

DRAFT AGREEMENT

THESE ARTICLES OF AGREEMENT MADE AND EXECUTED ON THIS ____ DAY OF _____, IN THE YEAR _____ AT PUNE.

BETWEEN

BHANSALI REALTORS; a proprietary concern owned by and belonging to **SUJAY SHIRISH BHANSALI** (PAN: AHVPB8480B) (Aadhaar: 382813736513) aged about 36 years, occ: business, of "Bhansali House", CTS 1187/61, J M Road, Shivaji Nagar, Pune 411005 ...hereinafter referred to as the **"OWNER/PROMOTER/DEVELOPER"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include his heirs, successors, survivors, executors, administrators and/or assigns etc)

.....PARTY OF THE FIRST PART.

AND

Full name (capital)		
Aged/ Occ		
PAN/ Aadhaar		
Residing at		
Mobile/Email id		
Full name (capital)		
Aged/ Occ		
PAN/ Aadhaar		
Residing at		
Mobile/Email id		

hereinafter referred to as the "**PURCHASER / ALLOTTEE**" (which expression hereinafter shall be deemed to mean and include the singular and the plural thereof (male / female) and unless it be repugnant to the context or meaning thereof shall mean and include his/ her/ their respective legal heirs, executors, administrators and assigns; in case of a Partnership Firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner and in case of a Company its successors and permitted assigns etc.)

..... PARTY OF THE SECOND PART

The Developer and the Purchaser/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

AND WHEREAS the Promoter is the Owner of all that piece and parcel of rectangular land or ground admeasuring 579.33 sq. mtrs., Plot No A (after KJP order renumbered Survey No 154A/2/1 Plot A admeasuring 579.00 SqMts) carved out of the land bearing Survey No 154 A/2 totally admeasuring 62 Aar of village Baner, Taluka Haveli, and within the limits of the Municipal Corporation of Pune and falling in the "Residential" Zone under the Development Plan for the City of Pune currently in force, which are more particularly described in the **Schedule I**, written hereunder (hereinafter wherever the context permits so, called and referred to as the "**said property/said land**" for sake of brevity and convenience) is owned by the Owner/Promoter/Developer herein.

AND WHEREAS the Promoter/Owner/Developer has purchased the said property from its erstwhile owner – Shree

Bal Properties & Finance Pvt Ltd vide Sale Deed executed on 30.12.2020 and registered at the office of the Sub Registrar, Haveli No 14, Pune at Serial No 793/2021 on 13.01.2021.

AND WHEREAS by virtue of the above referred Sale Deed the Promoter/Owner/Developer herein are the sole owners and have absolute and exclusive power, authority and right to develop the said property.

AND WHEREAS the Non Agricultural use of the said property has been granted by the Office of the Tahsildar, Pune vide Order bearing No Tehsil/PMC/NOC/Sr/134/2016 dated 27.10.2016 under section 44 and 42A of the Maharashtra Land Revenue Code, 1966 and subsequently Sanad was issued bearing No Haveli/Sanad/SR/134/2016 dated 07.11.2016 under the Maharashtra Land Revenue (Conversion of use of Land and Non-Agriculture Assessment) Rules, 1969.

ANDWHEREAS the Owner / Developer have proposed to construct on the said property new multistoried building/s of Lower Ground Floor + Upper Ground Floor + Mezzanine + 6 floors in phases (hereinafter referred to as "**the said building/s**") consisting of commercial tenements under the name and style "**HAUTE CAPITAL**" in accordance with the plans sanctioned / revised by the concerned competent authorities / Municipal Corporation from time to time;

AND WHEREAS vide its Commencement Certificate No. CC/3551/2021 dated 20/01/2022 the Municipal Corporation of Pune has sanctioned the Building Layout and Building Plans

in respect of the construction to be carried out by the Promoter on the said property;

AND WHEREAS under the said Building Plans sanctioned by the Municipal Corporation of Pune vide its Commencement Certificate No. CC/3351/2021 dated 20/01/2022 and the following Buildings/ Floors containing Commercial Units have been sanctioned by the Municipal Corporation of Pune, by consuming the FAR (FSI) arising from the said property;

Total Nos of Floors proposed	Aggregate Nos of Commercial units/apartment proposed		Nos of Floors Sanctioned	Nos of Units Sanctioned	
	Shop	Store		Shop	Store
Lower Ground +Upper Ground+ Mezzanine + 6floors	2	12	Lower Ground +Upper Ground+ Mezzanine + 4 floors	2	8

AND WHEREAS the Promoter proposes to procure / make available additional FAR by way of purchase of "Transferable Development Rights", "Paid FSI", or "Road FSI" or FSI available as incentive FSI by implementing various Schemes as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to the existing Development Control Regulations, which are applicable to the said Project and to consume such additional FAR (FSI) by constructing sanctioned and additional floors;

AND WHEREAS the said proposed construction of Lower Ground +Upper Ground + Mezzanine + 6 floors and the Areas, Facilities and Infrastructure common to all the floors and the said property more particularly described in the **Schedule I** hereunder written is hereinafter referred to as **"the said Project"**, which is divided into two Phases as under:

- a) **"Phase I" of the said Project** Lower Ground + Upper Ground + Mezzanine + 4 floors_- the building plans whereof have been sanctioned by the Municipal Corporation of Pune vide its said Commencement Certificate No.CC/3351/2021 dated 20/01/2022.
- b) **"Phase II" of the said Project – Fifth & Sixth Floors Proposed**

AND WHEREAS, the Owner / Developer has expressly and clearly made the fact known to the Purchaser herein, that the access road, water and drainage lines / connections, whether passing through the said property or not, underground water storage tanks, security guards, Generator Set, water pump set, electricity transformer and such other common amenities / facilities, whether situated over the said property or not, shall be shared and utilized for and by all the phases of the Scheme "HAUTE CAPITAL " forever without any hindrance, objection from the Purchaser herein or their Association and the same shall be maintained by them in accordance with their proportionate share, irrespective of their separate or common association / organization/s;

AND WHEREAS the Owner / Developer has entered into a standard agreement with **Mr Prakash Kanhekar**, an Architect registered with the Council of Architects and such agreement described by the Council of Architects, and the Owner / Developer has appointed **Mr Vivek Apte** a structural engineer for the preparation of the structural design and drawings of the buildings and the Owner / Developer accepts the professional supervision of the Architect and the structural engineer till the completion of the building/buildings. However the Owner / Developer has reserved the right to change such architect/ structural engineer before the completion of the said building/s without any notice to the Purchaser/s;

AND WHEREAS the Owner / Developer alone have the sole and exclusive rights to sell the units in the said building/s to be constructed by the Owner / Developer on the said property and to enter into agreement/s with the purchaser/s of the and to receive the sale price, deposits etc. in respect thereof;

AND WHEREAS the Purchaser/s demanded from the Owner / Developer and the Owner/ Developer has given inspection to the Purchaser/s of all the documents of title relating to the said property, the sale deeds and the plans, designs and specifications prepared by the Owner/ Developer Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made there under or any other law for the time being in force (hereinafter collectively referred to as "**the said Act**");

AND WHEREAS after Purchaser's enquiry, the Owner /Developer herein has requested the Purchaser/s to carry out independent search by appointing his/ her/ their own Advocate and to ask any queries, he/ she/ they has/ have regarding the marketable title and nature of the title of the Owner/ Developer herein and Purchaser/s has/ have completely satisfied himself/ herself/ themselves as regards the clear and marketable title of the Owner/ Developer, therefore, the Purchaser/s has/ have agreed to purchase the tenement/s described in "**Schedule-III**";

AND WHEREAS the authenticated copies of **Certificate of Title** issued by the attorney at law or advocate of the Owner /Developer, authenticated copies of **Property card or extract of Village Forms VI and VII and XII** or any other relevant revenue record showing the nature of the title of the Owner /Developer to the project land on which the Commercial Units are constructed or are to be constructed have been annexed hereto and marked as **Annexure 'A' and 'B'**, respectively;

AND WHEREAS the authenticated copies of the plans and specifications of the Commercial Unit agreed to be purchased by the Purchaser/s and the said building/s in the layout, as sanctioned and approved by the local authority and the sanctioned plans and floor plan have been annexed and marked as **Annexure-C-1**;

AND WHEREAS the authenticated copies of the proposed layout, plans and specifications of the Unit agreed to be purchased by the Purchaser/s and the said building/s have been annexed and marked as **Annexure-C-2**;

AND WHEREAS the Owner / Developer has got approved from the Pune Municipal Corporation / local authority, the plans, the specifications, elevations, sections and details of the said building/s sanctioned by the Pune Municipal Corporation vide Commencement Certificate No. CC/3351/2021 dated 20/01/2022;

AND WHEREAS while sanctioning the said plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed while developing and using the said land and the said building/s by the Owner/Developer and/or the prospective Purchaser/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority;

AND WHEREAS similarly, while sanctioning the said plans the concerned local authority and/or Government has obtained from the Owner/Developer various undertakings and Indemnity Bonds. The Owner/Developer have brought to the notice of the Purchaser, that the Owner/Developer has executed various Undertakings-cum-Indemnity, in favour of the concerned local authority and/or Government;

AND WHEREAS the Owner / Developer has provided to the Purchaser the copies of the aforesaid Undertakings-cum-Indemnity and the Purchaser hereby agree and undertake to abide by the Undertakings-cum-Indemnity given there-under as if the same are given by the Purchaser, insofar as the same

relates to the Purchaser. The Purchaser further agree and undertake, inter-alia, that the open spaces, elevation features, chajjas, ornamental projections, stilt portion, parking spaces, voids, canopy and areas claimed free of F.S.I., if any, shall not be misused in any manner at any time and in future.

However, in case of any change of any terms or condition or restriction due to change in rule or law or otherwise, in the sanctioned Plan, then the same shall always be binding on the purchaser of the unit / tenement;

ANDWHEREAS the Owner/Developer has accordingly commenced construction of the said building/s in accordance with the sanctioned plans;

ANDWHEREAS after verifying and confirming the title documents and various permissions and sanctions personally as well as through his / her Advocate / Architect and such other professional/s, the Purchaser/s has /have applied to the Owner/Developer for allotment to the Purchaser/s, a tenement bearing :-

Shop / Store No. _____ on ____ Floor in building to be known by the name **"HAUTE CAPITAL"** situated at the said property (hereinafter wherever the context permits so, called and referred to as the **"said unit / said premises / said apartment"** for the sake of brevity and convenience) and more particularly described in Schedule III written hereunder for the consideration of Rs. _____ (Rupees _____ only);

AND WHEREAS for the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Purchaser/s and other areas appurtenant to the said Apartment for exclusive use of the Purchaser/s;

AND WHEREAS though the car / scooter /cycle parking areas (which are not covered) shall be of all the apartment owners or their organization, it is the necessity and requirement of the Purchaser/s that various parking spaces be got, specified for use amongst themselves to have orderly and disciplined use and to avoid confusion, disputes and differences amongst them. With this view, the Owner/Developer, on the request of the Purchaser/s herein as well as other Purchaser/s, is keeping a register / record of such selections of parking/s to be done by the Purchaser/s amongst themselves which selections are to be got confirmed by all the Apartment purchasers from the Association of Apartment Owners. The Owner/Developer has not taken any consideration for such selection. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Owner/Developer ex-gratia on the request of the purchasers and the same is not to be deemed as allotment by

the Owner /Developer and that if for any reason it be held that such selection / designation of parking/s by the purchasers of the Apartment among themselves is not proper then the Association of Apartment Owners or their organization of the Apartment purchasers shall be entitled and authorized to change / alter / revise the arrangement for the open / covered parking spaces and the decision taken by such ultimate organization shall be binding upon the Purchaser/s (including Purchaser/s herein). The Purchaser/s herein shall not be entitle to ask for refund of any amount or deduction in consideration because the price / consideration herein agreed is only for the said Apartment;

AND WHEREAS accordingly, the Purchaser/s applied to the Owner / Developer to preferably keep for the Purchaser **1 (One) Car Parking Space** and the same is more particularly marked in "**Annexure-C**". The Owner/Developer is also authorized by the Purchaser, to make similar arrangement with the other Apartment purchasers /occupiers also. Further, the Owner/Developer has expressly and clearly made the fact known to the Purchaser herein, that the ultimate organization of the flat purchasers shall be entitled and authorized to change / alter / revise the arrangement for the open / covered parking spaces and the decision taken by such ultimate organization shall be binding upon the Purchaser. The Purchaser hereby agrees for this arrangement and do hereby agree to indemnify and to kept indemnified the Owner/Developer from any compensation / suits / legal consequences in future arising out of the same. And further, the Owner/Developer has expressly and clearly made the fact known to the Purchaser herein, that as per the drawing / sanctioned plan, the covered car parking space is been allotted

hereby. However, after the completion of the construction, due to site condition or otherwise, if it is not possible to park the car in the allotted car parking slot, then the Purchaser shall not be liable to demand any claim, damage, amount, refund etc. from the Owner /Developer;

AND WHEREAS relying upon the said application, declaration and agreement, the Owner/Developer agreed to sell to the Purchaser, the said Apartment at the price and on the terms and condition hereinafter appearing;

AND WHEREAS the Owner/Developer has got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

AND WHEREAS, the Owner/Developer has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. _____ and copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority is annexed herewith as **Annexure-E**;

AND WHEREAS under section 13 of the Real Estate (Regulation & Redevelopment) Act, 2016, the Owner / Developer is required to execute a written Agreement for sale of said Apartment with the Purchaser / Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and

conditions set out in this Agreement, reserved rights provided herein and as mutually agreed upon by and between the Parties, the Owner/Developer hereby agrees to sell and the Purchaser / Allottee hereby agrees to purchase the said Apartment.

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

1. The Parties hereby agree and confirm that the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The Owner/ Developer herein has obtained sanction of the building plan in respect of the building/s which is / are under construction on the said land and the Owner/Developer herein, under normal circumstances, shall construct and complete the construction of the said building/s on the said land in accordance with the plans, designs and specifications approved by the concerned authority which have been seen and approved by the Purchaser/s.
3. The Purchaser/s shall not object to the Owner/Developer for making changes in and revising the layout including the plans of the building in which the said Apartment is situated as per requirements of the Owner/ Developer/Promoter due to additional FSI / TDR available or otherwise and for completing the development as per the Owner/ Developer/Promoter's discretion. The

Purchaser has hereby and by signing and executing this Agreement granted his /her/ their irrevocable consent and no objection for the same, as contemplated under the provisions of the said act. However, the Owner/Developer/Promoter shall obtain prior consent in writing of the Purchaser/s, if, such alterations / modifications adversely and materially affect the construction, area and internal layout of the Purchaser/s Apartment. There can not be any claim of whatsoever nature by the Purchaser/s if the Owner/Developer/Promoter modifies or varies the approved plans substantially maintaining the location, area of the Apartment agreed to be purchased by the Purchaser/s, intact.

It is hereby made clear that the Owner/Developer /Promoter shall be entitled to use the marginal open space/s as an access for the said buildings or from and/ or another building / land / future development and the Flat/shop/office Purchaser/s herein or the organization of which Purchaser will become a member shall not be entitled to object the said use by the Owner/Developer /Promoter or its nominee/s or assignee/s and the Apartment or the said land shall be conveyed subject to the said right of the Owner/Developer/ Promoter.

4. (i) The Owner / Developer herein has agreed to sell and the Purchaser has agreed to purchase the commercial tenement bearing

Shop / Store No. _____ on ____ **Floor** in building to be known by the name **"HAUTE CAPITAL"** situated at the

said property and which Apartment is more particularly shown delineated and demarcated in red color in the floor plan annexed hereto as **Annexure-C** (hereinafter wherever the context permits so, called and referred to as the "**said unit / said premises / said apartment**" for the sake of brevity and convenience) and more particularly described in Schedule III written hereunder for the consideration of Rs. _____ (Rupees _____ only); including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Schedule-II** hereto and is **excluding** all expenses for stamp duty and registration fees, LBT, GST or any other present and/or future taxes, levies, charges, cess etc. levied or may be levied, which shall be paid by Purchaser separately.

(ii) Further, the Owner/Developer/Promoter has agreed to preferably keep for the Purchaser **1 (One) Car / two wheeler Parking Space** (without taking any consideration in any form) and the same is more particularly marked in "**Annexure-C**" and is described in the "**Schedule-III**" hereto. The Owner/Developer/Promoter is also authorized by the Purchaser, to make similar arrangement with the other Apartment Holders / residents / occupiers also. Further, the Owner/Developer/Promoter has expressly and clearly made the fact known to the Purchaser herein, that the Association of the Apartment Owners their organization is entitled and authorized to change / alter / revise the arrangement for

the parking spaces and the decision taken by such Association of Apartment Owners shall be binding upon the Purchaser. The Purchaser hereby agrees for this arrangement and do hereby agree to indemnify and to kept indemnified the Owner/Developer/Promoter from any compensation / suits / legal consequences in future arising out of the same.

And further, the Owner/Developer/Promoter has expressly and clearly made the fact known to the Purchaser herein, that as per the drawing / sanctioned plan, the car parking space is been allotted to the Purchaser. However, after the completion of the construction, due to site condition, change in column position or otherwise, if it is not possible to park the car in the allotted car parking slot, then the Purchaser shall not be liable to demand any claim, damage, amount, refund etc. from the Owner/ Developer/ Promoter.

(iii) The Purchaser/s hereby, agrees to pay to the Owner/ Developer/ Promoter the total purchase price of consideration amount, in the following manner mutually decided upon.

The Purchaser/s has paid on or before execution of this agreement a sum of **Rs.**
_____/ - **(Rupees**
_____ **only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Owner/ Developer /Promoter the balance amount of **Rs.**

_____/- **(Rupees**
_____ **Only)** in the following manner
:-

i.	Rs _____	(not exceeding 30% of the total consideration) to be paid to the Developer after the execution of Agreement
ii.	Rs _____	(not exceeding 45% of the total consideration) to be paid to the Developer on completion of the Plinth of the building in which the said Apartment is located.
iii.	Rs _____	(not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including stilts of the building in which the said Apartment is located.
iv.	Rs _____	(not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
v.	Rs _____	(not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
vi.	Rs _____	(not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with

		waterproofing, of the building in which the said Apartment is located.
vii.	Rs _____	(not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building in which the said Apartment is located
viii.	Rs _____	against and at the time of handing over of the possession of the Apartment to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.
		Total

(iv) The Total Price above **excludes** Taxes (consisting of tax paid or payable by the Developer by way of Good & Service Tax (GST), Local Body Tax (LBT), Metro Cess and Cess or any other similar taxes, cess, surcharge, etc. which may be levied, in connection with the construction of and carrying out the Project payable by the Owner/ Developer/ Promoter) up to the date of handing over the possession of the said Apartment.

Tax Deducted at Source - The Purchaser/s is aware that the Purchaser/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the

account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

(v) The Purchaser/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of Owner / Developer sending notice of the completion of each milestone. Intimation forwarded by Owner / Developer to the Purchaser/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser/s and the Purchaser/s agree/s not to dispute the same. The Purchaser/s hereby understand/s and agree/s that, save and except for the intimation from the Owner / Developer as provided under this Clause, it shall not be obligatory on the part of the Owner / Developer to send reminders regarding the payments to be made by the Purchaser/s as per the payment schedule mentioned in this Clause, and the Purchaser/s shall make all payment/s to the Owner / Developer on or before the due dates, time being the essence of this Agreement.

(vi) All payments to be made by the Purchaser/s under this Agreement shall be by cheque/ demand draft/ pay order/ wire transfer/ any other instrument drawn in favour of **"Bhansali Realtors "**.

(vii) In case of any financing arrangement entered by

the Purchaser/s with any Bank / financial institution with respect to the purchase of the Apartment, the Purchaser/s undertake/s to direct such bank / financial institution to and shall ensure that such financial institution does disburse/pay all such installment of Total Consideration amounts due and payable to Owner / Developer through an account payee cheque/ demand draft drawn in favour of **"Bhansali Realtors "**.

(ix) Further, at the express request of the Purchaser/s, the Owner / Developer may at its sole discretion offer a rebate to the Purchaser/s in case the Purchaser desires to give early payments any time hereafter. It is hereby clarified that the foregoing rebate is subject to the Purchaser/s complying with all its obligations under this Agreement including timely payment of the installments. Save as foregoing, the quantum of rebate once offered by the Owner / Developer shall not be subject to any change/ withdrawal. The Purchaser/s further understands and agrees that the Owner / Developer shall have the right to accept or reject such early payments on such terms and conditions as the Owner / Developer may deem fit and proper. The early payments received from the Purchaser/s under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser/s.

(x) If any of the payment cheques/banker's cheque or any other payment instructions of/ by the Purchaser/s is/are not honored for any reason whatsoever, then the

same shall be treated as default and the Owner / Developer may at its option be entitled to exercise the recourse available thereunder. Further, the Owner / Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupees Ten Thousand only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted and payments shall be accepted through bank demand draft(s) only.

(xi) The Total Price is escalation free, save and except escalations/ increases due to increase on account of development charges payable to any 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 Owner /Developer undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the any competent authorities etc., the Owner /Developer shall enclose the said notification /order /rule /regulation published /issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

(xii) The Owner/ Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the said Building is complete and the

Occupancy Certificate is granted by the concerned authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3 %. The total price payable for the carpet area shall be recalculated upon confirmation by the Owner / Developer. In such event only recourse shall be a pro-rata adjustment in the last installment payable by the Purchaser/s towards the Total Consideration. If there is any reduction in the carpet area more than the defined limit then Owner / Developer shall refund the excess money paid by Purchaser and if there is any increase in the carpet area the Owner / Developer shall demand the additional amount from the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

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

(xiv) It is made clear and agreed by and between the parties hereto that the Owner/ Developer/ Promoter shall not be bound to follow the chronological order of any of the above said stages /installments and that the Owner / Developer shall be completely at liberty to choose the chronology of the respective stages of the

construction. The Owner/ Developer/ Promoter is also entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

(xv) The Purchaser/s shall make payment to the Owner /Developer/ Promoter by Demand Draft or Local Cheques. If the Purchaser/s makes 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 Owner/ Developer/ Promoter and to the extent the amount as is left for the credit after deduction of the commission /service charges of the bank, if any.

5. Time is of essence for the Owner / Developer as well as the Purchaser. The Owner / Developer shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers or their organization after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Owner /Developer /Promoter as provided hereinabove ("**Payment Plan**") and the Purchaser shall be liable to pay interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to

as **"the said Rule"**), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.

The Purchaser has agreed to pay to the Owner/ Developer/Promoter the Goods and Service Tax (GST) payable on this Agreement / transaction as per the prevailing laws for the time being in force.

The Purchaser is aware that as per present statute / prevailing laws, GST is leviable on the purchase price payable hereunder or market value, whichever is higher, and consequently the amount of each installment payable by the Purchaser to the Owner/ Developer/ Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Owner/ Developer/ Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Owner/ Developer/ Promoter hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become

payable hereafter on the amounts payable by the Purchaser to the Owner/ Developer/Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.

Without prejudice to the right of the Owner/Developer/Promoter to receive interest as per the said Rule, on the Purchaser committing three defaults in payment on due date of any amount due and payable by the Purchaser to the Owner / Developer under this Agreement (including his/ her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing any three defaults of payment of installments, the Owner/ Developer/ Promoter shall at their own option, may terminate this Agreement.

Provided that, the Owner/ Developer/ Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due at the address provided by the Purchaser and / or mail at the e-mail address provided by the Purchaser, 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. If the Purchaser fails to rectify the breach or breaches mentioned by the Owner/ Developer/ Promoter within the said notice period then at the end of such notice period, this Agreement shall stand terminated. Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow: -

- (a) The Purchaser shall cease to have any right or interest in the said Apartment or any part thereof;
- (b) the Owner /Developer/Promoter shall be entitled to sell the said Apartment at such price and on the terms and conditions to such other person or party as the Owner/ Developer/Promoter may in their absolute discretion deem fit;
- (c) The Owner/ Developer/Promoter shall refund to the Purchaser the amount till then paid by the Purchaser to the Owner/Developer/Promoter towards purchaser price with interest as per the said Rule after deducting there from:
 - (i) 20% of the purchase price of the said Apartment (which is to stand forfeited to the Developer as liquidated damages);
 - (ii) Deduct GST and / or any other amount due and payable by the Purchaser/s and / or paid by the Owner/Developer/Promoter in respect of the said Apartment;
 - (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Apartment upto the date of termination of this Agreement;
 - (iv) the amount of interest payable by the Purchaser to the Owner/ Developer/ Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
 - (v) in the event of the said resale price of the said Apartment being less than the purchase price

mentioned herein, the amount of such deficit. However in case if the Owner/ Developer/ Promoter receive a credit/ refund of the service tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Owner/ Developer/ Promoter to the Purchaser without any interest thereon.

- (d) The Owner/ Developer/ Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Owner/ Developer/ Promoter shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Stamp Duty, Registration Fees, LBT, GST or any other taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/ her /its/ their claim under this Agreement and/or in or to the said Apartment.
- (e) The Purchaser/s agree that receipt of the said refund by cheque from the Owner/ Developer/ Promoter by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

The Owner/ Developer/ Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the

Owner/ Developer/ Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration.

The Purchaser/s hereby agrees to pay all amounts payable under the terms of this Agreement as and when they become due and payable and the Owner/ Developer/ Promoter is not bound to demand by giving notice / intimation at every time requiring such payment and the absence of such notice / intimation shall not be pleaded as an excuse for non payment of any amount/s.

6. The Owner/ Developer/Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restriction, if any, which may have been imposed by the concerned local authorities at the time of sanctioning the said plans or thereafter. The Owner /Developer/ Promoter shall, before handing over possession of the Apartment to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment. The Purchaser/s shall not be entitled to claim possession and allotment and transfer until the completion certificate in respect of the said Apartment is obtained.
7. The Purchaser/s hereby consents and authorises the Owner/ Developer/Promoter raising any finance by way of mortgage of the said land with or without the said building/s or any portion thereof if, as and when so deemed necessary by the Owner/ Developer/Promoter except the Apartment agreed to be purchased by the

Purchaser/s by these presents. At any stage during the implementation of the scheme the Owner/Developer/Promoter shall be at liberty to sell, assign or transfer or otherwise deal with their right title and interest in the said land and/ or Building/s to be constructed thereon provided that the same does not adversely affect or prejudice the rights granted in favour of the Purchaser/s in respect of the said Apartment agreed to be purchased by him/ her / them in terms of this Agreement.

8. The Owner/ Developer/Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is _____ square meters only and Owner/ Developer/ Promoter has planned to utilize Floor Space Index of _____ 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 or otherwise. The Owner/ Developer/ Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the said land in the said Project and Purchaser/s has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Owner/Developer/Promoter by utilizing the proposed FSI and on the understanding that the proposed FSI and or balance FSI as the case may be shall belong to Owner/ Developer/Promoter only.

The Owner/ Developer/Promoter shall be entitled to use / float the FSI / TDR of the said property in the present scheme to any other property and vice versa if so permitted by the concerned authority.

The Purchaser hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the final Occupation Certificate in respect of the said Buildings, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./ T.D.R., shall be the exclusive property of the Owner /Developer/Promoter till the entire project has been conveyed to the apex body / federation of societies / organizations of Apartment Purchasers and the Purchaser shall have no right, claim or demand in respect thereof or any part thereof.

Neither the Purchaser/s nor any of the other purchasers of the apartment(s)/ flat(s)// premise(s)/ unit(s) in the buildings being constructed on the Property (including the Building/s) nor the association / apex body / apex bodies to be formed of purchasers of apartment(s) /flat(s)// premise(s)/ unit(s) in such buildings (including the Building) shall be entitled to claim any FSI and/or TDR howsoever available on the said Property. All FSI and/or TDR at any time available in respect of the said Property in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the development of the entire Layout as contemplated by the Developer is completed by the Developer and building(s) /

Property is conveyed to the association / apex body / apex bodies in the manner set out herein below.

The unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) in respect of the Project Land shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal / use the FSI / TDR as it may deem fit, without any objection/interference from the Purchaser/s / association / apex body / apex bodies. In the event of any additional FSI in respect of the Project Land or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time, hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and / or additions to the built up area on the Project Land as may be permissible.

It is also agreed by the Purchaser/s that even after the formation of the association / apex body / apex bodies, the Developer, if permitted by the PCMC and other authorities, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Project Land and shall thereby continue to retain full right and authority to develop the Project Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole

property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

9. The fixtures, fittings and amenities to be provided by the Owner/Developer/Promoter in the said building and the Apartment are those that are set out in the "Annexure-D" annexed hereto. The Purchaser/s is/are satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser/s shall not raise any objection in respect thereof hereafter. If any extra fittings, fixtures or amenities are provided by the Owner/ Developer/ Promoter, the Purchaser/s shall be bound to pay the extra price for such additions as per the bills of the Owner/ Developer/ Promoter. The bill raised by the Developer shall be final. If any extra fittings, fixtures, and /or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing (the Owner/ Developer/ Promoter may in his discretion entertain and act even on an oral request) to the Owner/ Developer/ Promoter and at his /their sole discretion may provide the same, at the extra cost/ price after the Purchaser/s depositing such extra cost/ price with the Owner/ Developer/ Promoter and for such additions, bills raised by the Owner/ Developer/ Promoter shall be final.
10. The Owner/ Developer/ Promoter shall give **possession** of the Apartment to the Purchaser/s on or before _____ or obtaining occupation certificate whichever is earlier. If the Owner/ Developer/ Promoter fails or neglects to give possession of the Apartment to

the Purchaser/s on account of reasons beyond his control and of his agents, by the aforesaid date then the Owner/ Developer/Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Apartment with interest as specified in the said Rule from the date the Owner/ Developer/ Promoter received the sum till the date the amounts and interest thereon is repaid. Post such refund by the Developer to the Purchaser/s, the Purchaser/s agree(s) and acknowledge(s) that the Purchaser/s shall not have any right, title interest in the Flat, and the Developer shall be entitled to deal with the same at its sole discretion.

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

- (i) Non availability of steel, cement, other building material, labour, water or electric supply etc.
- (ii) War, civil commotion, Pandemic, epidemic or act of God, ;
- (iii) Any notice, order, rules, notification of the Govt. and/or other public or competent authority, or Court of Law;
- (iv) Any situation beyond the control of the Developer;
- (v) Delay or default in payment of any installment for whatsoever reason/s or dues/ other charges payable by the Purchaser/s to the Developer (without prejudice to the right of Developer to terminate this agreement under clause mentioned hereinabove)

- (vi) Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- (vii) Delay in grant of any NOC/ permission/ license/ connection installation of any services such as lift's, electricity & water connections & meters to the scheme/ Apartment/ road NOC or completion certificate from Appropriate Authority.
- (viii) Delay or default committed by the Purchaser/s or other Purchasers in making the timely payments of installments, without prejudice to the right of the Developer to terminate the agreement.
- (ix) Any extra work other than the agreed amenities required to be carried out in the said Apartment as per the requirement and at the cost of the Purchaser/s.

11.1 Procedure for taking possession - The Owner/Developer/Promoter shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project and payment by the Purchaser/s.

11.2 The Purchaser/s shall take possession of the said Apartment within 15 days of the written notice from the Owner/Developer/Promoter to the Purchaser/s intimating that the said Apartment is ready for use and occupancy. Before delivery of possession of the said Apartment, the Purchaser shall satisfy himself about the correctness of the area of the said Apartment and about the quality of construction work and specifications/ amenities provided. After delivery of possession of the said Apartment, the

Purchaser shall not be entitled to make any complaint there from and all the rights regarding the same shall be deemed to have been waived.

11.3 Failure of Purchaser/s to take Possession of said Apartment : Upon receiving a written intimation from the Owner/Developer/Promoter, the Purchaser/s shall take possession of the said Apartment from the Owner/ Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner/ Developer/Promoter shall give possession of the said Apartment to the Purchaser/s. In case the Purchaser/s fails to take possession within the time limit referred herein, then such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

11.4 The Purchaser is hereby made aware by the Owner/Developer/Promoter that amenities / infrastructure outside the premises / project will not be Developer's responsibility. Such as maintenance of access road/s, laying water supply lines and pressure in the same as well drainage lines, telephone and electric cables, transformer etc. all these comes under local governing bodies and the Owner/ Developer/ Promoter won't be responsible for any problem or inadequacy about the above such services.

Further, after the possession is given to the Purchaser or completion certificate is obtained, whichever is earlier, the purchaser hereby agrees to pay for all the services which he / she will be availing such as Water Supply, Electric Supply etc., security, generator used for

his/her Apartment as well for the project as whole for all common facilities like Water Pumps, Lifts and any such as ETP/ Drainage/ transformer, any such as internal road/ and other services, if any. The Owner/ Developer/ Promoter is liable only to make the supporting arrangements like UGWT and OHWT for the services but the cost of the same will be paid by the purchaser only as per actual or as the bills produced by the Owner / Developer for the same.

The Purchaser/s is/are aware that corporation / local Govt. body / authority etc. may not be able to supply adequate water throughout the year. In that case water supply will not be the responsibility / liability of the Owner/Developer/Promoter and whatever expenses are required to be made for the use / purchasing the water, shall be borne by the Purchasers and their organization and Owner/Developer/Promoter shall not be liable to bear the costs thereof.

12. If within a period as specified in the Rules of said Act, the Purchaser from the date of handing over the said Apartment / said Premises or within 15 days from the date of intimation by the Owner/ Developer/ Promoter to take the possession of the said Apartment / said Premises whichever is earlier, brings to the notice of the Owner/ Developer /Promoter any structural defect in the Apartment / Premises or the building in which the Apartment / Premises is situated or any defects on account of workmanship, quality or provision of services, then wherever possible such defects shall be rectified by the

Owner/ Developer/ Promoter at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Owner/ Developer/ Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the Purchaser shall not carry out any alterations of the whatsoever nature in the said Apartment / Premises/ Building and in specific the structure of the said Apartment / Premises / the said Building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/ Developer/ Promoter the defect liability automatically shall become void. The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Owner/ Developer/Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment / premises by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the Purchaser to maintain his Apartment / Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Apartment / Premises are regularly filled with white cement / epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the Owner/ Developer/ Promoter to the Purchaser ends before the defects liability period and such warranties are covered under the maintenance of the said Apartment / Premises / Building, and if the annual maintenance contracts are not done / renewed by the Purchaser the Owner/ Developer/ Promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/ manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Apartments / Premises and the common project amenities wherever applicable.

That the Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Apartment / Premises / Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

Provided further that any deviation in usage /maintenance of the said Apartment / Premises in contravention to User Manual shall amount to default on part of the Purchaser towards proper maintenance of the Apartment / Premises/ Building and the Purchaser shall not

be entitled to claim any compensation against defect liability from the Developer.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Apartment / Premises / Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement. Further the Purchaser shall permit the Owner/ Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

Howsoever for the purpose of defect liability on towards the Owner/ Developer /Promoter, the date shall be calculated from the date of handing over possession to the Purchaser for fit-outs and interior works or within 15 days from the date of intimation of possession of the said Apartment / Premises by the Owner/ Developer/ Promoter whichever is earlier and that the said liability shall be those responsibilities which are not covered under the maintenance of the said Apartment / Premises/ Building / wing as stated in this Agreement. That further it has been agreed by the Purchaser that any damage or change done within the Apartment / Premises sold or in the building / wing done by him/ them or by any third person on and

behalf of the Purchaser then the Purchaser expressly absolves the Owner/ Developer/ Promoter from the same.

In particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any alteration in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Owner/ Developer/Promoter, the said defect liability automatically shall become void and the Purchaser alone shall be liable to rectify the defect at own cost and consequences. Further, the Purchaser shall be liable to pay damages, if any, to Purchaser / Owner / user of the Apartment / premises adjacent / below. Any deviation in usage /maintenance of the said Apartment / Premises in contravention to user manual shall amount to default on part of the purchaser towards proper maintenance of the Apartment / premises /building and the purchaser shall not be entitled to claim any compensation against defect liability from the Owner /Developer/ Promoter.

13. The Purchaser/s shall use the Apartment or any part thereof or shall permit the same to be used only for purpose stated in the sanctioned plan/s. He/ She/ They shall use the parking space only for the purpose of parking the Purchaser's own vehicle.

It is hereby expressly agreed that the Owner/Developer/Promoter shall be entitled to sell all other premises in the said Buildings as also in the other structures that may hereafter be constructed on the said

land for any user as may be permitted by the PMC / PCMC / PMRDA/ local planning authority and other concerned authorities, as the case may be and the Purchaser thereof shall be entitled to use the said Apartment agreed to be purchased by him/ her/ them accordingly. The Purchaser shall not object to the user of the other Apartment / premises in the said Buildings or in any other structure on the said land for the aforesaid purposes by the respective purchasers thereof.

14. The Developer shall at its discretion, as prescribed under the Relevant Laws:

(i) form association of the purchasers of apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) (being either a co-operative society / condominium / limited company or combination of them), as it may deem fit and proper in respect of each of the building(s) comprised in Project known by such name as the Developer may decide, which shall be responsible for maintenance and management of the Building, within such period as may be prescribed under the Relevant Laws.

(ii) The Developer shall, at its discretion, be entitled to amalgamate the various Flat Owners under the provisions of the Maharashtra Co-operative Societies Act, 1960 so as to form one single Society that shall own the Property. Such amalgamated Society shall be the apex body ("Apex Body") for the entire development, as the Developer may deem fit, who shall admit various Organizations as its members formed in respect of the various buildings forming part of the Project for the

purposes of effective maintenance and management of the entire Project including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the Relevant Laws.

(iii) the Purchaser/s agree(s) and confirm(s) that all open parking space(s) will be dealt with in accordance with the Relevant Laws as well as bye-laws and constitutional documents of the society / association. The Developer has informed the Purchaser/s and the Purchaser/s is / are aware that the Developer in its sole discretion may allot / provide parking space to the purchaser(s) of the Phase in the future phases of the Property and the Purchaser/s hereby agrees not to raise any objection to the same.

(iv) The Purchaser/s hereby agree(s) and confirm(s) that till conveyance of the buildings and underlying Land to the association or apex body / apex bodies (as the case may be), the Purchaser/s shall continue to pay all the outgoings as imposed by the concerned authorities and proportionate charges to the Developer from time to time.

(v) The Purchaser/s agree(s) and undertake(s), to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/ memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body / apex bodies within 10 (ten) days from intimation by the Developer. The Purchaser/s

agree(s) not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association / apex body / apex bodies for the association. The Purchaser/s shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of the apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s). The Purchaser/s shall be bound by the rules, regulations and bye-laws/ memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser/s, if any changes or modifications are made in the draft bye-law of the association / apex body / apex bodies by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser/s hereby authorize(s) the Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

(vi) The Developer may become a member of the association / apex body / apex bodies to the extent of all unsold and/or unallotted apartment(s) / flat(s) / premise(s) / unit(s), areas and spaces in the Building(s) / wing(s).

(vii) all costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/ transfer shall be borne and

paid by the association/all purchasers of the apartment(s) / flat(s) / premise(s) / unit(s) in the building/s / wing/s in the same proportion as the total area of the apartment(s) / flat(s) / premise(s) / unit(s) bears to the total area of all the apartment(s) / flat(s) / premise(s) / unit(s) in the said building/s.

(viii) No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and, as may be required by law or any other Competent Authority.

(ix) the Owner/Developer/Promoter shall be entitled to retain one or more unsold Apartments/ premises/ parking space/ terrace etc. and shall continue to have full and absolute rights of disposal thereof without any objection, hindrance or claim in any form from the Purchaser/s and/or their organisation/s. Any such organisation shall admit the transferee/ assignee/ acquirer/ purchaser/s of unsold Apartment/s, premises etc. from the Owner/ Developer/ Promoter as it's member without demanding any compensation in any form such as transfer fee, betterment charges, maintenance charges, common expenses etc.

(x) On the completion of all the buildings and their wings, extensions and phases etc., AND on the Owner/ Developer/ Promoter receiving the entire payment / charges / extra items costs /costs towards additional premiums etc. and full consideration from all and every Purchaser of the Apartments in the Scheme, the Owner/ Developer/ Promoter shall convey the whole scheme or any part thereof to such ultimate body / Apex body / individual Purchaser/s, as the case may be, by executing

proper conveyance of said building and/or said scheme and/or apartment/s.

14.1 Facility Management Company - By executing this Agreement, the Purchaser/s agree/s and consent/s to the appointment by the Developer of any agency, firm, corporate body, organization or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser/s hereby grants his/her/their/its consent confirming such agreement /contract/ arrangement that the Developer has or may have to enter into with the Facility Management Company. It is hereby clarified and the Purchaser/s agrees and authorizes the Developer to appoint the first Facility Management Company in the Project and post formation of the society / association / apex body, as the case may be, the Developer will nominate the facility management agreement ("FM Agreement") in favor of the society /

association / apex body, as the case may be and post expiry of the tenure of the FM Agreement, it shall have the option to either continue with the Facility Management Company appointed by the Developer or appoint a new facility management company as it may deem fit. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser/s and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

The Purchaser/s further agree(s) and undertake(s) to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building(s) / Wing(s) and use of the apartment(s) / flat(s) / premise(s) / unit(s) by the Purchaser/s for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of the apartment(s) / flat(s) / premise(s) / unit(s) in the Building(s) / wing(s) and the Purchaser/s also agree(s) and confirm(s) not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of the apartment(s) / flat(s) / premise(s) / unit(s) in this regard.

14.2 Fit out Manual - The Purchaser/s agree(s) and undertake(s) that on receipt of possession, the Purchaser/s shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies ("Fit-Out Manual") and without causing any disturbance, to the other purchasers of the apartment(s) / flat(s) / premise(s) / unit(s) in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Apartment. Without prejudice to the aforesaid, if the Purchaser/s makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment or the Building, the Developer shall be entitled to call upon the Purchaser/s to rectify the same and to restore the Apartment and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser/s does not rectify the breach within such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Apartment or the Building (on behalf of the Purchaser/s) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser/s. If the Purchaser/s fail(s) to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Apartment. The Purchaser/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the

Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the apartment(s) / flat(s) / premise(s) / unit(s) or the Building(s) / wing(s) and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Apartment or the Building(s) / wing(s).

Upon the possession of the Apartment being delivered to the Purchaser/s, the Purchaser/s shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Apartment by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Apartment provided the Apartment is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser/s or his agents and the Purchaser/s shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser/s or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser/s on account of entry to the Apartment as aforesaid. If the Apartment is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser/s consent(s) to the

Developer to break open the lock on the main door/entrance of the Apartment and the Developer shall not be liable for any loss, theft or inconvenience caused to the Purchaser/s on account of such entry into the Apartment.

15. Within 15 days after notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the said project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, mechanized car parking etc. maintenance and repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Association of Apartment or their origination is formed and the said structure of the building/s is transferred to it, the Purchaser/s shall pay to the Owner/ Developer/Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser's share is so determined, the Purchaser/s shall pay to the Owner/Developer/Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Purchaser/s to the Owner/ Developer/ Promoter shall not carry any interest and remain with the Owner /Developer /Promoter until a conveyance / assignment of lease of the structure of the building or wing is executed in

favour of the Association of the Apartment Owners or individual purchasers, as aforesaid. Until the purchaser become the member of the association / possession receipt is given to him, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser/s hereby agrees and undertakes to deposit with the Owner /Developer/Promoter a sum of **Rs. _____/- (Rupees _____ Only)**, being provisional contribution as has been mentioned hereinbefore, as an advance towards meeting the aforesaid expenses, costs and outgoings. The contribution may be revised by the Owner/Developer/Promoter from time to time if it falls short and the Purchaser/s hereby undertakes to deposit and contribute such additional sum/s as and when demanded by the Owner/Developer/Promoter. Upon Association of Apartment or their origination being formed and registered, the said sum or the balance thereof, if any, (less deductions provided for in this Agreement) lying with the Owner/Developer/Promoter shall be handed over to such Association. The Purchaser/s undertake/s 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.

16. The purchaser shall also pay and deposit with the Owner/ Developer/ Promoter a sum of **Rs. _____/- (Rupees _____ Only) towards 'Building Servicing Deposit'** which is to be utilized to meet the

major expenses such as repairing of generator set / Water Pumps / Lifts / Drainage etc. of heavy nature / major repairing. However, for the routine servicing this fund shall not be used. The Purchaser/s hereby undertakes to contribute additional sums if required as and when demanded by the Owner/ Developer/Promoter. The amounts so paid by the Purchaser/s to the Owner/ Developer/Promoter shall not carry any interest.

The amounts referred hereinabove are mutually agreed as lump-sum amounts of minimum expenses and Purchaser/s are not entitle to ask or demand any explanation for the same.

The Purchaser/s hereby undertakes to contribute additional sums if required as and when demanded by the Owner/Developer/Promoter. The amounts so paid by the Purchaser/s to the Developer shall not carry any interest and remain with the Owner/ Developer/ Promoter until a conveyance is executed in favour of the Association of Apartment Condominium as aforesaid. On such conveyance being executed, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Owner/Developer/Promoter to the Association.

17. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Owner/ Developer/Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Association of Apartment or their origination on such conveyance or lease or any document or instrument of transfer in respect of the

structure of the said Building. At the time of registration of conveyance or Lease of the said project land, the Purchaser/s shall pay to the Owner/ Developer/Promoter, the Purchasers' share of stamp duty and registration charges payable, by the said Association of Apartment or their origination on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Association of Apartment or their origination.

18. **REPRESENTATIONS AND WARRANTIES OF THE OWNER/ DEVELOPER/ PROMOTER** - The Developer hereby represents and warrants to the Purchaser/s as follows:

- i. The Owner/Developer/Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Owner/Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by

the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Owner/Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

- vi. The Owner/Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii. The Owner/Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii. The Owner/Developer/Promoter confirms that the Owner/Developer/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/s in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Owner/Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x. The Owner/ Developer/ Promoter has 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;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Owner/ Developer/ Promoter

in respect of the project land and/or the Project except those disclosed in the title report.

19. The Purchaser/s, himself/ herself/ themselves with intention to bring all persons into whatsoever hands the Apartment may come, doth hereby covenant with the Owner/ Developer/ Promoter as follows :
- (a) To maintain the Apartment at Purchaser/s own cost in good tenantable repair and condition from the date of possession of the Apartment is taken and shall not do or suffered to be done anything in or to the building in which the Apartment is situated, staircase of any passages which may be against the rules regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof.
 - (b) Not to store in the Apartment any goods which are of hazardous combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is 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 package whose upper floors which may damage or likely to damage the staircase, common passages or any other structure of the building in which the Apartment is situated including entrance of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated, or the Apartment on account of negligence of default of the Apartment Purchaser in this behalf, the Apartment Purchaser shall be liable for the consequences of the breach.
 - (c) To carry at his own cost all internal repairs to the said Apartment in the same condition, state and order in which it was delivered by the Owner/Developer/Promoter to the Apartment Purchaser and shall not do or suffer to be done

anything in or to the building in which the Apartment is situated or the Apartment which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Apartment Purchaser committing any act in contravention of the above provisions, the Apartment Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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

- (d) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Apartment is situated and shall keep portion, sewers, drains pipes in the Apartment and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC part or other structural members in the Apartment without the prior written permission of the Owner/Developer/Promoter and/or Local Competent Authority and the Association.
- (e) Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part

thereof or whereby any increase in premium shall become payable in respect of the insurance.

- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
- (g) Pay to the Owner/Developer/Promoter within 15 days of demand by the Owner/Developer/Promoter his share of security deposit demanded by the concerned local authority /authorities or Government or giving water electricity or any other service connection to the building in which the Apartment is situated-
- (h) To bear and pay increase in local taxes, water charges insurance and such other levies, if any, which are imposed by the concerned local authority and/or the Government and/or other public authority, on account of change of user of the Apartment by the Apartment Purchaser/s viz. user for any purpose other than approved plan/s.
- (i) The Apartment Purchaser/s shall not let, sublet, transfer assign or part with Apartment Purchaser's interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Apartment Purchaser to the Owner/Developer/Promoter under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Owner/Developer/Promoter and until the property is conveyed as aforesaid.
- (j) The Purchaser shall observe and perform all the rules and regulations which the Association of Apartment Owners, may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and

performance of the building rules, Regulations and Bye-laws for the time being of the concerned local authorities and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with terms and conditions of this agreement.

- (k) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Association of Apartment Condominium or their origination, the Purchaser/s shall permit the Owner/Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Association of Apartment Condominium or their origination, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

- (l) The Purchaser/s shall pay and bear payments of G.S.T. and other taxes, levies, cess, charge, surcharge which is / are applicable / may be imposed by the govt. or any authority and such other taxes payable in respect of the said Apartment.

The Purchaser/s also agree and affirm to the Owner/Developer/Promoter that in the event of any claim or demand being made or raised as regards the applicability or liability to pay any G.S.T. or related levy, cess or charge, ancillary or related thereto pertaining to

this contract or any other related arrangement between the Owner/ Developer /Promoter and the Purchaser/s then the burden of such levy, cess or charge shall be solely and exclusively upon the Purchaser and who shall forthwith pay and tender the same immediately on demand by any such authority and/or by the Owner/ Developer/ Promoter without delay or demur and the Purchaser/s shall further keep the Owner/ Developer/Promoter indemnified and harmless against any loss or damage suffered or incurred by the Owner/Developer/Promoter as a result of non-compliance or delay in compliance of the Purchaser/s hereof. If such G.S.T. and other taxes, levies, cess, charge, surcharge is not paid within due time as demanded by the Authority/ies and/or Owner/ Developer/Promoter, the Purchaser/s shall keep the Owner/ Developer/ Promoter indemnified and harmless against payment of the same along with interest as per the Act and Penalty thereupon, if any.

The Purchaser/s shall be liable to pay the GST as per applicable. These amounts will be deposited with Government by the Owner/Developer/Promoter as and when it become due.

THAT the Purchaser/s hereby agrees that the Purchaser/s shall pay to the Owner/ Developer/ Promoter the GST and other taxes, levies, cess, charge, surcharge or any other levies or taxes imposed by the State / Central Act or any other Act, Rule or Notification at the prescribed rates, if applicable from time to time, on entire amount of this Agreement or any specific item therein including extra work, maintenance, M.S.E.D.C.L, etc. immediately on demand by the Owner/Developer/Promoter.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim

save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Owner/ Developer/ Promoter until the said structure of the building is transferred to the Association of Apartment or their origination /, as the case may be or other body and until the project land is transferred to the Association of Apartment / or their origination as hereinbefore mentioned.

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

- 22. Any notice, demand or other communication including but not limited to the Purchaser’s default notice to be served under this Agreement may be served upon any Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

A. To the Purchaser/s -

(Purchaser/s Address)

Permanent Address -

Notified Email ID:

B. To the Developer-

BHANSALI REALTORS,

Prop. - **Mr. Sujay Shirish Bhansali,**

Address – : Bhansali House”, CTS No. 1187/61,
J M Road, Shivaji Nagar, Pune 411005.

Notified Email ID: office@bhansalis.in

In case of more than one Purchaser/s, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser/s onto the above mentioned address or any address later notified by the first mentioned Purchaser/s and the same shall be a sufficient proof of receipt of default notice, letters, receipts, demand notices and other communication by all the Purchaser/s and the same shall fully and effectively discharge the Developer of its obligation in this regard.

In case of change of address of the Purchaser/s, the same shall be informed to the Developer well in advance by the Purchaser/s, failing which all communications and letters posted at the above address shall be deemed to have been received by the Purchaser/s, as the case may be.

- 23.(a) it is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace Apartments/ Units in the said building, if any, shall belong exclusively to the respective purchaser of the terrace Apartment/s and such terrace spaces are intended for the exclusive use of the respective terrace Unit / Apartment purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Owner/Developer/Promoter and / or the Association. The Purchaser/s shall be entitled to erect T.V. antennas only at such places as the Owner/Developer/Promoter shall allow. Dish Antennas shall specifically not be erected without the prior written consent of the Owner/ Developer/ Promoter.
- (b) The exclusive or restricted Terrace use allotted to a Unit / Apartment Purchaser shall always be subject to the Developer's right and authority to depute its representative to go to the terrace for the regular checkup and upkeep, maintenance and for repairing the water storage tanks and lifts, T.V. / Dish antenna etc. at all reasonable time.

The Purchaser/s shall not have any grievances as regards internal road/s which can only be completed after all the buildings in the scheme are duly constructed.

- (c) All un-allotted terraces / parking space or open spaces / areas etc. shall remain exclusively owned by the Owner/ Developer/Promoter unless specifically allotted to any Apartment Purchaser and the Purchaser shall not object

and obstruct to the Owner/ Developer/ Promoter for allotting or using the same in any manner as they may deem fit.

24. That the Owner/ Developer/Promoter shall have necessary lien and first charge on the Apartment for all amounts that the Purchaser is liable to pay to them under this Agreement and the Owner/ Developer/Promoter shall be entitled to recover and receive the same from the Purchaser and shall be entitled to withhold giving possession of said Apartment subject to the payment thereof and of the other liabilities relating to taxation or otherwise.
25. It is specifically agreed and understood by and between the parties that the Owner/ Developer/ Promoter shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Apartments/ Shops /offices. Further, the Purchasers / allottee/s of such Apartment/s shall be liable for payment of aforesaid outgoings only from the date on which the physical possession is given to them or from the date on which a document of conveyance has been executed in his favour by the Developer.

It is further specifically agreed and understood by and between the parties that the Owner/ Developer/ Promoter shall be liable to bear the Property Tax Assessment, if any, payable and that too only if the local competent authority such as PMC, Gram Panchayat etc.

refuses to grant the benefit of non-occupancy in respect of such unsold Flats / Premises, but nothing else, till all such unsold un-allotted Flats/ Premises in the said buildings are sold and disposed off / allotted by the Owner/Developer/Promoter and the purchaser/s thereof is/ are put in possession thereof.

26. It is hereby agreed that prior to the conveyance of said Apartment by the Owner/ Developer/ Promoter, the Purchaser shall not, without the prior written consent of the Owner/ Developer/Promoter transfer, let or sub let the said Apartment or any part thereof or alienate the same in any manner whatsoever.
27. The Purchaser covenants and undertakes that in the event he/ she/ they have acquired right and interest in open spaces, terraces, etc. they shall be duty bound and under obligation to permit the Owner/ Developer/Promoter and /or the authorised representatives of the ultimate body in favour, without let or hindrance , allow right of ingress and egress for laying / repairing / servicing the common service connections situated within such open space, terraces, garden etc.
28. The Owner/ Developer/Promoter hereby state and declare unto the Purchaser that the Owner/ Developer/Promoter shall not be responsible for the property tax assessment / reassessment before the Municipal / other local competent Authorities, to transfer the Water or electricity meter (M.S.E.D.C.Ltd.) in the name of the Purchaser, for the

mutation of the name of the Purchaser or Association of Apartment or their origination in land revenue records.

29. The Purchaser consents and authorises the Owner/Developer/Promoter to utilise and take connections from water, electricity, sewage and drainage lines and other conveniences in the said scheme /building/s as and when they require to do so for carrying on further development.
30. All the power, authorities and rights of the Apartment Purchaser/s herein shall be always subject to the Developer's overall right to dispose of unsold Apartments and all other rights thereto.
31. The Purchaser undertakes that if any certificate, order, no objection etc. is required to be produced by the Purchaser/s under any existing/ future acts, law and rules, the same shall be produced by the Purchaser/s within the reasonable time allowed and without demanding any consideration from Owner/Developer/Promoter.
32. At the time of / before registration of the flat/ unit agreement and conveyance, the Apartment / unit Purchaser shall pay to the Owner/Developer/Promoter the Apartment /Shop/ office / Unit Purchasers' share of stamp duty, L.B.T., GST, outgoings, legal fees, out of pocket expenses and registration charges payable, if any, by him and/ or the said Association on the conveyance or any document or instrument of transfer in respect of the said apartment / said building/s to be executed in favour of the

said Association / apartment purchaser, as the case may be.

33. Any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Owner/Developer/Promoter under this Agreement shall be deemed to have been paid by the Purchaser/s and received by the Owner/Developer/Promoter and acknowledged / credited by the Owner/ Developer/Promoter, only upon Purchaser's submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site / record. Such certificate shall be given by the Purchaser within 15 working days after the payment is made or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Purchaser and Owner/ Developer/Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Owner/ Developer/Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Apartment/ shop/office until Purchaser complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the Apartment/shop/office, if any such certificate is not produced, the purchaser shall on demand made by the Owner/ Developer/ Promoter, pay equivalent amount as interest free deposit with the Owner/

Developer/ Promoter, which deposit shall refunded by the Owner/Developer/Promoter on the purchaser producing such certificate within 4 (Four) months of the possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period, the Owner/Developer/Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

34. The Purchaser hereby declare that they have gone through all the documents related to the said land, various construction permissions etc. and the Apartment purchased by the Purchaser and have expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied have entered into this agreement.
35. The Owner/Developer/Promoter in their sole discretion shall be entitled to provide and grant a right of way over the said land / property or any part thereof for the beneficial enjoyment of any other adjoining property or properties and the Purchaser hereby give his /her /their irrevocable consent for the same and agree and undertake that he/ she/ they shall not at any time raise any objection and/or obstruction thereto.
36. The Owner/Developer/Promoter shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser herein shall have no right to require the enforcement thereof, in his/ her/ their favour or in favour of the said

Apartment agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his /her/ their rights under this Agreement only.

37. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Developer, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule, with quarterly rests.
38. The Owner/ Developer/Promoter shall be entitled to handover amenity space or any other area /premises, said land / Property to the PMC / competent local planning authority or any other concerned authority and Developer alone shall be entitled to all the benefits that may be granted by the PMC / competent local planning authority or any other authority in lieu of the said amenity space and any other reserved area/ premises.

The Owner/ Developer/ Promoter have informed the Purchaser that they may construct the electricity sub-station on any part of the said land / Property, if so required by the electricity supply company/authority and/or the PMC / competent local planning authority or any other authority.

39. **Entire Agreement** - The Agreement sets forth the entire agreement and understanding between the Purchaser and the Owner/Developer/Promoter and supersedes, cancels and merges:

- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Owner/Developer/Promoter prior to the date of execution of this agreement;
 - (b) All the representation, warranties, commitments, etc. made by the Owner/Developer/Promoter in any documents, brochure, hoarding, etc. and /or through on any other medium;
 - (c) The Owner/Developer/Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Owner/Developer/Promoter under this Agreement;
 - (d) The Purchaser agree/s and acknowledge/s that the sample flat constructed by the Owner/Developer/Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Owner/Developer/Promoter are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Owner/Developer/Promoter under this Agreement.
40. Before taking possession of the said Apartment, the Purchaser will be liable to inspect the said Apartment and willfully and completely satisfy himself /herself /themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said Apartment and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said Apartment.
41. **Binding effect** - Forwarding this Agreement to the Purchaser/s by the Owner/ Developer/ Promoter does not create a binding obligation on the part of the Owner/

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

42. Right to amend - This Agreement may only be amended through written consent of the Parties.

43. 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.

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

45. The Purchaser/s shall present at his own cost this agreement as well as the conveyance at the proper Registration office for registration within the time limits prescribed by the Registration Act and forthwith inform the Owner/Developer/Promoter/s the serial number under which the same is lodged and Owner/Developer/Promoter/s will attend such office and admit execution thereof.

46. Joint allottees - That in case there are Joint Purchaser/s all communications shall be sent by the Owner/ Developer/Promoter to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s.

- 47. Stamp Duty and Registration:** - The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s.
- 48. 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 competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 49. Provisions of this agreement applicable to Purchaser/s / subsequent Purchaser/s** - It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said Apartment, in case of transfer, as the said obligation go along with the said Apartment for all intent and purposes.
- 50. Severability** - If any provision of this Agreement shall be determined to be void or unenforceable under the said 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 insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said 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.

51. Foreign Exchange Management Act - The Purchaser clearly and unequivocally confirm/s that in case remittances related to the Total Consideration and/or all other amounts payable under this Agreement for the Flat are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of the Purchaser/s to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other Relevant Laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/ approvals/ no objections to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser/s shall be the sole responsibility of the Purchaser/s. The Developer accepts no responsibility in this regard and the Purchaser/s shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Purchaser/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate in writing to the Developer immediately and comply with all the necessary formalities, if any, under the Relevant Laws.
52. Anti-Money Laundering - The Purchaser/s hereby declare(s), agree(s) and confirm(s) that the monies

paid/payable by the Purchaser/s under this Agreement towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Purchaser/s further declare(s) and authorize(s) the Developer to give personal information of the Purchaser/s to any statutory authority as may be required from time to time. The Purchaser/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/ her/their /its knowledge. The Purchaser/s further agree(s) and confirm(s) that in case the Developer becomes aware and/or in case the Developer is notified by the statutory authorities of any instance of violation of Anti-Money Laundering, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser/s shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Purchaser/s hereby unequivocally agree(s) and confirm(s). In the event of such cancellation/ termination, the monies paid by the Purchaser/s shall be refunded by the Developer to the Purchaser/s in accordance with the terms of this Agreement for Sale only after the Purchaser/s furnishing to the Developer a no-objection / consent letter from the

statutory authorities permitting such refund of the amounts to the Purchaser/s.

53. **Method of calculation of proportionate share wherever referred to in the agreement** - Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other purchasers /allottees in the Project, the same shall be proportionate to the carpet area of the said Apartment to the total area of all the Apartments in the Project.
54. This Agreement shall always be subject to the provisions of the said act and the rules made there under or any other Act for the time being in force in this respect and the rules made there under.
55. 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 jurisdiction for this Agreement.

SCHEDULE-I

(Description of the said "**Land**")

All that piece and parcel of the plot of land admeasuring 579 SqMts bearing Survey No 154A/2/1 Plot A village Baner, Tal. Haveli, Dist. Pune situated within Registration Division and District Pune, Sub Registration Division and Taluka Haveli and also within the local limits of Pune Municipal Corporation and which is bounded as follows -

On or towards :

East : by remaining portion of S.No.154A/2
South : by remaining portion of S.No.154A/2
West : by 30 mtrs. Wide D.P. Road
North : by 24 mtrs. Wide proposed D.P. Road

SCHEDULE-II

Nature, extent and description of common areas and facilities :

COMMON AREAS AND FACILITIES :-

1. The common overhead and underground water tank, pump.
2. The access and approach to the building and staircase, landings, common passages, lift, if provided.
3. All drainage lines, water lines, electrical lines, plumbing network throughout the building/s.
4. All R.C.C. framework structure of the building/s.
5. Common electric/water meters connected to the common lights, water connections, pump sets.
6. Light points out side the building/s and in the staircases, passages, parking area.
7. Overhead top common terrace & lift room top

RESTRICTED /LIMITED COMMON AREAS AND FACILITIES

:-

1. Open / Covered Parking spaces, to the units, all the ground floor spaces/ parking spaces and terraces exclusively allotted for the use and occupation of that particular tenement or it's Purchaser shall be restricted facility for those unit purchaser/s and all open spaces which are not allotted to any purchaser in particular.
2. Side, rear and front margins.

3. All areas etc. which are not covered under aforesaid head "common areas and facilities" are restricted areas and facilities which includes, the marginal open spaces / chowks open to sky, ducts, terraces, parking within the said land and in the building.

SCHEDULE-III

(Description of the said premises)

Shop /Store No. _____ on _____ **Floor** admeasuring _____ **Sq.Mtrs.** of **carpet** area, exclusive area of **enclosed** balcony _____ **Sq.Mtrs.** and Covered Parking Space No. _____ on _____ floor of **Building** project known by the name "**HAUTE CAPITAL**" constructed on the property more particularly described in Schedule-I mentioned hereinabove. The said Shop / Store is shown in red color boundary line on the floor plan annexed hereto as **Annexure-C** and is bounded as under -
ON OR TOWARDS

EAST : by

SOUTH : by

WEST : by

NORTH : by

* At the instance of the Purchaser and subject to terms and conditions agreed herein, the Owner / Developer has preferably kept for the Purchaser **1 (One) Car Parking Space** and the same is more particularly marked in "**Annexure-C**" herein.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE
HEREUNTO SIGNED AND SUBSCRIBED THIS PRESENTS ON**

**THE DATE AND YEAR FIRST HEREINABOVE MENTIONED AT
PUNE.**

SIGNED AND DELIVERED BY THE WITHINNAMED:

**Mr. Sujay Shirish Bhansali
Prop.- BHANSALI REALTORS
“OWNER / DEVELOPER / PROMOTER”**

1.

2.

PURCHASER/s

WITNESSESS -

1. Name:	2. Name:
Address:	Address:
Sign:	Sign :

ANNEXURE – D

(List of proposed specification and amenities of the Units / project)

1. FOUNDATION:

Foundation as per the RCC Consultant's recommendation.

2. STRUCTURE :

RCC framed earth quake resistance structure

3. WALLS :

4. PLASTERING :

Cement plaster for internal wall and sand finish plaster for external wall.

5. FLOORING :

Vitrified Flooring for shops/stores

6. DOORS :

Attractive main door for stores & rolling shutter for shops with locking arrangement.

7. WINDOWS :

8. ELECTRICAL :

Concealed Copper wiring with good quality switches

9. Toilet & Bath

Antiskid flooring, glazed tile upto 7' height. Wall hung European water closet & wash basin with good quality C.P. fitting.

Amenities :

- 1) Fire fighting system.
- 2) Power back up for common lighting, lift.
- 3) Common toilet in parking.
- 4) Drainage and water line.
- 5) Light points outside the building and the staircases/s as well as those in the common parking spaces.
- 6) Lift/Elevator with lift well and elevator equipments.

ANNEXURE –E

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority)

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement / got translated the same and fully understood the contents of the agreement, meaning of various legal, technical words/ terminology through their professional advisors / experts and thereafter same have been executed by all the parties.

Promoter

Purchaser/s.