taxes, water charges, insurance and such other levy's, if any, which are imposed by the Collector of Pune and/or Government and/or Pune Municipal Corporation and/or other

public authority, on account of change of user of the Flat by the Purchaser viz. user for any purpose other than for residential purpose.

- (i) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit factor of his Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Promoters/Developers/Builders under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Promoters/Developers/Builders, about his intention of transfer; Promoters/Developers/Builders discretion regarding the said transfer fees will be final from time to time.
- (j) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alternations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the Society and Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (k) Till a conveyance of building in which Flat is situated is executed the Purchaser shall permit the Promoters/Developers/Builders and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said property and buildings or any part thereof to view and examine the state and condition thereof.
- (l) It is specifically understood that the matters related to service providers such as security services, managerial services and other service appointed by the Promoters/Developers/Builders for the Society is entirely the responsibility and liability of the each society

and also apex body / ultimate body/federation / private trust / any other legal entity .

- (m) The Society has to handle all the financial and other matters with such service providers and the Promoters/Developers/ Builders shall not be financially liable towards the Society and/or the service providers.
- (n) The areas described in the "**Schedule-II**" hereto state common areas and facilities and which shall be for the more beneficial use and enjoyment in common with other Purchaser's. The Purchaser shall have no exclusive claim whatsoever in the same including all lobbies, staircases, lifts, which will always remain the property of that Society and the same shall be for the common use for of all the flat purchasers.
- (o) Nothing contained in THESE PRESENTS shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or upon the said property or the said building/s to be constructed thereon or in any part thereof. Such confirmation shall take place only upon the execution of the conveyance mentioned herein in favour of the Society.
- (p) The Purchaser should take a prior permission from Promoters/Developers /Builders before letting out his flat on rental basis or after the formation of the Society the Purchaser should take a prior permission from the said Society before letting out his/her flat on rental basis. The Purchaser is also under obligation to verify the person/s from Police to whom he/she/they is/are letting out his/her/their flat on rental basis and the said Police Verification Certificate should be submitted to the office of Developer / Builder/ Promotor or to the office of Society.

20) WAIVER NOT A LIMITATION TO ENFORCE :

Any delay tolerated or indulgence shown or omission on the part of the Developer/ Builder/ Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Developer/ Builder/ Promoter by the Developer/ Builder/ Promoter shall not be

construed as the waiver on the part of the Developer/ Builder/ Promoter of any breach or non-compliance of any of the terms and conditions, by the Developer/ Builder/ Promoter nor shall the same in any manner prejudice the rights of the Developer/ Builder/Promoter .

21) SPECIAL COVENANT:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat/Pent House /unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Developers /Builders/ Promoter until the said property and building is transferred to the respective Society hereinbefore mentioned.

Any delay tolerated or indulgence shown by the Promoters/ Developers/ Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Promoters/Developers/Builders shall not be construed as a waiver on the part of the Promoters/ Developers/ Builders or any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoters/Developers/Builders.

It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective unit purchaser/s of the Terrace Flat and such terrace spaces are intended for the exclusive use of the respective unit purchasers of the terrace flats/unit. The said terrace shall not be enclosed by the unit purchaser/s.

That the terrace space above the said building / flat, if allotted by the Promoters/Developers/Builders at their discretion shall not be a common area but shall belong exclusively to the Builders & Developers or to the flats purchaser/s of the flats to whom the same will be

allotted by the Promoters /Developers /Builders as per Promoters/ Developers/ Builders discretion and the said terrace space is intended for exclusive use of the said flat /unit purchaser/s. The said terrace shall not be enclosed by the said flat/unit purchaser/s.

After the possession of the Flat/Pent house / premises / building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipal Corporation or any statutory authority, the same shall be carried out by the Purchaser in co-operation with the Purchasers of the other flats in the said building at their own costs and the Promoters/Developers/Builders shall not be in any manner liable or responsible for the same.

The Purchaser undertake/s that if any Certificate, Order, No Objection, etc. is required to be produced by the Purchaser herein under any law and rules in force in any time, the same shall be produced by the Purchaser herein within the stipulated time.

The Promoters/Developers/Builders hereby will provide the common amenities, which are mentioned hereinafter. But, the Purchaser herein is under the obligation to use the said facility by obeying all the rules and regulations related to such a facilities. If, there is swimming pool in the said project provided as one of the facilities by the Promoters/Developers/Builders then each and every flat holder in the said project is under obligation to use lifeguard while using swimming pool of the Society. As the Promoters/Developers/Builders is providing a facility, but proper use of swimming pool will be sole responsibility of every flat holder. It is also mandatory that after the formation of society, the said Society should appoint a lifeguard for the facility like swimming pool.

22) REPRESENTATION:

The Purchaser has hereby irrevocably authorized and empowered the Promoters/Developers/Builders to prepare the revised layout and building plans of the said property and to submit the same to the requisite authorities and obtain their sanction and/or to revise the

plans and for the said purposes to sign all plans, applications, statements, consents, etc. without in any manner making the Purchaser liable for any costs or affecting his/her/their interest. It is made clear that no other specific permission/authority is required from the Purchaser / Society for this purpose.

The Purchaser hereby irrevocably authorizes and empowers the Promoters/ Developers/ Builders to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment and the decisions taken by the Promoters/Developers/Builders in this regard shall be binding on the Purchaser. The Promoters/Developers/Builders shall represent the Purchaser to do all the necessary things in all the departments of the Pune Municipal Corporation, Collector, Government, Semi-Government, MSEDCL, etc. and the same shall stand ratified and confirmed by the Purchaser herein. If for any reason the Promoters/Developers/Builders requires purchaser's personal representation in the form of signature then the Purchaser shall sign the same and shall not withhold the same for any reason whatsoever.

23) REGISTRATION :

The Purchaser undertakes to pay the stamp duty, registration charges or any other miscellaneous expenses required for completion of the document, besides the consideration as mentioned in Clause (3) hereinbefore.

The Purchaser shall present this agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoters/Developers/Builders will attend such office and admit execution thereof.

On the completion of the said building and on formation and registration of the Society of various Purchasers in the said building and on completion of all other formalities for executing a conveyance of the said property and building thereon in favour of the Society the Promoters/ Developers/Builders shall demand in writing the

Purchaser's share in stamp duty, registration charges and all other incidental expenses and charges, if any on conveyance, and/or any other document and/or instrument of transfer in respect of the said property and building thereon to be executed in favour of the Apartment as hereinabove mentioned in clause (7), within seven days from the date of the receipt of the notice the Purchaser shall deposit the above said sums with the Promoters/Developers/Builders without raising any objection of whatsoever nature about the same. On receipt of the aforesaid sums from all the Purchasers in the said Scheme the Promoters/Developers/Builders shall as early as possible execute the necessary conveyance and/or document and/or instrument of transfer mentioned in clause (7) hereinabove.

The Purchaser hereby agrees to bear and pay the stamp duty, registration charges and all other incidental expenses and charges in respect of this agreement, payment, receipt executed in pursuance of this agreement. The Promoters/ Developers/Builders shall not be responsible for payment of proper stamp duty and registration charges in respect of this agreement and/or any receipt or paper or document or deed executed in pursuance of this agreement.

24) RESTRICTIONS ON PURCHASERS:

The Purchaser agrees that he/she shall not be entitled to raise any objection to the occupiers of the other Flat in the said building to carry on any business and/or trade and/or profession and/or vocation or any other use of the other portion or part thereof of the property as has been or will be permitted by law of the Municipal Corporation, Government or any other Competent Authority.

The Promoters/ Developers/ Builders are solely entitled to the amenity plot of the said project / said layout for his own purpose. The flat /Unit Purchaser shall not object to the Promoters/ Developers/ Builders for developing, selling or making any changes in the said amenity plot.

And whereas the flat Purchaser agrees that the Promoters/ Developers/ Builders is entitled to acquire TDR and use the FSI of the same in the building/s complex proposed to be constructed or existing

building / s and deal with and dispose of the same for its benefits. The flat Purchaser further agrees that for the said purpose the Promoters/ Developers/ Builders is entitled to amend, to alter and to modify the building / s plans with or without modifications as and when Promoters/ Developers/ Builders feels necessary as per the provisions mentioned in RERA act.

The Specifications of the flat and the fixtures, fittings and the amenities to be provided by the Promoters/Developers/Builders to the said flat/unit or to the said buildings are described in the "**Annexure-D**" given herein below and the flat/unit Purchaser shall not be entitled to any extras. If any other extra fittings, fixtures or amenities are provided by the Promoters/Developers/Builders as per the request of the flat Purchaser, the flat Purchaser shall be bound to pay the extra price for such additions as per the bills of the Promoters/Developers/Builders. The bills raised by Promoters/Developers/Builders shall be final. The Promoters/ Developers/Builders shall be entitled to allot or grant rights of exclusive use of all or any of the limited / restricted common areas and facility to any of the flat Purchaser as the Promoters/Developers/Builders may determine and such area of facility so reserved for exclusive use by such flat/unit purchaser shall be restricted facility and area for the said flat/unit Purchasers and shall be available for use and enjoyment to the concerned flat Purchaser to the exclusion of the other flat Purchaser.

The Purchaser agrees that the Promoters/Developers/Builders shall be entitled to provide open space and or any part of the building to the M.S.E.D.C.L. for installation of Transformer or for any other purpose on such terms and conditions as the Promoters/Developers/Builders may in his absolute discretion think fit and the Purchaser shall not be entitled to raise any objection for the same on the ground of inconvenience, annoyance, safety or on any other ground and the Purchaser shall also not be entitled to any consideration, compensation, premium, damages, etc. for the same. The Purchaser agrees to give no objection certificate for the same if required by the

concerned authority. Proportionate share of expenses/ deposit for transformer and electric meter shall be borne by Purchaser.

Due to any reason if the electrical work is delayed and proper supply is not available to the flat Purchaser, in the interim period for the flat Purchasers convenience a few temporary or permanent meters will be availed for which the Purchaser shall have no complaints.

The Purchaser hereby agrees that the certificate of any Architect of the Promoters/Developers/Builders regarding the quality of construction and of specifications of the Flat and the building shall be binding upon him/her and the Purchaser shall not be entitled to raise any dispute about the same.

The Promoters/Developers/Builders herein is constructing building/ s on the remaining portion of the said property in phases. The flat Purchaser/s undertakes that he / she / they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner on construction of commercial / residential complex.

The flat Purchaser/s consents and authorizes the Promoters/Developers/Builders to utility and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme/buildings as and when they require to do so for carrying on further development.

The Promoters/Developers/Builders has made it clear to the flat Purchaser/s that the Pune Municipal Corporation has sanctioned the building plans on the condition that the Pune Municipal Corporation will not be liable/responsible to provide water supply in the said scheme/project. The Promoters/Developers/Builders undertakes and assures to provide water supply from other resources as per availability, till handing over the possession of the flat to the purchaser/s at the cost of the purchaser/s till the said scheme / building / project is completed and handed over to the Society. After the possession is handed over to the flat/ unit purchaser/s or to the

Society if Pune Municipal Corporation does not provide water to the flat Purchaser/s of the society in the project or scheme, in that case the flat/ unit purchaser/s, Association will make their own arrangement for water at their own cost. The flat Purchaser/s also declare and undertake to bring water from any source at their own cost and also undertake not to hold responsible in any way the Promoters/ Developers/ Builders for the water supply.

The Promoters/Developers/Builders has made it clear to the flat purchaser/s that after getting all the necessary NOC's and completion of work of building/s of the project, the Promoters/Developers/Builders will file an application to the Appropriate Authority of Pune Municipal Corporation for completion of the building/s. But, the Promoters/ Developers/ Builders will not be held liable if, there is delay for getting the said Completion Certificate from Pune Municipal Corporation.

Provided it does not in any way affect or prejudice the right of the Purchaser in respect of the said premises, the Promoters/Developers/Builders/Owners shall be at liberty to sell, assign transfer or otherwise deal with his right, title, and interest in the said property and/or in the building thereon.

25) COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 25.1 The Allottee , if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchanges Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide The Promoters/Developers/Builders with such permission, approvals which would enable The Promoters/Developers/Builders to full fill its obligations under this Agreement . Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank Of India or any other applicable law . The Allottee

understands and agrees that in the event of any failure on his /her part to comply with the applicable guidelines by the Reserve Bank of India , he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 25.2 The Promoters/Developers/Builders accepts no responsibilities in this regard. The Allottee shall keep The Promoters/Developers/Builders fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to The Promoters/Developers/Builders immediately and comply with necessary formalities if any under the applicable laws . The Promoters/Developers/Builders shall not be responsible towards any third party making payment / remittances on behalf any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and The Promoters/Developers/Builders shall be issuing the payment receipts in favour of the Allottee only.

26) SEPARATE ACCOUNT FOR SUMS RECEIVED

The Promoters/Developers/Builders shall maintain a separate account in respect of sum received by Promoters/Developers/Builders from the Allottee/s towards total consideration of the said flats and as advance or deposit, sum received on account of the share capital the formation of Co-operative society that may be formed towards the outgoings, legal charges etc.

Provided that Promoters/Developers/Builders shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules and regulations made there under.

**27) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agree to purchase the flat / Unit on the specific understanding that his / her right is to only to the use and unless

specifically allotted (limited) common areas/facilities, the use of the common areas/ amenities shall be subject to timely of total maintenance charges, as determine and there after billed by the maintenance agencies appointed or the association of the Allottee/s or the maintenance agency appointed by it and performance by the Allottee/s of all his /her obligation in respect of the terms and conditions specified by maintenance agency or the association of Allottee/s from time to time. That the list of things that would be covered under the maintenance head is clearly stated and which the Allottee/s has expressly agreed to pay for.

28) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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

That the allottees agree that they shall not object to any easement rights that need to be given to any person in and around the said project and shall nether object to any such proceedings of land acquisition undertaken by a government agency including any compensation / benefit given to The Promoters/Developers/Builders in turn for which no conveyance has occurred to the ultimate body expressly stated in this agreement and for which no consideration is specially dispensed by the allottee to The Promoters/Developers/Builders for the same ;save and except his right to enjoy and use the unit purchased by him and any other rights given by The Promoters/Developers/Builders to the allottee for which consideration has been dispensed.

29) SERVICES OF NOTICES :

All notices to be served on the Purchaser as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser, Under Certificate of Posting/By Courier at his/her/their address specified hereinabove.

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

30) ARBITRATION:

The parties hereby agree that in the event of there being any dispute by and between the parties hereto in respect of any of the terms and conditions herein contained as also in respect of any matter arising out of and/or touching upon these presents, and/or in regard to the carrying out of this Agreement, the same shall be referred to Arbitration.

31) ENTIRE AGREEMENT AND RIGHT TO AMEND

This agreement along with its schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements, whether written or oral, if any between the parties in regard to the said flat. This agreement may only be amended through written consent of the parties.

32) STAMP DUTY & REGISTRATION FEES :

This agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Mah. Act No. XV of 1971) and the rules made thereunder and will be always binding on Purchaser and Promoters/ Developers/ Builders and stamp duty for this is payable as per the Bombay Stamp Act, 1958.

33) SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under the act or the rules regulation made there under other applicable Laws , such provision of the agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of the agreement and to extent necessary to conform to act or the rules and regulation made there under or the applicable laws, as case may be , and remaining provisions of this agreement shall remain valid enforceable as applicable at the time of execution of this agreement.

CALCULATIONS FOR STAMP DUTY :

- i) Location: - Village Erandwane, Tal. Haveli, Dist. Pune.
- ii) Area of the Flat _____ Sq.mtrs (_____Sq.ft.) carpet area.
- iii) Exclusive right to use adjoining terrace having carpet area of _____ Sq.ft. _____ Sq.mtrs.
- iv) Exclusive right to use top terrace having carpet area of _____ Sq.mtrs. _____ Sq.ft.
- v) Exclusive right to use _____ covered parking slot.
- vi) Consideration Rs. _____
- vii) Market Value Rs . _____
- viii) As the market value of the Flat is less/more than the actual consideration therefore the proper stamp duty of Rs. _____ is paid thereon.
- x) Stamp duty paid Rs. _____
- xi) Registration fees paid Rs. _____

It is decided between both the parties hereto that if, any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Purchaser.

The Purchaser declares hereby that he/she/they has/have read and fully understood and agreed to the contents of this Agreement and thereafter the same has been executed by the Purchaser/s.

IN WITNESS WHEREOF the parties hereto have hereunder set and put their hands on the day and year first herein above written.

WITNESS :

Sign. :

Name :

Rajnish M. Bhandari

Address : **for Promoters/ Developer/ Builder and
For Owner / Consenting party**

Sign. :

Name :

Address :

PURCHASER/S

SCHEDULE-I-(A)

DESCRIPTION OF THE SAID PROPERTY

All that piece and parcel of final Plot No. 82, Sub-Plot No. 23 admeasuring about in length from east-west 108 and in width from north-south 102 feet in area 1023.41 Sq.mtrs (As per property card 1021.82 Sq.mtrs) i.e. 11016 Sq.ft. more or less situated at C.T.S. No. 55/23, Village Erandawane, Pune in the Registration Sub-District of Haveli, District Pune within the limits of Pune Municipal Corporation and bounded as follows:

- On or towards East : By Sub-Plot No. 24.
- On or towards South : By Road through final plot No. 82.
- On or towards West : By Plot No. 22.
- On or towards North : By Plot No. 85.

SCHEDULE-I-(B)
DESCRIPTION OF THE FLAT

Flat/Pent House/Unit bearing No. _____ on _____ floor,
admeasuring carpet area _____ square meter (_____ square fit),
type Residential which is exclusive open / enclosed balcony admeasuring
carpet area -----Sq/m. (----- Sq.Ft) and terrace
admeasuring carpet area -----Sq/m. (----- Sq.Ft) being
constructed in the said project **known as "VASANT"** along with parking no.
----- Admeasuring carpet area ----- Sq.m i.e. Sq.Ft -----
---- in the Lower Ground Floor / Upper Ground Floor and bounded as follows:

On or towards the East :

On or towards the South :

On or towards the West :

On or towards the North :

LOCATION :- Erandwane, Tal. Haveli, Dist. Pune.

SCHEDULE-II

(A) NATURE, EXTENT AND DESCRIPTION OF COMMON AREAS AND FACILITIES:

- 1) Staircase.
- 2) Underground water tank, pump and overhead water tank.
- 3) Drainage lines, water lines, and rain water lines / Gutter.
- 4) Common electrical Meter.
- 5) Lift with Generator Back-up.

(B) LIMITED AND RESTRICTED COMMON AREAS :

1. Terrace above the Building.
2. Parking spaces.

ANNEXURE 'A'

TITLE CERTIFICATE

PLACE : PUNE

DATE : -----

Sd/-

(Advocate)

ANNEXURE 'B'

ANNEXURE 'C'

ANNEXURE 'D'

Specifications

- Italian Marble in Living Room
- Wooden Flooring in Master Bed Room (Engineering Wood)
- Vitrified Tiles(800 x 800 mm) in all other rooms
- Designer flooring in bathrooms and attached Terraces
- Internal Gypsum finished walls (With back coat plaster)
- Modular kitchen with Hob and Chimney
- Granite Kitchen Platform with Stainless Steel Sink
- Colored glazed tiles dado up to lintel level except cabinet above kitchen otta
- UPVC windows with mosquito-mesh
- M. S. Safety grills for windows
- Electrical point for Split A/C in all Bed Rooms
- Concealed electrical wiring
- T.V. point in living room and all bed rooms
- Telephone point in Living room & all Bed room
- Backup for one light & one fan point in every room
- Glass partition in Toilets
- Colored glazed tiles dado up to Ceiling in all toilets
- Diverter in all toilets
- C.P. Fittings for toilets
- Sanitary ware in all toilets with wall hung commode
- OBD painting for internal walls

Amenities

- Decorative entrance lobby as per Architect design
- Automatic lift with generator backup
- Stainless steel Garbage Chute
- Fire Fighting system
- Rain water harvesting for top terrace
- Internal Paved drive way & Parking
- Mechanical Parking for selected Flats

Safety and Security System

- Video door phone for each flat
- LPG leakage detector
- Panic Alarm Switch
- Access control at Building Entrance level with intercom
- CCTV system for common areas

(Note :For agreement attachment, rates given by Purchase Dept.is enclosed)

1	Flooring				
A	Perticular / Area	Material	Specification / Make / Model	Estimate Rate	Unit
1	Flat Flooring/Skirting-Dining,Kitchen, Passage, Common Bed Room	Vitrified	Kajaria / Nitco 800x800	75	Sqft
2	Master Bedroom Flooring	Wooden Flooring		200	Sqft
3	Living Room Flooring With Entrance Lobby	Italian Marble		370	Sqft
4	Common Toilet Flooring	Ceramic	Kajaria / Nitco	45	Sqft
5	Common Toilet Dado	Color Glazed	Kajaria / Nitco	50	Sqft
6	Master Toilet Flooring	Ceramic	Kajaria / Nitco	45	Sqft
7	Master Toilet Dado	Color Glazed	Kajaria / Nitco	50	Sqft
8	Living Terrace Flooring	Ceramic	Kajaria / Nitco	45	Sqft
9	Window Sill	Granite		150	Sqft
10	Main Door Umbra Patti	Granite		150	Sqft
11	Kitchen Dado	Color Glazed	Kajaria / Nitco	50	Sqft
12	Wash Basin Dado	Color Glazed	Kajaria / Nitco	50	Sqft
13	Kitchen Platform Stone	Granite	Telephonic Black	180	Sqft
14	Attach Terrace flooring	Ceramic	Kajaria / Nitco	45	Sqft
B	Common Area Flooring				
1	Parking level Entrance Lobby Flooring/Skirting	Italian marble		370	sqft
2	Parking level lift lobby Flooring/Skirting	Italian marble		370	sqft
3	Parking Flooring	Paving Block	60mm	40	sqft
4	Parking Staircase Flooring	Granite	Steel Grey	150	sqft
5	1st Floor to Terrace Floor - Lift Lobby & Passage Flooring / Skirting	Vitrified	Kajaria / Nitco 600x600	65	sqft
6	1st Floor to Terrace Floor - Staircase Flooring / Skirting	Granite	Steel Grey	150	sqft
7	Front Lift Wall Clading	Stone		150	sqft
8	Side Margin Area	Paving Block	80mm	50	sqft
2	Door and Window				
A	Main Door				
i	Main Door Frame	Scantling Door Frame	Plywood + Pinwood	285	Rft
ii	Main Door Shutter	Flush Door With Vineer	Eco Particle Board	375	Sqft
		Cover Moulding	Vineer Cover Moulding	42	Rft

iii	Main Door Fittings				
		Night Latch	Europa	1500	Nos
		Main Door KIT	SS 2200 to 2400 Gram	1590	Nos
		SS Hinges 4"		46	Nos
		Nail 17/1		80	Kg
		Fevicol		170	Kg
B	Bed Room Door				
i	Bedroom Door Frame	Scantling Door Frame	Plywood + Pinwood	205	Rft
ii	Bedroom Door Shutter	Flush Door With Laminate	Eco Particle Board	250	sqft
		Cover Moulding	Laminated Cover Moulding	32	Rft
iii	Bedroom Door Fittings				
		Mortise Lock		1612	Nos
		Door Stopper		51	Nos
		SS Hinges 4"		46	Nos
		Nails 17/1		80	Kg
		Fevicol		170	Kg
C	Toilet Door				
i	Toilet Door Frame	Granite		150	sqft
ii	Toilet Door Shutter	Eco Friendly Door Shutter	Gel Lamination	246	sqft
iii	Toilet Door Fittings				
		Cylindrical Lock without Key		600	Nos
		Baby Latch		75	Nos
		PVC Gattu		10	Nos
		SS Hinges 4"		46	Nos
		Nails 17/1		80	kg
		Fevicol		170	kg
D	Terrace Door				
i	Living Room Terrace Door	Galvanised French Openable Door / Sliding Door		469	sqft
ii	Bedroom Terrace Door	Galvanised French Openable Door / Sliding Door		469	sqft
E	Windows				

i	Fixed Window	Upvc Material		500	sqft
ii	Building Entrance Door	Glass / Aluminium / Plywood			
3	CP and Sanitary				
A	Master Toilet				
		Flush Valve		2409	Nos
		Wall Hung Commode		3366	Nos
		Seat Cover		1122	Nos
		Health Faucet		900	Nos
		Wash Basin		1122	Nos
		Rack Bolt		105	Nos
		Pillar Cock		1000	Nos
		Waste Coupling		261	Nos
		Bottle Trap		853	Nos
		Shower Rose and Showar Arm		863	Nos
		Divertor		2810	Nos
		Angle Cock / Stop Cock		602	Nos
		Nahani Trap		57	Nos
		PVC Frame and Jali		50	Nos
B	Common Toilet				
		Flush Valve			
		Wall Hung Commode		3366	Nos
		Seat Cover		1122	Nos
		Health Faucet		900	Nos
		Wash Basin		1122	Nos
		Rack Bolt		105	Nos
		Pillar Cock		1000	Nos
		Waste Coupling		261	Nos
		Bottle Trape		853	Nos
		Shower Rose and Showar Arm		863	Nos
		Divertor		2810	Nos
		Angle Cock / Stop Cock		602	Nos
		Nahani Trap		57	Nos
		PVC Frame and Jali		50	Nos
C	Wash Basin Common Area				
		Wash Basin		1122	Nos
		Pillar Cock		1000	Nos

		Waste Coupling		261	Nos
		Bottle Trap		853	Nos
		Angle Cock / Stop Cock		602	Nos
		Connector Pipe		80	Nos
D	Kitchen Area				
		Sink Cock		1450	Nos
		Bottle trap 1 1/4"		853	Nos
		Outlet Pipe		30	Nos
		Steel Sink		2000	Nos
4	Major Material				
1	Cement OPC /PPC 50kg	Cement	OPC	340	Bag
2	White Cement 50kg	Cement	JK White / Birla White	1000	Bag
3	Steel Fe500	Steel	TMT Fe 500	42	Kg
4	AAC Block	AAC Block 4" to 9"	Ascolite / Siporex	3400	Cum
5	Crush Sand (artificial Sand)	Crush Sand		3700	Brass
6	Metal	Metal 20mm, 10mm		2760	Brass
7	Natural Sand	Sand	River Sand	9000	Brass
8	Flyash Powder 30kg	Flyash		90	Bag
9	Gypsum 25kg	POP and Gypsum	Ashtech / India Gypsum	200	Bag
10	UPVC/CPVC/SWR	Plumbing Material	Finolex / Astral	0	
11	Internal Paint	Paints OBD White 20ltr	Asian / Dulux / Sherwin	1500	Drum
12	External Paint	Paints Apex White 20ltr	Asian / Dulux / Sherwin	5100	Drum
13	Staircase Railing	SS Material	SS 304 grade	0	
14	Wiring Electrical	Electrical	RR Kable / Polycab	0	
15	Conduite Pipe	Electrical	Asian / Diamond	0	
16	MCB / Switch	Electrical	Legrand or equivalent	0	
17	Murum	Murum		1200	Brass
18	Rubble	Rubble		1800	Brass
19	Bricks 4" Flyash	Bricks		6	Nos
20	Bricks 6" Flyash	Bricks		8	Nos
21	Bricks 8" Flyash	Bricks		9.5	Nos
22	Bricks 4" Red	Bricks		6.5	Nos
23	Bricks 6" Red	Bricks		7.5	Nos
24	Binding Wire	Binding Wire		52	Kg
25	Shahabad Stone for Waterproofing Work	Rough Shahabad		22.5	Sqft
26	Bond It Chemical for	Chemical		160	Kg

	Gypsum				
27	Kadappa Stone S. Polish	Kadappa		36	Sqft
28	Kadappa Stone D. Polish	Kadappa		42	Sqft
	Note :- Rate variation of + or - 5% and inclusive at all taxes FOR site				

ANNEXURE 'E'