

AGREEMENT FOR SALE OF FUTURE IMMOVABLE PROPERTY

**ARTICLES OF AGREEMENT MADE AND EXECUTED AT PUNE ON
THIS ... DAY OF, 2019**

BY AND BETWEEN

M/S. REAL BUILDCON BUILDERS AND DEVELOPERS, A Partnership Firm registered under the provisions of the Indian Partnership Act, 1932, having its registered Office at G-8, 2nd Floor, K. K. Market, Dhankawadi, Pune - 411043, **PAN – AAUFR8719H**, through its Partner **MR. NIVRUTTI NAMDEO PANMAND**, Age – 59 Years, Occupation: Business., Hereinafter referred to as the “**PROMOTERS/ DEVELOPERS**”, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its present and future partners, their respective heirs, executors, administrators, nominees and assigns) **OF THE FIRST PART;**

AND

[1]. **MR.**, Age - ... Years, Occupation –, **PAN –**, [2]. **MRS.**, Age - Years, Occupation –, **PAN –**, Both residing at, Hereinafter referred to as the “**ALLOTTEES/PURCHASERS**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, survivor or survivors, executors, administrators and assigns) **OF THE SECOND PART;**

AND

[1]. **SHRI. JAGANNATH DHONDIBA DABHADE**, Age – 75 Years, Occupation – Agriculture, [2]. **SHRI. MOHAN JAGANNATH DABHADE**, Age – 49 Years, Occupation – Service, [3]. **SHRI. POPAT JAGANNATH DABHADE**, Age – 41 Years, Occupation – Service, [1] to [3] residing Near Hanuman Mandir, Koteswarwadi, Talegaon - Chakan Road, Induri, Pune – 410507., [4]. **SMT. ASHA SURESH GAVADE**, Age – 56 Years, Occupation – Housewife, Residing at Bldg No.C-02, Gavade Park, Chinchwad, Pune – 411033., [5]. **SMT. MAYA BHAGWAN TAPKIR**, Age – 52, Occupation – Housewife, Residing at Flat No.F-104, S.No.71/1, Kaka Residency, Kalewadi, Pune – 411017., [6]. **SMT. SHOBHA GOVIND KALOKHE**, Age – 52 Years, Occupation – Housewife, Residing at Gatha Mandir Road, Opposite Sant Tukaram Karyalaya, Dehugaon, Pune – 412109., [7]. **SAU. SANGEETA RAJU SORTE**, Age – 44 Years, Occupation – Housewife, Residing at Darumbre, Taluka Maval, District Pune, Pin code 412101., [8]. **SAU. MANGAL BALKRISHNA YEWALE**, Age – 38 Years, Occupation – Housewife, Residing at Kanhewadi Tarphe Chakan, Induri, Pune – 410507., [9]. **SHRI. GOVIND DHONDIBA DABHADE**, Age – 75 Years, Occupation – Agriculture, [10]. **SHRI. BHAGWAN GOVIND DABHADE**, Age – 41 Years, Occupation –

Agriculture, [9] and [10] residing at Near Hanuman Mandir, Koteswarwadi, Talegaon - Chakan Road, Induri, Pune - 410507., [11]. **SAU. MANJUSHA SANJAY WAYAL**, Age - 45 Years, Occupation - Housewife, Residing at Wayal Mala, Awsari Khurd, Pune - 412405., [12]. **SAU. ARUNA VISHWAS KAWADE**, Age - 51 Years, Occupation - Housewife, Residing Near Maruti Mandir, Talim Chowk, Ghorpadigaon, Pune - 411001., [13]. **SAU. VANDANA NILESH SANAS**, Age - 38 Years, Occupation - Housewife, Residing at Shriramnagar, Peth, Taluka Ambegaon, District Pune, Pin code 410512., [14]. **SAU. MANDA PANDURANG SHINDE**, Age - 38 Years, Occupation - Housewife, Residing at Karegaon, Taluka Ambegaon, District Pune, Pin code 410512., [15]. **SAU. ANUPAMA PRAKASH TALEKAR**, Age - 29 Years, Occupation - Housewife, Residing at Talekar Vasti, Shriramnagar, Peth, Taluka Ambegaon, District Pune, Pin code 410512., [16]. **SHRI. CHANDRAKANT DHONDIBA DABHADE**, Age - 65 Years, Occupation - Agriculture, [17]. **SAU. SHAMAL CHANDRAKANT DABHADE**, Age - 59 Years, Occupation - Housewife, [18]. **SHRI. SUDESH CHANDRAKANT DABHADE**, Age - 24 Years, Occupation - Agriculture, [16] to [18] Residing at Near Hanuman Mandir, Koteswarwadi, Talegaon - Chakan Road, Induri, Pune - 410507., [19]. **SAU. SWATI SATYAWAN GOGAWALE**, Age - 33 Years, Occupation - Housewife, Residing at Karegaon Bk, Kiwale, Pune - 410405., [20]. **SAU. SEEMA DILIP BOTRE**, Age - 33 Years, Occupation - Housewife, Residing Near Marathi School, Khalumbre, Mahalunge, Pune - 410501., [21]. **SAU. TRUPTI SHAHJI JADHAV**, Age - 28 Years, Occupation - Housewife, Residing at Ganesh Nagar, Mulshi, Pune - 411033., [22]. **SMT. LAXMIBAI BAJIRAO DABHADE**, Age - 76 Years, Occupation - Agriculture, [23] **SHRI. KISHAN BAJIRAO DABHADE**, Age - 59 Years, Occupation - Agriculture, [24]. **SHRI. KUNAL KISAN DABHADE**, Age - 31 Years, Occupation - Agriculture, [25]. **SHRI. KUSHAL KISAN DABHADE**, Age - 30 Years, Occupation - Service, [22] to [25] residing Near Hanuman Mandir, Koteswarwadi, Talegaon - Chakan Road, Induri, Pune - 410507., [26]. **SHRI. RAM BAJIRAO DABHADE**, Age - 55 Years, Occupation - Service, Residing at C/401, Bldg No.1, Sankeshwar Residency - 2, Birla School Road, Near Kalyan RTO, Tavripada, Kalyan (W), Thane - 421301., [27]. **SHRI. ROHIT RAM DABHADE**, Age - 28 Years, Occupation - Service, [28]. **SHRI. VICKY RAM DABHADE**, Age - 24 Years, Occupation - Service, [27] AND [28] residing at 12/14, Railway Police Colony, Panth Nagar, Ghatkopar (E), Mumbai - 400075., [29]. **SAU. ALKA GAJANAN LANDE**, Age - 54 Years, Occupation - Housewife, Residing at Gajraj Niwas, Bhosari, Pune - 411026., [30]. **SAU. LATA VISHWANATH GAWADE**, Age - 52 Years, Occupation - Housewife, residing Near Hanuman Mandir, Koteswarwadi, Talegaon - Chakan Road, Induri, Pune - 410507., [31]. **MR. BIPIN MANGALDAS CHANDAN**, Age - 55 Years, Occupation - Agriculture & Business, Residing at Shivam, Nevasa Road, Shrirampur, Dist. Ahmed Nagar 413715., [32]. **MR. JAYESH RATANSHI CHANDAN**, Age - 51 Years, Occupation - Agriculture & Business, Residing at Flat No.601, Mahalaxmi Apartments, Cama Lane, Near S.N.D.T College, Ghatkopar (W), Mumbai - 400086., [33]. **MR. JAGDISH RATANSHI CHANDAN**, Age - 56 Years, Occupation - Agriculture & Business, Residing at Flat No.501, Mahalaxmi Apartments, A-Wing, Cama Lane, Near S.N.D.T College, Ghatkopar (W), Mumbai - 400086., [34]. **MR.**

DHARMENDRA MULJIBHAI DAIYA, Age – 78 Years, Occupation – Agriculture & Business, [35]. **MRS. MANORAMA DHARMENDRA DAIYA**, Age – 69 Years, Occupation – Agriculture & Business, [34] and [35] residing at Hira Baug, 6th Floor, Flat No.602, 254, Telang Road, Matunga, Mumbai – 400019., [36]. **MR. RAVILAL KESHARA PATEL**, Age – 72 Years, Occupation – Agriculture & Business, Residing at C/1, Mahalaxmi Apartments, A-Wing, Cama Lane, Near S.N.D.T College, Ghatkopar (W), Mumbai – 400086., [37]. **MR. KISHOR RAVILAL PATEL**, Age – 46 Years, Occupation – Agriculture & Business, Residing at C/2, Mahalaxmi Apartments, A-Wing, Cama Lane, Near S.N.D.T College, Ghatkopar (W), Mumbai – 400086., [38]. **MR. RAJESH RAVILAL PATEL**, Age – 42 Years, Occupation – Agriculture & Business, Residing at C/1, Mahalaxmi Apartments, A-Wing, Cama Lane, Near S.N.D.T College, Ghatkopar (W), Mumbai – 400086., [39]. **SMT. RANJANBEN MANHARLAL SHAH**, Age – 73 Years, Occupation – Agriculture & Housewife, [40]. **MR. MAYUR MANHARLAL SHAH**, Age – 42 Years, Occupation – Agriculture & Business, [39] and [40] residing at Flat No. 2/18, Bhaveshwarshikhar, R. B. Mehta Marg, Ghatkopar (E), Mumbai – 400077., [41]. **MRS. BHANUMATI SHASHIKANT CHANDAN**, Age - 56 Years, Occupation - Agriculture & Housewife, Residing at 204, Gera Chambers, Off Boat Club Road, Pune – 411001., All through their constituted Power of Attorney Holder MR. DEVJI MANSINGH NAIK and/or MR. RAMESH MALLAIAH AKULA., Hereinafter referred to as the "**OWNERS/CONSENTING PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, survivor or survivors, executors, administrators, assigns etc.) **OF THE THIRD PART;**

WHEREAS land admeasuring 04 Acres 11 Gunthas bearing Survey No.72, Hissa No.1B of Village Varale, Taluka Maval, District Pune was owned by one Dhondiba Namdeo Dabhade being his self-acquired/purchased property and his name appeared in the revenue records (7/12 extract) as the owner/possessor thereof vide mutation entries bearing no's. 180 and 256;

AND WHEREAS Dhondiba Namdeo Dabhade submitted application to the Revenue Authorities and gave statement in support thereof by which half land out of Survey No.72, Hissa No.1B of Village Varale, Taluka Maval, District Pune i.e., 02 Acres 5.5 Gunthas was recorded in the names of Vitthal Balu Bhegde, Vishnu Balu Bhegde and Maruti Balu Bhegde in the revenue records vide mutation entry no.603 and land admeasuring 02 Acres 5.5 Gunthas held by Dhondiba Namdeo Dabhade out of Survey No.72, Hissa No.1B of Village Varale, Taluka Maval, District Pune was given Hissa No.1B/1 (Hereinafter referred to as the "**SAID PROPERTY**") and the one held by the Bhegde's was given Hissa No.1B/2;

AND WHEREAS while enforcing the provisions of "The Bombay Weights and Measures (Enforcement) Act, 1958" and the "Indian Coinage Act, 1955" the area of said property viz., 02 Acres 5.5 Gunthas was converted to 00 Hectare 86 Ares and the effect thereof was given in the revenue records (7/12 extract) vide mutation entry no.703;

AND WHEREAS said Dhondiba Namdeo Dabhade died intestate on 26/02/1983 and after his death the names of his legal heirs viz., Jagannath Dhondiba Dabhade (son), Govind Dhondiba Dabhade (son), Chandrakant Dhondiba Dabhade (son), Gajrabai Baban Kalokhe (married daughter), Barkabai Malhari Kad (married daughter), Lahanubai Nathu Limbhore (married daughter), Kisan Bajirao Dabade (grandson i.e., son of predeceased son), Ram Bajirao Dabade (grandson i.e., son of predeceased son), Latabai Vishwanath Gawade (granddaughter i.e., married daughter of predeceased son), Alka Gajanan Lande (granddaughter i.e., married daughter of predeceased son) and Laxmibai Bajirao Dabhade (daughter-in-law i.e., widow of predeceased son) were mutated in the owners/possessors column of the 7/12 extract of said property vide mutation entry no. 4641;

AND WHEREAS the aforesaid legal heirs of Dhondiba Namdeo Dabhade executed Partition Deed dated 24/01/2012 with respect to said property, which has been registered in the Office of the Sub-Registrar Maval-2, Pune at serial no.405/2012 on 31/01/2012 and effect of partition deed was given on the 7/12 extract of said property vide mutation entry no.4796;

AND WHEREAS the daughter of Dhondiba Namdeo Dabhade viz., Gajrabai Baban Kalokhe expired on 13/05/2014 and after her death the names of her legal heirs viz., Ramesh Baban Kalokhe and Sanjay Baban Kalokhe came to be mutated on the 7/12 extract of said property vide mutation entry no.5314;

AND WHEREAS the legal heirs of Gajrabai Baban Kalokhe viz., Ramesh Baban Kalokhe and Sanjay Baban Kalokhe alongwith other daughter of Dhondiba Namdeo Dabhade viz., Lahanubai Nathu Limbhore released their share in said property in favor of Jagannath Dhondiba Dabhade, Govind Dhondiba Dabhade, Chandrakant Dhondiba Dabhade, Kisan Bajirao Dabade and Ram Bajirao Dabade by Release Deed dated 29/09/2015, registered in the Office of the Sub-Registrar Maval - 2, Pune at serial no.5714/2015 on 29/09/2015. The effect of the aforesaid Release Deed has been given on the 7/12 extract of said property vide mutation entry no. 5357;

AND WHEREAS the other daughter of Dhondiba Namdeo Dabhade viz., Barkabai Malhari Kad released her share in said property in favor of Jagannath Dhondiba Dabhade, Govind Dhondiba Dabhade, Chandrakant Dhondiba Dabhade and Kisan Bajirao Dabade by Release Deed dated 05/10/2015, registered in the Office of the Sub-Registrar Maval - 2, Pune at serial no.5801/2015 on 05/10/2015. The effect of said Release Deed has been given on the 7/12 extract of said property vide mutation entry no.5421;

AND WHEREAS the legal heirs of Dhondiba Namdeo Dabhade while executing the Partition Deed had decided to partition their shares running south- north but the same not serving the very purpose of partition they have mutually agreed upon and have partitioned and divided said property into shares running east-west;

AND WHEREAS the legal heirs of Dhondiba Namdeo Dabhade viz., Jagannath Dhondiba Dabade (Mohan Jagannath Dabade, Popat Jagannath Dabade, Asha Suresh Gavade, Maya Bhagvan Tapkir, Shobha Govind Kalokhe, Sangeeta Raju Sorate and Mangal Balkrishna Yewale), Govind Dhondiba Dabhade (Bhagvan Govind Dabhade, Manjusha Sanjay Wayal, Aruna Vishwas Kawade, Vandana Nilesh Sanas, Manda Pandurang Shinde and Anupama Prakash Talekar), Chandrakant Dhondiba Dabhade (Shamal Chandrakant Dabhade, Sudesh Chandrakant Dabhade, Swati Satyawar Gogavale, Seema Dilip Botre and Trupti Shahaji Jadhav), Laxmibai Bajirao Dhabade, Kisan Bajirao Dabhade (Kunal Kisan Dabhade and Kushal Kisan Dabhade), Ram Bajirao Dabhade (Rohit Ram Dabhade and Vicky Ram Dabhade), Latabai Vishwanath Gawade and Alka Gajanan Lande (Hereinafter collectively referred to as the “**OWNERS OF SAID PROPERTY**”) have inherited share in said property by succession;

AND WHEREAS the Promoters/Developers is a Partnership Firm having five partner's viz., Mr. Devji Mansingh Naik, Mr. Nivrutti Namdeo Panmand, Mr. Ramesh Mallaiah Akula, Mr. Mohan Devji Naik and Mr. Dinesh Ramesh Akula and the said firm is carrying on the business of Builders, Promoters and Developers;

AND WHEREAS the owners of said property by Power of Attorney dated 08/02/2017, registered in the Office of the Sub-Registrar Maval-2, Pune at serial no.802/2017 on 08/02/2017 have constituted and appointed Chandrakant Dhondiba Dabhade and Kisan Bajirao Dabhade as their attorneys to present various documents such as Development Agreements, Supplementary Development Agreements, Power of Attorney's, Correction Deeds etc with respect to Survey No.72, Hissa No.1B/1 of Village Varale, Taluka Maval, District Pune or part thereof duly signed/thump impressed/executed by the owners of the said property before the concerned Sub-Registrar of Assurances for registration, admit execution of the documents and to complete the registration procedure on behalf of the owners of said property;

AND WHEREAS the aforesaid owners of the said property by Development Agreement dated 09/02/2017, registered in the Office of the Sub-Registrar Maval-2, Pune at serial no.824/2017 on 09/02/2017 have assigned development rights in land admeasuring 00 Hectare 65.48 Ares i.e., 6548 Sq. Mtrs (running East-West) out of Survey No.72, Hissa No.1B/1 of Village Varale, Taluka Maval, District Pune (Hereinafter for sake of brevity referred to as the “**SCHEDULE “A” PROPERTY**” and more particularly described in Schedule “A” written under the foot of this Agreement) to the Promoters/Developers through its partners Mr. Devji Mansingh Naik and Mr. Ramesh Mallaiah Akula and further for the efficient and effective development of the Schedule “A” Property without the personal presence of the owners, the owners have executed Irrevocable Power of Attorney dated 09/02/2017 in favor of the Promoters/Developers, which is registered in the Office of the Sub-Registrar Maval-2, Pune at serial no.825/2017 on 09/02/2017;

AND WHEREAS one of the owners of said property viz., Govind Dhondiba Dabhade without any legal right and without the consent of the other owners had executed unregistered Development Agreement and Power of Attorney dated 25/07/1990, Possession Receipt dated 20/09/1990 in favor of one Jitendra Tilokchand Oswal and Ramdas Dnynoba Kalokhe. The claims of Jitendra Tilokchand Oswal and Ramdas Dnynoba Kalokhe have been settled by Govind Dhondiba Dabhade and accordingly Jitendra Tilokchand Oswal and Ramdas Dnynoba Kalokhe have executed Cancellation Deed dated 08/02/2017 in respect of aforesaid unregistered Development Agreement, Power of Attorney and Possession Receipt all with respect to Survey No.72, Hissa No.1B/1 of Village Varale, Taluka Maval, District Pune. Jitendra Tilokchand Oswal and Ramdas Dnynoba Kalokhe having no right, title and/or interest in Survey No.72, Hissa No.1B/1 of Village Varale, Taluka Maval, District Pune and further having no any objection for assignment of development rights in the Schedule "A" property to the Promoters/Developers have joined the aforesaid Development Agreement dated 09/02/2017 as consenting parties;

AND WHEREAS land totally admeasuring 00 Hectare 87 Ares (02 Acers 5.5 Gunthas), bearing Survey No.72, Hissa No. 1B/2 of Village Varale, Taluka Maval, District Pune (Hereinafter for sake of brevity referred to as "**SCHEDULE "B" PROPERTY**" and more particularly described in Schedule "B" written under the foot of this Agreement) was originally owned and possessed by Shri. Vitthal Kalu Bhegde, Shri. Vishnu Kalu Bhegde and Shri. Maruti Kalu Bhegde and their names were mutated in the revenue records of the said land vide mutation entry no. 603;

AND WHEREAS while enforcing the provisions of "The Bombay Weights and Measures (Enforcement) Act, 1958" and the "Indian Coinage Act, 1955" the area of said schedule "B" property viz., 02 Acres 5.5 Gunthas was converted to 00 Hectare 87 Ares and the effect thereof was given in the revenue records (7/12 extract) vide mutation entry no.703;

AND WHEREAS Shri. Vitthal Kalu Bhegde and his brothers had agreed to sell the said schedule "B" property to one Shri. Chandrakant Shankar Bhide by executing Agreement to Sell (Sathekath) dated 21/07/1990, registered in the office of the Sub-Registrar Maval, Pune at serial no.3248/1990 on 25/07/1990, but the transaction could not be completed and as such Shri. Chandrakant Shankar Bhide executed Deed of Cancellation dated 02/09/1994, thereby cancelling the aforesaid Agreement to Sell (Sathekath) dated 21/07/1990, which Deed of Cancellation has been registered in the office of the Sub-Registrar Maval, Pune at serial no. 2752/1994 on 02/09/1994;

AND WHEREAS the owners of the said schedule "B" property viz., Shri. Vitthal Kalu Bhegde, Shri. Vishnu Kalu Bhegde and Shri. Maruti Kalu Bhegde for satisfying the financial needs of their family and for other sufficient reasons sold the said schedule "B" property to Shri. Shriniwas Venkatesh Kulkarni and Dr. Leena Kulkarni by Sale Deed

dated 21/05/1991, registered in the office of the Sub-Registrar Maval, Pune at serial no. 2336/1991 on 23/05/1991 and the names of the purchasers came to be mutated in the revenue records of the said schedule "B" property vide mutation entry no.1793;

AND WHEREAS while executing and registering the aforesaid Sale Deed dated 21/05/1991, name of Shri. Shriniwas Venkatesh Kulkarni was wrongly mentioned as Shri. Venkatesh Shriniwas Kulkarni, which mistake has been rectified by Correction Deed dated 11/11/1994, executed between Shri. Vitthal Kalu Bhegde, Shri. Vishnu Kalu Bhegde, Shri. Maruti Kalu Bhegde and Shri. Shriniwas Venkatesh Kulkarni and Dr. Leena Kulkarni, the Correction Deed has been registered in the Office of the Sub-Registrar Maval, Pune at serial no. 3567/1994 on 11/11/1994 and effect thereof has been given in the revenue records vide mutation entry no. 1981;

AND WHEREAS Shri. Shriniwas Venkatesh Kulkarni and Dr. Leena Kulkarni for good and sufficient reasons by Deed of Conveyance dated 10/02/1995, registered in the Office of the Sub-Registrar Maval, Pune at serial no. 587/1995 on 10/02/1995, sold the schedule "B" property collectively to [1]. Mr. Shashikant Mangaldas Chandan (7% i.e., about 00 Hectare 6.09 Are), [2]. Mr. Bipin Mangaldas Chandan (7% i.e., about 00 Hectare 6.09 Are), [3]. Mr. Mangaldas Arjun Chandan (6% i.e., about 00 Hectare 5.22 Are), [4]. Mr. Jayesh Ratanshi Chandan (5% i.e., about 00 Hectare 4.35 Are), [5]. Mr. Jagdish Ratanshi Chandan (5% i.e., about 00 Hectare 4.35 Are), [6]. Mr. Dharmendra Muljibhai Daiya (10% i.e., about 00 Hectare 8.70 Are), [7]. Mrs. Manorama Dharmendra Daiya (10% i.e., about 00 Hectare 8.70 Are), [8]. Mrs. Maniben Ravilal Patel (9% i.e., about 00 Hectare 7.83 Are), [9]. Mr. Kishor Ravilal Patel (8% i.e., about 00 Hectare 6.96 Are), [10]. Mr. Rajesh Ravilal Patel (8% i.e., about 00 Hectare 6.96 Are), [11]. Mr. Manharlal Prabhudas Shah (9% i.e., about 00 Hectare 7.83 Are), [12]. Mrs. Ranjanben Manharlal Shah (8% i.e., about 00 Hectare 6.96 Are) and [13]. Mr. Mayur Manharlal Shah (8% i.e., about 00 Hectare 6.96 Are), the names of the purchasers came to be collectively recorded in the revenue records of the schedule "B" property vide mutation entry no.1982;

AND WHEREAS the aforesaid purchasers filed returns under section 6(1) of the Urban Land (Ceiling and Regulation) Act, 1976, with respect to the said schedule "B" property and other land owned by them and their case bearing ULC Case No.1183-PA was decided by the Deputy Collector and Competent Authority No. II, Pune Urban Agglomeration, Pune by Order dated 15/09/2000, declaring that the lands subject matter of the returns filed by the aforesaid purchasers do not fall within the ambit of the provisions of the said Act;

AND WHEREAS out of the aforesaid purchasers Mr. Manharlal Prabhudas Shah died intestate on 21/03/2009, leaving behind him his widow Smt. Ranjanben Manharlal Shah, son Mr. Mayur Manharlal Shah and three married daughters viz., Mrs. Asha Kaushik Motalia, Mrs. Dimple Paras Mehta, Mrs. Kavita Vishal Parekh as his only legal heirs, who inherited the share of deceased Mr. Manharlal Prabhudas

Shah in the said schedule "B" property and their names have been mutated in the revenue records of the said schedule "B" property vide mutation entry no. 5518;

AND WHEREAS the daughters & son of deceased Mr. Manharlal Prabhudas Shah viz., (1) Mrs. Asha Kaushik Matalia, (2) Mrs. Asha Paras Mehta & (3) Mrs. Kavita Vishal Parekh and Son Mr. Mayur Manharlal Shah have released their undivided share in the said schedule "B" property in favor of their mother Smt. Ranjanben Manharlal Shah by executing Release Deed dated 18/08/2017, registered in the Office of the Sub-Registrar Vadgaon Maval at serial no. 7677/2017 on 28/11/2017;

AND WHEREAS another purchaser of the said schedule "B" property Mrs. Maniben Ravilal Patel died intestate on 16/05/2015, leaving behind her husband Mr. Ravilal Keshara Patel, sons Mr. Kishor Ravilal Patel, Mr. Rajesh Ravilal Patel and married daughter Mrs. Priti Yogesh Patel as her only legal heirs, who inherited the share of deceased Mrs. Maniben Ravilal Patel in the said schedule "B" property and their names have been mutated in the revenue records of the said schedule "B" property vide mutation entry no 5531;

AND WHEREAS the daughter of deceased Mrs. Maniben Ravilal Patel viz., Mrs. Priti Yogesh Patel has released her undivided share in the said schedule "B" property in favor of her brothers Mr. Kishor Ravilal Patel, Mr. Rajesh Ravilal Patel by executing Release Deed dated 23/11/2017, registered in the Office of the Sub-Registrar Vadgaon Maval at serial no. 7519/2017 on 23/11/2017;

AND WHEREAS two owners of the said schedule "B" property viz., Mr. Shashikant Mangaldas Chandan and Mr. Mangaldas Arjun Chandan by executing Gift Deed dated 24/06/2011, registered in the Office of the Sub-Registrar Maval, Pune on 27/06/2011 at serial no.3998/2011, have gifted their share in the said schedule "B" property i.e., land admeasuring 00 Hectare 11.31 Ares to Mrs. Bhanumati Sashikant Chandan and her name has been mutated in the revenue records of the said land with respect to land admeasuring 00 Hectare 11.31 Ares vide mutation entry no.4540;

AND WHEREAS upon execution of the aforesaid release deeds, devolution of share in the hands of the heirs of deceased owners in the said schedule "B" property is presently owned by [1]. Mr. Bipin Mangaldas Chandan (7%), [2]. Mr. Jayesh Ratanshi Chandan (5%), [3]. Mr. Jagdish Ratanshi Chandan (5%), [4]. Mr. Dharmendra Muljibhai Daiya (10%), [5]. Mrs. Manorama Dharmendra Daiya (10%), [6]. Mr. Ravilal Keshara Patel (2.25%), [7]. Mr. Kishor Ravilal Patel (11.375%), [8]. Mr. Rajesh Ravilal Patel (11.375%), [9]. Smt. Ranjanben Manharlal Shah (17%) and [10]. Mr. Mayur Manharlal Shah (8%) and [11]. Mrs. Bhanumati Shashikant Chandan (13%). The owners referred hereinabove are co-owners of the said schedule "B" property each having undivided share in the said schedule "B" property and they are

collectively holding vacant and peaceful possession of the said schedule “B” property;

AND WHEREAS the owners of schedule “B” property had agreed to assign development rights in the said land to one Mr. Chandrakant Shankar Bhide and accordingly had executed Memorandum of Understanding dated 30/05/2017;

AND WHEREAS the Promoters/Developers, having acquired development rights in the Schedule “A” Property intended to acquire development rights in the said Schedule “B” Property which is adjoining Schedule “A” Property;

AND WHEREAS after detailed negotiations held by and between the Promoters/Developers, Owners of schedule “B” property and Mr. Chandrakant Shankar Bhide, the Owners of schedule “B” property against consideration in form of construction agreed to assign development rights in the said schedule “B” property to the Promoters/Developers and accordingly have executed Development Agreement dated 30/11/2017, registered in the Office of the Sub-Registrar Maval, Pune at serial no.7787/2017 on 08/12/2017;

AND WHEREAS Mr. Chandrakant Shankar Bhide has joined the aforesaid Development Agreement as Consenting Party No.1 and thereby has furnished his unconditional consent to the development transaction and further has declared that rights if any vested in him in the said schedule “B” property by virtue of aforesaid Memorandum of Understanding dated 30/05/2017 stand cancelled, terminated and liquated;

AND WHEREAS in order to carry out the development of the said schedule “B” property effectively and efficiently the Owners of the said schedule “B” property have executed Irrevocable Power of Attorney dated 30/11/2017, registered in the Office of the Sub-Registrar Maval, Pune at serial no.7788/2017 on 08/12/2017 in favor of the Promoters/Developers;

AND WHEREAS by virtue of aforesaid Development Agreements and Irrevocable Power of Attorneys, the Promoters/Developers have become absolutely entitled to develop Schedule “A” property admeasuring 00 Hectare 65.48 Ares and Schedule “B” property admeasuring 00 Hectare 87 Ares totally admeasuring 01 Hectare 52.48 Ares i.e., 15248 Sq. Mtrs., by constructing thereon housing project having multistoried building/s consisting residential tenements and further the Promoters/Developers are absolutely entitled to sell such tenements to prospective purchasers on ownership basis and to receive consideration thereof;

AND WHEREAS out of aforesaid land admeasuring 15248 Sq. Mtrs., land admeasuring 1899.50 Sq. Mtrs., is covered under road and land admeasuring 798.50 Sq. Mtrs., is under green belt and therefore

the Promoters/Developers are authorized to develop land admeasuring 12550 Sq. Mtrs., (Hereinafter collectively referred to as the “**PROJECT LAND**”)

AND WHEREAS the project land is situated within the limits of the Pune Metropolitan Regional Development Authority, Pune (PMRDA);

AND WHEREAS the Promoters/Developers got prepared the building plans with respect to the building/s to be constructed on the project land and submitted the plans for approval with PMRDA;

AND WHEREAS PMRDA has approved and sanctioned the building plans with respect to four wings viz., “A”, “B”, “C” & “D” to be constructed on the project land vide Development Permission and Commencement Certificate dated 29/09/2018, bearing outward no. DP/BMA/MOU.VARALE/G.NO.72/1B/1(PAI) VA ETAR/PRA.KRA.39/18-19, which plans have been subsequently revised and approval/sanction thereof has been granted by PMRDA vide Development Permission and Commencement Certificate – Revised Construction Permission No.1 dated 27/06/2019, bearing outward no. DP/BMA/MOU.VARALE/G.NO.72/1B/1(PAI), 72/1B/2/PRA.KRA.1524/18-19;

AND WHEREAS the plans sanctioned by PMRDA, Pune vide Development Permission and Commencement Certificate – Revised Construction Permission No.1 dated 27/06/2019, bearing outward no. **DP/BMA/MOU.VARALE/G.NO.72/1B/1(PAI), 72/1B/2/PRA.KRA.1524/18-19** in respect of the land more particularly described in the schedule “A” and “B” hereunder written has/have been hereinafter referred to as the ‘**SAID PLAN**’;

AND WHEREAS the State Level Environment Impact Assessment Authority on 02/02/2019 has accorded environmental clearance to the project to be developed by the Promoters/Developers on the project land under the provisions of Environment Impact Assessment Notification, 2006 and further the Maharashtra Pollution Control Board has accorded its consent to the said project by its order dated 04/02/2019;

AND WHEREAS, the Promoters/Developers have appointed an Architectural firm registered with the Council of Architects, by name AJIT THAKUR AND ASSOCIATES (Arch. Ajit V. Thakur), Address - 10, R.M. Corner , Indira Shankar Nagari, Paud Road, Kotharud, Pune – 411038, who have designed the said project and have obtained the required permission from various government and semi-government bodies;

AND WHEREAS the structural designs and drawings of the various Apartments/Units/Flats have been prepared by Structural Engineer RAHUL DARVEKAR & ASSOCIATES, Address - 10, Sai Villa, Shamsunder Society, Near Mhatre Bridge, Erandawane, Pune – 411030 appointed by the Promoters/Developers;

AND WHEREAS the Promoters/Developers reserve the right to change the Architect and/or Structural Engineer and appoint a new Architect and/or Structural Engineer in their place;

AND WHEREAS the Promoters/Developers accept the professional supervision of the Architect and the structural Engineer till the completion of the building/s;

AND WHEREAS while sanctioning the said plan, PMRDA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters/Developers while developing the PROJECT LAND and only upon due observance and performance of which, the Completion or Occupation Certificate with respect to the said project shall be granted by the Competent Authority;

AND WHEREAS, the Promoters/Developers reserve the right to change the SAID PLAN and/or specifications without obtaining prior permission/consultation with the Allottees/Purchasers, however, in accordance with the relevant prevailing building regulations and bylaws of the concerned local authority and without having adverse effect/change to the unit to be allotted to the Allottees/Purchasers;

AND WHEREAS the entire project consisting "A", "B", "C" & "D" wings along with common amenities and facilities to be developed on the project land shall be known as "**REAL DREAM HOMES**"

AND WHEREAS, in pursuance of the aforesaid scheme, and according to the SAID PLAN, the Promoters/Developers are constructing various buildings consisting Apartments/Units/Flats over the PROJECT LAND and have hereby evolved a scheme of selling Apartments/Units/Flats to the Allottee's/Purchaser's, with a view to either form a Co-operative Housing Society or Association of Apartment Holders or a federation of the purchasers of various Apartments/Units/Flats as the Promoters/Developers may decide and the Allottees/Purchasers would abide by the terms and conditions of this Agreement;

AND WHEREAS, the Promoters/Developers are entitled to sell the Apartments/Units/Flats from the said project to be constructed by the Promoters/Developers and to enter into necessary documents with the prospective purchasers of the 'Apartments/Units/Flats' and to execute the necessary Agreements in that regard;

AND WHEREAS, the Allottees/Purchasers demanded from the Promoters/Developers and the Promoters/Developers have given inspection to the satisfaction of the Allottees/Purchasers of all the documents of title relating to the PROJECT LAND, viz., 7/12 extracts, Mutation Entries, Sale Deeds, Development Agreements, Development Permission and Commencement Certificate issued by PMRDA, Title Report, Building and Floor Plans, Designs and Specifications prepared by the Promoters/Developers' Architect and of such other documents

as are specified under “The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'SAID ACT') and rules & regulations made thereunder;

AND WHEREAS, the Promoters/Developers have accordingly commenced construction of “A-WING” out of the said entire project in accordance with the SAID PLAN in the name and style as **‘REAL DREAM HOMES “A-WING”**;

AND WHEREAS as per said plan “A-Wing” consist parking plus twelve upper floors having one hundred and nineteen residential flats;

AND WHEREAS the Promoters/Developers have registered the project **‘REAL DREAM HOMES “A-WING”** under the provisions of the Real Estate (Regulation and Development) Act, with the Maharashtra Real Estate Regulatory Authority, bearing registration no. **P.....**, authenticated copy whereof is annexed to this Agreement;

AND WHEREAS, the copies of Certificate of Title issued by the Advocate of the Promoters/Developers, copy of 7/12 Extract showing the nature of the title of the Owners to the PROJECT LAND on which the various buildings consisting APARTMENTS/UNITS/FLATS are being constructed, the relevant floor plans which is a part of the SAID PLAN approved by the concerned Local Authority and specifications of the ‘APARTMENTS/UNITS/FLATS’ to be purchased by the Allottees/Purchasers, Development Permission and Commencement Certificate issued by PMRDA have been annexed hereto with this Agreement;

AND WHEREAS, the Allottees/Purchasers applied to the Promoters/Developers for allotment to the Allottees/Purchasers, flat bearing no. , on the **Floor** of “**A-WING**” to be constructed on the project land (Hereinafter referred to as the **‘SAID UNIT’** and more particularly described in the Schedule “C” hereunder written), and also delineated and marked over the plan which is part of the SAID PLAN;

AND WHEREAS, the area of the said Unit is admeasuring Sq. Mtrs., of carpet area, enclosed balcony admeasuring Sq. Mtrs., cupboard area admeasuring Sq. Mtrs., of carpet area and an adjacent sit out/terrace admeasuring Sq. Mtrs;

AND WHEREAS, the Allottees/Purchasers have verified the aforesaid areas and admit the correctness of the same;

AND WHEREAS the "carpet area" means the net usable floor area of the unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said unit for exclusive use of the Allottees/Purchasers or verandah area and exclusive open terrace area appurtenant to the said unit for exclusive use of the Allottees/Purchasers, but includes the area covered by the internal partition walls of the unit;

AND WHEREAS, the Promoters/Developers agreed to sell to the Allottees/Purchasers, the said Unit for the price or consideration of **Rs...../- (RupeesOnly)** as more particularly described in clauses 2 hereunder written, exclusive of the amounts mentioned in clauses 10, 20, 21, 22 and 27 hereunder written, and on the terms and conditions hereinafter appearing;

AND WHEREAS, upon execution of these presents, the Allottees/Purchasers have paid to the Promoters/Developers a sum of **Rs...../- (Rupees Only) by being** earnest money towards the sale price of the said Unit agreed to be sold by the Promoters/Developers to the Allottees/Purchasers, which has now been appropriated towards the part payment of the sale price of the said unit, the payment and receipt whereof, the Promoters/Developers do hereby admit and acknowledge and the Allottees/Purchasers have agreed to pay to the Promoters/Developers balance sale price in the manner hereinafter appearing;

AND WHEREAS the owners of the Schedule “A” and Schedule “B” property have furnished their consent to the present transaction by joining the present agreement as consenting parties;

AND WHEREAS, under provisions of the aforesaid Act, the Promoters/Developers are required to execute a written Agreement for sale of the said Unit with the Allottees/Purchasers, being these presents and also to register the said agreement under the Registration Act;

AND WHEREAS the parties hereby intend to reduce into writing the terms and conditions agreed by and between them, as under.

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

1. The Promoters/Developers shall construct “A-WING” consisting of parking and twelve upper floors on the portion of PROJECT LAND consisting of one hundred and nineteen residential flats/tenements (units) in accordance with the plans, designs, specifications approved by the concerned authority and which have been seen and approved by the Allottees/Purchasers with only such variations and modifications as the Promoters/Developers may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them.

Provided that the Promoters/Developers shall have to obtain prior consent in writing of the Allottees/Purchasers in respect of variations or modifications which may adversely affect the Unit of the Allottees/Purchasers except any alteration or addition required by any Government authorities or due to change in law.

The Allottees/Purchasers hereby agree to purchase from the Promoters/ Developers and the Promoters/Developers hereby agree to sell to the Allottees/Purchasers one Unit bearing No. admeasuring Sq. Mtrs., of carpet area, enclosed balcony admeasuring Sq. Mtrs., of carpet area, cupboard area admeasuring Sq. Mtrs., of carpet area and an adjacent sit out/terrace admeasuring Sq. Mtrs of carpet area on **Floor** as shown in the floor plan in “**A-WING**” for the price or consideration of **Rs...../- (Rupees Only)** including the proportionate price of the common areas and facilities appurtenant to the said unit the nature extent and description of the common areas/limited areas and facilities which are more particularly described in the schedule “C” hereunder written (hereinafter referred to as the "UNIT") and provisional allotment of one single covered parking space No. ... for a single car park in the stilt of the building “.....” / or in open area with cover as per parking FLOOR PLAN and that such allotment shall be subject to ratification by the ultimate body i.e. a co-operative housing society or association of apartment or federation.

The total price above excludes Taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the Unit.

The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies/Government from time to time. The Promoters/Developers undertake and agree that while raising a demand on the Allottees/Purchasers for increase in development charges, cost, or levies imposed by the Competent Authorities etc., the Promoters/Developers shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Allottees/Purchasers, which shall only be applicable on subsequent payments.

The Promoters/Developers shall confirm the final carpet area that has been allotted to the Allottees/Purchasers after the construction of the building is complete and the occupancy certificate is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters/Developers. If there is any reduction in the carpet area within the defined limit then Promoters/Developers shall refund the excess money paid by Allottees/Purchasers within forty-five days with annual interest at the rate specified by the rules, from the date when such an excess amount was paid by the

Allottees/Purchasers. If there is any increase in the carpet area allotted to Allottees/Purchasers, the Promoters/Developers shall demand additional amount from the Allottees/Purchasers as per the next milestone of the payment schedule. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

2. The Allottees/Purchasers has/have paid a sum of **Rs./-** **(Rupees Only)** upon execution of these presents as mentioned hereinabove and the Allottees/Purchasers hereby agree/s to pay to the Promoters/Developers the balance amount of the purchase price of **Rs......./- (Rupees Only)** in terms of this Agreement in the following manner:

Rs......./-	To be paid after the execution of Agreement.
Rs......./-	To be paid on completion of the Plinth of the building in which the said Unit is located.
Rs......./-	To be paid on Completion of 1st Slab
Rs......./-	To be paid on Completion of 2nd Slab
Rs......./-	To be paid on Completion of 3rd Slab
Rs......./-	To be paid on Completion of 4th Slab
Rs......./-	To be paid on Completion of 5th Slab
Rs......./-	To be paid on Completion of 6th Slab
Rs......./-	To be paid on Completion of 7th Slab
Rs......./-	To be paid on Completion of 8th Slab
Rs......./-	To be paid on Completion of 9th Slab
Rs......./-	To be paid on Completion of 10th Slab
Rs......./-	To be paid on Completion of 11th Slab
Rs......./-	To be paid on completion of brick work
Rs......./-	To be paid on completion of plastering work
Rs......./-	To be paid on completion of titling work
Rs......./-	To be paid at the time of handing over of the possession of the Unit on or after receipt of occupancy certificate or completion certificate
Rs......./-	Total

It is made clear and agreed by and between the parties hereto that the Promoters/Developers shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoters/Developers shall be completely at liberty

to choose the chronology of the respective stages of the construction. The Promoters/Developers are also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment. It is also explicitly agreed by the Allottees/Purchasers that he/she/they shall pay the installments within 7 (seven) days from the receipt of installment demand letter, sent by the Promoters/Developers either by ordinary post, or by courier or by e-mail at the address mentioned in Clause 39 of these Presents.

The parties herein declare that all the aforesaid installments shall be paid in the name of 'REAL BUILDCON BUILDERS AND DEVELOPERS' in Andhra Bank , Talegaon Dabhade Branch, C/A No. 253011100001361 (IFSC Code – ANDB0002530)

The parties further declare that the time shall be the essence of this contract. As such, the Allottees/Purchasers shall make the payment of all the installments on due dates. The Allottees/Purchasers shall make payment to the Promoters/Developers by Demand Draft/ Local Cheques and/or by Bank Transfers. If the Allottees/Purchasers make the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of the Promoters/ Developers and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.

The Promoters/Developers may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottees/Purchasers by discounting such early payments at such rate to be decided by the Promoters/Developers 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 an Allottee/Purchaser by the Promoters/Developers.

The Allottees/Purchasers authorize/s the Promoters/Developers to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoters/Developers may in their sole discretion deem fit and the Allottees/Purchasers undertake not to object/demand/direct the Promoters/Developers to adjust his/her/their payments in any manner.

3. The Promoters/Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Allottees/Purchasers, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

4. Time is essence for the Promoters/Developers as well as the Allottees/Purchasers. The Promoters/Developers shall abide by the time schedule for completing the project and handing over the Unit to the Allottees/Purchasers and the common areas to the association of the Allottees/Purchasers after receiving the occupancy certificate or the completion certificate or both, as the case may be.
5. The Allottees/Purchasers has/have agreed to acquire the said unit on what is known as "Ownership Basis" and shall be entitled as under :-
 - a. The Allottees/Purchasers shall be entitled to exclusively possess, use, occupy and enjoy the garden/terrace/open space and/or car parking space, if any, in the same way as the said unit/s and the Allottees/Purchasers shall also be entitled to make use of the said open space/garden/terrace and/or car parking space, if any, in any manner permissible under the rules and regulations of the concerned local authority.
 - b. This Agreement is on the express condition that certain units comprised in the said building to be constructed on the PROJECT LAND have or are being sold subject to the mutual rights of such Allottees/Purchasers with regard to his/her/their open space/terrace/garden/or car parking space, if any as aforesaid and that the user of each of such unit/s and the rights in relation thereto of each Allottees/Purchasers shall be subject to all the rights of the other Allottees/Purchasers in relation to his/her/their unit/s.
 - c. None of the Allottees/Purchasers of the said remaining units shall have any right whatsoever to and shall not use and/or occupy the open space/terrace/garden and/or car parking space or any part thereof, if any, acquired by any Allottees/Purchasers including the Allottees/Purchasers concerned, as aforesaid nor shall he/she/they do or cause to be done anything whereby such Allottees/Purchasers including the Allottees/Purchasers concerned is/are prevented from using and occupying the said terrace/open space/garden/car parking space, if any, as aforesaid or the rights of such Allottees/Purchasers including the Allottees/Purchasers concerned for the same are in any manner affected or prejudiced, correspondingly, the Allottees/Purchasers covenants that he/she/they shall exercise his/her/their rights consistently with the rights of the other Allottees/Purchasers and shall not do anything whereby the Allottees/Purchasers of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/terrace/garden/car parking space, if any, or whereby the rights of the other Allottees/Purchasers with regard to his/her/their unit/s

including the terrace/open space/garden/car parking space as aforesaid are in any manner affected or prejudiced.

6. The Promoters/Developers hereby declare that the Floor Space Index available as on date in respect of the PROJECT LAND is ----- Square Meters only and Promoters/Developers have planned to utilize Floor Space Index of ----- Square Meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters/Developers have disclosed the Floor Space Index of ----- Square Meters as proposed to be utilized by them on the PROJECT LAND and Allottees/Purchasers has/have agreed to purchase the said Unit based on the proposed construction and sale of units to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Developers only. The Allottees/Purchasers hereby expressly consent to the Promoters/Developers redesigning the said building and the area or areas, which the Promoters/Developers may desire to realign and re-design and the Promoters/Developers shall be entitled to utilize any F.S.I./T.D.R. which may be available and/or allowed to be utilized on the PROJECT LAND or any part thereof or any adjoining property or properties as the case may be and till the entire project/complex is completed and the F.S.I./T.D.R. available on the PROJECT LAND is duly utilized by the Promoters/Developers and the amount or amounts receivable by the Promoters/Developers from the Allottees/Purchasers of the units in the said building is/are duly received by the Promoters/Developers and all the obligations required to be carried out by the Allottees/Purchasers herein and the Allottees/Purchasers of the said units in the building are fulfilled by them. The Allottees/Purchasers also further confirm and agree that the Promoters/Developers also intend to utilize TDR and benefit of F.S.I. available to them over the PROJECT LAND for constructing further floor/s and wings adjoining to or connected with the said building/s in accordance with the building plans as may be sanctioned which F.S.I., as shall be available to the Promoters/Developers absolutely and the Allottees/Purchasers shall have no claim or dispute in respect thereof.

7. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS/DEVELOPERS:-** The Promoters/Developers hereby represent and warrant to the Allottees/Purchasers as follows:

- 7.1. The Promoters/Developers have clear and marketable title with respect to the project land; as declared in the title certificate annexed to this agreement and have the requisite rights to carry out development upon the project land and

also have actual, physical and legal possession of the project land for the implementation of the Project;

- 7.2. The Promoters/Developers have lawful right and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 7.3. There are no encumbrances upon the project land or the Project;
- 7.4. There are no litigations pending before any Court of law with respect to the project land or Project;
- 7.5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/s shall be obtained by following due process of law and the Promoters/Developers have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, building/s and common areas;
- 7.6. The Promoters/Developers have the 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 Allottees/Purchasers created herein, may prejudicially be affected;
- 7.7. The Promoters/Developers have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said unit which will, in any manner, affect the rights of Allottees/Purchasers under this Agreement;
- 7.8. The Promoters/Developers confirm that the Promoters /Developers are not restricted in any manner whatsoever from selling the said unit to the Allottees/Purchasers in the manner contemplated in this Agreement;
- 7.9. At the time of execution of the conveyance deed of the structure to the Association of Allottees/Purchasers the Promoters/Developers shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees/Purchasers;
- 7.10. The Promoters/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 competent Authorities;

- 7.11. 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 project land) has been received or served upon the Promoters/Developers in respect of the project land and/or the Project.

8. The said unit is agreed to be sold subject to:-

- 8.1. Any scheme or reservation affecting the PROJECT LAND or any part or parts thereof made or to be made by any Authority concerned including the terms covenants stipulations and conditions contained in the Agreement/s relating to the PROJECT LAND.
- 8.2. Its present user as residential and/or non-residential and/or other permissible users.
- 8.3. Any relevant and necessary covenants as may be stipulated by the Promoters/Developers for the more beneficial and optimum use and enjoyment of the PROJECT LAND (i.e. the project land together with the building/s thereon) in general and for the benefit of any class of holders of any unit/s and other unit/s as the case may be or any part thereof including the absolute and irrevocable right of the Promoters/Developers to exclusively and absolutely use and utilize as above enumerated the benefit of any enhanced FSI/FAR or to absorb and consume the TDR rights acquired on any portion/s of the PROJECT LAND.
- 8.4. All rights of water, drainage, water courses, light and other easement and quasi or reputed easements and rights of adjoining land Owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Promoters/Developers shall not be required to show the creation of or define or apportion any burden.
- 8.5. All the covenants and conditions ensuring for the benefit of the said person/s as contained in the Agreement/s made between them and/or the Promoters/Developers, the said order/s passed under the Ceiling Act, order of layout and/or sub-division relating to the PROJECT LAND, order of conversion and all terms and conditions stipulated by the Promoters/Developers in respect of the common areas and facilities and amenities to be provided for the benefits of the PROJECT LAND or any part/s thereof.

- 8.6. For the aforesaid purpose and all purposes of and incidental thereto, and/or for the more beneficial and optimum use and enjoyment of the various portions of the PROJECT LAND and/or any part/s thereof of the Promoters/Developers in such manner as may be desired by the Promoters/Developers, the Promoters/Developers shall be entitled to grant, over, upon or in respect of any portion/s of the PROJECT LAND, all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water electricity telephone connections and/or installations and other services in the PROJECT LAND and/or any part/s thereof right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the PROJECT LAND and/or any part/s thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Promoters/Developers.
- 8.7. It being made expressly clear that the ultimate body's transfer deed/s in respect of the PROJECT LAND viz. the said land and/or any part/s thereof with building thereon shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the PROJECT LAND and shall be binding upon all the persons who are the holders of their respective unit/s comprised in the PROJECT LAND as the Promoters/Developers may reasonably require for giving effect to and/or enforcing the said restriction covenants and stipulations.
- 8.8. It is hereby recorded that the consideration factor arrived at between the parties hereto under these presents is suitably priced keeping into consideration the rights and obligations reserved and vested unto each and therefore the Allottees/Purchasers shall have no right or remedy to defer or deny any obligation imposed on him/her/them since he/she/they has/have availed of the benefit factor of such obligation by reduction in the consideration hereunder.
- 8.9. The Allottees/Purchasers hereby declare that the consideration amount for the aforesaid Unit/Flat has been finalized on lump-sum basis and while finalizing the consideration amount the input credit/setoff on Goods and Services Tax has been considered/taken into account. The Allottees/Purchasers hereby undertake and assure that he/she/they shall not raise any issue, claim, refund, demand, setoff with respect to the consideration amount in view of input credit/setoff on Goods and Service Tax.
9. The Promoters/Developers hereby agree that they shall form and convey the title of the PROJECT LAND together with structures in favour of Society/federation/apex body/Condominium of

Apartment Holders to be eventually formed at the discretion of the Promoters /Developers.

10. The Allottees/Purchasers agree to pay to the Promoters/Developers interest @ 9% on all the amounts which become due and payable by the Allottees/Purchasers to the Promoters /Developers under the terms of this Agreement from the date said amount is payable by the Allottees/Purchasers to the Promoters/Developers.
11. The name of the building under construction is and shall always remain as stated herein and the name of the Co-operative Society /Federation/Condominium of Apartment Holders formed and the PROJECT LAND hereditaments and premises together with the building/s and other structure constructed thereon shall bear the name as **“REAL DREAM HOMES”** or any other name as shall be decided by the Promoters/Developers. The Allottees/Purchasers/ Co-operative Society/Federation/Condominium of Apartment Holders as the case may be shall not change, alter or modify the said names without the prior written consent of the Promoters/Developers at any time. The Allottees/Purchasers shall keep the elevation of the said building/s or other structures in which the said unit is situated in the same position only as the Promoters/Developers shall construct and shall not at any time alter the position of the said elevation in any manner whatsoever without the consent in writing of the Promoters/Developers. If the Allottees/Purchasers or any other Allottees/Purchasers of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoters/Developers and in such places or in such manner as may be directed by the Promoters/Developers.
12. In the event of the ultimate body being formed and registered before the sale and disposal of all the units by the Promoters/Developers in the said building/s the power and authority of the society so formed or of the flat holders and the Allottees/Purchasers of the other units in the building shall be subject to the over-all authority and control of the Promoters/Developers in respect of any of the matters concerning the said building/s, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters/Developers shall have absolute authority and control as regards the unsold units and other premises and the disposal thereof. The Promoters/Developers shall be liable to pay only the Municipal Taxes, at actual, in respect of the unsold apartment/units/flats and other premises and the token sum of Rs. 11/- (Rupees Eleven Only) per month towards outgoings in respect of the unsold apartments/units/flats. In case the Deed of Conveyance is executed in favour of the Ultimate Body before the disposal by the Promoters/Developers of all the apartments/units/flats and other premises in the said building/s, then and in

such case the Promoters/Developers shall join in as the Promoter/Member in respect of such unsold premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Promoters/Developers, (the realizations shall belong to the Promoters/Developers alone) the Ultimate body shall admit as members, the Allottees/Purchasers of such premises without charging any premium or any other extra payment such as transfer fees, development charges etc.

13. On the Allottees/Purchasers committing three defaults in payment of any amount due and payable by the Allottees/Purchasers to the Promoters/Developers under this Agreement including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings and on the Allottees/Purchasers committing breach of any of the terms and conditions herein contained the Promoters/Developers shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination hereinabove contained shall not be exercised by the Promoters/Developers unless and until the Promoters/Developers shall have given to the Allottees/Purchasers fifteen days prior notice in writing by Registered Post AD at the address provided by the Allottees/Purchasers, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Allottees/Purchasers in remedying such breach or breaches within a reasonable time after the giving of such notice, Promoters/Developers will be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoters/Developers shall refund to the Allottees/Purchasers within a period of thirty days of termination after due deduction towards expenses made by the Promoters/Developers, the installments of sale price of the unit/s which may till then have been paid by the Allottees/Purchasers to the Promoters/Developers but the Promoters/Developers shall not be liable to pay to the Allottees/Purchasers any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoters/Developers, the Promoters/Developers shall be at liberty to dispose off and sell the unit/s to such person and at such price as the Promoters/Developers may in their absolute discretion think fit.

14. The Promoters/Developers shall give possession of the unit to the Allottees/Purchasers on or before **30th June, 2022**. If the Promoters/Developers fail to abide by the time schedule for completing the project and handing over the unit to the Allottees/Purchasers, the Promoters/Developers agree to pay to the Allottees/Purchasers, who does not intend to withdraw from the project, interest as specified by the rules made under the said

act, on all the amounts paid by the Allottees/Purchasers, for every month of delay, till the handing over of the possession. The Allottees/Purchasers agree/s to pay to the Promoters/Developers, interest as specified in the rules, on all the delayed payment which become due and payable by the Allottees/Purchasers to the Promoters/Developers under the terms of this Agreement from the date the said amount is payable by the Allottees/Purchasers to the Promoters/Developers. If the Promoters/Developers fail or neglect to give possession of the unit to the Allottees/Purchasers on account of reasons beyond their control and of their agents as per the provisions of the aforesaid Acts, by the aforesaid date or the date or dates prescribed in the said Act then the Promoters/Developers shall be liable on demand to refund to the Allottees/Purchasers the amount/s received by them in respect of the unit/s with simple interest at nine percent per annum from the date the Promoters/Developers received the sum till the day the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute, whether the stipulation specified in the Act have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoters/Developers to the Allottees/Purchasers they shall, subject to prior encumbrances if any, have a charge on the PROJECT LAND as well as the construction or building in which the unit/s are situated or were to be situated.

Provided that the Promoters/Developers shall be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of:

- a. Non-availability of steel, cement, other building material, water or electric supply.
- b. War, civil commotion or act of God.
- c. Any notice, order, rules, notification of the Government and/or other public or Competent Authority Changes in any Rules Regulations, by-laws of various statutory bodies and authorities from time to time then affecting the development and the said project.
- d. Delay in grant of any NOC/permission/license/connection installation of any services such as lifts, electricity and water connections and meters to the scheme/flat, road NOC or completion certificate from Appropriate Authority.
- e. Delay or default in payment of dues by the Allottee's/Purchaser's under these presents (without prejudice to the right of Promoters/Developers to terminate this agreement under clause mentioned hereinabove).
- f. Delay or default committed by the Allottee/Purchaser or other Allottees/Purchasers in making the timely payments of installments, without prejudice to the right of the Promoters/Developers to terminate the agreement.

- g. Any extra work required to be carried out in the said unit as per the requirement and at the cost of the Allottees/Purchasers.
- h. Restriction on usage of ground water or water supplied from outside by any Govt. / statutory body for construction in the event of water scarcity

The Promoters/Developers shall handover the possession of the amenities hereunder written to the Association of Allottees and/or the federation within one year from aforesaid possession date.

15. The Promoters/Developers, upon obtaining the occupancy certificate from the Competent Authority and the payment made by the Allottees/Purchasers as per the agreement shall offer in writing the possession of the unit, to the Allottees/Purchasers in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoters/Developers shall give possession of the unit to the Allottees/Purchasers. The Promoters/Developers agree and undertake to indemnify the Allottees/Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters/Developers. The Allottees/Purchasers agree/s to pay the maintenance charges as determined by the Promoters/Developers or association of Allottees/Purchasers, as the case may be. The Promoters/Developers on its behalf shall offer the possession to the Allottees/Purchasers in writing within 7 days of receiving the occupancy certificate of the Project.

The Allottees/Purchasers shall take possession of the unit within 15 days of the written notice from the Promoters/Developers to the Allottees/Purchasers intimating that the said unit is ready for use and occupancy.

Upon receiving a written intimation from the Promoters/Developers as stated above, the Allottees/Purchasers shall take possession of the unit from the Promoters/Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters/Developers shall give possession of the unit to the Allottees/Purchasers. In case the Allottees/Purchasers fail to take possession within the time provided then such Allottees/Purchasers shall continue to be liable to pay maintenance charges as applicable.

Provided that if within a period of five years from the date of handing over the unit to the Allottees/Purchasers, the Allottees/Purchasers bring to the notice of the Promoters/Developers any structural defect in the unit or the building in which the unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters/Developers at their own cost and in case it is not possible to rectify such defects, then the Allottees/Purchasers

shall be entitled to receive from the Promoters/Developers, compensation for such defect in the manner as provided under the Act.

Provided further that the word 'defect' herein means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters/Developers and shall not mean defect/s caused by normal wear and tear, negligent use of the unit by the occupants, vagaries of nature etc.

Provided further that it is also agreed that the Allottees/Purchasers shall not carry out any alterations of whatsoever nature in the said unit or any fittings therein. In particular, it is agreed that the Allottees/Purchasers shall not tamper with or make any alteration in any of the fittings, pipes, water supply connections or any of the erections in the bath room as this may result in seepage of water and/or affect the strength of the structure. If any of such works are carried out without the written consent of the Promoters/Developers, the Allottees/Purchasers shall not be entitled to the warrantee regarding the defect liability and the alleged defect liability of the Promoters/Developers shall automatically stand extinguished.

However, if the Allottees/Purchasers makes any changes/alterations or cause leakages or other structural damages during this period which effects the said unit or the other unit or units in the said building directly or indirectly the same shall be the responsibility of the Allottees/Purchasers and the Promoters/Developers shall not be then liable for such defect liability as contemplated in these presents and further the Allottees/Purchasers shall be liable to the other unit purchaser/s whose premises have been damaged due to such changes, alterations, leakages etc. together with cost, interest and damages.

In case of cracks appearing on internal/external walls due to the climatic variation, the Promoters/Developers shall not take any responsibility for the same. In case of leakage the Promoters/Developers shall not be asked for repainting or compensation for other damages like material, time, inconvenience etc.

The Promoters/Developers shall not be held responsible for any shade variation, colour variation, natural cracks, size variation in the use of marble, granite or any type of stone, or ceramic tiles, porcelano, granamite, other tiles etc. if any, than those shown in the sample flat and Allottees/Purchasers shall not take any objection for the same.

16. That the Allottees/Purchasers shall use the unit/s or any part thereof or permit the same to be used for permitted purpose only and he/she/they shall use the garage or parking space only for

purpose of keeping or parking the Allottees/Purchasers own vehicle.

17. The Allottees/Purchasers along with other Allottees/Purchasers of the unit/s in the building/s shall join in forming and registering the society or a Co-operative Society/Federation /Condominium of Apartment Holders to be known by such name as the Promoters/Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society/Limited Company/Condominium of Apartment Holders and for becoming a member, including the bye-laws of the proposed society and duly filled in, signed and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/Developers to the Allottees/Purchasers so as to enable the Promoters/Developers to register the said organization of the Allottees/Purchasers under relevant provisions of the said Act within the time limit prescribed by the rules. No objection shall be taken by the Allottees/Purchasers if any changes or modification are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
18. The Promoters/Developers shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters/Developers and/or Owners in the said structure of the building in which the said unit is situated.
19. Unless it is otherwise agreed by and between the parties hereto the Promoters/Developers shall, within three months from date of issue of occupancy certificate by the local authority cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoters/Developers and/or Owners in the project land by executing the necessary conveyance in respect of the project land in favour of such Federation/Apex body as the case may be.
20. Within 15 (fifteen) days after notice in writing is given by Promoters/Developers to the Allottees/Purchasers that the unit/s is/are ready for use and occupation, the Allottees/Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the unit/s) of outgoings in respect of the PROJECT LAND and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurances, common lights, repairs and salaries of clerks, bills, collectors, watchman, sweepers, waterpump and all other expenses necessary and incidental to the management and maintenance of the PROJECT LAND and building/s. Until the Society or Co-Op Housing

Society/ Federation /Condominium of Apartment Holders is formed and the PROJECT LAND and building/s transferred to it, the Allottees/Purchasers shall pay to the Promoters/Developers such proportionate share of outgoings as may be determined. The Allottees/Purchasers further agrees that till the Allottees/Purchasers share has not been determined, the Allottees/Purchasers shall pay to the Promoters/Developers provisional monthly contribution as stated hereunder towards the outgoing maintenance charges. The amount so paid by the Allottees/Purchasers to the Promoters/Developers shall not carry any interest and remain with the Promoters/Developers until a conveyance is executed in favour of the Society or Co-Op Housing Society/ Federation/ Condominium of Apartment Holders as aforesaid. On such conveyance being executed the aforesaid deposits, (less deductions provided for under this Agreement) shall be paid over by the Promoters/Developers to the Society or Co-Op Housing Society/Federation/Condominium of Apartment Holders as the case may be. The Allottees/Purchasers undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

The scope of Service within the ambit of the charges as to be recovered as aforesaid is as under:

- i. Security Charges, water charged (including tankers or pump electricity bill)
 - ii. Charges for cleaning common areas
 - iii. Landscaping & Gardening Expenses
 - iv. General Upkeep & Maintenance of common areas
 - v. Common electricity charges/Generator running and maintenance charges
 - vi. Security/Watch and ward
 - vii. Any other outgoings.
- a. The above arrangement/s will be applicable till the date of handing over the charge of the said building/s to the Ad-hoc Committee / Ultimate Body or 12 months from the date of possession /occupation whichever is earlier, and therefore any excess or deficit amount for the actual period as the case may be shall be payable or receivable by the Allottees/Purchasers on pro-rata basis and Allottees/Purchasers herein agree/s to and confirm/s to adhere to the same

- b. It is also agreed by the Allottees/Purchasers that he/she/they will, in addition to the consideration stipulated hereinabove, pay a fixed sum towards maintenance for the security / maintenance (i.e. in proportion to the floor area of the units). The Allottees/Purchasers agree to pay this amount to the Promoters/Developers before he/she/they take the possession of his/her/their unit agreed to be purchased. This security deposit shall be for maintenance and shall be utilized /appropriated towards (i) Security, Water Charges, water pumps (ii) Charges for cleaning common areas (iii) Landscaping & Gardening Expenses (iv) General Upkeep & Maintenance of common areas, lift maintenance, common electricity charges.
- c. The Promoters/Developers shall keep this amount by way of deposit and shall spend for maintenance from this deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoters/Developers. The Promoters/Developers/Condominium/ Society shall spend /use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Allottees/Purchasers agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoters/Developers/Ultimate Body. The balance remaining from the said security/ maintenance amount, if any, shall be transferred to the account of Ultimate Body to be formed by the Promoters/Developers. The service tax liability, if any applicable hereto, shall be to the account of the Allottees/Purchasers.
- d. As the Promoters/Developers will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections of the Unit of the Allottees/Purchasers, if there is any delay in obtaining separate water and MSEDCL supply connection from the concerned department, then in that case, the Promoters/Developers, may provide electrical connection/water supply through a sub-meter or any other temporary arrangement due to which or if there is improper supply of water the Promoters/Developers, shall not be held responsible for the same and the Allottees/Purchasers hereby consent for any temporary arrangements that may be made in the interim period. The Allottees/Purchasers shall pay the proportionate charges as demanded, determined and decided by the Promoters/Developers. The Promoters/Developers, shall be entitled to deduct any dues of such proportionate or entire charges payable by the Allottees/Purchasers for the above from the Society Deposit, Maintenance Deposit or MSEDCL Deposit Accounts for which the Allottees/Purchasers hereby give consent.
- e. That the Promoters/Developers, shall have necessary lien and first charge on the Apartment/Unit/Flat for all amounts that the Allottees/Purchasers is/are liable to pay to them under this

Agreement and the Promoters/Developers, shall be entitled to recover and receive the same from the Allottees/Purchasers and shall be entitled to withhold giving possession subject to the payment thereof and of the other liabilities relating to taxation or otherwise.

- f. The Promoters/Developers have not undertaken any responsibility nor have they agreed anything with the Allottees/Purchasers orally or otherwise and there is no implied agreement or covenant on the part of the Promoters and the Owner/s than the terms and conditions expressly provided under this Agreement.
 - g. The Promoters/Developers reserve their right:
 - i. To have the maintenance of the specified infrastructure and amenities to be provided by a separate Maintenance Company to prevent disruption and control costs;
 - ii. To provide services through a separate Services Company for uniform and continuous availability to the extent possible and to control costs;
 - iii. To appoint Property Maintenance Services or such other company or agencies to look after the maintenance management and servicing of any specified areas, amenities and services.
21. The Allottees/Purchasers shall on demand by the Promoters/Developers and before delivery of possession of the said unit keep deposited with the Promoters/Developers the following amounts :-
- a. Amount for proportionate share of taxes and other charges (as may be demanded by the local Authority)
 - b. Stamp duty, Registration charges, Service Tax, VAT, LBT, GST as applicable and payable at the time of execution of these presents and shall be exclusively borne by the Allottees/Purchasers.
 - c. Until separate meters are provided to the individual by MSEDCL and the said Unit shall be given if possible electric connection from the said Building common electric meter, in which case the Promoters/Developers reserve their rights to collect additional contribution from the Purchasers/ Owners towards the electricity charges.
22. At the time of registration, the Allottees/Purchasers shall pay to the Promoters/Developers the amount of stamp duty and registration charges payable and if any, by the said Society or Co-Operative Housing Society/Federation/Condominium of Apartment holders in the conveyance or any document or instrument of transfer in respect of the PROJECT LAND and the

building to be executed in favour of the Society or Co-Operative Housing Society/Federation/Condominium of Apartment Holders.

23. The Allottees/Purchasers hereby furnish their irrevocable consent to the Promoters/Developers or their nominees or assigns to erect communication towers, erect sign boards or display advertisements in or over the walls of the terrace, terraces, over lift machine room as well as in any portion of the PROJECT LAND by providing space for generator or other equipment's and permit the Promoters/Developers to receive the income that may be derived by erection of such towers or display of the said advertisements at any time hereafter. The Agreement with the Allottee/Purchaser and other Allottees/Purchasers of the units in the said building and other structures, shall be subject to the aforesaid rights of the Promoters/Developers or their nominees or assigns and the Allottees/Purchasers shall not raise any objection or claim any change in the price of the said unit/s agreed to be acquired by the Allottees/Purchasers or claim any compensation or damages on the ground of inconvenience or any other ground whatsoever. It is hereby further agreed that the Promoters/Developers shall be entitled either to nominate any other person to obtain the benefit or the rights given and/or reserved in favour of the Promoters/Developers under this clause or to assign the right and benefit hereby given to any other person. Such nominees or assigns shall be admitted as member of the Society/Co-operative Housing Society/Federation/Condominium of Apartment Holders in the same manner as the Promoters/Developers admit the Allottees/Purchasers of the unit/s as its members in pursuance of the provisions hereinafter contained. It is further expressly agreed by and between the parties that if the permitted Floor Space Index or density is not consumed in the buildings being put up and/or at any time further construction on the PROJECT LAND is allowed, the Promoters/Developers shall always have the right to put additional stories and/or consume the balance Floor Space Index in any manner the Promoters/Developers may deem fit either on the PROJECT LAND and/or any other land of the Promoters/Developers, subject, however to the necessary permission of the concerned local authorities in that behalf and the same allowed to be dealt with or disposed off in the manner they choose. The Allottees/Purchasers hereby confirm the same and thereby agree not to raise any objection and/or claim reduction in price and/or compensation and/or damages on any ground whatsoever. The Deed of Conveyance of the PROJECT LAND as hereinafter mentioned shall be made subject to the aforesaid reservation.
24. It is hereby agreed by and between the parties hereto as follows:-
 - a. The Allottees/Purchasers hereby furnish their irrevocable consent for the Promoters/Developers to transfer, assign,

dispose off and/or sell in any manner as they deem proper the said open spaces, terraces, areas over lift machine rooms, parapet walls and other specified and unspecified spaces to anybody on the terms and conditions mentioned in the preceding clause/s.

- b. The Promoters/Developers shall become member of the Society/Co-operative Housing Society/Federation/Condominium of Apartment Holders, if need be. If the Promoters/Developers transfer, assign and dispose off the said open spaces un allotted covered parking, terrace, parapet walls, or other specified or unspecified spaces at any time to anybody, the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s of the Society/Co-Operative Housing Society/Federation/Condominium of Apartment Holders. The other Allottees/Purchasers shall have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Society/Co-operative Housing Society/Federation/Condominium of Apartment Holders. The Allottees/Purchasers shall not have any objection in the event the Promoters/Developers amalgamate any adjacent land with the land more particularly described in the Schedule "A" and "B" hereunder written;
 - c. The Allottees/Purchasers shall never raise any objection in respect of any commercial development proposed to be carried out at the space abutting the road, shifting of open space/amenity space, development of remaining land not yet sanctioned by the concerned local authority, the sanction of which shall be done only after finalization of the proposed Development Plan of the concerned local authority.
25. The Promoters/Developers shall be at liberty to sell, assign, transfer or otherwise deal with their right, title or interest in the PROJECT LAND hereditaments and the premises and/or buildings to be constructed thereon, provided prior consent from two-third Allottees/Purchasers is obtained and it does not in any way effect or prejudice the rights of the Allottees/Purchasers in respect of the said unit/s under this Agreement.
26. Under no circumstances possession of the said Unit shall be given by the Promoters/Developers to the Allottees/Purchasers unless and until all payments required to be made by the Allottees/Purchasers under this Agreement shall have been made to the Promoters/Developers.
27. The Allottees/Purchasers himself/herself/themselves with intention to bring all persons into whosoever hands the unit/s may come doth hereby covenant with the Promoters/Developers as follows :-

- i. To maintain the unit/s at the Allottees/Purchaser's own cost in good tenantable repair and condition from the date of possession of the unit/s is taken and shall not do or suffered to be done anything in or to the building in which the unit is situated or staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the unit/s is situated and the unit/s itself or any part thereof.
- ii. Not to store in the unit/s any goods which are of hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the unit/s is/are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or are likely to damage the staircase, common passages or any other structures of the building in which the unit is situated, including entrance of the building in which the unit/s is/are situated and in case any damage is caused to the building in which the unit/s is/are situated or the unit/s on account of negligence or default of the Allottees/Purchasers in this behalf, the Allottees/Purchasers shall be liable for the consequences of the breach.
- iii. To carry out at his/her/their own cost all internal repairs to the said unit/s and maintain the unit/s in the same condition, state and order in which it was delivered by the Promoters/Developers to the Allottees/Purchasers and shall not do or suffer to be done anything to the building in which the unit is situated or the unit which may be against rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottees/Purchasers committing any act in contravention of the above provision, the Allottees/Purchasers shall be responsible and liable for the consequences thereof to the concerned local authority and/or other authority or authorities
- iv. Not to demolish or cause to be demolished the, unit/s or any part thereof, nor at anytime make or cause to be made any addition or alteration of whatever nature in or to the unit/s or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the unit/s is/are situated and shall keep the portion, sewers, drains, pipes in the unit/s and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other part of the building in which the unit/s is/are situated and shall not chisel or in any manner damage the columns,

beams, walls, slabs or R.C.C., pardis or other structural members in the unit/s without the prior written permission of the Promoters/Developers and/or the Society/ Co-Operative Housing Society/Federation/Condominium of Apartment Holders.

- v. Not to do or permit to be done any act, thing which may render void or avoidable any insurance of the PROJECT LAND and the building/s in which the unit/s is/are situated or any part thereof whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the said unit/s in the compound or any portion of the PROJECT LAND and the building in which the unit/s is/are situated.
- vii. Pay to the Promoters/Developers within 15 (fifteen) days of demand by the Promoters/Developers, their share of security deposit demanded by concerned local authority or government or for giving water, electricity or any other service connection to the building in which the unit/s is/are situated. Such deposits will lie with the Promoters/Developers interest free for the utilization of above purposes.
- viii. To bear and pay increase in local taxes, water charges, electricity, meter deposit and transformer charges, insurance and such other levies or betterment charges, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, either due to any change or amendment in the law or on account of change of user of the unit/s by the Allottees/Purchasers viz. user for any purposes other than for permitted purpose. Such amount until utilization shall lie as interest free deposits with the Promoters/Developers.
- ix. The Allottees/Purchasers shall observe and perform all the rules and regulations which the Society or Co-Operative Housing Society/Federation/Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be done from time to time for protection and maintenance of the said building/s and the unit/s therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies.
- x. The Allottees/Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society or Co-Operative Housing Society/Federation/condominium of Apartment Holders regarding the occupation and use of the

unit/s in the building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- xi. Till the conveyance of building/s in which the unit/s are situated and the said property/project land is executed, the Allottees/Purchasers shall permit the Promoters/Developers and their surveyors and agents, with or without workmen and others at all reasonable times to enter into and upon the PROJECT LAND, building or any part thereof to view and examine the state and conditions thereof.
- xii. The Allottees/Purchasers also agree and affirm to the Promoters/Developers that in the event of any claim or demand being made or raised as regards the applicability or liability to pay any Service Tax, VAT, LBT, GST or related levy, cess or charge, ancillary or related thereto pertaining to this contract or any other related Agreement between the Promoters/Developers and the Allottees/Purchasers then the burden of such levy, cess or charge shall be solely and exclusively upon the Allottees/Purchasers and who shall forthwith pay and tender the same immediately on demand by any such authority and/or by the Promoters/Developers without delay and demur and the Allottees/Purchasers shall further keep the Owners/Promoters indemnified and harmless against any loss or damage suffered or incurred by the Promoters/Developers as a result of non-compliance of the Allottees/Purchasers hereof. If such Service Tax or related levy, cess or charge is not paid within prescribed period as demanded by the Authorities and/or Promoters/Developers, the Allottees/Purchasers shall further keep the Promoters/Developers indemnified and harmless against payment of interest as per the Act and Penalty thereupon. This indemnity shall subsist in favour of the PROMOTER even after the formation of the Co-Operative Housing Society and/or Association of Apartment.
- xiii. The Allottees/Purchasers shall not let, sub-let, transfer, assign or part with the possession of the said Unit until all the dues payable by the Allottees/Purchasers to the Promoters/Developers are fully paid and subject to condition that the Allottees/Purchasers is/are not guilty of breach of any terms or is/are not guilty for non-observance of any of the terms and conditions of this Agreement and until the Allottees/Purchasers has/have obtained prior consent in writing of the Promoters/Developers.
- xiv. If at any time, after execution of this agreement the Central Government/State Government/Local authority/Revenue Authority/any other authority/any court/Judicial authority

/quasi judicial Authority by way of any Statute/rule/regulation/notification/order/judgment/executive power etc. levy any tax/duty/charges/premium/cess/surcharge/demands/levy/welfare or any fund/betterment tax/sales tax/transfer tax/turnover tax/works contract tax/ service tax, VAT, LBT, GST penalties etc. and put in force or shall be in force prospectively retrospectively, in respect of the said unit or the construction of the said project or the said agreement or other documents registered, the same shall exclusively be borne and paid by the Allottees/Purchasers (and if the same is paid by the Promoters/Developers shall be reimbursed by the Allottees/Purchasers to the Promoters/Developers). The Allottees/Purchasers hereby indemnify the Promoters/Developers from all such levies, cost and consequences.

- xv. The parties hereto understand that there is some obscurity relating to the payment of the Service Tax and/or Value Added Tax (VAT) and/or Local Body Tax (LBT)/GST relating to the contract under this agreement. It is, however agreed that the liability and responsibility to pay the Service Tax/VAT/LBT/GST along with the applicable charges etc. or any other tax, relating to the transaction under this agreement, shall be solely borne by the Allottees/Purchasers. The Promoters/Developers shall not be liable and/ or responsible for payment thereof. In the event, however if the Promoters/Developers are required to pay any such amount the Allottees/Purchasers shall be liable to reimburse the Promoters/Developers for the same together with penalty/interest, if any, from the date of its respective payment by the Promoters/Developers. It is agreed that the Promoters/Developers shall have the right to claim such amounts along with other claims of compensation/ losses/burden/undergone/undertaken by them. It is further agreed that the Promoters/Developers shall have lien and charge on the said unit for such amount payable by the Allottees/Purchasers to the Promoters/Developers in respect of such Service Tax/VAT/GST and/or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to the transaction under this agreement. Without prejudice to the above the parties hereto however record that it is their mutual opinion that since it is only after the completion of the entire construction the full payment of agreed sum that the final deed of transfer is executed, only then the ownership of the said units in the said building including the said unit is transferred to the Allottees/Purchasers. Therefore the construction of the complex till the execution of such Sale Deed/Final Deed of Transfer would be in the nature of self service to the Promoters/Developers and consequently not attract service tax.

28. The sale of the said unit shall be subject to all the following conditions: (each/either applicable in the context of the specific sale) applicable upon and binding the Allottees/Purchasers herein jointly and severally along with all the other Unit Allottees/Purchasers in the complex viz.
- i. The access to the individual units/flats shall be as per the sanctioned plan and/or revised plan from time to time.
 - ii. Air - Conditioners shall be fixed in the space provided by the Architect of the Promoters/Developers and location of the air-conditioners shall be restricted to the above-mentioned space only.
 - iii. There shall be no canopy or name-board projections in the front of or ahead of any structure or on any part of the said building.
 - iv. The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.
 - v. The size of the board and lighting arrangements for residential units shall be restricted as per the floor-wise location, size and area of the tenements as prescribed by the Promoters/Developers.
 - vi. No neon sign boards or electronic board/s will be permitted to be displayed in any place in the compound or in any of the open space or on the top of any building/s, as all such open spaces.
 - vii. Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Allottees/Purchasers shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoters/Developers.
 - viii. The construction of chimneys, hanging telephone and telex wires, electric connections, fax, tele printer, computer devices which require external wiring cables, lines, dish antennas will not be permitted to be installed except in the form prescribed by the Promoters/Developers in writing.
 - ix. The installation of any grills or any doors shall only be as per the form prescribed by the Promoters/Developers Architect in writing.
 - x. The premises shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind

would be permitted therein and he/she/they shall use the provisionally allocated open/covered parking space (which is subject to ratification by the ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the Allottee's/Purchaser's own vehicle.

- xi. The provisionally allocated open/covered car/parking area (which is subject to ratification by the ultimate body as aforesaid) and/or terrace/s and/or garden shall not be covered/enclosed under any circumstances.
 - xii. No clothes shall be hung out for drying by the Allottees/Purchasers except within the Service Terrace.
 - xii. The Promoters/Developers shall, in respect of any amount remaining unpaid by the Allottees/Purchasers under the terms and conditions of this agreement have first lien and charge on the said unit agreed to be purchased by the Alottees/Purchasers.
 - xiv. The Allottees/Purchasers shall not join two adjacent units and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said unit.
 - xv. The Allottees/Purchasers also agree not to make any demand to change the existing plans. The Allottees/Purchasers shall not demand any changes in the plan of the premises annexed herewith. The Promoters/Developers shall not refund any amount for deleting items of specifications and amenities on request of the Allottees/Purchasers.
 - xvi. The phase wise development of the said project has been made for the convenience of the Promoters/Developers and Allottees/Purchasers. No separate fencing and gate will be allowed for separating any particular phase for whatsoever reason. All Allottees/Purchasers in all phases shall have free access to all phase's i.e. entire project.
29. The Promoters/Developers shall maintain a separate account in respect of sums received by the Promoters/Developers from the Allottees/Purchasers as advance or deposits in respect of any sums received on account of the share capital for the promotion of the Co-operative Society or Condominium of Apartment Holders or federation and shall utilize the amounts only for the purposes for which it may have been received.
30. This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said

property/project land have or are being allotted subject to the mutual rights of such Allottees/Purchasers with regard to his/her/their open space/attached or top terrace/garden and/or provisionally allocated open/covered car/two wheeler parking space as aforesaid (which is subject to ratification by the Ultimate body) and that the user of each of such unit/s and the rights in relation thereto of each Allottee/Purchaser shall be subject to all the rights of the other Allottees/Purchasers in relation to his/her/their unit/s. None of the Allottees/Purchasers of the said remaining unit shall have any right whatsoever to and shall not use and/ or occupy the open space/terrace/garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Ultimate body), acquired by any Allottees/Purchasers including the Allottees/Purchasers concerned, as aforesaid nor should he/she/they do or cause to be done anything where by such Allottee/Purchaser including the Allottees/Purchasers, if concerned, is/are prevented from using and occupying the said terrace/garden/car parking space (which is subject to ratification by the Ultimate body) as aforesaid or the rights of such Allottee/Purchaser including the Allottee/Purchaser, if concerned, to the same are in any manner affected or prejudiced, correspondingly, the Allottees/Purchasers covenants that he/she/they shall exercise their rights consistently with the rights of the other Allottees/Purchasers and shall not do anything whereby the Allottees/Purchasers of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/terrace/garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Ultimate body) or whereby the rights of the other Allottees/Purchasers with regard to his/her/their unit/s including the open space/terrace/garden and/or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Ultimate body) as aforesaid are in any manner affected or prejudiced.

31. The Allottees/Purchasers hereby authorize and allow the Promoters/Developers for changing the position of Road, Main Gate /Open space, Parking spaces other common amenities, Staircases, Lobbies, Underground/over ground Water Tanks, Transformers, Generators, Garbage Bins, Septic Tank, Sewage Lines, Water Line etc., as per the local authority requirements. The Allottees/Purchasers will not take any objection for the same.
32. The Allottee/Purchaser agrees that in order to avoid inter-se disputes between the unit holders in the scheme/complex the Open/covered Car parking in the scheme/complex can be allotted (which is subject to ratification by the ultimate body as aforesaid) by the Promoters/Developers in building on stilt or in open areas in the project along side building, roads, gardens, compound wall, side margins etc.
33. The Allottees/Purchasers covenant/s and undertake/s that in the event he/she/they has/have acquired right and interest in

open space/terrace/garden they shall be duty bound and under obligation to permit the Promoters/Developers and/or the authorized representative of the Ultimate Body formed to, without let or hindrance, allow right of ingress or egress for laying and repairing and/or servicing the common service connection and other paraphernalia situated within such open space/garden/terrace.

34. It is hereby agreed by and between the parties hereto as follows:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said unsold units or of the project land and Building or any part thereof. And all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoters/Developers until the said property and building is transferred to the society/limited company as herein before mentioned which shall be done only after completion and sale of the entire project and thereafter to the society.

The said terrace, garden, open space shall not be closed or covered by the Allottees/Purchasers unless the permissions in writing is obtained from the concerned local authority and the Promoters/Developers or the Co-operative Society/Federation/Ultimate Body.

35. Notwithstanding anything contained anywhere in these presents:-

- a. The Promoters/Developers shall have and has retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the Project Land, so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 by adding to the floors of the building/s and/or by putting up separate/independent building/s as the case may be.
- b. The Promoters/Developers shall have and have retained all rights to amalgamate with the Project land any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area Property, so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate/independent building/s as the case may be.
- c. The Allottees/Purchasers hereby, grant his/her/their consent for change/modification/alteration of building/s

plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced or in case the same is felt required by the Promoters/Developers, including for using, utilizing and consuming the FAR/FSI by way of TDR, without prejudicing the construction of the said Unit as agreed to be purchased by the Allottees/Purchasers.

- d. For the afore stated purposes, the Allottees/Purchasers hereby empower the Promoters/Developers, to make necessary representations for and on behalf of the Allottees/Purchasers before the concerned authorities, including the authorities of the concerned local authority, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s, additional or otherwise, without prejudicially affecting the said unit being purchased by the Allottees/Purchasers.
- e. As per the Development Control Regulations made applicable to the area within the limits of PMRDA, under Maharashtra Regional and Town Planning Act, 1966, the FAR/FSI available in respect of the Project land is on the net plot area. In addition thereto the Promoters have availed paid FSI to the extent of times of the present FSI.
- f. Subject to the right to revise and of revision of layout and/or the plans for construction of the building on the said Property/Project land by the Promoters/Developers, as hereinbefore agreed, no part of the said FSI/FAR has been utilized by the Promoters/Developers anywhere else.
- g. The Promoters/Developers shall construct the said building/s consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Allottees/Purchasers with only such variations and modifications as the Promoters/Developers may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them and the Allottees/Purchasers has/have no objection to such alterations and modifications as the Promoters/Developers, in their sole discretion think fit and necessary or may be required by the concerned local authority/ Government to be made in them.
- h. The Allottees/Purchasers hereby agree and give his/her/their irrevocable consent to the Promoters/Developers herein to carry out such, alterations, modifications in the sanctioned layout building, plans/as the Promoters/Developers in their sole discretion think fit and proper and/or such modifications and alterations

which are necessary in pursuance of any law, rules, regulations, order or request made by the local authority, planning authority, competent authority or Government or any officer of any local authority of Government provided that the Promoters/Developers shall have to inform in writing to the Allottees/Purchasers if such alterations and modifications adversely affect the said unit of the Allottees/Purchasers.

- i. Relying on the Allottees/Purchasers representations and the assurances, the Promoters/Developers herein have agreed to sell and the Allottees/Purchasers herein has/have agreed to purchase the said unit.
36. Before the sale and disposal by the Promoters/Developers of all the unit/s in the said building, the rights, power and authority of the Co-operative Society/ Federation/ Condominium of Apartment Holders of the Allottee/Purchaser and other Allottees/Purchasers of other units shall be subject to overall authority and control of the Promoters/Developers or any of the matters concerning the said building/s for amenities appertaining thereto and particularly the Promoters/Developers shall have absolute authority and control as regards the unsold flats, shops, offices, parking spaces and all other residential or non-residential premises.
37. It is hereby agreed that prior to the execution of the Deed of Conveyance in favour of the Ultimate body, formed by the Promoters/Developers at their discretion, the Allottees/Purchasers shall not, without the prior written consent of the Promoters/Developers, transfer, sale, let, or sub-let, give on leave and license the said Unit or alienate the same in any manner whatsoever.
38. The Promoters/Developers shall be at absolute liberty to buy, purchase, acquire for development any property adjacent to the PROJECT LAND more particularly described in the Schedule "A" and "B" hereunder written. The Promoters/Developers shall be further entitled to amalgamate the PROJECT LAND more particularly described in the Schedule "A" and "B" hereunder written with any such other adjacent and/or adjoining property. In such event the Promoters/Developers shall be entitled to construct Ownership flat schemes, Quadra let, Row-houses, Twin Bungalows, Shops, Offices, Club Houses, Recreational Spaces, Swimming Pools, etc. The Promoters/Developers shall be at absolute liberty to join the Allottees/Purchasers of such units with the members of the proposed Society or Co-Op Housing Society/Association of Apartment Holders/ Federation to be formed in respect of the said unit to be constructed at the PROJECT LAND more particularly described in the Schedule "A" and "B" hereunder written and the common areas and facilities of either properties shall be used by all the residents, in common.

39. The Allottees/Purchasers shall not be entitled to demand partition of his/her/their interest in the PROJECT LAND and the building or buildings to be constructed thereon as the same is impartible and it is agreed that the Promoters/Developers shall not be liable to execute any deed or any other document in respect of the said unit in favour of the Allottees/Purchasers. All notices, letters and communications to be served on the Allottees/Purchasers as contemplated by this Agreement shall be deemed to have been served or sent to the Allottees/Purchasers by prepaid post, courier or by e-mail at his/her/their following address viz.

Postal Address : MR.
.....

E-mail ID : _____

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

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

40. Any delay tolerated or indulgence shown by the Promoters/Developers in enforcing the terms of this agreement or any forbearance or giving of time to the Allottees/Purchasers by the Promoters/Developers shall not be construed as a waiver on the part of the Promoters/Developers of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottees/Purchasers nor shall the same be in any manner prejudice the rights of the Promoters/Developers.
41. **BINDING EFFECT:-** Forwarding this Agreement to the Allottees/Purchasers by the Promoters/Developers does not create a binding obligation on the part of the Promoters/Developers or the Allottees/Purchasers until, firstly, the Allottees/Purchasers sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee/Purchaser and secondly, appears for registration of the same before the concerned Sub - Registrar as and when intimated by the Promoters/Developers. If the Allottees/Purchaser fails to execute and deliver to the Promoters/Developers this Agreement within 30 (thirty) days from the date of

its receipt by the Allottee/Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters/Developers, then the Promoters/Developers shall serve a notice to the Allottees/Purchasers for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottees/Purchasers, application of the Allottees/Purchasers shall be treated as cancelled and all sums deposited by the Allottees/Purchasers in connection therewith including the booking amount shall be returned to the Allottees/Purchasers without any interest or compensation whatsoever.

The Allottees/Purchasers shall present at his/her/their own cost this agreement as well as the conveyance at the proper Registration office for registration within the limits prescribed by the Registration Act and forthwith inform the Promoters/Developers the serial number under which the same is lodged and Promoters/Developers will attend such office and admit execution thereof.

42. It is also understood and agreed by and between the parties hereto that the terrace space in front of, on top of or adjacent to the terrace unit/s in the said building/s, if any, shall belong exclusively to the respective Allottees/Purchasers of the terrace unit/s if the same is sold exclusively to the Allottees/Purchasers and such terrace spaces are intended for the exclusive use of the respective terrace Allottees/Purchasers.
43. **PROMOTERS/DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE:-** After the Promoters/Developers execute this Agreement they shall not mortgage or create a charge on the said Unit 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 Allottees/Purchasers who has/have taken or agreed to take such Unit.
44. It is also agreed and understood and made clear between the parties that the:-
- i. Unit/s on the ground floor having in its front an open area,
- OR
- ii. Units on the top floor having attached terraces above it

if the same have been sold to any Allottee/Purchaser, the same shall be for the exclusive use by the Allottees/Purchasers of ground floor unit/s /top terrace for the Allottees/Purchasers of the top floor units, who shall keep and maintain the said open space or terrace and keep it open and un-built forever, subject, however, the Owner and/or the society or limited company

and the local authorities giving prior written permission for construction thereupon.

45. The Allottee/Purchaser covenants and undertakes that in the event he/she/they have acquired right and interest in open space/terrace/garden they shall be duty bound and under obligation to permit the Promoters/Developers and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/terrace.
46. The Allottees/Purchasers hereby irrevocably consent and authorize the Promoters/Developers to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned Local/Municipal Authorities and decisions taken by the Promoters/Developers in this regard shall be binding on the Allottees/Purchasers. The Promoters/Developers may till the execution of the Final Deed of Conveyance represent the Allottees/Purchasers and his/her/their interest and give consent, NOC's and do all the necessary things in all departments of Municipal Council/Corporation, Grampanchayat, Collector, Road, Water, Building Tax Assessment departments, Government and Semi-Government, MSEDCL, U.L.C. officials, etc. on behalf of the Allottees/Purchasers and whatever acts so done by the Promoters/Developers on behalf of the Allottees/Purchasers shall stand ratified and confirmed by the Allottees/Purchasers.
47. The Allottees/Purchasers is/are also aware that the Promoters/Developers have not consumed the full F.S.I. and the revised plans shall be submitted as per their requirement and then be entitled to change the entire plans and layout. The Promoters/Developers may also increase the number of units, buildings and floors in the building/s in which the Allottees/Purchasers has/have booked his/her/their unit/s or any other building/s as per the requirement of the Promoters/Developers.
48. The Promoters/Developers alone shall be entitled to claim and receive compensation for any portion of the land and building/s that may be notified for setback/reservation and claim the F.S.I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society or Co-Op Housing Society/Federation/Condominium of Apartment Holders.
49. This agreement shall always be subject to the provisions of Maharashtra Flat Ownership Act and/or The Real Estate (Regulation and Development) Act, 2016 and the rules made hereunder.

50. This Agreement together with other writings, if any, signed by the parties expressly stated to be supplementary hereto and together with any instruments, if any, to be executed and delivered pursuant to this Agreement constitutes the entire Agreement between the parties and supersedes all prior understanding and writings and may be changed only by a writing signed by the parties hereto.
51. This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit, as the case may be.
52. This Agreement may only be amended through written consent of the Parties.
53. All the expenses for the execution and registration of these presents, viz., stamp duty, registration fees, out of pocket expenses and other incidental charges are incurred and paid by the Allottees/Purchasers and the Allottees/Purchasers shall be under obligation to pay the stamp duty, registration fees, out of pocket expenses, service tax, vat, lbt, gst and other incidental charges, as shall be required to be paid in respect of the Deed of the Conveyance, as shall be executed in favour of the proposed Co-operative Housing Society or Association of Apartment Holders.
54. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees/Purchasers of the Apartment/Unit/Flat, in case of a transfer, as the said obligations go along with the Apartment/Unit/Flat for all intents and purposes.
55. **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.
56. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**:-Wherever in this Agreement it is stipulated that the Allottee/Purchaser

has/have to make any payment, in common with other Allottees/Purchasers in the Project, the same shall be in proportion to the carpet area of the Apartment/Unit/Flat to the total carpet area of all the Apartments/Units/Flats in the Project.

57. **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.
58. **PLACE OF EXECUTION:-**The execution of this Agreement shall be complete only upon its execution by the Promoters/Developers through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoters/Developers and the Allottees/Purchasers, after the Agreement is duly executed by the Allottees/Purchasers and the Promoters/Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar.
59. **DISPUTE RESOLUTION:-** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Maharashtra Real Estate Regularity Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under.
60. **GOVERNING LAW:-**That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement
61. The said Unit is situate in the area known as 'Varale', Taluka Maval, District Pune. The market value of the said Unit computes at **Rs./-** @ **Rs./-** per sq. mtrs. as per Govt. valuation list. However, the Allottees/Purchasers have agreed to pay total price or consideration of **Rs...../-** which is higher than the market value. The Allottees/Purchasers, therefore, have paid stamp of **Rs...../-**, as per Article 25 of Maharashtra Stamp Act, 1958. The Allottees/Purchasers have incurred and borne and shall incur and bear all necessary expenses, viz., stamp duty, registration fees and out of pocket expenses etc.

Location : The said Unit/Flat shall be constructed in the area called as Varale., Taluka Maval, District Pune, which as per the ready reckoner falls within Vibhag No. **27.2**.

SCHEDULE “A” ABOVE REFERRED TO:

All that piece and parcel of land admeasuring 00 Hectare 65.48 Ares i.e., 6548 Sq. Mtrs., forming part of land totally admeasuring 00 Hectare 86 Ares, bearing Survey No.72, Hissa No.1B/1, having revenue assessment 00 rupees 50 paisa, lying and situated at Village Varale, Taluka Maval, District Pune, within the local limits of Panchayat Samiti Maval, Zhilla Parishad Pune, Grampanchayat Varale and bounded as under:-

- On or towards East : By Ambi-Talegaon Road and S.No.77.
- On or towards South : By Survey No.72, Hissa No.1B/2.
- On or towards West : By remaining land out of Survey No.72/1B/1.
- On or towards North : By Survey No.72, Hissa No.1/1A.

Aforesaid land along with right to way, light, water and all easementary rights attached thereto.

SCHEDULE “B” ABOVE REFERRED TO:

All that piece and parcel of land admeasuring 00 Hectare 87 Ares, i.e., 8700 Sq. Mtrs., bearing Survey No.72, Hissa No.1B/2, having revenue assessment 00 rupees 50 paisa, lying and situated at Village Varale, Taluka Maval, District Pune, within the local limits of Panchayat Samiti Maval, Zhilla Parishad Pune, Grampanchayat Varale and bounded as under:-

- On or towards East : By Ambi- Talegaon Road and S.No.77.
- On or towards South : By Survey No.72/2.
- On or towards West : By Indrayani River.
- On or towards North : By Survey No.72, Hissa No.1B/1.

Aforesaid land along with right to way, light, water and all easementary rights attached thereto.

That out of Schedule “A” and “B” land totally admeasuring 15248 Sq. Mtrs., land admeasuring 1899.50 Sq. Mtrs., is under road and land admeasuring 798.50 Sq. Mtrs., is under green belt.

SCHEDULE “C” OF THE UNIT ABOVE REFERRED TO:

Apartment/Unit/Flat bearing No., on Floor of “REAL DREAM HOMES A-WING” in project known as 'REAL DREAM HOMES' being constructed on land more particularly described in Schedule “A” and “B” hereinabove written and the said flat is admeasuring Sq. Mtrs., of carpet area, enclosed balcony admeasuring Sq. Mtrs., of carpet area, cupboard area admeasuring Sq. Mtrs., of carpet area and sit out/terrace admeasuring Sq. Mtrs., of carpet area attached to the said Apartment/Unit/Flat and provisional allotment of one single covered parking space No. ... for a single car park in the stilt of the building “.....” and that such allotment shall be subject to ratification by the ultimate body i.e. a cooperative housing society or association of apartment or federation

SCHEDULE III OF THE COMMON/LIMITED AREAS ABOVE REFERRED TO:

1. Passages & Stair Cases.
2. Lifts.
3. Top floor terrace.
4. Open spaces.

IN WITNESS WHEREOF, the parties have set and subscribed their respective and seal on the date hereinabove written;

SIGNED, SEALED AND DELIVERED by the Within named PROMOTERS /DEVELOPERS M/S. REAL BUILDCON BUILDERS AND DEVELOPERS By and through its Partner MR. NIVRUTTI NAMDEO PANMAND		

SIGNED, SEALED AND DELIVERED by the Withinnamed PURCHASERS MR.		
SIGNED, SEALED AND DELIVERED by the Withinnamed OWNERS/CONSENTING PARTY [1]. Shri. Jagannath Dhondiba Dabhade, [2]. Shri. Mohan Jagannath Dabhade, [3]. Shri. Popat Jagannath Dabhade, [4]. Smt. Asha Suresh Gavade, [5]. Smt. Maya Bhagwan Tapkir, [6]. Smt. Shobha Govind Kalokhe, [7]. Sau. Sangeeta Raju Sorte, [8]. Sau. Mangal Balkrishna Yewale, [9]. Shri. Govind Dhondiba Dabhade, [10]. Shri. Bhagwan Govind Dabhade,[11]. Sau. Manjusha Sanjay Wayal, [12]. Sau. Aruna Vishwas Kawade, [13]. Sau. Vandana Nilesh Sanas, [14]. Sau. Manda Pandurang Shinde, [15]. Sau. Anupama Prakash Talekar, [16]. Shri. Chandrakant Dhondiba Dabhade, [17]. Sau. Shamal Chandrakant Dabhade, [18]. Shri. Sudesh Chandrakant Dabhade, [19]. Sau. Swati Satyawan Gogawale, [20]. Sau. Seema Dilip Botre, [21]. Sau. Trupti Shahji Jadhav, [22]. Smt. Laxmibai Bajirao Dabhade, [23] Shri. Kishan Bajirao Dabhade, [24]. Shri. Kunal Kisan Dabhade, [25]. Shri. Kushal Kisan Dabade, [26]. Shri. Ram Bajirao Dabhade, [27]. Shri. Rohit Ram Dabhade, [28]. Shri. Vicky Ram Dabhade, [29]. Sau. Alka Gajanan Lande, [30]. Sau. Lata Vishwanath Gawade, [31]. Mr. Bipin Mangaldas Chandan, [32]. Mr. Jayesh Ratanshi Chandan, [33]. Mr. Jagdish Ratanshi Chandan, [34]. Mr. Dharmendra Muljibhai Daiya, [35]. Mrs. Manorama Dharmendra Daiya, [36]. Mr. Ravilal Keshara Patel, [37]. Mr. Kishor Ravilal Patel, [38]. Mr. Rajesh Ravilal Patel, [39]. Smt. Ranjanben Manharlal Shah, [40]. Mr. Mayur Manharlal Shah, [41]. Mrs. Bhanumati Shashikant Chandan all through their constituted power of		

attorney holder MR. DEVJI MANSINGH NAIK and/or MR. RAMESH MALLAIAH AKULA		

In the presence of (WITNESSES):

Signature :

Signature :

Name :

Name :

Address :

Address :

TITLE CERTIFICATE

This is to certify that M/S. REAL BUILDCON BUILDERS AND DEVELOPERS, A Partnership Firm viz., the Promoters/Developers, are entitled to develop all that piece and parcel of ground or land admeasuring 00 Hectare 65.48 Ares i.e., 6548 Sq. Mtrs., forming part of land totally admeasuring 00 Hectare 86 Ares, bearing Survey No.72, Hissa No.1B/1 and land admeasuring 00 Hectare 87 Ares, i.e., 8700 Sq. Mtrs., bearing Survey No.72, Hissa No.1B/2, lying and situate at Village Varale, Taluka Maval, District Pune within the Registration Sub-District of the Sub-Registrar of Maval and that the title of the said land is free from encumbrances and the same is good and marketable.

Pune

Dated : 01/11/2018

(R. G. PARTHE)

Advocate

AMENITIES

Gym Area

Multipurpose hall

Swimming pool

Lift of standard brand with power backup

Landscaped garden

Open Amphitheater

Badminton court

Jogging track

Children's play area

Fire fighting system

Rain water harwasting

Recycling of waste water

Entrance Gate

SPECIFICATIONS

RCC Earthquake resistant structure

2' X 2' Vitrified flooring

Glazed tile dado up to beam bottom above kitchen platform

Steel Grey Marble top kitchen platform with S.S. sink

Steel Grey Marble to window sill

Concealed plumbing and electrification

Good quality electrical fittings

Aluminum powder coated windows with mosquito net

Aluminum louvered window in toilet

External decorative panel door

Anti-skid ceramic tile flooring for bathroom

Designer series ceramic tiles upto 7' dado in bathroom

Good quality sanitary ware, plumbing fittings & fixtures

Semi acrylic paint externally & oil bond distemper internally

Europa or equivalent latch for main door