

AGREEMENT OF SALE

THIS AGREEMENT OF SALE made at Pune on this day of, 2017.

BETWEEN:

M/S. SUYOG DEVELOPMENT CORPORATION UNIT 12

A Partnership firm registered under the Indian Partnership Act, 1932.

Now reconstituted to -

SUYOG DEVELOPMENT CORPORATION UNIT 12 LLP

A Limited Liability Partnership incorporated under the
Limited Liability Partnership Act, 2008

having office at - Office No.27, Parshwa Building, Sujay Garden,
12 Mukundnagar, Pune 411 037.

PAN : AAYFS8508D

Through its Designated Partners -

MR. BHARAT KESHAVAL SHAH

Adult, Occupation : Business

OR

MR. KALPESH BHARAT SHAH

Adult, Occupation : Business

Office at - Office No.27, Parshwa Building, Sujay Garden,
12 Mukundnagar, Pune 411 037.

Hereinafter referred to as **THE OWNER / PROMOTER**

[which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said LLP, its partners, on the time being constituting the LLP its successors-in-title or the company or companies in which the said company may be merged or amalgamated] **of the FIRST PART**

AND

1	Full Name	
	Age	
	Occupation	
	Aadhar No:	
	PAN	

2	Full Name	
	Age	
	Occupation	
	Aadhar No:	
	PAN	

Both Residing at :

Hereinafter referred to as **THE FLAT PURCHASER**

[which expression unless repugnant to the context or meaning thereof shall mean and include his/her heirs, executors, administrators and assigns] **of the SECOND PART**

WHEREAS

- A) **Phase No.I** ie. Building A (partly) covering ground area of 793.42 square meters and notinal open space area admesuring 297.17 square meters. comprising of Building A having commercial and 3 wings namely Wing A - Kalp, Wing B- Shruta & Wing C - Agam having Basement + 6 Parking Floor (Ground Floor Partly Commercial) + Podium + 9 Residential floors. Building A for Phase I which consists of Building A having three wings 1) Commercial Wing, 2) Wing No. A namely Kalp 3) Wing No.B namely Shruta and 4) Wing No.C Agam. All the A, B C wing of A building having Basement + 6 Parking Floor (Ground Floor Partly Commercial) + Podium + 9 Residential floors to be constructed on land carved out of all that piece and parcel of City Survey No.36/1+37/1+38, FinalPlot No.394+395A, TP Scheme III, Survey No.514/1, 513A/1, 513B/1, Village Gultekadi, Pune and more particularly described in First Schedule hereunder is owned by the Promoter herein which is hereinafter referred to as "The Project Land".
- B) **CITY SURVEY No.36/1**
- I. Shri. Husseni Ibrahim Kayyum and Shri Abbas Ibrahim Kayyum were the original owners of City Survey No.36/1 admeasuring 1 Acre 18 Gunthe then and presently admeasuring 5867.94 sq. mtr. under a Partition Deed registered at Sr. No. 229/1933 and their names were recorded as such in Property Register card extracts.
 - II. There is a charge on the property of the areas of N.A. taxes of Rs.4,779.50
- C) **CITY SURVEY No.37/1 -**
- i. Shri. Narahar Gangadhar Dhadaphale was the original owner of City Survey No.37 then admeasuring 272 sq. yards, presently admeasuring 249.49 sq. mtr. and his name was recorded as such in the Property Register Card Extract.
 - II. On 10.12.1941 Shri. Husseni bhai Ibrahim Kayyum and Shri Abbas bhai Ibrahim Kayyum executed a Lease Deed in favour of Shri. Shripad Raghunath Bhagurao on behalf of The Navayug Chitrapat Company Ltd. and its name was mutated as lessee in Property Register (PR) by the entry dated 16.01.1942.
- D) **CITY SURVEY No.38 -**
- I. City Survey No.38 admeasuring 1 Acre 30 Gunthe and is presently admeasures 7081.9 sq. mtr.
 - II. By Partition Deed registered at Sr. No. 229/1933 Shri. Husseni Ibrahim Kayyum and Shri. Abbas Ibrahim Kayyum became owners of City Survey No. 38 and their names were mutated as holders in Property Register Card Extract by the entry dated 20.11.1931.
 - III. In view of security bond in respect of Khajjabai Kom Ibrahim Kayyum the name of Shri. Anant Govind Kolhatkar, Deputy Nazir of District Court, Pune was mutated as a holder in Property Register Card Extract by the entry dated 20.04.1934. By order of District Court dated 12.04.1964 the said entry dated 20.04.1934 was deleted.
 - IV. City Survey No.38 was originally Survey No.102 to begin with and thereafter the same was given Survey No.513 and that the same was Inam land and further that Personal Inams having been abolished full assessment was levied and had accrued due from 01.08.1955.
 - V. As per entry dated 04.02.1970 and the Property Register Card extracts the Inam was abolished as per order of the Collector dated 15.05.1969 and full assessment was levied on the property.
- E) **CITY SURVEY Nos. 36/1, 37/1 and 38 -**
- i. By Lease Deed dated 22.08.1946 Shri. Hussein Ebrahim Kayyum and Shri. Abbas bhai Ibrahim Kayyum granted lease of lands bearing (i) City Survey No.37/1 admeasuring 01 Acre 11 Gunthe 12 Annas and 6 Paise together with 2 bungalows, out houses, servants quarters, stables, etc. (ii) S. Nos. 513/1A and 513/1B admeasuring 02 Acre 38 Gunthe and (iii) S. No. 514/1 admeasuring 01 Acre 18 Gunthe for a period 20 years commencing from 01.09.1946 and ending on 31.08.1966 to the Navayug Chitrapat Company Limited,. The said Lease Deed is registered at the Office of Joint Sub-Registrar Haveli No. 2 at Serial No. 1173/1946 and name of the said company was mutated in Property Register Card extract by the entry dated 18.06.1947. Land bearing City Survey No.37/1 was given on lease by a Lease Deed dated 10.11.1941, which is

registered at the Office of Joint Sub-Registrar Haveli No.2 at Serial No. 932/1941 and the other two lands were given on lease by Lease Deed dated 21.05.1940 which is registered at the Office of Sub-Registrar Haveli No.2 at Serial No. 434/1940. Said leases having expired the new lease deed is executed.

- ii. On 27.05.1947 Navayug Chitrapat Company Limited mortgaged its lease rights and Super Structures in favour of Bharat Industrial Bank Limited for Rs.1,50,000/-. Special C.S.No.115/1953 filed by the Bank was decreed and bank filed Special Darkhast No.95/1954.
- iii. (a) Shri. Husseinbhai Ebrahim Kayyum and others by Indian Company Miscellaneous Application No.2/1955 applied to the District Court, Pune for liquidating the company namely the Navayug Chitrapat Company Limited wherein the District Court ordered winding up of the said company; (b) Bharat Industrial Bank, one of the secured creditors of the Navayug Chitrapat Company Limited applied in the said Indian Company Miscellaneous Application No.2/1955 for auction of leasehold rights and various structures in the said property; (c) by an order dated 16.03.1960 the District Court ordered sale of leasehold rights, (d) Shri. Husseinbhai Ebrahim Kayyum and Shri. Abbassbhai Ebrahim Kayyum challenged the said order in Appeal No.253/1960 before the Bombay High Court; (e) by an order dated 01.03.1962 the High Court confirmed order of District Court for sale of leasehold rights of the Company and for payment of entire rent to landlord after the period of winding up of the company; (f) the Official liquidator in compliance of the order invited tenders for sale of leasehold rights which was published in daily newspapers 'Sakal' and 'Times of India' dated 24.03.1963; (g) the bid of Rs.51,250/- given by M/s. LU Navalakha & Sons and M/s. Navalakha & sons was accepted being the highest bid and the same was confirmed by the District Court by an Order dated 25.03.1963; (h) by an Order dated 26.04.1963 of the District Court the liquidator handed over vacant possession of the said property to auction purchaser and in accordance with the order of District Court the liquidator by Sale Deed dated 04.05.1963 transferred leasehold rights in favour of the auction purchasers. The said Sale Deed is registered at the Office of Joint Sub-Registrar Haveli No. 1 at Serial No. 1035/1963. The names of the auction purchasers viz. M/s. LU Navalakha & Sons and M/s. Navalakha & sons were mutated in the Property Register Card extract.
- iv. The Sub Divisional Magistrate, Pune City by his judgment dated 27.09.1973 in Case No.1/73 held that Shri. Manilal Bhalchand Parekh was in physical possession at site and his name was mutated as lessee in the Property Register by the entry dated 24.01.1974. By order dated 12.09.1978 passed by City Survey Officer, Pune in No.11/195/78 that (a) the deleted entry dated 18.04.1973 in respect of mutation of names of M/s. LU. Navalakha & Sons and M/s. Navalakha & Sons was restored; (b) entry dated 24.01.1974 was deleted and a remark that the possession of Shri. Manilal Bhalchand Parekh shall not be disturbed by M/s. LU.Navalakha & Sons and its Partners till decision about possession by the Competent Authority was made.
- v. Shri. Hussein Ibrahim Kayyum expired on 31.12.1964 leaving behind him his wife Zainabbai, sisters - Rubabbai Kalimuddin Bandukwala, Shirinbai Mohammadbhai Vakharliya, Zubedabai Hassanbhai Hanbi, Fizabai Abdeali Dadala, Nafisa Salehbhai Sabir, Rubabbai Abbas Chaney and brothers Ebrahim Abbas Chaney, Iqbal Abbas Chaney, Shaukat Abbas Chaney and their names were mutated as holders in Property Register by the entry dated 17.12.1985.
- vi. Shri. Abbas Ibrahim Chaney expired on 23.05.1979 leaving behind him his wife Rubabbai and sons - Ebrahim, Iqbal and Shaukat as his only legal heirs and their names were mutated as holders in Property Register Card by the entry dated 17.12.1985.
- vii. Smt. Rubabbai Abbas Chaney having relinquished her share in favour of her sons Ibrahim, Iqbal and Shaukat, her name was deleted from the Property Register Card.
- viii. Smt. Fizabai Abdeali Dadala expired on 18.02.1994 leaving behind her Shri. Rashid Abdeali Dadala as her only legal heir and his name was mutated as holder in Property Register Card.
- ix. Smt. Rubabbai Kalimuddin Bandukwala expired on 27.07.1997 leaving behind her Shri. Firoz Kalimuddin Bandukwala, Shri. Mannan Kalimuddin Bandukwala, Shri. Ibrahim Kalimuddin Bandukwala and Smt. Nadira Abbas Dahodwala as her only legal heirs and their names were mutated as holders in Property Register Card by the entry dated 05.07.2002.
- x. Upon an application and order dated 11.03.1970 in Appeal No. 934/1968, order of Supreme Court of India dated 27.07.1993 in Appeal No. 1138/1975, order of Small Cause Court dated 24.07.2006 in Darakhast No.492/1993 and order of City Survey Officer No. 2 dated 20.02.2007

- the name of the Lessees - M/s L. U. Navlakha and Sons and Navlakha and Sons mutated by entry dated 03.04.1973 were deleted by entry dated 20.02.2007.
- xi. Smt. Zubedabai Hasan Handy expired on 30.12.2005 leaving behind her heirs Shri. Zohir Hasan Handy, Shahida Hasan Handy and Femida Hasan Handy as her only legal heirs and their names were mutated as holders in Property Register Card by the entry dated 03.08.2007.
- xii. Smt. Shrinbal Mohammadbhai Vakhariya expired on 17.01.2005 leaving behind her heirs Zahera Abbas Rangawala, Huneid Mohammadbhai Vakhariya and Shri. Anees Mohammadbhai Vakhariya as her only legal heirs and their names were mutated as holders in Property Register Card by the entry dated 01.04.2008.
- F] By Deed of Gift dated 09.04.2003 Mrs. Zainab Husseinbal Ebrahim gifted her share in land and buildings on C.T.S. Nos.36/1, 37/1 and 38 in favour of Shri. Ebrahim Abbas Chaney. The said Deed of Gift is registered at the Office of Sub-Registrar Haveli-10 at Serial No.2127/2003. The name of the donee was mutated in Property Register Card by the entry dated 12.09.2007.
- G] By Development Agreement dated 14.07.2005 Shri. Ebrahim Abbasbhai Chaney, Iqbal Abbasbhai Chaney, Dr. Shaukat Abbasbhai Chaney, Shri. Philoze Kalimuddin Bandukwala, Shri. Mannan Kalimuddin Bandukwala, Shri. Ebrahim Kalimuddin Bandukwala, Dr. Mrs. Nadira Abbas Rangawala, Mrs. Zehra Abbas Rangawala, Huneid Mohammadbhai Vakhariya, Anees Mohammadbhai Vakhariya, Mrs. Zubedabai Jaisainbhai Handi, Rashid Abdeli Dadala and Mrs. Nafisabai Salehabhai Sabir transferred development rights of Final Plot No.394 admeasuring 11564.97 Sq. mtrs. comprising City Survey No.37/1 admeasuring 6249.49 Sq. mtrs. and C.T.S. No.38 admeasuring 7081.90 Sq. mtrs. with buildings and structures thereon and Final Plot No.395A admeasuring 2630.46 Sq. mtrs. corresponding to C.T.S. No.36/1 admeasuring 5867.94 Sq. mtrs. with building and structures admeasuring 500 Sq. mtrs. in favour of M/s. Suyog Development Corporation Unit 12. The said Development Agreement is registered at the Office of Sub-Registrar Haveli-2 at Serial No. 3311/2005 on 15.07.2005. The said persons also executed a Power of Attorney on 14.07.2005 in favour of M/s. Suyog Development Corporation Unit 12 through its partners. The said Power of Attorney is registered at the Office of Sub-Registrar Haveli-2 at Serial No.3312/2005 on 15.07.2005. By Deed of Confirmation dated 26.07.2006 Zohir Hasan Handi, Shaheda Hasan Handi and Femida Hasan Handi confirmed the aforesaid Development Agreement dated 14.07.2005 in favour of M/s. Suyog Development Corporation Unit 12. The said Deed of Confirmation is registered at the Office of Sub-Registrar Haveli-2 at Serial No.5453/2006 on 19.02.2006. The said persons also executed a Power of Attorney in favour of M/s. Suyog Development Corporation Unit 12 through its Partners on 26.07.2006, which is registered at the Office of Sub-Registrar Haveli-2 at Serial No. 5454/2006 on 19.09.2006.
- H] By Deed of Sale dated 28.12.2007 read with Deed of Correction dated 21.04.2012 Shri. Ebrahim Abbasbhai Chaney, Iqbal Abbasbhai Chaney, Dr. Shaukat Abbasbhai Chaney, Philoze Kalimuddin Bandukwala, Mannan Kalimuddin Bandukwala, Ebrahim Kalimuddin Bandukwala, Dr. Mrs. Nadira Abbas Rangawala, Mrs. Zehra Abbas Rangawala, Huneid Mohammadbhai Vakhariya, Anees Mohammadbhai Vakhariya, Rashid Abdeali Dadala, Mrs. Nafisabai Salehabhai Sabir, Zohir Hasan Handi, Shaheda Hasan Handi and Femida Hasan Handi sold the said property to M/s. Suyog Development Corporation Unit 12. The said Sale Deed is registered at the Office of Sub-Registrar Haveli-12 at Serial No.1338/2008 on 07.02.2008 and the said Deed of Correction is registered at the Office of the Sub-Registrar Haveli 9 at Serial No. 3553/2012 on 21.04.2012. The name of the purchaser is mutated in Property Register Card by the entry dated 01.04.2008.
- I] S.No.513/A was given S.No.539 admeasuring 11981.74 Sq.mtrs. was given Final Plot No.394 admeasuring 11564.97 Sq.mtrs. and was allotted to Sheth Hasan Ebrahimbhai, Sheth Abbas Ebrahimbhai and S.No.514 was given S.No.541 admeasuring 6040.93 Sq.mtrs. was given Final Plot No.395/A admeasuring 2630.46 Sq.mtrs. and was allotted to Sheth Hasan Ebrahimbhai and Sheth Abbas Ebrahimbhai.

- J] By Order dated 21.12.2006 u/s 8(4) of Urban Land (Ceiling and Regulation) Act, 1976, Competent Authority, Pune held that the holding of all family members mentioned above was within their ceiling limits and they do not hold any excess land. The ULC Act is repealed w.e.f. 29.11.2007.
- K] By virtue of the aforesaid Sale Deed, M/s Suyog Development Corporation Unit 12 alone has the sole and exclusive right to construct and allot/sell flats, shops, units, showrooms etc. in the said building/s to be constructed or being constructed on the said Land and to enter into agreement/s with the Purchaser/s of the units and to receive the sale price thereof.
- L] The constitution of the partnership firm - M/s Suyog Development Corporation Unit 12 has been changed into that of a Limited Liability Partnership named 'Suyog Development Corporation Unit 12 LLP' by registering it under LLP Act, 2008 and issued a certificate of registration having registration number AAC-7868 dated 07.10.2014, there has occurred statutory vesting of title of all properties, movable and immovable (including actionable claims) and all estate and interest of the firm - M/s Suyog Development Corporation Unit 12 in the newly incorporated LLP - Suyog Development Corporation Unit 12 LLP, without any need for separate conveyance or deed of transfer.
- M] The following things regarding the title to the said Property are yet to be done-
- (i) Any covenants affecting the said property. (Nil)
 - (ii) Any impediments attached to the said property. (NIL)
 - (iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. (Nil / There are no tenants)
 - (iv) Details of illegal encroachment on the said property. (Nil)
 - (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. (Nil)
 - (vi) Details of mortgage or charge on the said property are as mentioned in the Title Opinion. The Promoter has availed financial assistance from Bank of Baroda, Sahakamagar Branch, Pune against security of the said property. The Promoter agrees to obtain the necessary consent / no objection/ discharge/ release from the said Bank for the sale and transfer contemplated herein, prior to handing over charge/ possession of the said premises (as defined hereinafter) to the said Purchaser as hereinafter mentioned.
 - (vii) Details of litigation on the said property are as mentioned in the Title Opinion.
- N] The Promoter is entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove.
- O] The Promoter is in possession of the project land.
- P] Nature and Particulars of the entire scheme are as under -
- a) The layout is sanctioned for the area of 14195 Sq.mtrs. After excluding area of under D.P.Road widening (36 mtr. wide road) admeasuring 991.31 Sq.mtrs., D.P.Road widening (24 mtr. wide road) admeasuring 205.31 Sq.mtrs., and P-20 reservation admeasuring 1112.00 sq.mtrs balance area admeasuring 11886.80 Sq.mtrs. is under development. The layout plan is sanctioned by Commencement Certificate bearing No.CC/2801/13 dated 22.11.2013 which was revised on CC/3271/14 dated 31.12.2014 which was further revised under No.3333/15 dated 31.12.2015. The Promoter will revise the said layout in future and it will be sanctioned when permitted by remaining FSI of entire land 14195.43 sq.mtrs. availing FSI for road under reservation, P-20 reservation and paid FSI or TDR. The permission for non agricultural use of the said land has been obtained from the Collector vide Order No.PMN/NA/SR/7/2014 dated 23.07.2014 granted permission for the Non Agricultural use of the said Property.

- b) The entire project is divided in phases called phase I, II, III, IV, V, VI and VII.
- c) **Phase I consist of partly Building A.**
 Building No.A is partly commercial and partly residential building. It comprising of 3 wings – A Wing (Kalpa), B Wing (Shruta) and C Wing (Agam). There is another wing attached to Building A to its all three wings to their East which is only of ground and mazenine floor, which entirely consists of show rooms nos.1 to 12.
- Phase I consist of partly Building A consisting (A) Commercial wing i.e. ground and mazenine floor which entirely consists of show rooms nos.1 to 12, (B) A Wing (Kalpa) comprises of parking on Basement, ground, and there above on six floor which are number parking 1 to 6 floors, above the podium level there are nine floors viz. first to nine floors all containing residential units, (C) B Wing (Shruta) comprises of parking on Basement, ground, and there above on six floor which are number parking 1 to 6 floors above the podium level there are nine floors viz. first to nine floors all containing residential units. (D) and C Wing (Agam) comprises of parking on Basement, ground, and there above on six floor which are number parking 1 to 6 floors. Above the podium level there are nine floors viz. first to nine floors all containing residential units. Total Number of units for Phase I i.e. all show rooms nos.1 to 12 and Flat of A wing Kalp Nos.18, Flats of B Wing (Shruta) Nos.18 and Flat of C Wing Agam Nos.18 totally 54. There are two residential units on each floor of each wing i.e. six units on each floor. There is a terrace above the said podium Each wing of the said Building has three lifts and two staircase columns. These Parking 1 to 6 floors of all wings of Building will be common between Phase I, II, III and IV.
- d) **Phase No.II consist of partly Building A consisting (A) A Wing (Kalpa) will comprises of 10th to 21st floors, (B) B Wing (Shruta) will comprises of 10th to 21st floors, (C) C Wing (Agam) will comprises of 10th to 21st floors.**
- e) **Phase No.III and IV consist of partly Building B having Basement, ground, and there above on six floor which are number parking 1 to 6 floors. Above the podium 22 floors**
 These Parking 1 to 6 floors of all wings of B Building will be common between Phase I, II, III and IV i.e. all the residential unit holders of A and B Building
- f) **Phase V**
 The northern portion of the said property is partly under reservation for road and partly under reservation for parking. The Corporation may permit construction of the building on area reserved for parking purposes out of which portion of the building may be required to be given to the Corporation and balance will be constructed by the Promoter for commercial purposes or any other purpose i.e. for sale of the units therein. The conditions that will be stipulated by the Corporation for development of the said portion under parking reservation are yet not fully known. Depending thereupon the Promoter will decide whether to have a separate organisation i.e. Association of Apartment Owners of the unit holders in the said building or whether to join the same to the association of the unit purchasers in Building Nos.A and B. If separate association is required to be formed for the above mentioned commercial cum parking building then sufficient area of the land will be allocated for the same, though there may not be any sub-division of the said portion of the land.
- g) **Phase VI**
 The open area shown in propose layout to the south end of the plot is retained by the Promoter to itself as its exclusive owner with right to have access to the same from the remaining plot area and to connect its electrical, water and drainage lines to the said lines of the Phase I to V if necessary. The Promoter shall be entitled to construct structure on the said open area which will remain of Promoter's ownership. Promoter shall be entitled to use the said area and structure thereon as may be permitted for various purposes and to transfer the same by way of sale, lease, license, mortgage, etc.
- The Promoter will purchase the TDR and/or paid FSI or use increment in the FSI that will be permitted in future and use the same along with balance FSI and FSI for road widening for construction of B building (situated to north of the ramp and to the south of portion reserved for parking) and for construction of additional floors on A Building by constructing 10th to 22nd floors.

The northern portion of the said property is partly under reservation for road Corporation will acquire the area under road widening and give FSI as compensation thereof which will be utilised by the Promoter in the any phase of entire land.

(f) The Promoter will construct ramp for plying vehicles for parking in between A and B buildings which will be common for both the said buildings. Promoter will construct amenity on top of the said ramp. Space above the podium will be used for common amenities.

The marginal open space in front of the said show rooms abutting on Nehru Road is a limited amenity for the said show rooms only for necessary parking. Though the said commercial wing is part of A Building, it can be separately used and managed and hence it is independent and the units therein and holders thereof will not have any access to the remaining scheme or to the common area and facilities therein.

On completion of all the building/s Phase I to IV the Association of the apartment will be formed. The Promoter may at its choice and discretion form separate organization for Phase I and II as one organisation and Phase No.III and IV as one organisation.

The recreational open space to be developed on podium level shown in proposed plan and recreational open space to be developed on south west end of the proposed plan are common between Phase I excluding Commercial wing, Phase II, Phase III and Phase IV i.e building No. A and B.

Presently there is one Open space admeasuring 1188.68 sq.mtrs shown in present sanction plan the Promoter intends to shift said open space on podium of A building. The aforesaid open space developed on podium level of A Building will be common for building A and B.

Location of the Gas Bank and OWC will be proposed at North west side of B building

The built-up area of the buildings presently sanctioned and that of the future extensions are approximately given in Annexure No. C-2 hereto annexed.

- (h) Copy of present sanctioned plan is attached to this agreement as Annexure No.C-1 and plan showing the future extensions is attached as Annexure No.C-2.

This agreement pertains to Phase No.I only which consists of presently sanctioned Building A having Commercial wing and wing A Wing (Nalpa) comprises of parking on Basement, ground, and there above on six floor which are number parking 1 to 6 floors, above the podium level there are nine floors viz. first to nine floors all containing residential units, (C) B Wing (Shruti) comprises of parking on Basement, ground, and there above on six floor which are number parking 1 to 6 floors above the podium level there are nine floors viz. first to nine floors all containing residential units. (D) and C Wing (Agam) comprises of parking on Basement, ground, and there above on six floor which are number parking 1 to 6 floors. Consisting total built up area of _____ Sq.mtrs.

The Promoter has started the construction work of the said Phase No.I and the same is presently under construction.

It is hereby declared that sanctioned plan/s has/have been shown to the Allottee/s and the Floor Space Index (FSI) available is shown in the said plan/s. Similarly, the Floor Space Index, if any, utilised as floating floor space Index or in any manner, i.e. to say transfer from the said land or floor space Index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the Internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project.

- Q] The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect & or the Structural

Engineer if at all required.

- R) The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building / buildings.

By virtue of the Sale Deed the Promoter has sole and exclusive right to sell the Apartments in the said buildings to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof.

- S) On demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Shri Swapneel J. Deshpande and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- T) The authenticated copies of Certificate of Title Issued by the attorney at law or advocate of the Promoter, authenticated copies of extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as 'Annexure 'A' and 'B' respectively.
- U) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.
- V) The authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as 'Annexure D'
- W) The Promoter has got some of the approvals from the concerned local authority(s) to 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 Occupancy Certificate of the said Building.
- X) While sanctioning the said plans concerned local authority and/or Government had laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- Y) The Promoter has accordingly commencement construction of the said building/s in accordance with the said proposed plans.
- Z) The Allottee has applied to the Promoter for allotment of an Apartment No. _____ on _____ floor (hereinafter referred to as the said "Apartment") situated in the building _____ wing No. _____ (hereinafter referred to as the said "Building") being constructed in the Second phase of the said project.
- Z) a) The carpet area of the said Apartment is _____ Sq.mtrs and "carpet area" means the net usable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is ----- Sq. mtrs. and total carpet area of the Apartment including the said balconies is ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

- b) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- c) Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. _____/- (Rs. _____) only, being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration the manner hereinafter appearing.
- d) The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at _____ no. _____ authenticated copy is attached in Annexure "F".
- e) Under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- f) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

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

1. The Promoter shall construct the said Phase I building/s/ Wing bearing No. A partly as mentioned above, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by the Government authorities or due to change in law.

- 1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. _____ of carpet area admeasuring _____ Sq.mtrs. [as defined in RERA] on _____ floor in the building / wing No. _____ Building _____ (hereinafter referred to as "The Apartment") as shown in the Floor Plan thereof hereto annexed and marked Annexure C-1 for the consideration of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.

The Promoter has paid premium to the planning authority for bringing balconies in building area and accordingly the same are now part of the usable area of the Apartment. The area of the said balconies is ----- Sq. mtrs. and total carpet area of the Apartment including the said balconies is ----- Sq.

mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.

(ii) All the Flat Purchasers in the said scheme (who have till this day booked the flats in the said scheme) have among themselves, for the sake of orderly use and avoidance of disputes in future, by their own volition, selected car/ scooter / cycle parks among themselves on 'first come first serve' basis and among themselves agreed that they shall get the said allotments confirmed from the association which will be formed by them and the same shall form part of the Deed of Declaration. They have among themselves agreed that the said selection shall be final, irrevocable and binding amongst all of them and said right shall be perpetual and run with their respective flats and shall be heritable and transferable along with respective flats and shall not be separated from the flats. Accordingly the Purchasers has selected for himself/herself/themselves open/covered stack carpark as stated in Annexure D hereto and Purchaser agrees that the Promoter has not done the said allotments and has not taken any consideration therefor and Promoter has given its consent for the same subject to the terms of this Agreement/s. The Flat Purchasers further agree that in case of disputes among themselves regarding selection of the carparks amongst themselves, the same shall be referred to the sole arbitration of the Promoter whose decision shall be final and binding on all.

1(b) The total aggregate consideration amount for the apartment is thus Rs. _____/-

1(c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____ only) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rs. _____ only) in the following manner :

Sr.No.	Amount (Rs.)	Particulars
1	Rs. _____	(Rs. _____ only) to be paid to the Promoter after the execution of Agreement.
2	Rs. _____	(Rs. _____ only) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.
		(Rs. _____ only) to be paid to the Promoter on completion of the slab including podiums of the building or wing in which the said Apartment is located.
4		(Rs. _____ only) to be paid to the Promoter on completion and stilts of the building or wing in which the said Apartment is located.
5		Rs. _____ only) to be paid to the Promoter on completion of the wall,
6		Rs. _____ only) to be paid to the Promoter on completion internal plaster,
7		Rs. _____ only) to be paid to the Promoter on completion floorings of the said Apartment.
8		Rs. _____ only) to be paid to the Promoter on completion doors and windows of the said Apartment.
9		(Rs. _____ only) to be paid to the Promoter on completion of the Sanitary fittings.
10		(Rs. _____ only) to be paid to the Promoter on completion of the staircase, lift, well, lobbies upto the floor level of the said Apartment.

11		(Rs. _____ only) to be paid to the Promoter on completion of the external plumbing
12		(Rs. _____ only) to be paid to the Promoter on external plaster of the building or wing in which the said Apartment is located.
13		(Rs. _____ only) to be paid to the Promoter on completion of the lift, water pumps, electrical, fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving
14		Rs. _____/- of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
15		(Rs. _____ only) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

- 1(d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter), up to the date of handing over the possession of the Apartment.
- 1(e) The Total price is escalation-free, save and except escalations / Increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification / order / rule / regulation published / issued in that behalf to that effect alongwith the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 1(a) of this Agreement.
- 1(g) The Allottee authorizes the Promoter to adjust / appropriate all payments made by him / her under the head (s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object / demand / direct the Promoter to adjust his/her payments in any manner
- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over

possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificate in respect of the Apartment.

- 2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1(c) herein above ("Payment Plan")
3. The Promoter hereby declares that the Floor Space Index for Phase I in the Project land 9986.78 Sq.mtrs. and Promoter has planned to utilize additional by availing of TDR of FSI available on payment of premiums or FSI available as Incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Phase I. The Promoter has disclosed the Floor Space Index of 9986.78 Sq.mtrs. as proposed to be utilized by him on the project land in the said Phase/Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. The Promoter has disclosed the particulars of the present sanctioned FSI/ built-up area as mentioned above in recitals. The Promoter has also disclosed the utilization of FSI on entire land admeasuring 10795.43 sq.mtrs.
- 4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.
- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of installments, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the Address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and condition in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refunded to the Allottee subject to adjustment and recovery of any agreed liquidated damages of Rs.2500000/- or any other amount which may be payable to Promoter within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter. The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said apartment by the Promoter to other person whichever is

later.

Provided further that the Promoter 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 Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Apartment so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.

- 4.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice 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 terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of Rs.2500000/- from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Apartment. In this case reduction in price of the apartment will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid & reimbursed shall not be refunded by the Promoter to the Allottee.
5. The fixture and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure 'E', annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 31.12.2021. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond its control and of its agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him/her in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 hereinafter from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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

- (i) war, civil commotion or act of God
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority / court, Environment Authority, authority under Mines and Minerals, Collector, or any disputes or matters relating to the property pending final determination by the courts or any other authorities
- (iii) non-availability of steel, cement, other building materials, water or electric supply;
- (iv) Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- (v) Delay in grant of any sanction of plan, NOC/permission/licensee connection/ installation of any services such as lifts, electricity and water connections and meters to the Scheme/Apartment, Road NOC or completion certificate from appropriate authority.
- (vi) Delay or default in payment of dues by the allottee under these presents.
- (vii) Pendency of any litigation.

- (viii) Any act beyond the control of the Promoter.
- (ix) Non availability of adequate labour for any reason.
- (x) Force-Majeure

7.1 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.

Possession of the Apartment shall be delivered on or before 31.12.2021.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.

7.3 **Failure of Allottee to take Possession of Apartment** : Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.

7.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality of provision of services, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.

Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of the apartment below.

- 7.5 (a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.
- (b) The Allottee specifically agrees not to undertake any addition/alteration without taking

specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her apartment only. On no account goods are to overflow on common areas.

- (c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies e.g. lift, generator, Inverter, gas supply machinery, mechanical parking etc and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence or for permitted purpose only. He/She/They shall use the parking space only for purpose of keeping or parking vehicles.
- 9.1 The Flat Purchaser/s alongwith other Purchaser/s of flats etc in phase I, II, III and IV on completion of all the building/s and on completion of all the building/s shall join in forming and registering an association of apartment owners and also from time to time sign and execute all the applications for registration and/or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed association of apartment owners and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable the Promoter to register the Organisation of the flat Purchaser/s. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the Memorandum and/or articles of Association if the same are required to be made by the Promoter as per their commitments to various persons and/or any other Competent Authority as the case may be.

Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said project land or any part thereof along with other floors of building A and all phases of Building B or building/s constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and flat/apartment will be conveyed by the owners and the Promoters herein within one year from and after (i) completion of construction of all buildings in the entire scheme on total land admeasuring 14195.38 sq.mtrs and utilisation of entire FSI and TDR, permissible to be utilised on the said Plot as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and flat purchasers) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all flat purchasers, whichever is later. This agreement itself is a Declaration by the Flat Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats / apartments to the provisions of the said Act.

Such Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the flat/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

9.2 Commencing a week after notice in writing is given by the Promoter to the Flat Purchaser/s that

the Flat is ready for the use and occupation, the Flat Purchaser/s shall be liable to bear and pay from the date of the possession or the date of completion certificate of his flat whichever happens earlier the proportionate share (i.e. in proportion to the floor area of the flat/s or in lump-sum monthly amount) of outgoings in respect of the said land and building/buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Water charges, Insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the Management and maintenance of the said land and building/s. For meeting the said expenses regularly the Purchasers shall keep with the Promoter deposit of Rs. _____/- (Rs. _____ only) calculated at the rate of approximately Rs.700 /- (Rs. Seven Hundred only) per sq.ft. of the carpet area of the flat which deposit or residue thereof shall be transferred by the Promoter to the Association formed by all unit holders in the scheme/building at the time of conveyance or thereafter on formation of association as the case may be. The Purchaser shall pay the said deposit amount before delivery of possession of the Flat. In addition to this amount the Purchaser shall pay to the Promoter or to such persons as may be nominated by the Promoter a Provisional monthly contribution for two year approximately amounting Rs. _____/- (Rupees _____ Only) towards monthly outgoings.

The Purchaser shall not be entitled to demand any interest on the said deposit or monthly contribution. The Association shall, after receipt of the said deposit from the Promoter, invest the amount in any Bank or Govt. security and utilise the interest thereof for meeting the said expenses falling to the share of the Purchaser. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be held by the association and credited to the suspense account of the Association and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Flat Purchaser/s to the Association. In the latter event Association shall be entitled to ask for increment in the deposit amount. In the event of transfer of the flat by the Purchaser (with prior permission of the Promoter or Association as the case may be), the said deposit shall not be liable to be refunded but will be transferred in the name of the new transferee. The Purchaser or persons claiming through him/her shall not be entitled to create any encumbrance or charge on the said deposit and the same shall be non-refundable.

The aforesaid corpus deposit is worked out on the basis of present market conditions and for any reason, after 5 years, on account of inflation or other exigencies, additional amounts are to be contributed for maintenance corpus, the purchasers agree that he/she/they shall be bound to contribute proportionate amounts in that behalf.

The final quantum of share of the said flat in the maintenance charges for maintaining the common areas and facilities shall be calculated in proportion to the area of the said Flat to the total area of all the flats sharing the said common amenities.

- 9.3 (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Association. The Purchaser and Association shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Purchaser after occupying the flat agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Purchaser herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the association.
- (ii) The monthly / yearly contribution towards maintenance mentioned above does not

Include charges towards supply of water. Water will be provided by Promoter from various sources viz. borewell, tankers, gram panchayat/corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each flat and the same will be billed and collected in advance. The collection may be on quarterly, half yearly or yearly basis.

- (iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Purchaser the Promoter shall deliver possession of the flat for the purpose of interior works, pooja, etc. The Purchaser shall be liable to pay maintenance charges from the date of delivery of such possession.
- (iv) If the flat purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the flat until the charges are paid.

10. The Allottee shall pay to the Promoter charges for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with admission of membership of the said Society and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
11. The Flat Purchaser/s alongwith other Purchaser/s of flats etc in phase's II, III and IV on completion of all the building/s shall join in forming and registering an association of apartment owners and also from time to time sign and execute all the applications for registration and/or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed association of apartment owners and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable the Promoter to register the Organisation of the flat Purchaser/s. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the Memorandum and/or articles of Association if the same are required to be made by the Promoter as per their commitments to various persons and/or any other Competent Authority as the case may be.

Unless prevented by circumstances beyond the control of the Promoter, it is agreed that the said land or any part thereof along with building/s A and B i.e. Phase I to IV constructed or to be constructed thereon shall be submitted to the provisions of Maharashtra Apartment Ownership Act, 1970, and flat/apartment will be conveyed by the owners and the Promoters herein within one year from and after (i) completion of construction of all buildings in the entire scheme and utilisation of entire FSI and TDR, permissible to be utilised on the said Plot as per Development Control Rules (whether previously got sanctioned or not) (ii) booking and sale of all units in the scheme, (iii) acceptance of the draft of Deed of Declaration and Deed of Apartment by the parties concerned (i.e. owner, promoter and flat purchasers) by their mutual consent and (iv) after payment of all dues, amounts and considerations including stamp duty etc. by all flat purchasers, whichever is later. This agreement itself is a Declaration by the Flat Purchaser as provided under Maharashtra Apartment Ownership Act, 1970 read with Maharashtra Apartment Ownership Rules 1972 thereby submitting their flats / apartments to the provisions of the said Act.

Such Declaration u/s 2 of the Maharashtra Apartment Ownership Act, 1970 as the case may be shall be as per the scheme evolved by the Promoter and subject to the exclusive, limited common, etc. rights of the flat/s holders and their association/s and commitments of Promoter. The Promoter shall be entitled to amend/frame the Bye laws, Rules etc. of the Association as per the terms of this Agreement and also with a view to maintain decorum, beautification of the building, open ground and common amenities.

12. REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Flat Purchaser shall be liable to pay to the Promoter costs that may be Incurred by the Promoter on account of Purchaser's use of common amenities such as water, electricity, etc. for interior works. In security thereof the Purchaser shall pay to the Promoter Rs. _____/- (Rs. _____ only) which will repaid after completion of the interior works by the Purchaser after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Purchaser shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Purchaser for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows :

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land except those disclosed in the title report ;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- vi. The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. The Promoter will hand over lawful, vacant, peaceful, physical possession of the common areas and facilities to the Association on or about 31st March 2025 ;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

14. The Allottee/s or himself/themselves with intention to bring all persons into

whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. The Flat Purchaser/s himself/herself/themselves with intention to bring all persons into whosoever hands the said flat may come, doth hereby covenant with the Promoter as follows for the said flat and also for the building in which the said flat is situated -
- (a) To maintain the said flat at Flat Purchaser's own cost in good tenantable repair and condition from the date of completion certificate or from the date of possession which ever is earlier and shall not do or cause to be done anything in or to the said flat or the building in which the said flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the said flat and/or the building in which the said flat is situated and the said flat itself or any part thereof.
 - (b) Not to store in/outside the said flat/building/surrounding area any goods which are of hazardous, combustible or dangerous nature or are too heavy as to cause damage to the construction or structure of the building or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors, which may damage or are likely to damage the staircases, common passages or any other structure of the building including entrances of the building and in case any damage is caused to the building in which the said flat is situated or to the said flat or any fatality on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for all the consequences of the breach.
 - (c) To carry out at his own cost all internal repairs to the said flat and maintain the said flat in the same condition, state and order in which it was delivered by the Promoter, Provided that for the defect liability period such repairs shall be carried out by the Flat Purchaser/s with the written consent and the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provisions, the Flat Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
 - (d) Not to demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the said flat or any part thereof, or in or to the building in which said flat is situated and not to make any alteration in the elevation and outside colour scheme of the building and shall keep the portion, eaves, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not in any manner cause damage to the columns, beams, walls, slabs or RCC, panels or other structural members in the said flat without the prior written permission of the Promoter and/or the Association of Apartment Owners as the case may be. After possession of the said flat the Purchaser / Association has / have agreed to carry out regular and periodical inspection of the structure, beams, columns, projections, drainage lines, water lines, electrical lines, lift, power back up, pumps etc. and to carry out necessary repairs as and when required.
 - (e) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
 - (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 land and the building.
 - (g) Pay to the Promoter within seven days on demand from the Promoter, his share of security deposit demanded by the concerned local authority or the Government for giving water, electricity or any other service connection to the building in which the said flat is situated.
 - (h) To bear and pay the local taxes, NA taxes, water charges, Insurance and such other levies, if any, from the date of completion certificate in respect of the said flat and also

any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of permitted change of user of the said flat by the Flat Purchaser/s.

- (i) The Flat Purchaser/s until conveyance shall not let, sub-let, give on leave and license basis, transfer, assign or part with Flat Purchaser/s interest or benefit factor of this agreement or part with the possession of the said flat until all the dues payable by the Flat Purchaser/s to the Promoter under this agreement are fully paid up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and only after the Flat Purchaser/s has applied in writing to the Promoter and obtained written consent thereof. The Flat Purchaser shall give to the Promoter copy of the document of transfer. The Flat Purchaser shall ensure that all laws regarding the same adhered to and inform the police and other authorities regarding the same. The person/s who will be in possession or use of the flat shall be bound by the terms of this agreement and conditions contained in the permission letter of the Promoter. The Purchaser shall ensure and shall always be liable to ensure that miscreants will not be permitted use of the flat and that peace and grandure will be preserved. The Purchaser shall keep the Promoter harmless and indemnified regarding the same.
- (j) The Flat Purchaser/s shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners 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 outgoings in accordance with the terms and conditions of this agreement.
- (k) Till a conveyance of the building in which the said flat is situated is executed, the Flat Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others, at all reasonable times to enter into and upon the said flat and the said land and building or any part thereof to view and examine the state and conditions thereof.
- (l) Not to obstruct the development work for any reason and in any way.
- (m) In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Flat Purchaser to keep the Promoter harmless and indemnified from all any actions if taken by any person or authority or Incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Flat Purchaser at his own costs and risk.
- (n) If the Purchaser shall desire to fit grill/s windows then he/she shall do so only after completion of the entire project and obtaining written consent of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter. The Purchaser shall not fit grills to the balcony, sit out, terrace area.
- (o) The Purchaser shall not dry or hang clothes in the balconies.
- (p) If the flat allotted is a non-residential flat then the Purchaser shall use the same only for agreed/sanctioned/permitted purpose and shall not change the use without prior written permission of the Promoter or Association as the case may be.
- (q) Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./P.M.C., the Purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat.
- (r) If after delivery of possession of the said flat, the Promoter or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Purchaser

herein shall permit the Promoter or Association as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Purchaser or due to negligence of the Purchaser then the Purchaser shall be liable to carry out the said repairs and pay cost therefor.

- (s) The Purchaser/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her flat. Purchaser/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Purchaser/s shall not cause any nuisance to other purchasers and occupiers and Promoter in any manner whatever.
- (t) The Promoter advises the flat purchaser not to visit the site during the period of construction work for various purposes including safety. Flat Purchaser and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow flat purchaser and his/her/their immediate family (excluding children below 15 years of age) visit of the flat purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their flat. Flat Purchaser and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Flat Purchaser shall be responsible for the same. Promoter reserves its right to prohibit the flat purchaser or any person from visiting the site of his/her/their flat for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.
- (u) The Purchaser/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.
- (v) The Promoter may at its discretion allow use of the premises in the said building for any commercial use including (but not limited to) restaurant, showroom, shopping mall, service centre, permit room, wine shop, transport business, any business causing loud noise, odor or having entry and exit by public at large etc. and the Purchaser/s herein has/have hereby given his/her/their irrevocable consent therefor and shall not be entitled to raise any objection for the same.
- (w) The Purchaser shall not erect dish or other antennae outside the Flat / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter. It is specifically declared that the unit purchaser/s are not permitted and will not be entitled to cook, bring or consume any non vegetarian food or bring or consume liquors, eggs, wine etc. in their respective units.
- (x) Not to do any religious activity in the flat/ unit or in the common area involving killing/sacrificing any animal. Also not to cause nuisance to the other occupiers in the scheme or adjoining properties holders and keep noise levels within legally permissible limits or even less than the legal limits considering that it is a residential scheme. To the extent possible these activities should be private and should not harm sentiments and peace of others.
- (y) The Purchaser shall fix A/C, Name board, Advertisement and Antenna only at the locations and size approved by Promoter and in case of breach of any of above, Promoter have right to remove the Board/ A/c at the cost of Purchaser.
- (z) If Purchaser fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement. The Flat will be sold to the Purchaser/s subject to the terms and conditions mentioned above in the form of Deed of Declaration, bye-laws etc. The Purchaser shall not object to the said terms and conditions.

15. The Promoter shall maintain a separate account of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the out goings, legal charges and shall utilize the amounts only

for the purposes for which they have been received.

16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said property with land and building is transferred to the Society as hereinbefore mentioned.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

17A. It is agreed by and between the Parties as under -

- I. The name of the project shall be "SUYOG NAVKAAR" and this name shall not be changed without the written consent of the Promoter.

- II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee/s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or question the title of the Consenting Party and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreement. Allottee has hereby given his Irrevocable consent therefor.

- III. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Plots or of the said Plot and Building or any part thereof. The Flat Purchaser/s shall have no claim save and except in respect of the said flat hereby agreed to be sold to him/her/them and all common amenities, areas and facilities as described in Second Schedule herein below will remain the property of the Promoter until the said land and building/s is/are transferred to the Association of Apartment Owners as hereinbefore mentioned. Significant risks and rewards of ownership and effective control of flat shall be deemed to have been transferred on delivery of possession though ownership and flat and effective control of scheme shall remain with Promoter. It is hereby made clear that the Promoter is or will be constructing the flat or buildings or developing the land as owner and at its own costs and not for and on behalf of or as agent of the Purchaser and has not agreed to transfer any goods involved in the works contract. By this agreement the Promoter has agreed to convey in future an future immoveable property.

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

- IV. The apartment/unit purchasers/ allottees hereby irrevocably empower the Promoter and anyone of its partners as power of attorney holder of the apartment/unit purchaser/ allottee to execute any document, letter etc. thereby permitting the Promoter to revise the building

- plans from time to time, to avail of any benefits, to give consent for mortgage of the said land by the Promoter, to give consent to the draft of sale deed and to execute the same, to register the above documents, to permit allotment/sale of terraces and generally to do all acts, deeds and things by signature or otherwise for carrying out the said scheme at the discretion of the Promoter. All acts to be done without affecting the rights of the Allottee to the said Apartment.
- V. The Allottee/s is/are aware that Corporation, or planning authority or local body may not be able to supply adequate drinking water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.
- VI. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Apartment or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.
- VII. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said Apartment, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.
- VIII. After the possession of the 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 Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other apartments in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.
- IX. The Allottee has hereby irrevocably authorised the Promoter to prepare the layout and building plans of the said land and to submit the same to the requisite authorities and obtain their sanction to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Allottee liable for any costs.
- X. The Allottee has read the terms of the Sale Deeds and other agreements in between the Promoter and Consenting Party and Allottee agrees that this agreement is subject to the said terms and are also binding on him.

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 including terrace above the canopy, if any, shall belong exclusively to the Promoter or respective purchaser of the terrace flats if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat Purchaser. The said terrace shall not be enclosed by the flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter shall have the right to construct flats etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.

- XI. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space above the said building, if constructed by the Promoter at their discretion shall not be a common area but shall belong exclusively to the Promoter or to the purchasers of the flats to whom the same will be allotted by the Promoter as per Promoter's discretion and the said terrace space is intended for the exclusive use of the Promoter or the said flat purchasers. The said terrace shall not be used for making any garden, storing of any goods or material, water tanks, or any other load on the terrace. The said terrace shall not be enclosed by the

said flat purchasers till the permission in writing is obtained from the concerned local authority and the Promoter or the Association as the case may be. The Promoter or his assignees shall have a right to construct flats, etc. on the said terrace towards FSI of road widening area, FSI of internal roads, TDR or any other FSI.

It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter 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 require 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.

It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter 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 require 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.

Any exclusive use allotted by the Promoter shall be subject to the right of the Association and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Flat Purchaser herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.

IT If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or B.P. Road then the corporation may pay the compensation therefor in terms of additional FSI in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Flat Purchaser has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from P.M.C., construct the additional flats permitted by P.M.C. and to allot/sell them to various persons. The Flat Purchaser shall have no objection for the said new allottees to be admitted as members of the Association. If the Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.

- XII. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this Property as and when permitted by Corporation. The Flat Purchaser has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from P.M.C., construct the additional flats permitted by Corporation and to allot/sell them to various persons. The Flat Purchaser shall have no objection for the said new allottees to be admitted as members of the Association. The Association shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also

be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.

- XIII. Any exclusive use allotted by the Promoter shall be subject to the right of the Society and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s, shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.
- XIV. The Promoter at its discretion shall be entitled to amalgamate the said Plot described in the First Schedule hereunder written with the adjoining plots/land and to jointly carryout the scheme and in the said event from time to time change/prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter or legal provisions applicable therefor. The Allottee has/have given the consent for the same and if required give such consent in future.
- XV. If any portion of the said property adjoining the existing road or otherwise is or will be reserved for the purpose of road widening or D.P. Road then the Corporation/concerned authority may pay the compensation therefor in terms of additional F.S.I. in respect of the said portion under the road widening to be utilised in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter shall be entitled to use the same and additional built up area in the said property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter. The Allottee has hereby given his irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get the same sanctioned from concerned authority, construct the additional units permitted by concerned authority and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society. If the Corporation refuses to permit the FSI in respect of the area under road widening then the Promoter alone shall be entitled to the compensation in respect thereof.
- XVI. The Promoter shall be entitled to use the present unutilised and/or additional built up area/F.S.I./T.D.R. in respect of the said Property in any other property by floating the same and/or in the same property as and when the same is permitted either by way of construction of new building or extension of the building which are presently permitted. Likewise the Promoter shall also be entitled to use FSI pertaining other property in this Property as and when permitted by Corporation. The Allottee has hereby given his Irrevocable consent therefor and the Promoter shall be entitled to revise the plans, get them sanctioned from concerned authority, construct the additional units permitted by Corporation and to allot/sell them to various persons. The Allottee shall have no objection for the said new allottees to be admitted as members of the Society. The Society shall get the new transferees admitted as its members. Notwithstanding anything contained in this Agreement to the contrary the Promoter shall be entitled to utilise any balance and/or additional FSI and/or TDR as stated in above paras on any open space and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the property. The Promoter shall also be entitled to transfer or assign the said right to any other person. The property shall be conveyed subject to the said right.
- XVII. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Allottee herein.
- XVIII. Common areas and facilities in the larger scheme common among all phases are already developed.

- XIX. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the apartment or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.
- XX. The Purchaser hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Purchaser. The Promoter may till the execution of the final conveyance represent the Purchaser to do all the necessary things/acts in all the departments of the P.M.C., Collectorate, Road, Water, Building Tax assessment, Govt and Semi-Govt departments, MSEB/MSEDCL, ULC official etc. and the same shall stand ratified and confirmed by the Purchaser herein.
- XXI. The Promoter herein may be constructing building on the said land in phases and the Purchaser herein undertakes not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Purchaser hereby gives his irrevocable consent for revision/amendment of the building/layout or elevation plans even by shifting the locations of the buildings, open space, internal roads, position of dust bins, transformer plinths, pumping stations etc., adding new buildings and also further revise or amend the said revised plans as and when thought necessary by the Promoter or as and when required by the Promoter, provided that the Promoter shall not make changes in the flat hereby agreed to be sold without prior written permission of the Purchaser.
- XXII. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter 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 of any building 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.
- XXIII. Presently there is no Amenity Space in the layout. Amenity Space (if any) in the layout shall solely belong to the Promoter and to develop or transfer the same or to deal with the same at Promoter's discretion. If required the Promoter may give the Amenity Space to the Govt./Corporation or concerned authority and avail of benefits/compensation therefor. The Flat Purchaser or Association shall not be entitled to claim any interest therein. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.
- XXIV. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Flat Purchaser/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the flat or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.
- XXV. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the flat of the Purchaser if there is a delay in obtaining the water and electricity connections from the concerned

departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of water/electricity the Promoter shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the maintenance deposit agrees for which the Purchaser hereby gives his consents.

XXVI. The Promoter shall be entitled to transfer or give by way of sale, allotment, lease, license, hire-purchase, franchise or on any other basis various spaces like Display Flat, Showcase Unit, Counter, Advertisement Space or any other space in the common areas and facilities such as foyer, atrium etc. or in the other parts of the building to various persons and to receive income therefrom. The Purchaser shall not be entitled to raise any objection therefor. The Purchaser agrees that the Promoter has entered into this Agreement relying upon the above assurances of the Flat Purchaser. In case the flat purchaser raises any objection, then the same will be treated as breach of the contract and the Promoter shall be entitled to terminate this Agreement at its option and discretion.

XXVII. It is hereby made clear that as stated herein above the organisation of all the Flat Purchaser/Flat holders for the said Building shall be an Association of Apartment Owners to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be as per the discretion of the Promoter.

XXVIII. It is hereby made clear that as stated herein above the organisation of all the Apartment Allottee/Unit holders for the said Building shall be Apartment Association. The Promoter may at its discretion and option decide to form a Association separately of each building/wing/phase or jointly of all the buildings/wings in the said property. In the event of separate or more than one Association being formed, the Promoter may decide to form a separate organisation/federation / private trust of such Association for the management of the common areas and facilities common between the Associations. The decision taken by the Promoter shall be final and binding on the Allottees and all Associations.

XXIX. It is declared by the Parties that they are all citizens of India and domiciled in India.

- XXX. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities for months or years with a view to ensure cleanliness thereof even after formation of Society. The Allottee and Society shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the apartment agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other apartments / unsold apartments. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Society.
- (ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by Promoter from various sources viz. borewell, tankers, gram panchayat/corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each apartment/unit and the same will be billed and collected in advance. The collection may be on half yearly or yearly basis.
- (iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation/Concerned Authority after completion of the development

and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the apartment for the purpose of interior works, pooja, etc. The Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.

- (iv) If the apartment/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the apartment / unit until the charges are paid.

XXXI. REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:

In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common amenities such as water, electricity, etc. for interior works. In security thereof the Allottee shall pay to the Promoter Rs. 100000/- (Rs. one lakh only) which will repaid after completion of the Interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.

XXXII. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance completed the Promoter 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 require 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.

XXXIII. Presently there is no Amenity Space in the layout. Amenity Space (if any) in the layout shall solely belong to the Promoter and to develop or transfer the same or to deal with the same at Promoter's discretion. If required the Promoter may give the Amenity Space to the Govt./Corporation or concerned authority and avail of benefits/compensation therefor. The Flat Purchaser or Association shall not be entitled to claim any interest therein. The owner/s or holders of the Amenity Space shall be entitled to avail of benefit of all or any one or more of the common areas and facilities in the layout such as road, open space, use of common drainage, water and electrical lines, etc. as may be given by the Promoter at its discretion subject to liability of payment of contribution towards maintenance thereof.

XXXIV. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Flat Purchaser/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the flat or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.

17B Following shall be limited common amenities –

- a) Terraces above the buildings will be limited common amenity limited for residential units only subject to right of the commercial unit holders to erect antenna on the terraces above the A, B, C Wing in Building No.A. Allocation of the antenna will be decided by the Promoter at a proper convenient location.
- b) Terrace above the Podium will be limited common amenity of residential units only and will be

- c) developed for recreation purposes for A and B Building
- d) Ramp providing access to the parking areas on ground plus six floors will be limited common amenity, limited for residential units in A Building and units in B Building as the entire parking on ground plus sixth floors in the building will be allotted amongst the residential units only.
- e) Top of the Ramp there will be amenity which will be limited common amenity for residential unit holders only for A and B building
- f) Lifts, staircases in the Building No.A will be limited common amenity between residential unit holder in A building only.
- g) Under ground water tank shown north and north east corner of the Building B will be limited common amenity between all residential units of A and B Buildings only. And overhead water tanks located at above staircases of each wing.

18A. Following shall be limited common amenities among the commercial unit holders only –

- a) Basement parking and marginal space in front of the commercial units abutting Nehru road are limited common amenity for commercial units only.
- b) Under ground water tank located at north east corner of the building A in Basement floor and overhead water tank located at South side of the building A on second floor parking and near car lift which will be limited common amenity for commercial units only.

18B. It is hereby made clear that as stated herein above the organisation of all the Flat Purchaser/Flat holders for the said Building shall be an Association of Apartment Owners to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970 as the case may be as per the discretion of the Promoter.

BINDING EFFECT

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

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, 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, arrangement whether written or oral, if any, between the Parties in regard to the said apartment / plot/ building, as the case may be.

20. RIGHT TO AMEND

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

21. PROVISION OF THIS AGREEMENT APPLICABLE TO 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 Project shall equally be applicable to and enforceable against any subsequent allottees of the Apartment, in case of

a transfer, as the said obligations go along with the Apartment for all intents and purposes.

22. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

24. FURTHER ASSURANCES

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

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoters Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Pune after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office or registration within the time limit prescribed by the Registration Act and the Promoter will attend said office and admit execution thereof.

27. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. and Notified Email ID at their respective address / specified below :-

Name of Allottee	
Allottee's Address	
Notified Email ID	

Promoter Name	Suyog Development Corporation Unit 12 LLP
Promoter Address	Office No.27, Parshwa Building Sujay Garden, Mukund Nagar Pune 411037
Notified Email ID	mkt@suyoggroup.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have received by the Promoter or the Allottee, as the case may be.

28. JOINT ALLOTTEE

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

29. Stamp Duty and Registration - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

29.1 Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and acknowledged / credited by the Promoter, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee after end of every financial year or before 30th April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment until Allottee complies the above. Without prejudice to its other rights and at its discretion / option before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the allottee producing such certificate within 4 months of the possession. Provided further that in case the allottee/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee/s.

29.2 The consideration of the said apartment/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said apartment/accommodation. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty of Rs. _____ /- (Rupees _____ only) on the carpet area of _____ Sq.mtrs. which is equivalent to built up area of _____ Sq.mtrs. calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners/Consenting Party herein in the name of the society in which the Allottee will be the member in respect of the said apartment/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee. In addition to the stamp duty mentioned above LBT stamp of 1% is also paid to this Agreement.

30. Dispute Resolution - Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act 2016, Rules and Regulations, thereunder.

31. GOVERNING LAW

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Pune in the presence of attesting witness, signing as such on the day first

above written.

SECOND SCHEDULE

A] COMMON AREAS AND FACILITIES between Phase I and II i.e. Building A

1. The land described in the First Schedule above subject to the right of limited common uses as are specifically mentioned in this agreement.
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the building.
The premises for lodging of persons employed for the management of the property including accommodation for watch and staffs or for lodging of community service personnel.

B] COMMON AREAS AND FACILITIES between Phase I to IV

- The common basements, terraces, parks, play areas, open parking areas and common storage spaces.
1. The premises for lodging of persons employed for the management of the property including accommodation for watch and staffs or for lodging of community service personnel.
 2. Installation of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy.
 3. The water tanks sumps, motors fans compressors, ducts and all apparatus connected with installations for common use.
 4. All community and commercial facilities as provided in the real estate project.
 5. All other portion of the project necessary or convenient for its maintenance, safety and in common use, STP.

C] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two units shall be limited common property of the said two units.
2. Terraces adjacent to the terrace units shall exclusively belong to such respective units.
3. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.
4. Terraces above the building A will be limited common amenity limited for residential units of Phase I to IV only subject to right of the commercial unit holders to erect antenna on the terraces above the A, B, C Wings Building No. A. Allocation of the antenna will be decided by the promoter at a proper convenient location.
5. Terrace above the podium of A building will be limited common amenity of residential units only for Phase I to IV and will be developed for recreation purposes.
6. Ramp providing access to the parking areas on ground plus six floors will be limited common amenity limited for residential units of Phase I to IV excluding commercial unit only as the entire parking on ground plus sixth floors in the building will be allotted amongst the residential units only.
7. Top of the Ramp there will be amenity which will be limited common amenity between residential unit holders of Phase I to IV only.
8. Lifts, staircases, under ground & overhead water tank, In the Building No. A will be limited common amenity between residential unit holder of A building.
9. Basement parking and marginal open space in front of the commercial units are limited common amenity for commercial units only.
10. Under ground water tank located at north east corner of the building in Basement floor will be limited common amenity for commercial units only.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED OF SALE FLAT
NO. 12, ON 12TH FLOOR, BUILDING 'A' AT PUNE ON THE DAY AND THE YEAR FIRST
HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by the within-named

M/S. SUYOG DEVELOPMENT CORPORATION

UNIT 12

Now reconstituted to -

SUYOG DEVELOPMENT CORPORATION

UNIT 12 LLP

Through its Designated Partners -

MR. BHARAT KESHAVLAL SHAH

OR

MR. KANESH BHARAT SHAH

(THE OWNER / PROMOTER)

in the presence of :

1. Sign. : _____
Name : _____
Add. : _____

2. Sign. : _____
Name : _____
Add. : _____

SIGNED AND DELIVERED

by the within-named

MR. _____

MRS. _____

(THE UNIT PURCHASER/S)

in the presence of :

1. Sign. : _____
Name : _____
Add. : _____

2. Sign. : _____
Name : _____
Add. : _____

Annexures to be Annexed

<u>SCHEDULE 'B'</u>	FLOOR PLAN OF THE APARTMENT
<u>Annexure A</u>	Title Report
<u>ANNEXURE B</u>	Authenticated copies of Property Card
<u>ANNEXURE C-1</u>	Authenticated copies of the plans of the Layout as approved by the concerned Local Authority
<u>Annexure C-2</u>	FSI Statement scheduled to be consumed for construction of the phase
<u>ANNEXURE C-3</u>	(Authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project)
<u>ANNEXURE-D</u>	(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)
<u>ANNEXURE-E</u>	(Specification of amenities for the Apartment)
<u>ANNEXURE-F</u>	Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority

ANNEXURE – C/3

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

Sr. No.	Particulars	Area In square meters
A	Entire plot area under development (including reservation)	14495.43 Sq. Mt.
B	Sanctioned plan details & date	CC No. 3333 Dt. -31/12/2015
C	No. of buildings	Building A, (Wing A, Wing B & Wing C) Commercial
D	FSI utilization for 'A' building per sanctioned plan: CC No. 3333 Dated 31/12/2015	9986.78 Sq. Mt.
E	Built up area of each building as per sanctioned plan	Building A (Commercial 1288.37 Sq. Mt.+ Residential 8698.41 Sq.Mt.) = 9986.78 Sq. Mt.
F	Building to be constructed	Building A having 3 wings namely (Wing A – Kalp, Wing B- Shruta & Wing C – Agam) Basement + 6 Parking Floor (Ground Floor Partly Commercial) + Podium + 9 Residential + Terrace.
G	Proposed future Floors of A building	Building A having 3 wings namely (Wing A–Kalp, Wing B–Shruta & Wing C–Agam) proposed additional approx. 13 Floors for each wing.
H	Proposed future Floors of B building	Basement + 6 Parking and Podium floor + 22 floors + Terrace

ANNEXURE – E

SPECIFICATION

STRUCTURE

- RCC structure conforming to relevant IS codes and specifications.

MASONRY

- RCC External walls & Internal walls in light weight block work.
- Gypsum plaster finish for internal walls.
- POP/ Gypsum false ceiling for entire apartment.

PLUMBING

- Slung plumbing for all toilets with modular false ceiling.
- Sanitary and CP fittings of reputed brand.
- Body shower for master bedroom toilets with single lever diverter.

TILING

- Natural marble stone for entire apartment.
- Granite / Stone / Vitrified Tile/ Marble / Artificial Marble flooring in toilets and dado up to ceiling level.

KITCHEN

- Modular Kitchen.
- Vitrified tiles dado up to sill level.
- Gas piping for kitchens.

DOORS AND WINDOWS

- Veneer finish main door.
- Laminate finish flush doors and Plywood door frames for all bedrooms & toilets.
- UPVC / aluminium anodised / powder coated sliding windows with mosquito mesh.
- MS grill for all windows.

TERRACE / BALCONIES / SIT-OUTS

- Anti skid flooring for terraces.
- S.S. handrail with glass railing in terraces & sit-outs.
- Vitrified tile flooring in dry balconies.
- Dry balcony dado up to lintel level.
- Provision for washing machine and dishwasher in dry balcony.

LIFTS

- Two elevators and one stretcher / service elevator each building.

ELECTRICAL

- Concealed electrical copper wiring and Modular switches in all rooms.
- VRF air conditioning system for entire flat.
- Genset backup for entire flat excluding AC.

PAINTING

- Luster / plastic paint for all internal walls.
- Textured acrylic paints on external surfaces.

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