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AGREEMENT TO SALE

THIS AGREEMENT TO SALE EXECUTED ON THIS _____ DAY OF SEPTEMBER, 2018 AT PUNE.

BY AND BETWEEN

MR. SANJAY PARSHURAM KUTE.
AGE : 42 YEARS,
OCCUPATION : BUSINESS,
PAN : AUYPK 0291 M
FOR HIMSELF AND
PROPRIETOR OF S. K. DEVELOPERS
HAVING OFFICE ADDRESS AT
FLAT NO. 202/203, SANKALP SANKUL,
HAGAVNE NAGAR, KONDHAWA BUDRUK,
PUNE 411 048.

HEREINAFTER CALLED AS AND REFERRED TO AS THE "PROMOTER" / "DEVELOPER" / "OWNER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest, nominees, assignees.)

..... PARTY OF THE FIRST PART.

AND

MR. _____.
AGE – _____ YEARS, OCCUPATION – _____.
PAN : _____.
AADHAR NO. _____.
RESIDING AT: _____.

HEREINAFTER CALLED AS AND REFERRED TO AS THE SAID "PURCHASER/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, representatives, executors, administrators, successors-in-interest, nominees, assignees.)

..... PARTY OF THE SECOND / OTHER PART.

The aforesaid "PROMOTER / DEVELOPER / OWNER" and "PURCHASER/S" shall collectively hereinafter referred to and called as the "PARTIES".

WHEREAS:

- A. The land admeasuring area 00 Hectare 89 Ares out of Gat No. 1B totally admeasuring area about 01 Hectare 78 Ares of village Kolawadi, Taluka Haveli, Jilha Parishad Pune, Taluka Panchayat Samiti Haveli, District Pune and within the limits of Registration District of Pune, Sub-Registrar Haveli along with all the fixtures, fittings, easement, appurtenance, common right, facilities together with all other ancillary and incidental right, title, interest, or claims (Aforesaid 89 Ares Area is hereinafter referred to and called as the said "LAND") was previously purchased by Mr. Vikas Ramchandra Phadatre and Mr. Sanjay Parshuram Kute from the Mrs. Kiran Ravindra Dhumal and others 3 vide Sale Deed dated 10th December, 2015 which is duly registered in the office of Sub-Registrar Haveli No. 9 at Serial no. 7440 of 2015 on the same date. The Mr. Vikas Ramchandra Phadatre and Mr. Sanjay Parshuram Kute was having equal share i.e. 44.50 Are Area each in the said Land as it was jointly purchased by them;
- B. Thereafter the Mr. Vikas Ramchandra Phadatre has sold his entire share admeasuring area 00 Hectare 44.50 Ares out of the aforesaid area about 00 Hectare 89 Ares i.e. said Land to Mr. Sanjay Parshuram Kute i.e. present Promoter / Developer herein vide Sale Deed dated 04th September, 2017 which is duly registered in the office of Sub-Registrar Haveli No. 9 at Serial No. 5739 of 2017 on the same date. By virtue of the said Sale Deed dated 04th September, 2017, the Promoter / Developer i.e. Mr. Sanjay Parshuram Kute has become the absolute lawful owner and possessor of the said Land;
- C. The Promoter herein has entered into standard agreement with Architect for preparation of the layout and drawing of the buildings, who is registered with the Council of Architect and further also entered into standard agreement with structural engineer for preparation of structural design and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said project, subject to the Promoter herein has reserved right to change aforesaid Architect who is registered with the Council of Architect or Structural Engineer as the case may be before the completion of the said project and appoint new Architect or structural engineer for completion of the project as the circumstances may require;
- D. Accordingly obtained Letter in relation to Non Agricultural Permission under Section 42C of Maharashtra Land Revenue Code, 1966 vide order bearing No. PRH/PMRDA/NA/SR/63/2018, Dated 1st June, 2018 from the Collector, Revenue Branch, Pune for residential purpose and commercial purpose and accordingly Layout and Floor Plans on the said Land prepared and same is approved by the Pune Metropolitan Regional Development Authority, Pune vide Commencement Certificate to develop and construct the said Land vide approval dated 30/08/2018 bearing no. DP/BHA/MAU-KOLAWADI/GAT NO. 1B PAI / PRA KRA NO. 1295 / 16-17;
- E. The said Land is earmarked for the purpose of building of Residential and Commercial Project comprising of multistoried buildings comprising of Residential

Units / Apartments / Flats and Commercial Units / Shops / Offices and the said Project shall be known as 'SHRI GANESH PARK – PHASE 2' (Hereinafter referred to and called as the said "PROJECT");

- F. The Promoter / Owner is fully competent to enter into this Agreement/s and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed;
- G. The Promoter / Owner have obtained the final layout plan approvals of the Project from Pune Metropolitan Regional Development Authority, Pune as mentioned hereinabove. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate Regulation and Development Act, 2016 (Hereinafter referred and called as the said "Act") and other laws as applicable. The Promoter has accordingly commenced the construction of the building/s in accordance with the said plans;
- H. The Promoter herein has obtained the project loan from Rajarshi Shahu Sahakari Bank Limited, Uralikanchan, Pune and registered the Mortgage Deed in the Office of Sub – Registrar Haveli No. 03, Pune at Serial Number 2599/2017 on 15th March, 2017 and at Serial No. 8687/2017 on 5th August, 2017;
- I. The Purchaser/s herein has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s of all the documents of the title relating to the said land, the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963 / Real Estate (Regulation and Development) Act, 2016 and rules made there under. The Promoter has registered the project under Real Estate (Regulation and Development) Act, 2016. The Maharashtra RERA Authority has granted the RERA Registration bearing Number _____, on _____;
- J. After the Purchaser/s enquiry, the Promoter herein has requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of the Promoter herein. The Purchaser/s has/have fully satisfied himself/ herself/ themselves in respect of the marketable title and rights and authorities of the Promoter / Owner herein and therefore, has/have agreed to purchase the residential Apartment / Flat which is more particularly described in the SCHEDULE A herein and shown on the plan annexed hereto (Hereinafter referred to or called as the said "APARTMENT" / "FLAT");
- K. Details of the Apartment / Flat, Specifications of the Apartment / Flat, Common amenities for the project on the said Land and Copy of RERA Registration Certificate, Plan showing the said Land along with the presently sanctioned Building Layout,

Apartment Plan of the building, Commencement Certificate issued by PMRDA, Non Agricultural Letter, 7/12 Extract have annexed hereto;

- L. The Purchaser/s herein is/are aware of the fact that the Promoter / Owner herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other Apartment/s or Flat/s or Shop/s in the Project;
- M. The Promoter / Owner has agreed to sell and the Purchaser/s has agreed to purchase the said residential Apartment / Flat / Unit in the Project at or for total consideration as mentioned herein below. It is specifically agreed and understood between the parties hereto that, the Purchaser/s herein has agreed to purchase and Promoter herein has agreed to sell the said Apartment on ownership basis at the rate on carpet area of the said tenement on lumpsum basis, at or for consideration as stated hereunder;
- N. The parties hereby confirmed, declared and accepted that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
- O. Hence the parties hereto therefore, have executed the Agreement to Sale, to witness the terms and conditions thereof, in compliance of Section No. 4 of the Maharashtra Ownership Flats Act 1963 and also in compliance of Section No. 13(1) of the Real Estate (Regulation and Development) Act, 2016, the parties hereto are desirous to reduce in writing all the agreed terms, conditions, right and obligations of this transaction and hence these presents.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1. Subject to the terms and conditions as mentioned in detail in this Agreement, the Promoter / Owner agreed to sell to the Purchaser/s and the Purchaser/s hereby agreed to purchase, the residential Apartment / Flat (said "Apartment" / "Flat" / "Unit") OR Commercial Shop (said "Shop" / "Unit" / "Office") bearing Number _____ having Carpet area of _____ Square Meter and along with adjacent Terrace Area _____ Square Meter on _____ Floor in Tower / Block / Building No. _____ ("Building") of the 'SHRI GANESH PARK – PHASE 2' i.e. Project at or for total consideration as mentioned herein below.
- 1.2. The total Price / Consideration for the Apartment / Flat/ Unit based on the carpet area is Rs. _____/- (Rupees : _____ only) (Hereinafter referred to and called as the said "TOTAL PRICE"). This total price / consideration has calculated, drawn and fixed up as per the rate of Rs. _____/- per Square Feet.

This amount includes cost of Apartment / Flat, proportionate cost of common areas, preferential location charges however excluding of taxes etc.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/s to the Promoter towards the Apartment;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Purchaser/s by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the present Agreement as per / as on today's rate which is payable by the Purchaser/s) up to the date of handing over the possession of the Apartment : Provided that in case in future there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/s to the Promoter shall be increased / reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Purchaser/s, the amount payable as stated in (i) above and the Purchaser/s shall make payment within 30 (Thirty) days from the date of such written intimation by RPAD / Email / Private Currier / UPC.
- (iv) The Total Price of Apartment includes : 1) *pro rata* share in the Common Areas and other charges as provided in the Agreement.

1.3. The Purchaser/s shall make the payment of consideration to Promoter / Owner as per the payment plan set out in SCHEDULE B (Hereinafter referred to and called as the said "PAYMENT PLAN").

1.4. It is specifically agreed and confirmed that, the Promoter herein is constructing various buildings / wings / blocks in the said Project on the said Land. Some part of the said Project on said Land is being constructed and some part of the said Project on said land will be commenced. Therefore considering at present sanction buildings layout plan, sanctions to the other building / wing / block plan of the Project on the said land is yet to be sanctioned / revised for consuming balance and/or additional FSI as well as permissible TDR and for that, the Promoter herein has to be obtained revised sanction from the Development Controlling Authority. Hence the Promoter / Owner shall have absolute authority, power and right to obtain sanction for the same and for that, the Purchaser/s herein by executing this present has given unconditional irrevocable consent to Promoter / Owner. In this situation / circumstances, no any separate consent of Purchaser/s either by oral or written is required.

1.5. The Promoter after the construction of the Building is complete and the occupancy certificate is granted by the competent authority shall confirm the final carpet area which has been allotted to the Purchaser/s and also will furnish details of any changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days to the

Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Promoter shall demand that from the Purchaser/s and the Purchaser/s shall liable to pay it to Promoter before obtaining the possession. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.6. Subject to Clause 9.3 and as well as subject to payment of entire consideration (including plus various taxes, charges, if any) to Promoter from the Purchaser/s, the Promoter agrees and acknowledge, the Purchaser/s shall have the right to the Apartment as mentioned below:

- (i) The Purchaser/s shall have exclusive ownership of the Apartment / Unit;
- (ii) The Purchaser/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/s in the Common Areas in undivided and cannot be divided or separated, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the Association / Society / Company of Purchaser/s as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc and include cost for providing all other facilities as provided within the Project.

1.7. It is made clear by the Promoter and the Purchaser/s agrees that the Apartment / Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s of the Project.

1.8. It is understood by the Purchaser/s that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Pune Metropolitan Regional Development Authority, Pune to be filed in accordance with the relevant State / Central Act.

1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment / Unit to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings which includes only land cost, ground rent, municipal / local or other taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on

mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project only. If the Promoter fail to pay all or any of the outgoings collected by it from the Purchaser/s or any liability, mortgage loan and interest thereon before transferring the Apartment / Unit to the Purchaser/s, the Promoter agrees to be liable, even after the transfer of the Apartment / Unit / Land, to pay such outgoings and penal charges if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.10. The Purchaser/s has paid a sum of as mentioned herein Payment Plan as booking amount being part payment out of the Total Price of the Apartment at the time of application to the Promoter herein and the receipt of which the Promoter hereby acknowledges. The Purchaser/s hereby have specifically agreed and undertaken responsibility and liability to pay the remaining price / consideration of the Apartment / Unit as prescribed in the said Payment Plan or otherwise as may be demanded by the Promoter within the time and in the manner specified therein / demand letter / demand notice :

Provided that if the Purchaser/s delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT :

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft / pay order or online payment in favour of 'S. K. DEVELOPERS' payable at Pune.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES :

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

4. ADJUSTMENT / APPROPRIATION OF PAYMENT :

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

5. TIME IS ESSENCE :

Time is of essence for the Promoter as well as the Purchaser/s. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment / Unit to the Purchaser/s and the common areas to the Association / Society of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him / her / them and fulfilling the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in said Payment Plan.

6. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Purchaser/s has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans, RERA Certificate (annexed along with this Agreement) which has been approved / issued by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Pune Metropolitan Regional Development Authority, Pune.

7. POSSESSION OF THE APARTMENT / UNIT :

7.1. Schedule for possession of the said Apartment: The Promoter, based on the approved plans and specification, assures to hand over possession of the Apartment / Unit on or before end of December (Month), 2024 (Year) unless there is delay or failure due on account of "FORCE MAJEURE" i.e. as follows :-

- i. Non-availability of steel, cement, other building material, water, electric supply, labours, contractors, professionals.
- ii. War, flood, drought, fire, cyclone, earthquake, civil commotion or act of God or any other calamity caused by nature affecting the regular development of the real estate project.
- iii. Any notice, order, injunction, prohibitory order, rule, notification of the Government and / or other public and/or competent authority and/or Court.
- iv. Due to involvement of the officers of the competent authority in the Election work and/or in any other work by which they get engagement in other task / work than the purposes they actually posted / appointed.
- v. Shifting of jurisdiction of the competent authority / shifting of offices and as well as work places of competent authority.
- vi. The Purchaser/s has / have committed any default in payment of installment as mentioned in Payment Plan, and all other amounts payable by the Purchaser/s to the Promoter in respect of the said Apartment / Unit.

- vii. Any extra work / addition required to be carried in the said Apartment / Unit, other than the specification, as per the requirement and at the cost of the Purchaser/s.
- viii. Delay on the part of Government and/or Semi Government Authorities and/or any Competent Authorities and/or Sanction Authorities for obtaining the sanctions of the revised plans and any other newly required commencements / orders / permissions / sanctions / licenses.

If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment without being liable to pay any kind of losses or compensation or damages or interest or rents or penalty to Purchaser/s. The Purchaser/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment / Agreement shall stand terminated and the Promoter shall without any interest refund to the Purchaser/s the entire amount received by the Promoter from the Purchaser/s within 45 (Forty Five) days from the date of termination. After refund of the money paid by the Purchaser/s, Purchaser/s agrees and confirms that he/she/they shall not have any rights, power, authority and claims etc. against the Promoter / Owner and that the Promoter / Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority shall within 14 (Fourteen) days offer in writing the possession of the Apartment / Unit to the Purchaser/s in terms of this Agreement and which is to be taken by Purchaser/s within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment / Unit to the Purchaser/s. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoter / Association / Society of Purchaser/s, as the case may be.

7.3. Failure of Purchaser/s to take Possession of Apartment / Unit: Upon receiving a written intimation from the Promoter as per clause 7.2, the Purchaser/s shall take possession of the Apartment / Unit from the Promoter only after by fulfilling the his / her / their part of performance and by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and thereafter Promoter shall give possession of the Apartment / Unit to the Purchaser/s. In case the Purchaser/s fails / avoids / delays to fulfill his part of performance and thereby fails / avoids / delays to take possession within the time provided in clause 7.2, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.4. Possession by the Purchaser/s: After obtaining the occupancy certificate / completion certificate and handing over physical possession of the Apartment to

the Purchaser/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association / Society of the Purchaser/s or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Purchaser/s: The Purchaser/s shall have the right to cancel / withdraw his allotment in the project as provided in the Act. Provided that where the Purchaser/s proposes to cancel / withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the “booking amount” paid for the allotment as mentioned in the Payment Plan. After such forfeiture, the balance amount of money actually paid by the Purchaser/s out of the consideration only (but not taxes, charges, maintenance) shall be returned by the Promoter to the Purchaser/s within 45 (Forty Five) days of such cancellation without any interest / damages / charges / compensation.

7.6. Compensation:

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason; the Promoter shall be liable, on demand to the Purchaser/s, in case the Purchaser/s wishes to withdraw from the Project, to return the total amount actually received by Promoter in respect of the Apartment / Unit, with interest at the rate specified in the Rules within 45 (Forty Five) days. Provided that where if the Purchaser/s does not intend to withdraw from the Project, the Promoter shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment / Unit without being liable to pay any other kind of losses / damages / compensation.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND CONFIRMATIONS BY THE PURCHASER/S :

The Promoter hereby represents and warrants to the Purchaser/s and the same Purchaser/s has verified, satisfied and confirmed the same it as follows:

- (i) The (Promoter / Owner) has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (iii) Except mentioned herein above, there are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment / Unit;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and

have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remains to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment / Unit and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Purchaser/s under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment / Unit to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Association / Society of the Purchaser/s;
- (x) The Schedule Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Land;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said Project to the Competent Authorities till the date of Completion Certificate of the Project only;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) As required and demanded by the Purchaser/s, the Promoter herein has given all information and as well as all plans / sanctions / documents / deeds to the Purchaser/s herein and as well as the Purchaser/s has also visited the actual site / place of the said Project / Land and thereby Purchaser/s is / are well acquainted / verified himself / herself / themselves with all the facts as to the Marketable Title, rights, power and authorities of Promoter and after satisfaction and acceptance of title, rights, power and authorities has / have entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right / authority of the Promoter in respect of the said Land / Project also and further Promoter's rights, power and authority as to enter into this Agreement.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1. Subject to the force Majeure clause, the Promoter shall be considered under a condition of default, only in the following events.

- (i) Promoter fails to provide / ready to move in possession of the Apartment / Unit to the Purchaser/s within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that Apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the promoter's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made there under.

9.2. In case of Default by promoter under the conditions listed above Purchaser/s is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter.
- (ii) If the Purchaser/s stops making payments, the promoter shall correct the situation by the completing the construction as per agreed stages in Payment Plan and only thereafter the Purchaser/s be required to make the first next payment without any penal interest; or
- (iii) The Purchaser/s shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money actually paid by the Purchaser/s out of the consideration only (but not taxes, charges, maintenance) towards the purchase of the Apartment / Unit, along with interest at the rate specified in the rules within 45 (Forty Five) days of receiving the termination notice. Provided that where an Purchaser/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Promoter, interest at the rate specified in the rules, for every month of the delay till the handing over of the possession of the Apartment / Unit without being liable to pay any other kind of losses / damages / compensation to Purchaser/s.

9.3. The Purchaser/s shall be considered under a condition of default, on the occurrence of any of the Following event/s:

- (i) In case the Purchaser/s fails to make payments for two consecutive demands of any one due installment made by the Promoter as per the Payment Plan annexed hereto or otherwise as demanded by the Promoter, despite having been issued notice in that regard the Purchaser/s shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by Purchaser/s under the condition listed above continues for a period beyond two consecutive demands from the Promoter in this regard, the Promoter / Owner shall have absolute right, power and authority to cancel / terminate the Allotment as well as the present Agreement of Sale of the Apartment / Unit by giving the 15 (Fifteen) days written Notice by Registered Post Acknowledgment Due / UPC / Private Currier / Email on the address mentioned in caption hereinabove and thereby forthwith on the ending of such 15 (Fifteen) days, the Allotment as well as the present Agreement of Sale of the Apartment / Unit shall be automatically deemed to be cancelled / terminated / revoked and becomes null and void and also

comes to an end and thereby the all the rights, interest, power and authority of the Purchaser/s under the said Allotment as well as the present Agreement of Sale of the Apartment / Unit shall be automatically extinguished / comes to an end. On happening of these circumstances, the Promoter / Owner shall only liable and responsible to repay / refund the amount actually paid to Promoter by the Purchaser/s by deducting the booking amount as mentioned in Payment Plan plus taxes, charges, maintenance. Such refund amount shall be return without any interest / compensation / losses / charges.

However, in this circumstances / situation, the Promoter / Owner shall have absolute right, power, authority and also entitle to deal, sale, dispose-off the said Apartment / Unit to any prospective Purchaser/s and also thereby the execute and register the Agreement / title Instrument in favor of Prospective Purchaser/s without obtaining the consent from the Purchaser/s herein. However, the Purchaser/s herein has given his / her / their unconditional irrevocable consent for it.

10. CONVEYANCE OF THE SAID APARTMENT / UNIT / PROJECT :

In the case of Apartment Condominium, the Promoter / Owner, on receipt of complete amount of the price / consideration (separately plus various taxes, charges, fees, if any agreed) of the respective Apartments / Units under the respective Agreements from the respective Purchaser/s, shall execute a Deed of Declaration and as well as Deed of Apartment and convey the title of the Apartment together with the proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Occupancy Certificate or both by the Competent Authority. However, in case the Purchaser/s fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser/s authorizes the Promoter to withhold registration of the Conveyance Deed / Deed of Apartment in his / her / their favour till and final payment of all dues and stamp duty and registration charges to the Promoters is made by the Purchaser/s. The Purchaser/s shall be solely responsible and liable for compliance of the provision of Registration Act and Maharashtra Stamp Act including any action taken or deficiencies/penalties imposed by the any Competent Authority.

In the case of Society, the Promoter / Owner, on receipt of complete amount of the price / consideration (separately plus various taxes, charges, fees, if any agreed) of all the Apartments / Units holders under the respective Agreements from the respective Purchaser/s, shall form the Society within 6 (six) months from the issuance of the Completion Certificate or Occupancy Certificate or both by the Competent Authority. And thereafter within 3 (three) months from the formation of the Society, shall execute a Conveyance Deed and convey the title of the Land / Project subject to Purchaser/s rights together with the proportionate indivisible share in the Common Areas. However, in case the Purchaser/s / Society fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter, the Purchaser/s / Society authorizes the Promoter to withhold registration of the Conveyance Deed in their favor till and final payment of all

dues and stamp duty and registration charges to the Promoters is made by the Purchaser/s / Society. The Purchaser/s / Society shall be solely responsible and liable for compliance of the provision of Registration Act and Maharashtra Stamp Act including any action taken or deficiencies/penalties imposed by the any Competent Authority.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT :

The Promoter shall be responsible to provide and maintain essential services in the Project till obtaining of the Occupancy Certificate / Completion Certificate OR Deed of Declaration OR formation of Association OR formation of Society of the Purchaser/s, whichever is earlier. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Purchaser/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, the word "Defect" here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment / Unit by the Purchaser/s / Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

13. RIGHT OF PURCHASER/S TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Purchaser/s hereby agrees to purchase the Apartment / Unit on the specific understanding that his right to the use of Common Areas shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association / Society of Purchaser/s (or the maintenance agency appointed by it) and performance by the Purchaser/s of all his / her / their obligations in respect of the terms and conditions specified by the maintenance agency or the Association / Society of Purchaser/s from time to time.

14. RIGHT TO ENTER THE APARTMENT / UNIT FOR REPAIRS :

The Promoter / Maintenance Agency / Association / Society of Purchaser/s shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchaser/s agrees to permit the Association / Society of Purchaser/s and/or maintenance agency to enter into the apartment or any part thereof, after due intimation and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE USE OF BASEMENT AND SERVICE AREAS:

The basement(s) and service areas, if any, as located within the “SHREE GANESH PARK PHASE – 2”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Purchaser/s shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association / Society of Purchaser/s formed by the Purchaser/s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT / UNIT :

Subject to Clause 12 above, the Purchaser/s shall after taking possession, be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building or the Apartment / Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit and keep the Apartment / Unit, its walls land partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser/s further undertakes, assures and guarantees that he / she / they would not put any sign board / name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/s shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association / Society of Purchaser/s and/or maintenance agency appointed by association / Society of Purchaser/s. The Purchaser/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/S :

The Purchaser/s is entering into this Agreement for the allotment of a Apartment / Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser/s hereby undertakes that he / she shall comply with and carry out from time to time after he / she has taken over for occupation and use the said Apartment / Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment / Unit at his/her own cost.

18. ADDITIONAL CONSTRUCTION:

The Purchaser/s has / have specifically unconditionally confirmed / declared / accepted / agreed that, the Promoter shall have / has absolute right, power and authority to make additions or to put up additional structure(s) / construction anywhere in the Project by obtaining the sanctions by the competent authority(ies).

The Promoter shall have absolute / has right of pre-emptions or first right to utilise the residual or available FSI / TDR or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said Land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said Land and further Promoter shall have absolute right of pre-emption to amalgamate adjacent lands adjacent to the said Land and implement the schemes various phases by making additions / extending / enhancing the Project. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and therefore separate consent shall not be required.

19. USE OF THE SAID APARTMENT / FLAT / SHOP / UNIT :

In the case of Apartment / Flat, the Purchaser/s herein shall use the said Apartment / Flat or any part thereof or permit the same to be used only for residential purpose or any other lawful purposes and shall not use for Massage Centre, Gambling House or any illegal or immoral purpose.

In the case of Shop / Office, the Purchaser/s herein shall use the said Shop / Office or any part thereof or permit the same to be used only for lawful commercial purpose or any other lawful purposes only and shall not use for Massage Centre, Gambling House or any illegal or immoral purpose.

20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

21. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Purchaser/s that the project in its entirety is in accordance with the provisions of the Maharashtra Real Estate (Regulation and Development) Act, 2016. The Promoter showing compliance of various laws/regulations as applicable in Maharashtra.

22. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s by the Promoter does not create a binding obligation on the part of the Promoter 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 Promoter. If the Purchaser/s fails

to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled, null and void 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, damages, charges and compensation whatsoever.

23. ENTIRE AGREEMENT:

This Agreement along with its schedules, constitutes, terms and conditions between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. RIGHT TO AMEND :

This Agreement may only be amended through written consent of the Parties by executing the written Supplementary Agreement / Correction Deed / Memorandum of Understanding only.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / SUBSEQUENT PURCHASER/S :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer / assignment / sale, as the said obligations go along with the Apartment for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE :

26.1. The Promoter may, as its sole option and discretion, without prejudice to its rights, claims and demands as set out in this Agreement, waive the breach by the Purchaser/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s that exercises of discretion by the Promoter in the case of one Purchaser/s shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Purchaser/s.

26.2. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

27. SEVERABILITY :

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far

as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be the proportion which the carpet area of the Apartment / Unit bears to the total carpet area of all the Apartments and Units in the Project.

29. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:-

29.1. The Promoter herein has specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware and accepting that, the Promoter herein is developing the Project / Scheme with intention to have the homogeneity in the Project / Scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the Apartment/s / Unit in the building shall not be entitled to disturb the aforesaid homogeneity of the Project / Scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sitout / roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser/s herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the said Apartment / Unit to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

29.2. In the said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of building / Project to Association of Apartment, shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property, Land, Apartment / Unit for that, the Promoter shall not be hold responsible.

30. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:-

As per the Development Control Rules applicable to the project on the said Land, the Promoter herein has to provide certain Two, Three and Four parking spaces and cycle parking spaces for common use of the Apartment / Unit holders in the said project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the Apartment / Units in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein has made arrangement not to provide separate parkings. However, in future the Association / Society of the Apartment / Unit holder, as per their by laws and rules may allot the parking spaces.

31. ADJACENT TERRACES:

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace flats / Apartments in the said building, if any, shall belong exclusively to the respective buyer of such Apartment and such terrace spaces are intended for the exclusive use of the respective such Apartment buyer. The said terrace shall not be enclosed by the such Apartment buyer till the permission in writing is obtained from the concerned local / competent authority.

32. SPECIFIC COVENANTS :

- 32.1. 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/s / wing/s or any part thereof except the said Apartment / Unit. The Purchaser/s shall have no claim save and except in respect of the said Apartment / Unit 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 Promoter until the said Land and building is/are transferred to the Association / Society of Apartment / Unit by executing proper deed / instrument.
- 32.2. If, In the event of the Association / Society of Apartments / Units Holder is formed for the buildings which are under construction on the said Land, all the power, authorities and rights of the buyers of the Apartment / Units in such buildings, shall always be subject to the Promoter's right to dispose off unsold Apartment / Units and exclusive right to use un-allotted parking space/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto.
- 32.3. The Promoter herein by spending huge amount providing high quality specifications in the said Apartment / Unit and for the buildings which are under construction on the said Land as well as adjacent land which Promoter herein is constructing, hence Purchaser/s / unauthorised persons / any agency shall not disturb the same under any circumstances plumbing / concealed plumbing, wiring / concealed wiring etc. and considering this aspect and have the safety measures Purchaser/s are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser/s nor occupier of the said Apartment / Unit or any person on behalf of them is entitled to chisel such

internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the said tenement because wires will not take additional load and such act will be amount to be breach of condition of this Agreement.

- 32.4. The Promoter herein specifically informed to the Purchaser/s and the same Purchaser/s has also accepted that, Plaster of Paris work / water proofing / anti termite treatment in the project the guarantee stands automatically extinguished for the Apartment / Unit, if any owner or occupier of such Apartment in the building/wing chisel the aforesaid works in any manner. Considering this aspect the Purchaser/s herein undertake not to chisel the aforesaid work in any manner, which shall cause the reason to cancel the aforesaid guarantee.
- 32.5. The Purchaser/s further undertakes, assures and guarantees that he/she shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas.
- 32.6. The Purchaser/s hereto is / are well aware that, for the said Flat / Apartment of the said Project there will be water supply from the Govt established Water Supply Department / Bodies / other competent authorities and Electrical supply from Maharashtra State Electricity Distribution Company Limited considering this aspect, if there is any short fall of water or Electricity supply for / to the Flat resident / member / holder of the project, it shall be always responsibility of the said Flat resident / member / holder / owner and/or said Association / Society of Apartments / Units and respective authority for that. The Promoter herein shall not responsible / hold liable for arrange the said supply of water / Electricity. In these circumstances, the respective Apartment / Units resident / member / holder / owner and/or said Association of Apartment shall make the arrangement of water and Electricity at their own cost and responsibility.
- 32.7. The Purchaser/s herein is not allowed / entitled to let, sub let, transfer, assign, or part with Purchaser/s interest or benefit factor of/under this Agreement or part with possession of the said Flat / Unit without prior written consent of/from the Promoter herein till receiving entire agreed consideration (separately plus various taxes, charges, fees, maintenance, if any) of the said Apartment / Unit and all other amounts payable by the Purchaser/s under this Agreement to the Promoter herein.
- 32.8. The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the

provisions of Foreign Exchange Management Act, 1999 or any other statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall only be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter / competent authority immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

- 32.9. The Purchaser/s shall not store in/outside the said Apartment / Unit 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 and in case of any damage is caused to the building in which the said Flat is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the such breach and reimburse thereof.
- 32.10. The Purchaser/s shall not 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 Apartment / Unit or any part thereof and not to make any addition or alteration to doors, windows, railing or to cover the adjacent terraces and sitout to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Apartment / Unit and outside colour scheme of the building and shall keep the 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 pardis or other structural part of / in the said Apartment / Unit.
- 32.11. The Purchaser/s shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment / Unit in the compound or any portion of the said Land and the building.

32.12. The Purchaser/s shall bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion / occupation certificate in respect of the said Apartment / Unit 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 Apartment / Unit by the Purchaser/s viz. user for any purposes other than purposes as shown in the sanctioned plan.

32.13. The Purchaser/s shall observe and perform all the rules and regulations which the Association / Society of Apartments / Units may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land / Project and building which is to be constructed thereon and Flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser/s shall observe, perform and fulfill all the stipulations and conditions laid down by Bye-laws of the Association / Society of Apartments / Units, the Owners of the Apartment / Unit regarding the occupation and use of the Apartment / Unit 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.

32.14. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "SHRI GANESH PARK – PHASE 2" and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Purchaser/s or other Apartment / Unit holders in the building/s or proposed Association / Society of Apartments / Units are / shall not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

33. FURTHER ASSURANCES:

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

34. PLACE OF EXECUTION :

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s and after the Agreement is duly executed by the Purchaser/s and the Promoter or

simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar / competent Registration Authority.

35. NOTICES :

That all notices to be served on the Purchaser/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Promoter by Registered Post AD OR Private Currier OR UPC OR Email at their respective addresses specified in the caption of this Agreement. It shall be the duty of the Purchaser/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post AD failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser/s, as the case may be.

36. JOINT PURCHASER/S :

That in case there are Joint Purchaser/s all communications shall be sent by the Promoter to the Purchaser/s 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 Purchaser/s.

37. GOVERNING LAW:

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

38. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutually discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act OR by the Court of having competent Jurisdiction of Pune only.

39. STAMP DUTY AND REGISTRATION FEE :

The said Village Kolawadi comes within the Vibhag No. 7 as per Ready Recknor Rules and therefore the Highest Value of Land has considered as of Rs. 7,900/- per Square Meter plus Construction Rate of Rs. 19,360/- per Square Meter with into 1.15 Factor has considered and calculated for the purpose of valuation for the subject Apartment / Unit of the present Agreement. Hence the basic value for the Apartment / Unit has comes of Rupees 31,349/- per Square Meter. The Government Value of the said Apartment is of Rupees : _____. However the consideration of the said Apartment is of Rupees : _____/-. Hence as per the Maharashtra Stamp Act, the Stamp Duty and Registration Fee has drawn on the Government Value / Consideration Value. Hence the Purchaser/s has paid / affixed the Stamp Duty of Rupees : _____/- and Registration Fee of Rupees : ____/- to the present Agreement. All the expenses of Stamp Duty, Registration Fee, misc fee, legal fee, Xerox for the registration of the

present Agreement has born / paid by the Purchaser/s herein. The original Agreement along with receipt has handed over to the Purchaser/s herein and photocopy of the same has kept with the Promoter / Owner herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE READ OUT ALL THE CONTENTS AND UNDERSTOOD COMPLETELY AND THEREBY FULLY VERIFIED AND SATISFIED WITH THE SAME HAVE SIGNED, SEALED AND DELIVERED TO EACH OTHER THIS AGREEMENT TO SALE IN THE PRESENCE OF ATTESTING WITNESS ON THE DATE AND AT THE PLACE HEREIN BEFORE FIRST MENTIONED.

<u>SIGNED AND DELIVERED BY THE WITH MR. SANJAY PARSHURAM KUTE FOR HIMSELF AND PROPRIETOR OF S. K. DEVELOPERS (PROMOTER / DEVELOPER / OWNER)</u>	LEFT HAND THUMB IMPRESSION	PHOTO
	SIGNATURE	

<u>SIGNED AND DELIVERED BY THE WITH _____.</u>	LEFT HAND THUMB IMPRESSION	PHOTO
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<u>SIGNED AND DELIVERED BY THE WITH MR. SANJAY PARSHURAM KUTE FOR HIMSELF AND PROPRIETOR OF S. K. DEVELOPERS (PROMOTER / DEVELOPER / OWNER)</u>	LEFT HAND THUMB IMPRESSION	PHOTO
	SIGNATURE	

<u>SIGNED AND DELIVERED BY THE WITH _____.</u>	LEFT HAND THUMB IMPRESSION	PHOTO
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	(PURCHASER/S)	SIGNATURE	

WITNESSES

(1) SIGN :: _____

NAME :: _____

ADD :: _____

(2) SIGN :: _____

NAME :: _____

ADD :: _____

SCHEDULE 'A'

(DESCRIPTION OF THE SAID FLAT / APARTMENT / SHOP / OFFICE / UNIT)

All that

Residential Flat / Apartment / SHOP / OFFICE / UNIT No.	_____
Wing / Building No.	_____
Floor	_____ Floor

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Area	Carpet area of _____ Square Meter, Enclosed Balcony having Carpet Area _____ Square Meter The sale of the said Flat is based on carpet area only.			
Exclusive right/ facility	Adjacent Terrace Area _____ Square Meter.			
Exclusive right/ facility	-No-			
Total of above Area :	_____ Square Meter.			
Project :	SHRI GANESH PARK – PHASE 2			

being constructed on land admeasuring about 00 Hectare 89 Ares out of Gat No. 1B totally admeasuring area 01 Hectare 78 Ares of village Kolawadi, Taluka Haveli, Jilha Parishad Pune, Taluka Panchayat Samiti Haveli, District Pune and within the limits of Registration District of Pune, Sub-Registrar Haveli. The said Land is bounded as follows:

East : By property of Mr. Ghume out of Gat No. 1B.
South : By property of Mr. Sanjay Kute out of Gat Number 1.
West : By Road towards Kolawadi – Shitole Vasti.
North : By Road Theur Kesnand Road.

along with all the fixtures, fittings, easement, appurtenance, common right, facilities together with all other ancillary and incidental right, title, interest, or claims in respect of or relating the said Flat / Apartment / Land.

SCHEDULE ‘B’
 (“PAYMENT PLAN”)
(i.e. PAYMENT SCHEDULE, STAGES & PLAN)

Sr. No.	Bank and Branch Name	Amount in Rupees	Date	Cheque / RTGS / NEFT No.
1.				
Total Received amount Rs. _____/-				

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(In Words : Rupees _____) Only.
Total Balance amount Rs: _____ /-
(In Words : Rupees _____) Only.
Total Consideration amount of Rs: _____ /-
(In Words : Rupees _____) Only.

Stage and Installment Number	Details of Stage	Due amount in Percentage
1.	“Booking Amount” paid at the time of booking	10%
2.	On casting of plinth	15%
3.	On casting of concern Slab	40%
4.	At the time of construction walls, brick and plastering	15%
5.	At the time of flooring and wiring	15%
6.	At the time of possession	5%
	Total :	100%

The Promoter / Developer / Owner shall acknowledge the receipt of the said Flat towards full accord and satisfaction, subject to the realization of the aforesaid Cheque/s and as well as installments and also agreed to adjust the payment as per their separate mutual understanding.

SCHEDULE ‘C’
(SPECIFICATIONS)

1. Water lines, drainage lined, plumbing, electrical lines and wiring shall be common facility for the entire flat / Shop / Office and flat / Shop / Office Purchaser/s.
2. Common lighting in the staircases, common lighting meter, the underground and overhead water tank electric motor and pump set, all the staircase, lobbies, etc., shall be common facility for all the flat / Shop / Office and flat / Shop / Office Purchaser/s.
3. The access and common approach to the building shall be common for the use and enjoyment of the entire flat / Shop / Office Purchaser/s.

4. The land below the building shall be common amenity and facility for the use and enjoyment of the flat / Shop / Office and flat / Shop / Office Purchaser/s.
5. The footing, RCC structures and main walls of the building shall be common facility of the entire flat / Shop / Office Purchaser/s.
6. Columns, beams and of the RCC structures shall be common area and facility for the entire flat / Shop / Office and flat / Shop / Office Purchaser/s.
7. Partition walls between the two units shall be limited common property of the said two units.

(GENRAL SPECIFICATIONS)

1. **STRUCTURE:** The building will be RCC frame structure and RCC slab with terrace
2. 4" internal and 6" external bricks wall.
3. All the walls shall be internally finished with cement plaster with neeru or sanla.
4. Externally all walls and RCC work shall be finished with sand faced cement plaster or rough plaster.
5. Main door-wood door frame, laminated with Brass Fittings in Flats / Apartments only.
6. Commercial shutters and section with commercial flush shutters for Shops / Offices only.
7. Flush door with PC fitting in Flats / Apartments only.
8. Aluminum windows powder Coated in Flats / Apartments only.
9. Ceramic tiles flooring with skirting in all rooms in Flats / Apartments only.
10. 4' Height glazed tile dado W.C and 7' Height glazed tiles dado in bathroom in Flats / Apartments only.
11. Granite Kitchen Otta with stainless steel sink in Flats / Apartments only.
12. Painting – Internal – Distemper Oil Bond, External – Cement Paint.
13. Electrical – Concealed copper wiring with conveniently placed adequate light and power points.
14. Plumbing Sanitation and Water Supply – In Bathroom and W.C. concealed fitting with standard good quality accessories with hot and cold water mixer point and shower point will be provided and One white colored wash basin of size is connected with pillar cock in Flats / Apartments only.
15. Water Treatment Plant.
16. Rain Water Harvesting System.
17. Seveage treatment provision / disposal plant provision.
18. External plumbing work with GI / CPVC and P.V.C. pipes whichever is required.

CONSENT LETTER BY THE PURCHASER/S

I/We, the Purchaser/s herein, do hereby accord my / our unconditional and irrevocable consent for / in favor of the Promoter/Developer/Owner to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said Land and/or building and/or structures on the said Land or with adjacent Land and as well as in the Floor Plan in which the said Apartment / Unit has situated.

I/We, the Purchaser/s herein, further accord our "no objection" for the concern Authority to accordingly pass such layout/s or plans, as may be submitted by the Promoter / Developer / Owner.

However, the construction of the said Apartment / Unit agreed to be purchased by us shall not be adversely affected.

(PURCHASER/S)

“HAMI PATRA / DECLARATION”

WE, respectively MR. SANJAY PARSHURAM KUTE FOR HIMSELF AND PROPRIETOR OF S. K. DEVELOPERS BEING THE PROMOTER / DEVELOPER / OWNER and as well as said PURCHASER/S do hereby declared and confirmed that, We have not mentioned the parking space in the present Agreement of Sale. Till today Promoter / Developer / Owner have not allotted the parking space by separate letter / undertaking to Purchaser/s / Purchaser/s.

**MR. SANJAY PARSHURAM KUTE
FOR HIMSELF AND PROPRIETOR
OF S. K. DEVELOPERS.
(PROMOTER / DEVELOPER / OWNER)**

_____.
(PURCHASER/S)