

AGREEMENT

THIS AGREEMENT is made and executed at Pune on ____
this day of _____, 202____.

BETWEEN

- I) M/S. RISING ASSOCIATES,** a Partnership Firm, incorporated and registered under the Indian Partnership Act, 1932 with the Registrar of Firms, Pune and having Firm Identity No. PN MPA-81467 dated 28/07/2011 and as per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962 having Permanent Account No. AALFR8078G having registered office at A-102, I. C. C. Trade Tower, Senapati Bapat Road, Pune 411016, through its Authorized Partner, **MR. VINEET K. GOYAL**, An Adult, Occupation Business & Agriculturist. As per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962 having Permanent Account No. AEMPG4196B and as per Sec.3 of The Aadhaar (Targeted Delivery of Financial and other Subsidies, benefits and services) Act, 2016 having Unique Identity Number No. 345903287054. Hereinafter, referred to or called as the '**PROMOTER**' (which expression unless repugnant to the context or meaning thereof shall mean and include the said Partnership firm, partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns)

... PARTY OF THE FIRST PART

AND

- II) 1)Name:**

AGE :-----Years.
OCCUPATION :-----
PAN NO:-----

AADHAR NO:-----

Address:-----

Email id:-----

2) Name:

AGE : ---Years.

OCCUPATION : -----

PAN NO :-----

AADHAR :-----

Address:-----

Email id:-----

Hereinafter, referred to or called collectively as **‘THE PURCHASERS/ALLOTTEES’** and individually as **‘THE PURCHASER NO.1 AND PURCHASER NO.2’** respectively (which expression unless repugnant to the context or meaning thereof shall mean and include they themselves, their heirs, executors, and assigns).

... PARTY OF THE SECOND PART
WHEREAS

- A.** All that property area admeasuring 00 Hectares 36 Ares i.e. 3600 sq.mtrs.; out of Survey No.41/2 area admeasuring 02 Hectares 35 Ares, area admeasuring 00 Hectares 94 Ares out of Survey No.27/1A/16 area admeasuring 01 Hectares 21 Ares total admeasuring 01 Hectares 30 Ares i.e. 13000 sq. mtrs.; situated at Village Tathawade within the Registration District Pune, Sub-Registration District Haveli, Taluka –Mulshi and within the limits of Pimpri-Chinchwad Municipal Corporation, which is more particularly described in the **Schedule-I** written hereunder, hereinafter is referred as the **“Said Larger Land”**. The Said Larger Land is purchased property of the Promoter firm and name of the Promoter firm is

recorded in the current revenue record as owner and possessor for the Said Larger Land.

B. For extended villages in the Pimpri Chinchwad Corporation, Pimpri Government of Maharashtra Urban Development Department Notification No. TPS/1815/2012/PRA No.84/15 E.P.-Published/UD-13 dated 06/01/2017 published under section 31(1) of MRTP Act 1966, the Said Larger Land in sanction development plan is shown in partly Residential Zone, Parking & Retail Market. As per Unified Development Control & Promotion Regulations 2020, Rule No. 11.1 read with Table No.11-A, Clause No.5.3 & 12, the Promoter herein has to develop area under reservation admeasuring 3196.49 Sq.mtrs. being well carved out area out of Said Larger Land and which area is more particularly described in Schedule-II written hereunder and hereinafter referred as the “**Reserved Land**”. The Promoter herein decided to develop the reserved land being ground floor and above two floors retail market having constructed area admeasuring 2549.20 Sq.mtrs. and above three parking floors, in light of the aforesaid rules & regulations and hand over the same to the Pimpri Chinchwad Municipal Corporation who is the planning authority for the Said Entire Land. All that separate piece and parcel of the land area admeasuring 00 Hectares 98.1351 Ares i.e. 9813.51 sq. mtrs.; out of the Said Larger Land, which is more particularly described in Schedule-III written hereunder and hereinafter referred as the “**Said Land**”.

C. The Promoter intends to develop that Said Land by constructing multi-storied buildings thereon consisting of residential tenements. Accordingly, the Promoter obtained from Pimpri Chinchwad Municipal Corporation, Pimpri sanction to the building layout of the Said Land having Open Space-1 area, Open Space-2 area, area under 13M wide

internal road & four Buildings/Wings/Tower viz. “Tower-A” & “Tower-D” each tower consisting of basement parking, stilt parking, podium and above twenty floors of residential tenements and “Tower-B” & “Tower-C” each tower consisting of basement parking, stilt parking, podium and above twenty-one floors of residential tenements. There is Sewage Treatment Plant (STP), Organic Waste Converter (OWC) and space for transformer, all together hereinafter, aforesaid project on the Said Land is referred to as the **“Said Project”** and buildings/wings therein are referred as **“Said Buildings/Wings”**.

- D.** The Promoter herein has decided to construct, Said Entire consisting of Tower-A, Tower-B, Tower-C & Tower-D. The aforesaid Project has to be constructed by the Promoter herein by using all type of buildable potential of the Said Larger Land in the light of Unified Development Control & Promotions Regulations 2020 and government notification, orders etc.; issued under Maharashtra Regional Town Planning Act 1966 applicable from time to time to the Pimpri Chinchwad Municipal Corporation, Pimpri.
- E.** The Promoter herein has entered into standard agreement with VK:a architecture, 73/2 Bhakti Marg, Off Law College Road, Erandwane, Pune 4 with Ar. Vishwas Kulkarni registered with the Council of Architect of India having Enrollment No. CA/84/8465, for preparation of design, layout and drawing of the Buildings/ Wings on the said land. Further, Promoter has also entered into standard Agreement with VK:a Architecture having office at 5th Floor, Next Gen Avenue, S.No. 103 Part, CTS No. 2850, Bahiratwadi, Senapati Bapat Road, Pune 411016, for liasioning & obtaining sanctions etc. from the Pimpri Chinchwad Municipal Corporation, Pimpri. The Promoter also entered into standard agreement, with structural engineer Strudcom

Consultants Pvt. Ltd., structural designer company registered under the Companies Act, 1956 and also registered with the Council of Structural Engineers of India having enrollment No.PCMC/STE/0039/2019 and having office at Office No. 201, 2nd Floor, Ekdanta CTS 136, Plot no. 8, Erandwane,Pune-411004, for preparation of structural design of the buildings/wings which are to be constructed on the Said Land. The Promoter also appointed Chartered Accountant, NPSR and Associates partner, Mr. Nandkishor C Lahoti, who is registered with the Council of Chartered Accountant of India having enrollment No. 030518 and having office at Office No. 13-16, MSR Square, Near Queenstown, Behind Chinchwad Railway Station, Chinchwad, Pune - 411033, for accounting, audit and compliances. The Promoter accepted the professional services of Architect, Structural Engineer, Project Manager, Chartered Accountant, consultations, supervision, etc. of the aforesaid Consultants and Professionals till the completion of the Said Entire Project subject to the Promoter's reserved right to change aforesaid consultants, professionals etc. who are registered with the their respective authorities as the case may be before the completion of the Said Entire Project and appoint new consultants, professionals, Architect or structural engineer as the circumstances may require.

- F.** The Promoter herein developing the Project consisting of Building/Wing Tower-A, Tower-B, Tower-C & Tower-D consisting of residential tenements and hereinafter referred as **“Said Project”** and the buildings in Said Project are referred as **“Said Buildings/Wing”**. The Promoter herein further has decided to construct the building/wings out of the Said Project in phases, in other words some buildings/wings constructed will be constructed initially and remaining buildings/wings will be constructed and

completed thereafter as per receipt of sanction from the Development Controlling Authority.

- G.** The Promoter herein alone has sole and exclusive right to sell the Apartments/Flats in the Said Building/Wings to be constructed by the Promoter on the Said Land, to enter into agreements with the Allottees/Purchasers of the Apartments/Flats and to receive sale price in respect thereof. As per Development Control Rules applicable to the Said Project, the Promoter herein has to pay/has paid premium etc. for obtaining additional sanctions being adjacent terraces, top terraces of the passages, staircases and considering this aspect, the Promoter herein has exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein also has sole and exclusive right to lease, mortgage, etc.; the flats, tenements.
- H.** The Allottee/Purchaser herein has shown willingness to purchase Apartment/Residential Tenement in the Said Project and the representative of Promoter has disclosed all the required disclosers as well as informed the Allottee / Purchaser that, the development of the Said Project is in phases, as per The Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as '**RERA**', Maharashtra Real Estate (Regulation and Development) Rules 2017, hereinafter referred '**MRER**', the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, hereinafter referred to as '**MOFA**' and The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Rules 1964 hereinafter referred '**MOFR**'.
- I.** The Allottees/Purchasers herein have demanded from the Promoter and the Promoter has given inspection to the Allottees/Purchasers of all the documents of title relating to

the Said Land, plans, designs and specifications. After aforesaid enquiry and demand of inspection of documents of the Allottees/Purchasers, the Promoter herein has requested Allottees/Purchasers to carry out independent search by appointing their own Advocate and to ask any further queries, they may have regarding the marketable title of the Promoter towards the Said Entire Land and rights & authorities of the Promoter herein. After Allottees/Purchasers were satisfied as aforesaid they have decided to have an Apartment/Residential Tenement in the Said Project and made Application dated __/__/202__ with required application amount for allotment of Apartment/Residential tenement as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottees/Purchasers and allotted Apartment/Residential Tenement No. _____ in Tower No. __ to the Allottees/Purchasers as per Allotment Letter dated __/__/202__. Aforesaid apartment along with appurtenances thereto is more particularly stated in **Schedule-IV** written hereunder and hereinafter referred as the **“Said Apartment”**.

- J.** The Promoter herein has obtained sanctions and permissions as disclosed in Sub-Clause No. 1.4, 1.5 & 1.6 hereunder written and further sanctions and permissions from respective authorities for additional balance buildable potential and construction in pursuance thereof will be obtained in due course of time, as required. While sanctioning the layout plans for the Said Land, the concerned Development Controlling Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Project and construction of Said Buildings and upon due observance

and performance of which only the completion and occupation certificate in respect of the Said Buildings shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Entire Project and after obtaining completion and occupation certificate, each tenement holder in the Said Project and Co-Operative Housing Society which will be formed as stated hereinafter, have to observe such terms and conditions as imposed under Development Control Rules applicable to Pimpri Chinchwad Municipal Corporation, Pimpri, Maharashtra Regional Town Planning Act and the Maharashtra Municipal Corporation Act and Rules under respective Acts.

- K.** The Said Land with Layout Plan of the Said Entire Project is shown on the plan annexed hereto as **Annexure-1**. The floor plan of the Said Apartment allotted to the Purchaser herein, is annexed hereto as **Annexure-2**. The parking floor plan denoting exclusive parking space for the said apartment, is annexed hereto as **Annexure-3**. The specifications for the building and specifications for the apartment therein is stated in **Annexure-4** annexed hereto. Common facilities and restricted facilities for the Said Project are stated in **Annexure-5** annexed hereto. Copy of the sanction letter / Commencement Certificate No. ----- dated - ----- issued by Pimpri Chinchwad Municipal Corporation, Pimpri is annexed hereto as **Annexure-6**, Copy of the Non – Agricultural permission dated ----- having outward no.NA ----- is annexed hereto as **Annexure-7**. Copies of 7/12 extract showing the name of the Promoter for the Said Land are annexed hereto as **Annexure-8 and 9**. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as **Annexure-10**. Copy of Certificate of Registration of the Said Entire Project

issued by Real Estate Regulatory Authority State Of Maharashtra is annexed hereto as **Annexure-11**. Copy of the Environmental Clearance Certificate is annexed hereto as **Annexure-12**.

- L.** The Allottees/Purchasers herein are aware that, the Promoter herein has entered or will enter into similar separate agreements with several other persons in respect of the other apartments in the said entire project.
- M.** Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottees/Purchasers have agreed to purchase the Said Apartment and the parties hereto therefore, have executed this Agreement to Sell, to witness the terms and conditions thereof, in compliance of Section 13 of RERA, Rule 10 of MRER, Section 4 of the MOFA and Rule 5 of MOFR as applicable with required modification in light of Said Entire Project. The parties hereto desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN:

Prior to enter into present transaction the Promoter herein disclosed to the Purchaser as under:

- 1.1 The Promoter herein has disclosed its incorporation details by providing for inspection copy of its Partnership Registration Certificate which shows that, the Promoter is a Partnership Firm, incorporated and registered under the Indian Partnership Act, 1932 with the Registrar of Firms, Pune, as per Section 139A of Income Tax Act, 1961 read with Rule 114B of Income Tax Rules, 1962 having Permanent

Account No. AALFR8078G having registered office at A-102, I. C. C. Trade Tower, Senapati Bapat Road, Pune 411016.

- 1.2 The Promoter herein discloses that it has made application u/S. 4 of The Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder by the State Of Maharashtra for registration with Real Estate Regulatory Authority, State of Maharashtra for the Said Entire Project and received registration certificate having Registration No. P52----- dated -----, copy of which is annexed hereto as **Annexure-11**.
- 1.3 The Promoter herein states that, Said Land is owned and possessed by the Promoter free from all encumbrances, charges or claims and its name is shown in revenue record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The Promoter is entitled to develop the Said Land, to deal with constructed tenements in the Said Entire Project therein and transfer said all buildings/wings in favour of respective Co-Operative Housing Societies of the tenement holders in respective buildings/wings and transfer land and common amenities in favour of Co-Operative Housing Association. The Promoter herein has got investigated the rights, authority and title of the Promoter towards the Said Entire Land from Advocate and copy of the certificate title is annexed hereto as **Annexure-10**.
- 1.4 The Promoter herein has disclosed to the Allottee/Purchaser that, the Promoter is developing the Said Property under project name '**Kohinoor Sapphire-III**' by using permissible total buildable potential as stated in Clause No. 1.7 hereunder written sanction by Pimpri Chinchwad Municipal Corporation and constructing multi-storied buildings thereon consisting of residential tenements and accordingly obtained from Pimpri Chinchwad Municipal Corporation

Pimpri sanction to the building layout of the Said Project consisting of Tower-A, Tower-B, Tower-C, Tower-D and Inclusive Housing Units each consisting of basement parking, stilt parking and above twenty one floors of residential tenements. On the podium, there is Club House consisting of multipurpose hall, gym, yoga deck etc.

- 1.5 The Promoter herein has disclosed to the Allottee/Purchaser that, as per present sanctioned Building Plans vide commencement certificate No. ----- dated -----, sanctioned by Pimpri Chinchwad Municipal Corporation, Pimpri and as per current sanction, (i) 'Tower-D' is sanctioned for basement parking, stilt parking, podium and above 18 floors and further sanction for above two floors are yet to be received, (ii) 'Tower-C' is sanctioned for basement parking, stilt parking, podium and above twenty-one floors, (iii) 'Tower-B' is sanctioned for basement parking, stilt parking, podium and above twenty-one floors are yet to be received, and (iv) 'Tower-A' is sanctioned for basement parking, stilt parking, podium and above twenty-one floors are yet to be received,
- 1.6 The Promoter herein states that, the Promoter has not utilized any part of the buildable potential/floor space index permissible for Said Land elsewhere for any other purpose whatsoever. The Promoter shall have, right of pre-emption or first right to utilise the residual or available buildable potential, FSI, TDR, paid FSI, FSI being compensation granted against transfer of any portion of the Said Land being area under reservation to the Pimpri Chinchwad Municipal Corporation, or which may be increased for whatsoever reason, by constructing or raising any additional floors of the buildings/wings which are under construction or to be constructed on the Said Land. The Allottees/Purchasers herein by executing these presents have given

their irrevocable consent for the aforesaid purposes and separate consent will not be required.

- 1.7 In the Said Project maximum permissible buildable potential is **admeasuring ----- Sq.mtrs. and in addition to ----- Sq.mtrs. permissible for inclusive affordable housing i.e. LIG/MIG MHADA Building being entire buildable potential of the Said Land.** The Promoter herein states that, considering the total built up area of the Said Entire Project is more than 20,000 sq.mtrs., Environmental Clearance is required as per Central Government Ministry of Environment, Forest and Climate Change, Notification dated 14/11/2018 published in the Gazette of India, Extraordinary Part-II Section-3-Sub-Section-(ii). Accordingly, the Promoter has submitted the proposal to the State Level Environment Impact Assessment Authority Maharashtra which is under consideration by the Authority as per Environment Impact Authority Notification-2006 & Environmental Clearance Certificate is yet to be received but the Promoter herein has commence the construction less than 20,000 Sq.mtrs. built-up.
- 1.8 Subject to conditions stated in Clause No.8 hereunder written which shall be applicable Mutatis Mutandis, the Said Project will be completed on or before **_____**.
- 1.9 The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewage and waste water the Promoter will provide adequate capacity storm water drain discharge in recharge pits and for sewage, waste water and solid waste will have installed adequate capacity Sewage Treatment Plant (STP) and has also installed Organic Waste Converter (OWC) as per conditions imposed in Environmental Clearance Certificate. Upon conveyance of the initially constructed buildings /wings, in favour of Co-Operative Housing Society of tenement holders in respective

society, such STP and OWC has to be maintained and kept working as per conditions imposed by concern authority at the cost and risk of members of such societies and societies, also be liable for cause and consequences of non-observation and non-performance of such conditions.

- 1.10 The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space for installation of Transformers as per norms of Maharashtra Electricity Distribution Company Limited, the Promoter will apply for necessary electricity supply for the Said Project by paying necessary charges for the same. On installation of such Transformer necessary cables upto each building will be laid down and for each building for the energy meter sufficient space will be provided and for each Flat/Apartment separate energy meter will be provided as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Genset Backup facility. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity from Maharashtra Electricity Distribution Company Limited then for such deficiency the Promoter will not be liable and the tenement holders in the Said Entire Project shall have solutions for such deficiency at their own cost and risk. The Allottee/ Purchaser with due diligence accepted the aforesaid disclosure.
- 1.11 The Promoter herein has informed and disclosed to the Allottee/ Purchaser herein that, Said Land is within the periphery of Pimpri Chinchwad Municipal Corporation and in light of provisions of Maharashtra Municipal Corporation Act and Development Control Rules applicable to the aforesaid Corporation, the Promoter herein will apply for

water connections for the Said Entire Project/Said Project from time to time and connect the such water connections for water storage tanks as per sanctioned Building plan and from such water storage tank proper water connection in each tenement in the project will be connected. The Promoter further specifically disclose that, though the Promoter, providing water as aforesaid by adopting aforesaid method, if the water supply available out of that method is found insufficient for the occupants in the project, then additional required water supply has to be procured by the Occupants/Purchasers and their respective Co-Operative Housing Societies at their cost.

- 1.12 The Promoter herein states that, in the Said Project the specifications for each building in the Said Project and specifications for each Apartment in the said buildings are more particularly stated in **Annexure - 4** annexed hereto.
- 1.13 The Promoter herein state that, for the Said Project, there are common facilities and restricted common facilities for the residential tenements in the Said Project as stated in **Annexure-5** annexed hereto.
- 1.14 The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as stated in preamble paragraph No.5 hereinabove written.
- 1.15 The Promoter herein to disclosed and provided to the apartment Allottee/purchaser for inspection copies of demarcation plan, layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction as stated in Sub-Clause No. 1.4 & 1.5 is yet to be receive and Promoter will obtain the same in due course by utilizing all type of buildable potential of the Said Land as per development control rules and regulations applicable for the Said Land from time to time till the

completion of Said Project in all respect by receiving full and final completion certificate.

- 1.16 The Promoter herein has disclosed as to the date of delivery of possession of the Said Apartment to the Allottee/Purchaser as stated in Clause No. 8 hereunder written.
- 1.17 The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottee/Purchaser of the apartments in the Said Entire Project to be constituted and to which title is to be passed as stated in Clause No. 11 hereunder written.
- 1.18 The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee/ Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter herein, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee / Purchaser the Promoter herein has given all information to the Allottee / Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter herein and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee/Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter herein in respect of the Said Land and further rights and authority of the Promoter herein to enter into this agreement.
- 1.19 The Promoter herein informed the Purchaser that during actual construction, the room sizes or the carpet area of the said Tenement may or likely vary upto 5% than as stated in Annexure-2 annexed hereto & Schedule-II written hereunder in such case if area found less or more than 5%, then the

proportionate consideration amount as agreed in this instrument will be liable to be refunded by the Promoter or be paid by the Allottees/Purchasers hereto as the case may be, at the time of delivery of possession of the Said Apartment by the Promoter to the Allottees/Purchasers herein as stated in Clause No. 8.

2. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDING PLANS AND CONSTRUCTION ACCORDINGLY:

As stated in Sub-Clause No. 4, 5 & 6 of Clause No.1 hereinabove written, the Promoter has obtained sanction to the building layout and partial sanction for building plans being buildings/wings, as well as partial sanctions for certain floors of certain buildings and hence the balance sanction is yet to be received by using balance available buildable potential from Pimpri Chinchwad Municipal Corporation. The Allottee/ Purchaser herein has seen sanctioned layout for the Said Land and considering partial sanction of buildable potential, the Promoter herein has informed to the Allottee/Purchaser herein that, the further sanctions will be obtained and in light of Development Control Rules applicable to the Pimpri Chinchwad Municipal Corporation from time to time and notifications and circulars issued by the State Government from time to time, there may will be required to have the alteration and changes in building plan being horizontal/vertical changes which includes increase or decrease floors & tenements as the case may be of the buildings/wings. Allottee/Purchaser herein with due diligence perused the present sanction and intention of the Promoter as to the changes/alteration in sanction layout and further sanction to the buildings/wings plans with variation in light of the aforesaid intention as well as may be considered necessary or as may be required by concerned development controlling authority / Government,

in light of Development Control Rules applicable from time to time till the receipt of full and final completion for the Said Entire Project.

The Allottee/Purchaser herein has well understood that, to use balance FSI of Said Land, paid FSI and permissible TDR on Said Land and FSI which will be received to the Promoter from the Development Controlling Authority, considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for the building plan with horizontal/vertical changes of the building/wings, construction of which is yet to be commenced as per Said Layout Plan for the Said Land. For the aforesaid purpose the Allottee/Purchaser herein by executing these presents with due diligence has given consent and further assured to the Promoter separate consent will not be required.

Provided that, the Promoter shall have to obtain prior consent in writing from the Allottee/Purchaser herein in respect of such variations or modifications which adversely affect the Said Apartment which the Allottee/Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

The Allottee is well aware that the Promoter will construct buildings based on future potential as maybe available. The Allottee assures that after possession of the said apartment he shall not cause any hindrance/obstruction/objection to the movement of man and machinery required to construct the future buildings/structures.

3. CONSIDERATION OF THE SAID APARTMENT:

- A. Considering the present status of construction of the said building at site in which the said tenement is situated and further in light of the Purchaser having agreed to pay the consideration as stated sub-para 'B' hereunder written, the

Promoter has agreed to sell and Purchaser herein has agreed to purchase, all that, residential tenement being Apartment/Flat No. _____ situated on __ floor in the Tower No.____, which tenement is more particularly described in the **Schedule-IV** hereunder written and shown floor plan annexed hereto as **Annexure-2** i.e. Said Apartment, at or for total lump-sum consideration of **Rs._____/- (Rupees only)**

including price for proportionate utilization of the common areas and facilities appurtenant to the Said Apartment, subject to the encumbrance of the limited areas and facilities, but excluding all expenses of Stamp Duty and Registration Fees, Goods & Service Tax (GST = CGST + SGST), Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cess, etc., which may be levied by Local Authority, State or Central Government same have to be paid by the Allottee/Purchaser to the Promoter or concerned authority separately and if such amount is paid by the Allottee/Purchaser to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser. The Promoter herein has agreed to provide the specification in the Said Apartment, which are more particularly described in the Annexure-4 annexed hereto. The nature extent and description of the common / limited common areas and for residential tenements in Tower-A, Tower-B, Tower-C and Tower-D are more particularly described in the Annexure-5 annexed hereto.

It is specifically agreed and understood between the parties hereto that, the Allottee / Purchaser herein has agreed to purchase and Promoter herein has agreed to sell the Said Apartment on ownership basis at the rate on carpet area of the Said Apartment on lump-sum basis, at or for consideration as stated hereto before.

- B. The Allottee / Purchaser herein is well aware that, the building / wing in which the Said Apartment is situated is under construction on the Said Land, construction of which is in progress and considering the present status of the construction of the same, the Allottee / Purchaser has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

PAYMENT SCHEDULE	
Before Agreement	10%
After Agreement signing	20%
At the time of Completion of Plinth	15%
At the time of Completion Of 2nd slab	10%
At the time of Completion Of 5th slab	10%
At the time of Completion Of 9th slab	5%
At the time of Completion of RCC Work of staircase, lift well, lobbies upto the floor level of said flat	5%
At the time of Completion Of Walls, External Plaster, Waterproofing of building/wing of said flat	5%
At the time of Completion of Flooring, windows and doors of said flat	5%
At the time of Completion of Electrical items, Entrance lobbies, External plumbing lines of building/wing of said flat	5%
At the time of Completion of Lifts, Water pumps, Paving of areas around wing of building/wing of said flat	5%
At the time of offer of Possession	5%
Total	100%

The Promoter herein has informed to the Purchaser that, the construction of the said buildings/wings as well as apartments therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Purchaser shall be liable to pay the installment as per the work progress as stated hereto before.

The Allottee/Purchaser herein shall pay the aforesaid consideration along-with all applicable taxes, etc. to the Promoters herein on due date or within 7 days from the Allottee / Purchaser receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoters calling upon the Allottee/Purchaser to make the payment.

Payment in time is the essence of the contract.

The Promoter herein informed to the Purchaser herein that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser by Cheques / Demand Draft/RTGS issued / drawn in the name of _____', with _____ bank having **A/c. No.**_____ and payment towards Stamp Duty and Registration Fees, Goods & Service Tax (GST = CGST + SGST), Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cess, etc., which may be levied by Local Authority, State or Central Government, taxes, etc. has to be made by the Purchaser by cheque/Demand Drafts/RTGS issued /drawn in the name of '_____', with _____ bank having **A/c. No.**_____ should be made payable at Pune OR by direct transfer to the aforesaid account with IFSC Code No._____

- C. The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee / Purchaser which shall only be applicable on subsequent payments.
- D. The Allottee / Purchaser authorizes the 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 Promoter may in its sole discretion deem fit and the Allottee / Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the installments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, on all the amounts which become due and payable by the Allottee / Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay, by the Promoter against delay in payments by the Allottee / Purchaser.

5. TERMINATION OF AGREEMENT:-

- 5.1 Without prejudice to the right of the Promoter to charge interest in terms of Clause No.4 hereinabove written on Allottee / Purchaser committing any default in payment on due date of any amount due and payable by Allottee to the Promoter under this Agreement (including his/her proportionate share in taxes levied by concern local authority, State or Central Government and other outgoings) and on the Allottee/Purchaser committee three default of payment of installments/Sub installments or Allottee / Purchaser herein violates any terms and conditions of this agreement for whatsoever reason then,

the Promoter herein shall have absolute right and authority to terminate this agreement by giving prior 15 days' notice in writing to the Allottee by register post A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of his intention to terminate this agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and the Allottee / Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee / Purchaser herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Allottee/Purchaser under this agreement towards the Said Apartment also stands cancelled and the Allottee/Purchaser shall only have right to have refund of the amount without any interest subject to condition stated in Sub-Para No.5.4 hereunder written on execution and registration of Cancellation Deed.

- 5.2 For whatsoever reason if the Allottee / Purchaser herein desires to terminate this agreement / transaction in respect of the Said Apartment then, the Allottee / Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee / Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Apartment with prospective buyers.
- 5.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Apartment between the Promoter and Allottee / Purchaser herein terminated as stated in sub-para 5.1 and 5.2 hereinabove written then all the instruments under whatsoever head executed between

the parties hereto or between the Promoter and Allottee / Purchaser herein shall stand automatically cancelled and either party shall have no right, title, interest or claim against each other except as provided hereinafter.

- 5.4 On termination of transaction in respect of the Said Apartment as aforesaid the Allottee / Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Apartment by the Promoter as under: -
- 5.4.1 If the Promoter able to dispose of the Said Apartment for the same consideration or higher consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Allottee / Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head after deduction of 10% of the Consideration Amount towards liquidated damages, administration and other expenses etc.
- 5.4.2 If the Promoter able to dispose of the Said Apartment for the lesser consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Promoter herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Allottee / Purchaser herein to the Promoter towards the part consideration of the Said Land and shall refund balance amount after deduction of 10% of the Consideration Amount towards liquidated damages, administration and other expenses etc without any interest or any additional amount under whatsoever head and

accordingly the Allottee / Purchaser herein shall be entitled to receive the same.

- 5.4.3 The Allottee/Purchaser herein is not entitle to receive refund of amount paid by the Purchaser to the Promoter for payment of GST or any other taxes, cesses, Stamp Duty, Registration Fee, etc.
- 5.4.4 If the Allottee/Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Allottee/Purchaser herein is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute releasing the encumbrance of loan and interest thereon upon the Said Apartment.
- 5.4.5 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee/Purchaser herein shall only have right to have refund of the amount on execution of Cancellation Deed, since his/her/their all other rights under this agreement automatically extinguished, on termination as stated in Sub-Clause-5.1 and 5.2 hereinabove written.
- 5.4.6 Without prejudice to the aforesaid statement and conditions, on termination as aforesaid if within 30 days from the date of termination the Allottee/Purchaser herein do not come forward to have refund on execution and registration of Cancellation Deed, then the Promoter shall have liberty to knock the door of the Maharashtra Real Estate Regulation Authority and have appropriate order at the cost and risk of the Allottee/Purchaser.
- 5.5 Notwithstanding any of the above clauses in the event of the Promoter being unable to give possession of the Said Apartment on the due date, for reasons of there being any

adverse order being passed in any proceeding by any Court, the Allottee / Purchaser will be entitled to terminate this agreement by issuing proper letter in writing and on such termination the Promoter shall within 60 days of receipt of such termination letter, refund the entire amount received under this agreement with interest @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, at the time of the Allottee/Purchaser herein executing proper registered Cancellation Deed by producing dues payable to the financial institute against the mortgage of the Said Apartment after deducting the amount payable by such financial institute by the Allottee/Purchaser herein and such due amount will be paid by cheque/demand draft by the Promoter to such financial institute on behalf of Allottee/ Purchaser herein, on execution of proper Release Deed by such financial institute releasing the encumbrance on the Said Apartment. For aforesaid Release Deed, the Allottee/Purchaser herein at the time of execution and registration of Cancellation Deed, shall execute Special Power of Attorney, appointing Promoter herein as the constituted attorney to represent Allottee/Purchaser before aforesaid financial institute to repay loan along with interest from the consideration to be refunded and get executed Release Deed to release the mortgaged encumbrance of such financial institute.

- 5.6 Notwithstanding contents herein above written in this clause, it is specifically agreed and understood that, if the Allottee / Purchaser fails to present himself /herself/ themselves for execution and registration of Cancellation Deed on or before such specified date as called by the

Promoter, then for the period from such date till Allottee/ Purchaser executing such Cancellation Deed, the Allottee /Purchaser is not entitled and the Promoter herein is not bound to pay the interest on the amount so-far paid by the Allottee / Purchaser to the Promoter.

6. OBSERVATION OF CONDITIONS IMPOSED BY DEVELOPMENT CONTROLLING AUTHORITY AND OTHER SANCTIONING AUTHORITIES:

- 6.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority as well as other sanctioning authorities at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee / Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Apartment. The Allottee / Purchaser herein as well as Co-Operative Societies of the tenement holders in respective buildings/wings at their own cost and risk shall observe, perform, kept in working/operating all machineries, plants etc. in light of terms, conditions, stipulations and restrictions, if any, imposed in such sanctions, permissions, orders issued by the concerned development controlling authority and other sanctioning authorities at the time sanctions, permissions, orders, certificates etc. and further observe all development controlling rules, environmental rules etc. applicable to the Said Entire Project.
- 6.2 In light of Development of Said Entire Project on the Said Land and various permissions, D.C. Rules etc. with its complying conditions, the Promoter herein as stated hereinabove has to provide rain water harvesting, water

treatment plants, Sewerage/ Effluent Treatment Plant, fossil fuel generators, Dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system/equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc., if any and accordingly the Promoter will comply the same but after receiving completion certificate and commencement of operations aforesaid things, after conveyance of building as stated in Clause No.12, buyers of the tenements in the Buildings/Wings and respective organizations as stated in Clause No.11 hereunder written, have to continue to maintain, upgrade, run the above mentioned equipment's, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee/Purchaser agrees to contribute to costs involved in these processes on prorata basis or as decided by the concern society. The Allottee/Purchaser will not hold the Promoter accountable for any penalty or action taken by any authority for failure on the part of Allottee/Purchaser or the concerned society, to comply with the required laws and procedures for obtaining consents, certification, permissions etc. for operation, upgradation, modification, periodic monitoring and maintenance of such equipment's/devices and processes.

7. SPECIFICATIONS AND AMENITIES:

The fixtures and fittings with regards to the flooring and sanitary fitting and amenities like one or more lifts with particular brand or price range (if unbranded) to be provided by the Promoter in the Said Apartment and Building in which the Said Apartment is located as are set out in Annexure-4 annexed hereto. Common & restricted common amenities and facilities for the project on the Said

Entire Land are stated in the Annexure-5 annexed hereto.
(Repetition See. Clause No.17.1)

8. DELIVERY OF POSSESSION:

- 8.1. The Promoter shall give possession of the Said Apartment to the Allottee/Purchaser on or before __ ____, 202__.
- If the Promoter fails or neglects to give possession of the Said Apartment to the Allottee/Purchaser herein on account of reasons beyond his control and of his agencies employed for construction, as per the provisions of Section 8 of MOFA & Section 18 of RERA, by the aforesaid date or the date or dates prescribed in Section 8 of the MOFA & Section 18 of RERA, then the Promoter shall be liable on demand to refund to the Allottee/Purchaser the amounts already received by the Promoter in respect of the Said Apartment with simple interest payable at minimum lending rate of State Bank of India, highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, from the date the Promoter received the sum till date the amounts and interest thereon is repaid/refunded by the Promoter to the Allottee/Purchaser such amount shall be a charge on the Said Apartment, subject to prior encumbrances if any.

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

- i. War, civil commotion, epidemic/pandemic or act of God.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from

the Development Controlling Authority or Competent Authority as to mandatory change in construction.

- iii. The Allottee / Purchaser has / have committed any default in payment of installment as mentioned in Clause No.3 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Apartment, in terms of these present.
- iv. Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.
- v. Delay by Government, semi-governmental departments in issuing or granting of any necessary permission to construct and/or completion of the Said Project. Delay in grant of any NOC/ permission/ license/ connection installment of any services such as elevators, electricity and water connections and meters to the scheme/ Apartment/ road etc. or completion/occupancy certificate from any appropriate authority
- vi. Any extra work / addition required to be carried in the said Apartment as per the requirement and at the cost of the Allottee/Purchaser.
- vii. The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy/completion certificate. However, if the local authority delays issuing the certificate beyond 21 days after submission of all required documents/N.O.C's for occupation, then same shall not be construed as delay on the part of the Promoter in obtaining Occupancy/Completion Certificate

- 8.2. After completion of construction of the Said Apartment and within 7 days from the receipt of completion/occupation certificate from concerned authority and after due payments made by the Allottee as per the Agreement the Promoter herein shall offer in writing the possession of the Said Apartment to the Allottee/Purchaser and after inspecting the Said Apartment in all respect and being satisfied that same is as per terms and conditions of this agreement, Allottee/Purchaser shall take the possession of the Apartment from the Promoter, within 15 days from the receipt of aforesaid offer in writing, after executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement. Accordingly, the Promoter shall give the possession of the Said Apartment to the Allottee/Purchaser on complying all compliances as agreed in this present.
- 8.3. The Promoter specifically informed the Allottee/Purchaser that, the Said Project is a project consisting of 5 Buidings/Wings, common amenities like club house, landscaped garden, etc. and the construction of such common amenities will be completed in due course within 12 months, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan of the Said Land and considering this aspect, in light of written intimation as stated here to before issued by the Promoter to the Allottee/Purchaser herein, the Allottee/Purchaser herein shall have to take the possession as stated above and is not entitled to refuse to take the possession on ground of non-construction of aforesaid common amenities to the Said Project.
- 8.4. In case, the Allottee/Purchaser fails to take the possession within stipulated period as stated hereto before, since the occupation/completion certificate is received, the

Allottee/Purchaser shall continue to be liable to pay maintenance charges and all other statutory payments to the concerned authorities and interest being penal interest @ 1.25% per month or part thereof to the Promoter from the date of receipt of occupation/completion certificate.

- 8.5. If the Promoter herein, fails to complete the construction of the Said Apartment, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Allottee/Purchaser and the Promoter herein, if the Allottee/Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Allottee/Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of Rs.30/- per sq.mtrs. of carpet area of the Said Apartment for per month, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the said apartment is completed and ready for handing over the possession to the buyer of the apartment. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Apartment. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Allottee/Purchaser, will not amount that the delay is condoned. In circumstances, where the Allottee/Purchaser has failed to pay the due installments on due date, same will amount to breach of aforesaid condition and Allottee/Purchaser will not be entitled to receive the aforesaid compensation for delay in possession.

It is further agreed between the parties hereto that, after receiving the possession of the said apartment by the Allottee/Purchaser in pursuance of this clause, the Allottee/Purchaser herein shall not be entitled to raise any

objection or to demand any amount under whatsoever ground from the Promoter herein.

9. DEFECT LIABILITY:

The Allottee/Purchaser herein shall take the possession of the Said Apartment within stipulated period as stated in Clause No.8.2 hereinabove written.

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

Provided that, defect liability of the Promoter for the standard fittings, machinery including generator set for backup, STP, OWC, electric pumps, waste management plants, lift, gas line if any, security equipments if any, dalar System if any, will be as per the warranty provided by the respective manufacturer /supplier.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee/Purchaser to take the possession of the Said Apartment or from the date the Allottee/Purchaser took the possession of the Said Apartment, whichever is earlier.

Provided however, that the Allottee / Purchaser shall not carry out any alterations of the whatsoever nature in

the Said Apartment or in the fittings therein, in particular it is hereby agreed that the Allottee / Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any erection 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 Promoter, the defect liability automatically shall become void.

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

The word defect here means only the manufacturing defect caused on account of willful neglect on the part of the Promoter and shall not mean defects caused by normal wear and tear, negligent use of Apartment by the occupants, vagaries of nature etc. Defects in fittings and fixtures are not included therein.

That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Apartment/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celcius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a jointly nominated surveyor who shall survey

and access the same and shall then submit a report to state the defects (if any) in materials used, in the structure built of the Apartment/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

10. USE OF THE SAID APARTMENT:

- 10.1 The Allottee / Purchaser herein shall use the Said Apartment or any part thereof or permit the same to be use only for purpose of residence as per sanction building plan. The Allottee / Purchaser shall use the Said Apartment or any part thereof or permit the same to be use only for residential purpose as shown in the sanctioned plan and owners/occupiers shall not use the same for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.
- 10.2 After receiving the possession of the Said Apartment, the Allottee / Purchaser herein for whatsoever reason desires to grant the use of the Said Apartment to any third party on leave and license basis or otherwise, than he should have prior written consent of the Promoter till formation of Co-operative Housing Society and thereafter consent of such society in writing and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee / Purchaser herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the Said Apartment.
- 10.3 The Allottee / Purchaser or occupant of the Said Apartment, shall use parking space only for parking his / her / their own vehicle only. The apartments holders/occupiers in the said entire project shall not be entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and

further any apartment holder / occupier in the project shall and will not entitle to park his/her/their any two / four wheeler vehicle in drive way.

11. FORMATION OF ORGANISATION FOR TENEMENT HOLDERS ON THE SAID LAND:

- 11.1. In the Said Entire Project on the Said Land, there are 4 Buildings/Wings/Towers viz. Tower-A, Tower-B, Tower-C and Tower-D. To undertake maintenance of each Building/Wings and common facilities for the each building conveniently, the Promoter herein has decided to form separate Co-operative Housing Societies for the tenement holders in each of the four Buildings/Wings/Tower. On completion of construction of each building, out of the Said Project, separate co-operative housing society will be formed respectively under names '**Kohinoor Sapphire-III**' Tower-A Co-Operative Housing Society Ltd.' consisting of tenement holders of such Building/Wing Tower-A, '**Kohinoor Sapphire-III**' Tower-B Co-Operative Housing Society Ltd.' consisting of tenement holders of such Building/Wing Tower-B, '**Kohinoor Sapphire-III**' Tower-C Co-Operative Housing Society Ltd.' consisting of tenement holders of such Building/Wing Tower-C and '**Kohinoor Sapphire-III**' Tower-D Co-Operative Housing Society Ltd.' consisting of tenement holders of such Building/Wing Tower-D.
- 11.2. The aforesaid 4 co-operative housing societies shall form themselves into '**Kohinoor Sapphire-III Co-Operative Housing Association.**'
- 11.3. For common amenities Club House, Gym etc. in open space no.1 be provided for exclusive use of tenement holders in Building/Wing Tower-A, Tower-B, Tower-C and Tower-D maintenance charges same will be borne by their respective

co-operative housing societies in equal share to the co-operative housing association.

- 11.4. In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the Apartment / Flat holders in the said buildings/wings which is under construction or to be constructed on the Said Land and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative housing society, has entered into this transaction.
- 11.5. To enable the Promoter to form the society as aforesaid, the Allottee / Purchaser herein shall join in forming and registering the Society, from time to time sign and execute application for registration, membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the societies in the said entire project under section 10 of the MOFA and Section 19 of the RERA, within the time limit prescribed by Rule 8 of the MRER. No objection shall be taken by the Allottee / Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be or any other governmental authority.

12. CONVEYANCE DEED:

The Promoter herein has made full and true disclosure as to how the Said Entire Project on the Said Land will be completed, i) Building/Wing Tower-A, Tower-B, Tower-C &

Tower-D with common amenity, open space no.1 and 2 as aforesaid.

Considering the provision Sec.17 of RERA & R.9 of MRER, Sec.11 of MOFA & R.9 of MOFR, the Promoter has decided after completion of construction of respective Building/Wing, formation of Co-Operative Housing Society of Apartment holders in such respective Building/Wing and receipt of full consideration along-with all dues from all Apartment holders in such Building/Wing, the Promoter within 3 months will convey such Building/Wing being structure with used buildable potential in favour of such building society. Further, after conveyance of Building/Wing Tower-A, Tower-B, Tower-C & Tower-D the Promoter will form Association of aforesaid 4 societies and thereafter within 3 months the Promoter will convey the Said Land and open space with common amenities provided in such open space.

13. REGISTRATION OF THIS AGREEMENT:

The Allottee / Purchaser herein shall present this Agreement as well as the conveyance of the said buildings/wings and said land at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with copy of registration receipt from the Allottee / Purchaser herein.

14. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee / Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing Society/Association in which the Allottee / Purchaser will be member.

15. PAYMENT OF TAXES, CESSSES ETC:

- 15.1 The Allottee / Purchaser herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST = CGST + SGST), with effect from 01/07/2017 and same has to collected by the Promoter from the buyer of the Apartment/Flat and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made there under from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee/ Purchaser herein for the transaction in respect of the Said Apartment/Flat between the Promoter and Allottee /Purchaser. As per the provisions under the aforesaid Acts & Rules, the Promoter herein has to collect the aforesaid GST from the Purchaser/Buyer of the Apartment/Flat and pay the same to the authorities under the aforesaid Act and also file returns within stipulated period. The Allottee/Purchaser herein has to pay aforesaid GST at the time of payment of installments and the Promoter herein has to deposit/pay the same to the respective authorities under aforesaid Act.
- 15.2 If at any time, Central, State Government, Development Control Authority or any other statutory authority under any law at any time before or after execution of this agreement any additional taxes / duty / charges / premium / cess / surcharge etc., by whatever name called, is levied or recovered or becomes payable for the transaction in respect of the Said Apartment between the parties hereto and construction of the Said Apartment which is to be carried out by the Promoter, shall exclusively be paid/borne by the Allottee / Purchaser. The Allottee /

Purchaser hereby, always indemnifies the Promoter from all such levies, cost and consequences.

- 15.3 From the date of Completion/Occupation Certificate or Allottee /Purchaser taking possession of the Said Apartment, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Apartment and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agricultural assessment in respect of the Said Land to the respective authorities or/and to the Association of Apartment which is to be formed for all Apartment Holders in the Said Building.
- 15.4 The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN NO. **AEMPG4196B** then only the Promoter will acknowledge receipt of part consideration of Said Apartment for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Apartment if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee / Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee / Purchaser on submitting Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee / Purchaser.

- 15.5 Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, etc. shall always be on the Allottee / Purchaser of the Said Apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee / Purchaser along with interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such amount and the Allottee / Purchaser herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee / Purchaser in writing. It is further specifically agreed that, aforesaid encumbrance shall be on Said Apartment being first encumbrance of the Promoter. The Allottee / Purchaser herein with due-diligence has accepted the aforesaid condition.

16. COMMON MAINTENANCE:-

- 16.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that, Said Apartment is ready for use and occupation, the Purchaser shall be liable to

bear and pay the proportionate share of outgoings in respect of the Said Land and building/s namely-maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s, but not covered the payment of taxes, being property tax payable to the concerned development controlling authority/Local Body in respect of the apartment, insurance or sinking funds, non-agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual apartment as well as water meter bills for individual apartment and internal maintenance of the apartment.

- 16.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee 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 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, 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 Society for the building in which

Said Apartment is situated is formed and the said structure of the building/s or wings is transferred to it, the Promoter has proposed to collect and the Allottee has agreed to pay advance maintenance amount of Rs.50,000/- (Rupees Fifty Thousand Only) plus GST for a period of 11 months. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of such society as aforesaid. On such conveyance being executed for the structure of the building or wing, the aforesaid deposits (less deduction / expenses incurred as mentioned in this Agreement) shall be paid over by the Promoter without any interest to the Society, as the case may be. The Promoter herein specifically inform the Allottee/Purchaser that the Promoter has intention to hand over the aforesaid maintenance to the society or adhoc committee of the society immediately on its formation. The maintenance charges payable by all types for units (residential/commercial) shall be same for the period when the maintenance of the scheme is being carried out by the Promoter. Once the project is handed over to the Society the maintenance charges shall be as per the By-laws of the society. The parties hereby agree that the total number of unsold units shall be treated as one member for the purposes of calculation of contribution towards maintenance expenses from the Promoter.

- 16.3 It is specifically stated that, maintenance for respective Buildings / Wings has is payable by respective tenement holders in such buildings/wings to its respective co-operative housing society and for maintenance of common amenities such as Sewage Treatment Plant (STP), Organic Waste Converter (OWC) Gen-set, Common water line &

drainage line, each co-operative housing society shall pay share of such maintenance to the 'Itrend Waterfront Co-Operative Housing Association.

17. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

- 17.1. In the said entire project multi-storied high-rise buildings/wings are under construction and considering the need to maintain the stability of the buildings/wings and internal structures which is based on RCC work, the Promoter herein has been specifically informed by its consultant not to allow chiseling R.C.C. work of the building or any part thereof and not to allow shift internal walls at place where there is no supported RCC members below that and hence the Promoter herein prior to enter into this instrument specifically instructed to the Allottee / Purchaser herein that, his/her/their request for any changes will not be allowed or accepted.
- 17.2. The Promoter herein has specifically informed to the Allottee / Purchaser and Allottee / Purchaser herein is/are also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer color scheme, terraces, windows and grills etc. and hence the Allottee / Purchaser or any owner or occupier of the Apartment / Flat in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee

/ Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale Said Apartment / Flat to the Allottee / Purchaser herein on ownership basis, subject to the terms and condition of this Agreement.

17.3. In the Said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like elevators, electric rooms, Swimming Pool Equipments/Filters, mechanical exhaust Systems, Sewage Treatment Plant, Organic Waste Converter, Gym Equipments, Children Play Equipment, and puzzle/mechanical parking if any, etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

17.4. The Promoter herein specifically informed to the Purchaser that, the Promoter will not entertain any request of the Purchaser regarding any extra work, alteration, modification, additions in the Said Apartment / Flat and the Purchaser herein has agreed and accepted the condition.

18. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF RESTRICTED COVERED PARKING SPACES:

As per the Development Control Rules applicable to the project on the Said Land, the Promoter herein has to

provide certain car parking spaces, scooter parking spaces and cycle parking spaces as per sanction building plan for use of the Apartment / Flat holders in the Said Entire Project, but considering convenient use of the parking facility and to avoid disputes between the buyers of the Apartment / Flat in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein has made arrangement not to provide separate scooter parking and cycle parking, on the contrary, the Promoter is providing parking spaces in Building / Wing Tower-A, Tower-B, Tower-C and Tower-D consisting of basement parking, stilt level covered parking and open to sky parking spaces in side margin and adjacent to the internal road for the tenements in the Said Entire Project. Same will be allotted at the discretion of the Promoter at the time of delivery of possession Apartment/ Tenement to the respective buyer being exclusive right to use such parking spaces.

Purchaser of the tenement in Said Building after going through the D.C. Rule as to required parking area and the Promoter proposed to arrange parking area as shown in parking plan, the Purchaser of the tenement in Said Building by executing this present with due diligence has accepted the aforesaid arrangement and given informed consent for such parking plan.

19. ADJACENT TERRACES:-

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace flats / apartments in the Said Building, if any, shall belong exclusively to the respective buyer of such apartment and such terrace spaces are intended for the exclusive use of the respective such apartment buyer. The said terrace shall not be enclosed by such apartment buyer

till the permission in writing is obtained from the concerned development controlling authority and the Promoter or society, or Association of Apartments as the case may be.

20. CONSENT FOR MORTGAGE ETC.:

- 20.1. The Promoter herein may require to have project loan, from any financial institute including Nationalized or Co-operative Banks as the case may be for the Said Entire Project by mortgaging the Said Land along with building structures constructed or to be constructed on the Said Land. The Promoter herein shall obtain necessary no objection letter from the said bank in respect of the Said Apartment and handover the same to Purchaser/Allottee herein at the time of availing home loan.
- 20.2. If the Purchaser/Allottee desire to have the housing loan against the security of the said apartment then, the Purchaser/Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchaser/Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said apartment and Purchaser/Allottee alone shall be liable to repay the same.
- 20.3. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/ Purchaser herein who has agreed to purchase the Said Apartment in pursuance of this agreement.

21. SPECIFIC COVENANTS:

- 21.1. The relation between Promoter and Allottee / Purchaser herein for the transaction in respect of the Said Apartment is seller and buyer respectively and the Promoter has agreed to sell the Said Apartment being constructed apartment on the terms and conditions set forth in this present. The Promoter herein is constructing the Said Apartment at its own cost and risk and has to deliver the possession in pursuance of this present to the Allottee / Purchaser being duly constructed apartment.
- 21.2. After the Promoter obtaining the completion / occupation certificate in respect of the Said Apartment the Allottee / Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.
- 21.3. The Allottee / Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Said Land and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee / Purchaser is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- 21.4. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the Said Land and building/s / wing/s or any part thereof except the Said Apartment. The Allottee / Purchaser shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the Said Land and building is/are transferred to the society as hereinbefore mentioned.
- 21.5. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee / Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee / Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- 21.6. In the event of the Society for the apartment holder in the buildings which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the apartments / units in the building/s which is/are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the apartments/units in such buildings, shall always be subject to the Promoter's over all right to dispose off unsold apartments and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Allottee / Purchaser or any other apartment holder in the building or ad-hoc committee or Societies as

the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flats /accommodations /apartments in the buildings, which are to be constructed on the Said Land and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

- 21.7. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter's rights under this agreement and other agreements in respect of the other apartment shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the apartments in the buildings/wings is received by the Promoter.
- 21.8. The Promoter herein has not undertaken any responsibility nor has he/they agreed anything with the Allottee / Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement.
- 21.9. Adjacent terrace has / have allotted by the Promoter to the Allottee/Purchaser of such apartment to which the terrace is adjacent to that, the same terrace have to be used by the Allottee/Purchaser herein or any other occupier on his behalf shall use the same being terrace and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of the

Allottee/Purchaser or occupier on his behalf and recover the cost of removal from Allottee/ Purchaser or occupiers, till the building is convey in favour of the society as aforesaid and after conveyance the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any apartment being allotted as a exclusive right to use the terrace, sit out, passages, open space, parking space etc. along with the Said Apartment, if any.

- 21.10. The Promoter herein by spending huge amount providing high quality specifications in the Said Apartment and for the buildings which are under construction on the Said Land which Promoter herein is constructing, hence Allottee / Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring etc. and considering this aspect and have the safety measures Purchasers are advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the Said Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Apartment because wires will not take additional load and such act will be amount to be breach of condition of this transaction. Similarly, after completion of the project and conveyance in the name of society, the such society will have absolute authority to expel the member for the Said Apartment and dispose of such apartment in market and

refund the amount paid by the Purchaser to the Promoter herein being consideration of the Said Apartment. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

21.11. The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the Said Land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Allottee / Purchaser herein that, any buyer of the any apartment in the building shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipment's if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Allottee / Purchaser herein undertake to abide this condition and if any owner or occupier of any apartment in the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the apartments holders in the building which are under construction under Said Land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the apartment.

21.12. The Promoter herein specifically informed to the Allottee / Purchaser that, water proofing and anti-termite treatment in the project the guarantee stands automatically extinguished for the apartment, if any owner or occupier of such apartment in the building/wing chisel the aforesaid works in any manner. Considering this aspect, the Allottee

/ Purchaser herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

- 21.13. The parties hereto are well aware that, the Flat Number is three or four digits, first one or two digits denote floor of the building / wing and last digit denote the flat number.
- 21.14. The parties hereto are well aware that, in sanction building plan floor height is shown bottom of the floor slab and top of the top slab of concern floor/apartment and considering masonry and flooring work, always height shall be less than the shown in the sanction plan and considering this aspect floor to top of the apartment, the height will be near about 8'6" to 8'9" and the Purchaser herein accepted the aforesaid calculation and height by executing this present.
- 21.15. The Promoter herein has disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewerage as stated in clause no. 1 herein above written and the Allottee/Purchaser herein with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Allottee/Purchaser herein accept that, the Promoter herein only responsible to provide the aforesaid facilities from concerned authorities and not responsible for any shortfall of water, electricity and provision of drainage and sewerage, for the reason same is beyond the control of the Promoter.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- 22.1. The Consenting Party has clear and marketable title being the owner of the Said Land and the Promoter herein has absolute authority and right to develop the Said Land, construct the building on the Said Land by using all

balance buildable potential of the Said Entire Land and deal with the tenements etc to be constructed in such buildings as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the Said Land and also has actual, physical and legal possession of the Said Land for the implementation of the said Project;

- 22.2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 22.3. There are no encumbrances upon the Said Land or the Said Entire Project except those disclosed in this Agreement, if any.
- 22.4. There are no litigations pending before any Court of law with respect to the Said Entire Project.
- 22.5. All approvals, licenses and permits issued by the competent authorities with respect to the Said Entire Project, Said Land and Said Buildings/Wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Said Entire Project, Said Land and Said Buildings/Wings shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Entire Project, Said Land, Buildings/Wings and common areas;
- 22.6. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 22.7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /

arrangement with any person or party with respect to the Said Land, including the Said Entire Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- 22.8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling Said Apartment to the Allottee in the manner contemplated in this Agreement;
- 22.9. At the time of execution of the conveyance deed of the structure to the co-operative housing society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the co-operative housing society of allottees;
- 22.10. The 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 entire project to the competent authorities;
- 22.11. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received or served upon the Promoter in respect of the Said Land.

23. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID APARTMENT ETC:

The Allottee / Purchaser himself/ herself/ themselves with intention to bring all persons into whosoever hands the Said Apartment may come, doth hereby covenant with the Promoter as follows for the Said Apartment and also for the building in which the Said Apartment is situated;

- 23.1. To maintain the Said Apartment at the Allottee / Purchaser's own cost in good tenantable repair and

condition from the date of possession of the Said Apartment is taken and shall not do or cause to be done anything in or to the Said Apartment or the building/wing in which the Said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the Said Apartment and/or to the building in which the apartment is situated and in or to the Said Apartment itself or any part thereof.

- 23.2. Not to store in/outside the Said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Said Apartment is situated on account of negligence or default of the Allottee / Purchaser in this behalf, the Allottee / Purchaser shall be liable for all the consequences of the breach.
- 23.3. To carry at his/her/their own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee / Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and

bye-laws of the concerned development controlling authority or other public authority. But in the event of the Allottee / Purchaser committing any act in contravention of the above provisions, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

- 23.4. Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the Said Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Said Apartment.
- 23.5. 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 or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 23.6. 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.
- 23.7. Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by concerned development controlling authority or Government or giving water, electricity or any other service

connection to the building in which the Said Apartment is situated.

- 23.8. To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the Said Apartment by the Allottee / Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 23.9. The Allottee / Purchaser shall not let, sub-let, transfer assign or part with Allottee / Purchaser interest or benefit factor of/under this agreement or part with the possession of the Said Apartment until all amounts payable by the Allottee / Purchaser to the Promoter under this agreement are fully paid up and only if the Allottee / Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee / Purchaser has intimated in writing to the Promoter and obtained written consent thereof.
- 23.10. The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee / Purchaser shall observe and perform all the

stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, Co-operative Housing Association, the Owners of the apartments 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 the terms and conditions of this Agreement.

- 23.11. Till a conveyance of the structure of the building in which Said Apartment is situated is executed in favour of Society as aforesaid and thereafter also till the expiry of defect liability period, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.
- 23.12. Till a conveyance of the said land on which the building/wing in which Apartment is situated is executed in favour of the Co-operative Housing Association and thereafter also till the expiry of defect liability period, the Allottee, society and its members shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.
- 23.13. The Promoter herein is promoting the said entire project on the Said Land having high value and having harmony in construction as well as color combination and to maintain

the same if any apartments holders in the project desire to have the any internal changes in his accommodation he shall obtain prior permission from the society and till the formation of society the Promoter herein, in writing by depositing the deposit amount of Rs.50,000/- or amount which will be decided from time to time by concern Co-Operative Housing Society of the building/wing in which such apartment is situated and such amount shall and will have no interest. The Purchaser herein shall store rubbish, require material etc. on his/her allotted parking area and after completion of internal work, the such apartment holder shall remove all rubbish etc.; from the apartment as well as within the premises of the project elsewhere at his own cost and risk and clean the site at satisfaction of the Promoter or society has the case may be and thereafter on application, the society or Promoter as the case may be will refund the deposit amount without interest thereon to such apartment holder. On the contrary if the such apartment holder fails to clear the site as aforesaid then association will clear the such rubbish etc.; by deputing proper employees at the cost and risk of the such apartment buyer and deduct the amount of expenditure along with lump sum fine of Rs.25,000/- out of the deposit amount and refund the balance if any to the such apartment holder or recover the additional amount if recoverable.

24. NAME OF THE SCHEME AND BUILDINGS / WINGS:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to name the Said Entire Project on the Said Land as '**Kohinoor Sapphire-III**' and building / will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and

at the entrances of the scheme. The Allottee / Purchaser or other apartment holders in the building/s or proposed Society are not entitled to change the aforesaid Project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

25. MEASUREMENT OF THE AREA OF THE SAID APARTMENT:

Notwithstanding anything contained in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Allottee / Purchaser herein has agreed to purchase the Said Apartment along with appurtenances thereto on ownership basis for the lump-sum consideration as stated in Clause No.3 hereinabove written and which is agreed between the parties hereto to be on the basis of the carpet area of the Said Apartment and further the carpet area is calculated as defined in The Real Estate (Regulation and Development) Act 2016.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the said building/wing is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 5% as defined limit then Promoter shall refund the proportionate excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such a proportionate excess amount, being amount out of last installment paid by the

Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter shall demand additional amount from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the rate per square meter, derived from the agreed sale consideration as stated in Clause 3 of this Agreement for the carpet area of the said apartment.

26. SERVICE OF NOTICES:

All notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Promoter by Registered Post A.D. and notified email ID (if any) at the address and email ID specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee / Purchaser after execution of this Agreement. It shall be the duty of the Allottee/ Purchaser and the Promoter to inform each other of any change in address and email ID subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the address stated in title of this Agreement shall be deemed to have been received by the promoter or the Allottee/ Purchaser, as the case may be.

27. EFFECT OF LAWS:

- 27.1.** This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Co-Operative Societies Act and the Rules made under respective Acts.

- 27.2.** Forwarding this Agreement to the Allottee/ Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/ Purchaser until, firstly, the Allottee/ Purchaser signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/ Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) / Purchaser/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee / Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee / Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/ Purchaser, application of the Allottee / Purchaser shall be treated as cancelled and all sums deposited by the Allottee / Purchaser in connection therewith including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.
- 27.3.** This Agreement along-with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Said Apartment.
- 27.4.** Any amendment required be carried out by authority or law or for whatsoever other reason the same shall be carried out by the parties hereto by proper registered Correction /Supplementary Deed to this Agreement.

- 27.5.** It is clearly understood and so agreed between the parties hereto that, hereinafter subsequently after full payment of agreed consideration and other dues paid by the Allottee/ Purchaser to the Promoter and have the possession of the Said Apartment if Allottee/ Purchaser transfer /assign the right, title, interest under this agreement to any transferee /assignee with the prior consent of the Promoter till conveyance of the building in which Said Apartment is situated executed and registered in favor of society which will be formed for apartment holders in such buildings and thereafter of such society, then all provisions and obligations arising under this agreement in respect of the Said Project shall equally applicable to and enforceable against such transferee/ assignee of Said Apartment since the said obligation go along with the Said Apartment for all intents and purpose.
- 27.6. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 27.7. It is specifically understood and agreed by the Allottee that the prospectus and other advertising material published by the Promoters from time to time in respect of the Said Project, contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall be

considered for advertising purpose only & shall not be considered in any manner as agreement between Promoters and Allottee. The details mentioned in Annexure 3 & 4 hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications and stated in aforesaid advertise material.

28. DISPUTE RESOLUTION AND GOVERNING LAW:

28.1 If any dispute arises between the parties hereto in pursuance of terms and conditions set-forth in this present and performance of the either party shall be settled amicably and in failure to settle the dispute amicably, which shall be referred by the concerned party who has grievance against other party to the Authority appointed under The Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

28.2 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced, in accordance with the laws of India for the time being in force and the Dispute Resolution Authority/Court will have the jurisdiction for this Agreement, for the disputes, which not covered under Sub Clause 28.1 hereinabove written.

29. STAMP DUTY AND REGISTRATION FEE: -

29.1 The consideration of the Said Apartment as agreed between the Promoter and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Apartment is as stated in clause no.3 hereinabove written. This agreement is executed by the parties hereto under The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of The Promotion of Con-

struction, Sale, Management and Transfer) Act, 1963, and Rules made there under. The Said Land is situated within the Pimpri Chinchwad Municipal Corporation as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence as per The Maharashtra Stamp Act, 1958, Schedule-I, Article-25 (b) (ii) @ 2% Stamp Duty. Further as per Maharashtra Municipal Corporation Act, Section 149A for conveyance and gift additional 1% surcharge on value of the subject property of the transaction is applicable. Further as per Maharashtra Municipal Corporation Act, Section 149B the Pimpri Chinchwad Municipal Corporation, Pune Municipal Corporation and certain portion of Pune Metropolitan Regional Development Authority, Pune being notified area since having important urban transport project being metro rail, ring road, BRT and HTMR, for conveyance and gift additional 1% surcharge on value of the subject property of the transaction is applicable. As per ready reckoner available with Sub-Registrar Haveli the value of the Said Apartment works out less than the aforesaid agreed consideration. The Purchaser/s herein has paid proper stamp-duty along-with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Purchaser/s will be the member in respect of the Said Apartment.

- 29.2 As per Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii) if the Purchaser herein transferred /assign the rights under this agreement to any subsequent Purchaser within a period of 1 year the Purchaser herein is entitle to get adjusted the stamp duty payable on such

transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I Article 25 Explanation-1, the parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee / Purchaser will be the member in respect of the Said Apartment.

SCHEDULE-I

(DESCRIPTION OF SAID ENTIRE LAND)

All that well carved out area admeasuring 00 Hectare 36 Ares i.e. 3600 sq.mtrs.; out of Survey No.41/2 area admeasuring 02 Hectare 21 Ares and area admeasuring 00 Hectare 94 Ares i.e. 9400 sq.mtrs.; out of Survey No.27/1A/16 area admeasuring 01 Hectare 35 Ares, total area admeasuring 01 Hectare 30 Ares i.e. 13000 sq.mtrs. situated at Village Tathawade, within the Registration District Pune, Sub-Registration Dist. Haveli, Taluka Mulshi and within the limits of Pimpri Chinchwad Municipal Corporation and which area admeasuring 01 Hectare 30 Ares i.e. 13000 sq.mtrs. bounded as follows:

On or towards East	: By remaining part of Survey No.27,
On or towards South	: By part of Survey No.42 & remaining part of Survey No.41,
On or towards West	: By 18M wide DP Road & & part of Survey No.42,
On or towards North	: By remaining part of Survey No.41 & remaining part of Survey No.27.

Along-with all type of buildable potential permissible for the Said Entire Land under development control rules and State Government notification/circular from time to time.

SCHEDULE-II
(DESCRIPTION OF RESERVED LAND)

All that well carved out area admeasuring 00 Hectare 31.8649 Ares i.e. 3186.49 sq.mtrs.; out of the Said Entire Land and which area admeasuring 00 Hectare 31.8649 Ares i.e. 3186.49 sq.mtrs. bounded as follows:

- On or towards East : By remaining part of Survey No.27,
- On or towards South : By Said Land & 18M wide internal road,
- On or towards West : By 18M wide DP Road,
- On or towards North : By remaining part of Survey No.41.

Together with all rights, title and or interest, hereditaments, privileges, easements, appurtenances etc., attached thereto.

SCHEDULE-III
(DESCRIPTION OF SAID LAND)

All that well carved out area admeasuring 00 Hectare 98.1351 Ares i.e., 9813.51 sq. mtrs.; out of the Said Entire Land and which area admeasuring 00 Hectare 98.1351 Ares i.e., 9813.51 sq. mtrs.; bounded as follows:

- On or towards East : By remaining part of Survey No.27,
- On or towards South : By part of Survey No.42 & remaining part of Survey No.41,
- On or towards West : By 18M wide DP Road & part of Survey No.42,
- On or towards North : By Reserved Land & remaining part of Survey No.27.

Together with all rights, title and or interest, hereditaments, privileges, easements, appurtenances etc., attached thereto.

SCHEDULE-IV
DETAILS OF THE SAID APARTMENT

- 1. Name of the Project: **‘KOHINOOR SAPPHIRE-III’**
- 2. Apartment/Flat No.: _____
- 3. Floor: _____
- 4. Building / Wing No.: ____
- 5. Apartment carpet area admeasuring _____ sq mtr along with attached open balcony _____ sq mtr
- 6. Exclusive Right to use one covered car parking space admeasuring _____ Sq.mtrs. being car parking space No. _____ .

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first hereinabove written hereunder:

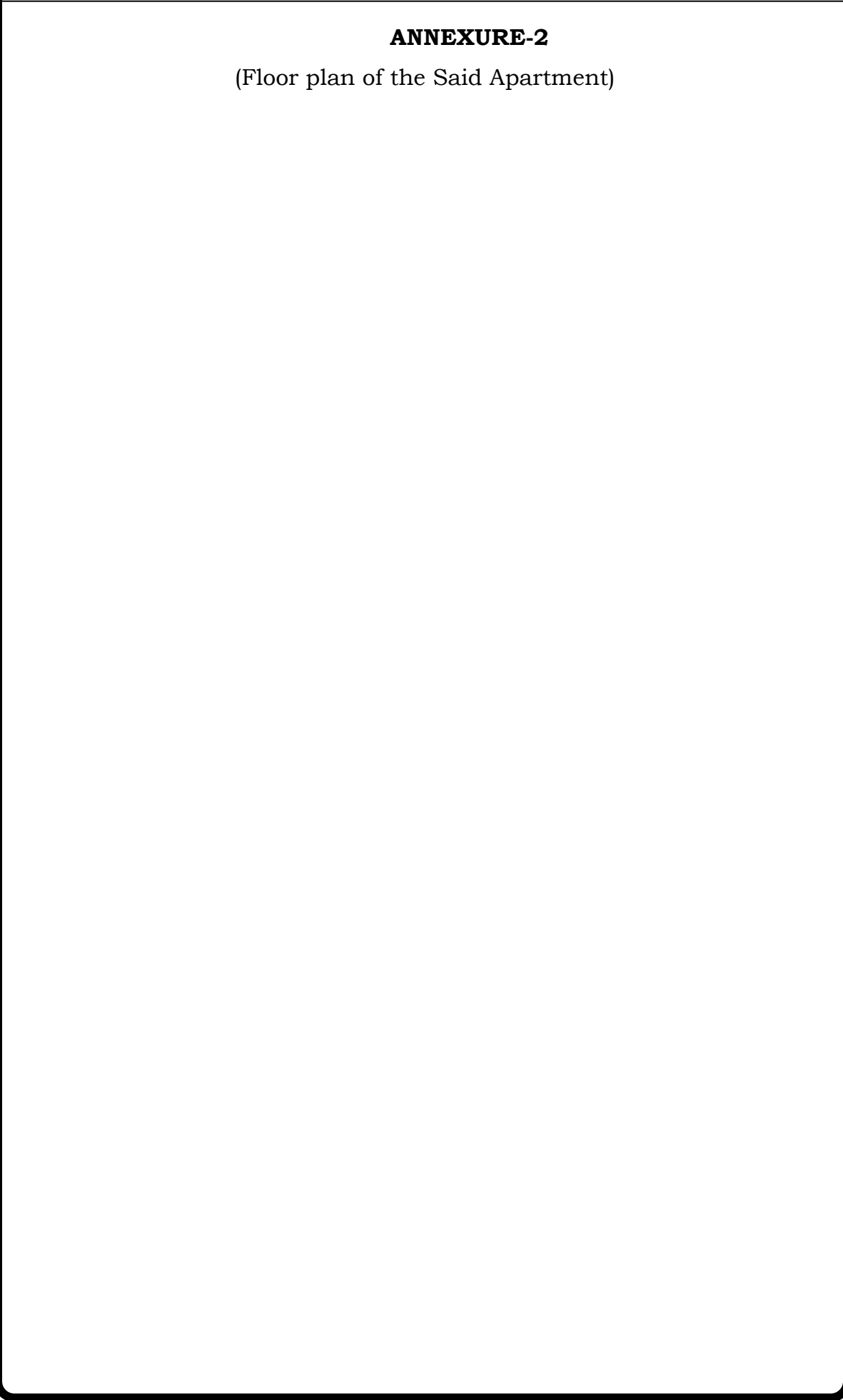
1. M/S RISING ASSOCIATES through its authorized Partner, MR. VINEET K. GOYAL, (PROMOTER)		
Photo	L.H.Thumb	Sign
2. MR. _____ (PURCHASER NO.1)		
Photo	L.H.Thumb	Sign
MRS. _____ (PURCHASER NO.2)		

Photo	L.H.Thumb	Sign
Witness No. 1:-		
Witness No. 2:-		

ANNEXURE-1
(Layout Plan of the Said Land)



ANNEXURE-2
(Floor plan of the Said Apartment)



ANNEXURE-3
(Parking Floor Plan)

ANNEXURE-4
(Specifications of the Buildings and Apartments)

ANNEXURE-5
(Common& Restricted Facilities and Amenities For the
residential tenements/ Apartments in the Said Project i.e
Tower-1, Tower-2, Tower-3 and Tower-4 only.)

ANNEXURE-6
(Commencement Certificate)

ANNEXURE-7
(Copy of N.A. Permission)

ANNEXURE-8 to 9

(Copies of 7/12 extract)

ANNEXURE-10
(Certificate of Title)

ANNEXURE-11
(MAHA RERA registration Certificate)

ANNEXURE-12
(Environmental Clearance Certificate)