

AGREEMENT

THIS AGREEMENT is made and executed at on this day of
... .. Two Thousand and

BETWEEN

M/s. The Nest Constructions,

PAN : AABFT6780D

A registered partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its place of business at: F-3, Rohan chambers, Kothrud, Pune - 411038 represented through its authorised partner.

(i) Mr. Charudatta Digambar Joshi,

Age about: 56 Years; Occupation: Business,

Residing at:

SNEH, 21, Shantiban Society,

Kothrud, Pune 411038

Hereinafter referred to or called as **"The Promoters/Developers/Builders"**, (which expression unless repugnant to the context or meaning thereof be deemed to mean and include the said partnership firm and the present and future partners constituting the said firm and their respective heirs, administrators, successors, executors and assigns)

. . . PARTY OF THE FIRST PART

AND

(1) Mr. _____

Age: ____ years, Occupation: _____,
PAN No. _____.

(2) Mrs. _____ -
Age: ____ years, Occupation: _____,
PAN No. _____.

All Residing at:
_____.

Hereinafter referred to or called as **“THE FLAT PURCHASER/S”** (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone so far as the obligations on the part of the owner and / or the Developers is/are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

. . . PARTY OF THE SECOND PART

(A)(1) The Padmarashan Sahakari Griha Rachna Sanstha Maryadit (A society registered under Maharashtra Co-operative Society Act,1960)(Herein after called as an “Owner Society or said Society”) herein are the absolute owners of and otherwise well and sufficiently entitled to all that piece and parcel of well-defined and demarcated land or ground bearing Survey no. 678/18+19/1B corresponding CTS No. 991, situated at Bibwewadi, Pune, within the limits of Pune Municipal Corporation and within the Registration Sub-District Taluka Haveli of District Pune admeasuring about 5478.53 square metres i.e. 58,970.89 square feet (hereinafter referred to as **“the said larger property”**)

(2) The Developer acquired the development rights of construction of the said larger property excluding plinth plots D1,D2,D3a,D3b,D4 and D5 allotted to its members and land admeasuring about 4593.73 square metres, i.e. 49,446.91 square feet and more particularly described in the First Schedule hereunder written and delineated in red colour boundary line on the plan annexed hereto and marked as Annexure **“1”**. (hereinafter referred to as **“the said property”**)

(B) The Title and the rights of the Owners/ Developers to the said land are detailed hereunder:-

- (1) All that piece and parcel of land bearing Survey no. 678/18+19/1B corresponding CTS No. 991, situated at Bibwewadi, Pune, measuring about 5478.53 square metres i.e. 58,970.89 square feet was purchased by Padmarashan Co-Operative Housing Society Ltd from Mr. Vasudeo B. Sathe and others, at the directions of Mrs. Vijaya Laxman Kukade, Developer then, vide Sale Deed dated 29.07.1981, registered at Sub-Registrar's Office, Haveli II at serial no 4416 on the same day.
- (2) The said Padmarashan Co-Operative Housing Society Ltd and Mrs. Vijaya Laxman Kukade, original Developer jointly by an agreement dated 14.10.2003 and 29.03.2006 has entrusted development rights in respect of the said larger property excluding plinth plots D1, D2, D3a, D3b, D4 and D5 allotted to its members in favour of M/S The Nest Constructions, upon the terms and conditions set out in the said agreement, which is registered in the office of Sub Registrar haveli X at Sr. No. 6003 on the same day and Supplementary Cum Correction Deed dated 29.03.2006 which is registered in the office of Sub Registrar XIX at Sr. No. 2305 on the same day. They have also executed a Power of attorney dated 14.10.2003, to and in favour of M/S The Nest Constructions, which is registered in the office of Sub Registrar Haveli X at Sr. No. 6004 on the same day. (hereinafter referred to as **"the said property"**)
- (3) Thus by virtue of the said agreements dated 14.10.2003 and dated 29.03.2006 with the Owner Society and the original Developer Mrs. Vijaya Laxman Kukade and members of the Society, the Developer alone has sole and exclusive rights to construct and allot/sell flats, shops, open spaces, parking spaces, terrace/s, units etc. in the buildings being constructed on the said property and enter into agreement/s with the Purchaser/s of the flat/s, shop/s, unit/s and to receive the sale price thereof. Accordingly, the Developer has constructed two multistoried buildings and sold sixty-four flats in Wing C and Wing B along with common amenities and infrastructure in the year 2006 and year 2008. The infrastructure and amenities developed by the Developer shall be available for all flat purchasers of Wing A building, which are as follows: i) Club House and garden ii) Temple iii) Underground Water Tanks, waterline and pumps iv) Fire Fighting System v) Drainage vi) Access ways/Driveways vii) Streetlights viii) Transformer with all accessories ix) Generator x) Car parking spaces and two wheeler spaces xi) Gas pipeline xii) Communication cables xiii) Compound wall with security gate.

- (6) The Owners/ Developers appointed a legal advisor for conducting a search and giving a title report for the above mentioned property. The legal advisor has issued a title investigation report for the said property and certified that the title of M/S The Nest Constructions, a partnership firm has clear and marketable title and the said property is free from all or any kind of encumbrances.
- (C) The Developers herein have appointed Architect Ramesh Hulgeri and Architect Arun Joshi, having office at: Plot No. 23/A, Shantiban Society, Kothrud, Pune 411038 as its Architect and V M Consultants having office at: Flat No. 3, Nandadeep, BMCC Road, Pune. as its Structural Engineer for the preparation of the drawings and submission of the same for approval by Building Control Dept., PMC, Pune and structural design of the building/s which are proposed to be constructed on the said land and have agreed to accept their professional services and supervision. The Developers herein have reserved right to change aforesaid Architects and Engineers before the completion of the building/s.
- (D) The Developers have obtained the following permissions and sanctions from various authorities for the development of the said land and the same are enumerated hereunder: - (i) The Pune Municipal Corporation have sanctioned the building plans for Wing A in respect of the building to be constructed on the said land and have issued the necessary Commencement Certificate bearing no. CC/4156/15 dated 21.01.2018. The layout of buildings was revised and PMC have issued the necessary commencement certificate bearing no. CC/0462/16.
- (E) In light of the aforesaid transactions, the Developers herein have absolute authority to obtain revised sanction to the building layout, building plans by utilizing full potential FSI/TDR/Premium FSI/Road Widening FSI or any FSI permissible as per PMC rules and regulations to develop the said land by constructing multistoried buildings thereon and have absolute right to sell, lease, mortgage, etc. the flats, apartments, showrooms, shops, offices, premises, tenements in the building which is/are under construction or to be constructed on the said land and further have absolute authority and right to allot exclusive right to use terraces, reserved / restricted areas, space for advertisements on the terrace of the building, etc. in the buildings, which is/are under construction or to be constructed on the said land by the Developers and to enter into agreements with the Purchasers, Mortgagees, lessees, etc. and to receive sell price and deposit and other charges in respect thereof.

- (F) The Developers herein have commenced the development of the said land by constructing a residential building thereon to be known as **“Wing A of Sai Shilp Kukade Parisar (Padmarashan Society) ”**.
- (G) The Developers have also disclosed to the Purchaser/ s that they have obtained a permission from the Deputy Registrar, Co-operative Societies, Pune City (1),Pune to form a Society within a Society vide their letter no Pune City(1)/Potaniyamdu/7/Padmarashan/year 2005 dated 24.10.2005 .Accordingly, a separate society of wing A flat purchasers shall be formed after the disposal of 51% of the tenements in the project and anyone authorised person will represent wing A society on to principal society, i.e Padmarashan Society.
- (H) The Developers have disclosed the proposed Building to be constructed on the said land shall comprises of underground parking + two upper level parking for cars and two wheelers +, twelve upper floors with maximum 48 residential tenements therein. The Developers have disclosed that the total allowable FSI of the said land as per Pune Municipal Corporation's DCPR-2017, including the basic FSI of 1.10, TDR of 0.90 and Paid FSI 0.50 ,total 2.50 and which would be maximally consumed on the proposed building.
- (I) The Purchaser/s herein has/have demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents relating to the said land and the plans, designs and specifications prepared by the aforesaid Architect of the Developers and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 read with the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.
- (J)
- (i) The copy of the floor plan showing the said flat approved by the competent authority and agreed to be purchased by the Purchaser/s herein is annexed hereto as Annexure – “1”
 - (ii) The copy of the Certificate of the Title of the said land issued by the Advocate of the Developers herein is annexed hereto as Annexure – “2”.
 - (iii) The copies of the 7/12 extract / Property Extract Card of the said land showing the nature of the title of the Developers is annexed hereto as Annexure – “3”.
 - (iv) The copies of the parking floor plan, showing the allotted parking is annexed hereto as Annexure – “4”.

- (v) The copy of the Commencement Certificate is annexed hereto as Annexure – “5” being part of approval of the building plans
 - (vi) The copy of the N. A. Order is annexed hereto as Annexure – “6” being permission for N.A. use of the said land.
 - (vii) The details of the said premises which is agreed to be purchased by the purchaser herein are annexed hereto as Annexure – “7”.
 - (viii) The details of the payment of installments of consideration are annexed hereto as Annexure – “8”.
 - (ix) The specifications herein have agreed to be provided by the Developers in the said premises and which has been agreed to be purchased by the Purchaser/s herein have stated in Annexure – “9”.
 - (x) The photo identity of the Developers and the Purchaser/s is annexed hereto as Annexure “10”.
 - (xi) The Power of Attorney of the person/s admitting the registration on behalf of the Developers is annexed hereto as Annexure “11”.
- (K) The Developers have disclosed that they have obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections and the said building/s for the commencement of the development of the said land and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the Completion /Occupation Certificate of the said building and the tenements therein from the competent authority.
- (L) While sanctioning the said plans, the concerned authority and/or the Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said project on the said land and the said building/s and upon the 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.
- (M) On disclosure by the Developer/s to the Purchaser/s’ about all relevant documents pertaining to title, the marketable title of the Developers and rights and authorities of the Developers herein and also as regards all permissions and sanctions for development and the terms/ conditions/ stipulations as stated therein, the Purchaser/s declares that he/she/they has/have satisfied

himself/herself/themselves regarding the same and shall not raise any dispute hereafter.

- (N) The Purchaser/s herein has/have applied/requested to the Developers for allotment of the said Premises more particularly described in Annexure "7" annexed hereto and shown on the plan annexed hereto as Annexure "1" , (herein referred to or called as **"THE SAID PREMISES"**)
- (O) The Carpet Area of the said Premises being the subject matter of this Agreement is defined as "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
- (P) The Developers herein have agreed to provide amenities in the said Premises, which are more particularly described in the Annexure – "9" annexed hereto.
- (Q) The Purchaser/s herein is/are aware of the fact that the Developers herein have entered or will enter into similar or separate agreements with several other person/s and party/s in respect of the other tenements/ flats/ terraces, and top terrace etc.
- (R) The parties relying on the confirmation, representations and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

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

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

1. CONSTRUCTION

As stated hereto before the Pune Municipal Corporation / concerned authorities have sanctioned the building plans of the building which is under construction on the said land. The Developers herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority or within building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser/s and further that the Purchaser/s has/have also seen the tentative plans for the additional floors

and/or tenements to be constructed on the said building in future as so as to consume the total buildable potential as stated hereinabove. Provided that, the Developers shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

2. CONSIDERATION OF THE SAID PREMISES

- (A) Relying upon the Purchaser/s representation/s and assurance/s, the Developers herein have agreed to sell and the Purchaser/s herein has/has agreed to purchase from the Developers Residential premises bearing **Residential Flat No. ____** admeasuring carpet area about ____ **square metres** and Enclosed Balconies admeasuring ____ **square metres** together making a total area of ____ **square metres** situate on ____ (**____ Floor**) Floor in Building and project to be known as **“Wing A of Sai Shilp Kukade Parisar (Padmadarshan Society)”** and along with an exclusive right to use (i) adjacent Open Terrace admeasuring ____ **square metres**, (ii) adjacent Open Balcony admeasuring ____ **square metres**, (iii) Overhead Open Terrace admeasuring ____ **square metres** and (iv) ____ Covered mechanical Car Parking Space No. ____ admeasuring ____ **square metres** along with appurtenances thereto and which premises along with appurtenances is/are more particularly described in the Annexure **“7”** annexed hereto and is hereinafter referred to as **“THE SAID PREMISES”**, at or for total lump sum consideration of **Rs. _____/- (Rupees _____ only)** including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes the expenses for obtaining electric connection from M.S.E.D.Co or electricity company, expenses for formation of society or association of apartment etc. including share money, expenses for final conveyance deed, expenses for providing genset backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Premises, but excluding all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such levies which will have to be paid by the Purchaser/s to the Developers or concerned authority separately.

The nature, extent and description of the common areas and facilities and restricted areas and facilities, which are more particularly described in the Second Schedule written hereunder.

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

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

3. PAYMENT OF INSTALLMENTS OF CONSIDERATION

- (A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Developers herein in the manner detailed in Annexure “8” annexed hereto.
- (B) The Purchaser/s herein shall pay the aforesaid consideration to the Developers herein on due date or within 7 (seven) days from the Purchaser/s receiving the

written intimation from the Developers calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

- (C) The Developers herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by RTGS / NEFT Cheques /Demand Draft issued/drawn in the name of **"M/s. The Nest Constructions"**.
- (D) The Developers may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of ____% (____ percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developers.
- (E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.
- (F) It is clarified that the Developers shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Developers shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Annexure "8" annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.
- (G) The Purchaser/s authorizes the Developers to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Developers may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/demand/ direct the Developers to adjust his/her/their payments in any manner.
- (H) The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Developers to the Purchaser/s and that the Developers shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- (A) It is hereby agreed that the Developers and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.
- (B) The Purchaser/s herein shall not be entitled to claim possession of the said Premises until the Completion Certificate in respect of the said Premises is received by the Developers from Pune Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this agreement in respect of the said Premises to the Developers and is/are not guilty of breach of any of the terms and conditions of this Agreement.

5. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

- (A) In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- (B) It is hereby declared that, sanctioned plan/s of has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI.
- (C) The Developers have disclosed that the FSI available as on date in respect of the said land is basic 1.10 plus 0.90 TDR plus paid FSI 0.50, total 2.50 and that the Developers shall be loading TDR or Paid FSI on the said land. The Developers have disclosed that they have at the time of this Agreement utilized a buildable potential to the tune of 3548.12 square metres only as per the sanctioned plans and shall utilize the balance buildable potential, if any by revising the building plans by addition additional tenement/floors in and upon the said building in due course of time and for such utilization of the balance buildable potential by the Developers, the Purchaser/s have the given their specific irrevocable consent and no objection by executing this Agreement to carry out such amendments, alterations, modifications and/or variations in constructing the said Premises, said building on the said land and/or to the layout plan and/or to the building pans (whether or not envisaged and/ or constructed at present) provided that

the location, the area, the size and shape of the said Premises agreed to be purchased by the Purchaser/s is not adversely affected in any manner. The Purchaser/s further undertake/s to give any further consent or no objection as may be required by the Developers for the said purpose without any demur and delay.

- (D) The Developers shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said land by construction or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent and no objection for the aforesaid purposes and further undertakes to give any further consent or no objection as may be required by the Developers without any demur and delay.
- (E) As stated in these presents, the Developers have disclosed the total buildable potential as proposed to be utilized by them on the said land and the Purchaser/s has/have agreed to purchase the said Premises based on the proposed construction and sale of tenements to be carried out by the Developers by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Developers only.

6. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

- (A) The Developers herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Developers in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Developers.
- (B) The Developers herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Developers in respect of the said land and also as regards the buildable potential by appointing his/her/ their own Advocates/Architects/etc. As required by the Purchaser/s, the Developers herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title, rights and authorities of the Developers herein in

respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/ have entered into this Agreement.

- (C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Developers in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

7. TIME IS ESSENCE OF THE AGREEMENT

- (A) Time is of the essence of this Agreement for the Developers as well as the Purchaser/s.
- (B) The Developers shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the Completion Certificate from the concerned authorities.
- (C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Developers as provided in Annexure "8" being the payment plan.
- (D) If the Developers fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Developers agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Developers shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST, Stamp Duty, Registration Fees or like) for every month of delay, till the handing over of the possession of the said Premises.
- (E) The Purchaser/s agrees to pay to the Developers interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Developers under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developers. Provided that the tender of the principal amounts and interest or

tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developers under this Agreement, nor shall it be construed as condonation of the delay by the Developers against delay in payments by the Purchaser/s.

- (F) Without prejudice to the right of the Developers to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developers under this Agreement (including his/her/ their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Developers), the Developers shall at its own option, may terminate this Agreement: Provided that, the Developers shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Developers within the period of the notice then at the end of such notice period, the Developers shall be entitled to terminate this Agreement. Provided further that upon the termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developers within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Developers. It is understood that the Developers will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST, Stamp Duty, Registration Fees or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Developers shall entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.
- (G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Developers and shall also hand over the original of these presents to the Developers. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. _____, Age: _____ years, Occupation: _____, Residing at: _____ being the person admitting these presents on behalf of the

Developers (The photocopy of the photo identity of Mr. _____ is annexed hereto as Annexure "11" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may be required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

8. SPECIFICATIONS AND AMENITIES

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

9. DELIVERY OF POSSESSION

The Developers herein shall complete the construction of the said Premises in all respect on or before 31/12/2022. In the event, the Developers fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause 7 (D) hereinabove from the date the Developers have received the sum till the date the amounts and interest thereon

is repaid to the Purchaser/s. Provided that, the Developers shall be entitled to reasonable extension of time for giving delivery of the said Premises on the aforesaid date, if the completion of the said building in which the said Premises is situated is delayed on account of:-

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

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

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

- (F) The Purchaser/s agree/s to pay the maintenance charges, deposits as determinate by the Developers or ultimate organization of the tenement purchasers in the project, as the case may be at the time of taking possession of the said Premises.
- (G) In the event, the Purchaser/s fail/s to take possession of the said Premises as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc. as applicable.

11. DEFECT LIABILITY

- (A) If within a period of 5 (five) years from taking possession of the said Premises from the concerned authority, the Purchaser/s brings to the notice of the Developers any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Developers at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Developers reasonable compensation for such defect in the manner as provided under the Act. Provided that,
 - (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs,
 - (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any iterations / modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developers, the defect liability automatically shall become void.
- (B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Developers and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

12. USE OF THE SAID PREMISES

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

13. FORMATION OF ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

- (A) The Developers have also disclosed to the Purchaser/ s that they have obtained a permission from the Deputy Registrar, Co-operative Societies, Pune City (1),Pune to form a Society within a Society vide their letter no Pune City(1)/Potaniyamdu/7/Padmadarshan/year 2005 dated 24.10.2005 .Accordingly, a separate society of wing A flat purchasers shall be formed after the disposal of

51% of the tenements in the project and anyone authorised person will represent wing A society on to principal society, i.e Padmadarshan Society. The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the said project or in the said building shall join in forming and registering the separate Society to be known as **“Wing A of Sai Shilp Kukade Parisar”** and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within 7 (seven) days of the same being forwarded by the Developers to the Purchaser/s, so as to enable the Developers to register the Society at the Registrar of Co-operative Societies, Pune, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Developers, the Developers shall not be liable for any delay in the formation of Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) Months, then the Developers shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

14. CONVEYANCE IN FAVOUR OF THE ORGANIZATION OF TENEMENTS HOLDERS IN THE BUILDING/S

The Developers have also disclosed to the Purchaser/s that Wing A Society being constructed shall be a part of Padmadarshan Co-operative Society Ltd., which is registered under Maharashtra Co-operative Society Act, 1960 vide no PNA/HSG/1530 dated 30.06.1981. And the said larger property is owned by the Society. Padmadarshan Society's name appears on revenue records as an owner, i.e. 7/12 extract.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

- (A)** Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Premises and non-agricultural assessment in respect of the said land to the respective authorities and/or to the Developers or/and to the ad- hoc committee appointed by the Developers or

authorized committee of the Association or Society which is to be formed by the Developers herein as stated hereinbefore.

- (B)** Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Premises, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Premises quantified at Rs. ____/- (Rupees _____ only) per month to the Developers and/or maintenance company appointed by the Developers or/and to the ad-hoc committee appointed by the Developers or authorized committee of the Association which is to be formed by the Developers herein as stated hereinbefore.
- (C)** The maintenance charges shall be only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.
- (D)** But it is specifically agreed between the parties hereto that, the Developers is not responsible/liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.
- (E)** The Purchaser/s shall at the time of taking possession of the said Premises or within a period of 15 (fifteen) days from the intimation to take possession and pay in advance a sum of Rs. ____/- (calculated at Rs. ____/- per month for 12 months) towards maintenance charges for a period of 12 (twelve) months to the Developers or the maintenance company. The Developers and/or the maintenance company shall cause the maintenance as stated above for the said period utilizing the said amounts. No accounts thereof shall be furnished by the Developers and/or the said maintenance company to the Purchaser/s or ultimate organization of the tenement purchasers.
- (F)** It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the ultimate organization of the tenement purchasers and/or said Maintenance Company such sums as may be determined by the said maintenance company having regards to inflation.
- (G)** The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.

- (H)** It is specifically agreed between the parties hereto that, the Developers are not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold premises in the project.

16. SPECIAL COVENANTS

- (A)** The Developers herein have specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Developers herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the tenement/s in the building or project shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Developers herein have agreed to allot and sell the said premises to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.
- (B)** The Developers herein are providing advance technology amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, etc. for the tenement holders in the project. The said plants and equipments are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the parties hereto that, the Developers shall not be responsible after handing over of premises to society or ultimate organization, the ultimate organization shall set its own norms for use of common advanced amenities. It is further agreed that the Developers shall in no manner be responsible or liable for any misuse, injuries, causalities/ calamities or any damages of whatsoever nature caused to any person or property.
- (C)** The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which includes operation of the rain water harvesting, bio compost plant (if any), etc. The Purchaser/s hereby gives his/her//their consent and no objection to the Developers and/or the ultimate organization of tenement purchasers or the maintenance company to operate and run facilities such as sewage treatment plant (if any), rain water harvesting, etc. as per the rules and regulations imposed by the concerned authorities.

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

or wireless communication towers or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- (K)** Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said land and building or any part thereof except the said Premises. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Developers until the said land and building is transferred to the ultimate organization of the tenement purchasers as hereinabove mentioned.
- (L)** Any delay tolerated or indulgence shown or omission on the part of the Developers in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Developers shall not be construed as the waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.
- (M)** In the event of the Society being formed and registered before the sale and disposal of all the tenements/units. premises in the building, all the power, authorities and rights of the Purchaser/s herein shall be always subject to the Promoter's over all right to dispose of unsold tenements and allotment of exclusive rights to use un-allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement, installation of wireless communication towers etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Association of Apartment or the maintenance company as the case may be shall have no right to demand any amount from the Developers herein in respect of the unsold tenements/premises towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- (N)** Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developers shall have all the rights

under this agreement and other agreements in respect of the other premises shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the premises in the building is received by the Developers.

- (O) The Developers herein have not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Developer, other than the terms and conditions expressly provided under this agreement.
- (P) If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has/have allotted by the Developers to the purchaser of any tenement in the building, such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Developers herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as exclusive right to use the terrace, open space, parking space etc. along with the said premises, if any.
- (Q) In case after the possession of the said premises is handed over to the Purchaser/s and the Purchasers let out or rent or lease or give on leave and license basis the said premises, then in such an event, the Purchaser/s shall inform in writing to the Developers or the ultimate organization the details of such tenant or licensee or care takers.
- (R) On notification being issued by the Government to that regards, the Developers shall obtain forthwith the insurances in respect of the (i) title of the said land and building and (ii) construction of the project and shall pay the necessary premiums and charges thereto.

17. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

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

18. REPRESENTATIONS AND WARRANTIES BY THE DEVELOPERS

- (A)** The Developers has clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.
- (B)** The Developers have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.
- (C)** There are no encumbrances upon the said land or the said project save and except those disclosed in the Title Report and/or in this Agreement.
- (D)** There are no litigations pending before any Court of Law with respect to the said land or project save and except those disclosed in the Title Report and/or in this Agreement.
- (E)** All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said land and the said building shall be obtained following due process of law and the Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building and common areas.
- (F)** The Developers have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

- (G) The Developers have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/ s under this Agreement.
- (H) The Developers confirm that the Developers are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.
- (I) At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Developers shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.
- (J) The Developers have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the concerned authorities.
- (K) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said land) has been received or served upon the Developers in respect of the said land and/or the said project save and except those disclosed in the title report and/or in this agreement.

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

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

- (A) To maintain the said Premises at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Premises or the building in which the said Premises is situated, staircase or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in

or to the said Premises and/or to the building in which the Premises is situated and in or to the said Premises itself or any part thereof without the consent of the local authorities, if required.

- (B)** Not to store in/outside the said Premises or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, lift/elevator or any other structure of the building including entrances of the building in which the said Premises is situated and in case of any damage is caused to the building in which the said Premises is situated or the said Premises on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.
- (C)** To carry at his/her/their own cost/s all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Developers. And further the Purchaser/s shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- (D)** Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Premises or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building in which the said Premises is situated and shall keep the portion, sewers, drains, pipes and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC paradise or other structural members in the said Premises without the prior written permission of the Developers and/or the ultimate organization of the tenement purchasers.
- (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 Premises in the compound or any portion of the said land and the building in which the said Premises is situated.
- (G)** Not to install any satellite TVC Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Premises or the terrace. Prior written permission for installation of such devices shall have to be obtained from the Developers or ultimate organization of tenement purchasers as the case may be and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- (H)** Pay to the Developers within 15 (fifteen) days of demand by the Developers, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the building in which the said Premises is situated.
- (I)** To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Premises and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said Premises by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.
- (J)** The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the said Premises until all the dues payable by the Purchaser/s to the Developers under the agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non- observance of any of the terms and conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Developers and obtained written consent thereof.
- (K)** The Purchaser/s shall observe and perform all the rules and regulations which the ultimate organization of tenement purchaser may have adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building which are and the tenement therein and for observance and

performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the government and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by ultimate organization of tenement purchasers regarding the occupation and use of the Premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this agreement.

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

20. NAME OF THE PROJECT AND BUILDING/S

- (A) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Developers herein have decided to have the name of the Project / Scheme **“Sai Shilp Kukade Parisar (Padmarashan Society) ”** and further erect or affix Developers name board at suitable places as decided by the Developers herein on any building/s and at the entrances of the scheme or on the terrace /roof or on water tank of any building/s.
- (B) The Purchaser/s or other tenement holders in the building or proposed ultimate organization of tenement purchasers or its successors are not entitled to change the aforesaid project / scheme name and remove or alter Promoter's name board in any circumstances.

21. MEASUREMENT OF THE AREA OF THE SAID PREMISES

- (A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated.

- (B)** “Carpet Area” shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Premises, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials an shall include column(s) within or adjoining or attached to the wall.
- (C)** At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 3% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Developers or Purchaser/s as the case may be refund or pay the differential amount.
- (D)** After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

22. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

23. CAR PARKINGS

- (A)** It is hereby agreed that thought the car parking and scooter parking area covered or open shall be owned by all the tenement owners or their ultimate

organization, it is the necessity and requirement of the tenement purchasers that various parking spaces be got distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Developers on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parking to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the tenement purchasers in the project or their ultimate organization that may be formed.

- (B)** The Developers have not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Developers ex-gracia on the request of the Purchaser/s and that if for any reason it be held that such selection /designation of parking/s by the purchasers of the tenements themselves is not proper then the purchasers of the tenements in the project (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other tenement purchasers.
- (C)** All the tenement purchasers in the project (who have till this date booked tenements in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own violation, selected car parkings, scooter parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments confirmed from the ultimate organization of the tenement purchasers which may be formed and the same shall form a part of the ultimate conveyance in favour of the said ultimate organization.
- (D)** The tenement purchasers amongst themselves agree that the selection shall be final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated.
- (E)** The Purchaser/s agree that in case of disputes amongst the tenement purchasers regarding the selection of the parking spaces, the same shall be referred to the Sole Arbitration of Mr. S.R.Kulkarni, Founder President of Marathi Bandhkam Vyavasaik Association, Pune being nominated by the parties hereto, whose decision shall be final and binding on all the tenement purchasers in the project.

24. BROCHURE/ADVERTISING MATERIAL

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

25. TAX DEDUCTED AT SOURCE

- (A) If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Developers under this Agreement shall be acknowledged / credited by the Developers, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.
- (B) Provided further, that at the time of handing over the possession of the said Premises, if such Certificate of TDS is not produced to the Developers, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Developers and which deposit shall be refunded by the Developers on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Premises being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Developers shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

26. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements, deed of apartment or any final conveyance deed which is to be executed by the Developers in favour of the Purchaser/s. The parties herein shall

be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Developers in favour of the Purchaser/s or in the name of the ultimate organization of tenement purchasers.

27. BINDING EFFECT

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

28. 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, arrangements whether written or oral, if any, between the parties in regards to the said Premises.

29. RIGHT TO AMEND

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

30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

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

31. SEVERABILITY

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

32. CALCULATION OF PROPORTIONATE SHARE

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

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

34. PLACE OF EXECUTION

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

35. REGISTRATION

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

36. SERVICE OF NOTICE

- (A)** All notices to be served on the Developers or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Developers or the Purchaser/s as the case may be by under Registered Post A.D,Whatsapp,SMS and notified by E-mail at his/her/their address/as specified in the title clause of this Agreement or at the address intimated in writing by the Purchaser/s after execution of this Agreement.
- (B)** In change of any address, telephone number, mobile number, email address the any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Developers or the Purchaser/s as the case may be.
- (C)** In case of joint purchasers all communications shall be sent by the Developers to the purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

37. DISPUTE RESOLUTION

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

rules and regulations made thereunder. Before taking a dispute to RERA authorities, an efforts to resolve the dispute should be made by both parties to refer it to the sole arbitrator Mr. S.R.Kulkarni, Founder President of Marathi Bandhkam Vyavasaik Association, Pune.

38. EFFECT OF LAWS

- (A)** The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
- (B)** This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made thereunder.
- (C)** The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement.

SCHEDULE – I (Description of the said land)

All that piece and parcel of well-defined and demarcated land or ground bearing Survey no. 678/18+19/1B corresponding CTS No. 991, situated at Bibwewadi, Pune within the limits of Pune Municipal Corporation and within the Registration Sub-District Taluka Haveli of District Pune admeasuring about 4593.73 square metres i.e. 49,446.91 square feet and is bounded as follows :-

On or towards East : S. No. 679
On or towards West : 18 mtr wide DP road (proposed)
On or towards North : S.No.678/18+19(part)
On or towards South : Plinth Plots. D1 to D5 & S.No.676/1A

SCHEDULE - II (Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON AREAS AND FACILITIES:-

- 1.The underground and overhead water tanks and electric motor and pump, if any.
2. The access and approach to the building and the staircase.
3. All the drainage lines, water lines, plumbing network throughout the building.
4. Staircase / landings and entrance area of the buildings.
5. R.C.C. frame work structure of the buildings.
6. Plants and trees planted or to be planted, if any in the open space. 7.Common electric meters and water meters connected to the common lights, water connections, pump sets, etc.
- 8.Light points on the internal road, light points outside the building and in the staircase as well as in the car park.
9. Areas under the internal passages/drive ways within the said land.
10. Passenger lift with power backup.
11. Portion of top terrace (as marked)
- 12.Transformer and its accessories.
- 13.Generator Set.
- 14.Club House ,Garden and Temple in open space.
- 15.Fire Fighting System
16. Compound wall
- 17.Security cabin

(B) RESTRICTED AREAS AND FACILITIES:-

1. The open space adjacent to the ground floor/stilt floor flats up to the fencing or boundary mark for the respective building, are restricted areas and the Developers herein shall have exclusive right to allot the same to the tenement holder in the building.
2. The parking as shown in annexure shall be restricted and the same shall be allotted in the manner as stated in this Agreement.
3. Top terrace of the building/s shall be restricted and the Developers herein shall have exclusive right to allot the same to the Premises holder in the building.
4. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Developers shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of tenements, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vise-versa.

SCHEDULE – III

(Description of the said Flat No.)

All that piece and parcel of ownership Flat No. ----- admeasuring:

- I a) Carpet ----- sq. Mtr. (----- Sq. ft.)
 - I b) Area of Terrace -----Sq. Mtr. (---- Sq. Ft.)
 - I c) Area of Balcony -----Sq. Mtr. (-----Sq. Ft.)
-

Building “Wing A” along with covered car parking constructed on the property described in the Schedule I above, and which premises are more particularly shown in the plan annexed hereto.

On or towards East : -----
On or towards West : -----
On or towards North : -----
On or towards South : -----

IN WITNESS WHEREOF

The parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and the year first herein above written.

SIGNED SEALED AND DELIVERED

by the within named Developers

M/s. The Nest Constructions

Through the hands of its partner

1. Mr. Charudatta Digambar Joshi

SIGNED SEALED AND DELIVERED

by the within named Purchaser/s.

1. Mr. _____

2. Mrs. _____

Annexure “1” Copy of Floor Plan of the said building
Annexure “2” Copy of the Certificate of the Title by Advocate
Annexure “3” Copy of the 7/12 extract /Property Extract Card of the said land
Annexure “4” Copy of the parking plan and floor plan
Annexure “5” Copy of the Commencement Certificate
Annexure “6” Copy of the N.A Order
Annexure “10” Copy of the Photo Identity of the Developers and the Purchaser/s
Annexure “11” Copy of the Power of Attorney of the person/s admitting the registration on behalf of the Developer
Annexure “7” Details of the said Premises

(A)

Residential Flat

No.

(B)

Area as per RERA act and this Agreement

(i) Carpet area of the said Premises _____ square metres

(ii) Carpet area of enclosed balcony _____ square metres

Total Carpet area _____ square metres

(C)

Floor _____

(D) Building **Sai Shilp Kukade Parisar**

(E) Usage Residential

(F) Exclusive right to use:

(i) Adjacent Open Terrace _____ square metres

(ii) Adjacent Open balcony _____ square metres

(iii) Overhead Open Terrace _____ square metres

(iv) Covered/Mechanical Car Parking Space _____ square metres bearing No/s. ____

_____ In the project known as “ **Sai Shilp Kukade Parisar “A” Wing**” being developed or developed on the said land described in the First Schedule herein written.

DECLARATION

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

(Developers)

PURCHASER(S)

(1) Mr. _____

(2) Mrs. _____

Annexure "8"

Details of the installment of the payment of the consideration by the Purchaser/s to the Developers

Amount Particulars

a) 5 % Rs. _____/-

Paid by the Purchaser/s to the Developers against booking confirmation of the flat.

b) 5% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers against completion of footings of the building.

c) 09 % Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on execution of the agreement to sale.

d) 01 % Rs. _____/- Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.

e) 10 % Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of plinth of the said building in which the said premises is situated.

f) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 1st slab above the plinth of the said building in which the said Premises is situated.

g) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 2nd slab above the plinth of the said building in which the said Premises is situated.

h) 05% Rs. _____/- Agreed to be paid by the Purchaser/s to the Developers on the completion of 3rd slab above the plinth of the said building in which the said Premises is situated.

i) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 4th slab above the plinth of the said building in which the said Premises is situated.

j) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 5th slab above the plinth of the said building in which the said Premises is situated.

k) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 6th slab above the plinth of the said building in which the said Premises is situated.

l) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 7th slab above the plinth of the said building in which the said Premises is situated.

m) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of 8th slab above the plinth of the said building in which the said Premises is situated.

n) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of internal brick work of the flat.

o) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of internal plastering of the flat

p) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of flooring of the flat.

q) 05 % Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of external plastering of the flat.

r) 05% Rs. _____/-

Agreed to be paid by the Purchaser/s to the Developers on the completion of internal painting of the flat.

s) 05 % Rs. _____/-

And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.

Rs. _____ /- TOTAL

Annexure “9” Amenities and Specifications

COMMON AMENITIES

Earthquake resistant, framed R.C.C. building conforming to I.S. Code requirements.

Parking: One covered car parking with power saving LED lighting.

Ground Floor Entrance Lobby: Decorative entrance lobby finished with false ceiling and LED lighting.

Lift/s: of branded company KONE/OTIS or equivalent having Automatic Door with power backup in case of MSEDCL supply fails.

Power Back Up: Of branded company to the lift/s, Common Lighting in parking, lobbies/passages.

Digital & Manual Security:

SINGLE POINT & CCTV surveillance for parking area.

Elevation & Painting: Excellent elevation to the building and the top most quality Asian/Nerolac/Jotun brand water resistant paint will be applied to the building.

Fire Fighting System: PMC compliant Fire Fighting System shall be provided.

UGWT/OHWT:

a) The adequate capacity UGWT with additional plumbing arrangement to use Bore Well water/ Tanker water.

b) OHWT with adequate capacity and additional storage reservoir for firefighting with automatic water level controller.

Site Development:

a) Pest Control to entire plot at the beginning of construction.

b) The set back areas of the building shall be concreted with “tremix” / Paving Blocks for maintenance for long life usage.

c) Each flat shall be provided letter box at parking level.

Luxury with Nature:

The efforts for beautifications of small areas landscaping will be made.

Common Toilet: Common toilet for domestic helpers, drivers, watchmen etc. shall be provided with W.C. at ground floor.

Solar System: Flat Owners shall be provided with Common Solar System for hot water.

FLAT'S INTERNAL SPECIFICATIONS**Walls:**

a) Internal walls of 4" thickness, External walls of 6" thickness will be built. AAC blocks will be used for walls.

b) Plaster: External double coat, sand faced, sponge finished & Internal POP/ Neeru Finish.

c) The efforts in RCC design shall be made to avoid the off sets in the room to increase carpet area.

Flooring: Branded company's (Kajaria, Johnson) double charged vitrified tiles in the flat.

Doors & Windows:

a) Decorative main door entrances with both side laminate for main doors with night latch & rest all doors with engineering / plywood frame for full jambs with laminated skin and cylindrical locks.

b) Granite door frames and water- resistant doors for toilets.

c) Aluminium powder coated Sliding Windows up to low Sill level with mosquito nets.

d) MS railings to attached terraces. Granite window sills shall be provided to Windows.

Kitchen Details:

a) Granite top main platform with SS sink shall be provided. Service platform 18" wide underneath full white tiles for cleanliness shall be provided.

b) Provision for water filter and exhaust fan shall be done.

Toilets/ Bathrooms:

a) All C.P. fittings shall be of Jaquar or equivalent and sanitary ware of Cera or equivalent.

b) The concealed plumbing with high density CPVC pipes of Astral or equivalent shall be used. Provision of exhaust fan in toilets shall be done.

c) Under/ Over counter basin/ attractive wash basin, shower and dado tiles shall be provided.

d) Solar Water (Hot & Cold) with single lever diverters in toilets with provision of geyser will be provided.

Electrical Fittings / Inverter Provisions:

a) Concealed electrical wiring Polycab/ equivalent switches of branded company like Anchor / Legrand or higher standard shall be provided.

b) Provision of fitment of Air conditioner in Master Bed Room with its electrical wiring and 15 Amp point shall be done. Provision for inverter will be made.

c) The provision of Cable & Telephone connection in Master Bedroom & Living room shall be done. Branded MCB/ ELCB (Earth Leakage Circuit Breaker) for flats shall be installed.

Paint: Plastic paint for living and dining and Acrylic OBD paint in bedrooms. (Asian/ Nerolac)

Name Plate: Each flat shall be provided Elegant S.S. / Glass name plate on the main door.

Note: -

1. The aforesaid specifications and amenities are general and will be provided in the said Premises as suitable in Premises. In case any particular amenity or item or brand or its colour is not easily available or has been discontinued or has reports of malfunction or the Developers have any reservation as to its quality, then in such a case the Developers shall have a sole right to put up another other amenity or item or brand or colour, which is similar to (in costs and usage) to the agreed one.

2. Any additional specification or work will be charged extra by the Developers. No rebate will be given for cancellation or omission of any item or amenity.

3. The Developers reserve the right to amend /add/ delete the aforesaid specifications and amenities and also to change the elevation, color scheme, without notice to the Purchaser/s.