



KUMAR PROPERTIES LIFESPACES PVT LTD.

PRESENT FOR YOUR FUTURE

Date: **17/04/2024**

Deviation Report

Document Type: Agreement for Sale

Project Name: **KUMAR PARV F, G and H.**

Project Land: land admeasuring 7548.82 sq mtrs. bearing Gat No- 103(P), 104, 106(P), 108 thereon as per the plans approved by the Pimpri Chinchwad Municipal Corporation lying, being and situated at Village Borhadewadi, Taluka - Haveli, District - Pune, within the limits of the Pimpri Chinchwad Municipal Corporation and within the registration District Pune, Sub-District- Taluka Haveli.

Promoter Name: **M/s. KUMAR PROPERTIES LIFESPACES PRIVATE LIMITED**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

- (i) Recitals – added portion:
all that piece and parcels of the following lands, lying, being and situated at Village – Borhadewadi, Taluka - Haveli, District - Pune, within the limits of Pimpri Chinchwad Municipal Corporation i.e.

 Kumar Capital, 2413, East Street, Camp, Pune - 411 001 | CIN: U45309PN2022PTC211037



91-20-3052 8888
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GAT No.	AREA in Hect. – Ares
103	00 – 37.5
106	00 – 15.77
104	01 – 10.38
108	00-87.40 (owned by the promoter) 00-15 (owned by the Consenting Party and development rights whereof are granted to the promoter)
Total	02 – 66.05 i.e. 26605 sqmts.

Being portion of land from and out of the larger area of land admeasuring 36055 sqmtrs. (which includes the area of land under the 18 meter wide D.P. Road passing through the above lands) AND TOGETHER WITH the rights to use and utilise the FSI/TDR in respect of the area of land admeasuring 9510 sqmtrs. falling under the 18 meter wide D.P. Road passing through the above lands.

in respect of the abovementioned lands has been approved by the Pimpri Chinchwad Municipal Corporation vide sanction No. BP/Borhadewadi/10/24 dated 05/03/2024. The aforesaid land

admeasuring 26605 sqmtrs. is more particularly described in the Schedule – IA written hereunder

the Promoter decided to carry out development and construction on a portion of land admeasuring 24983.83 sqmtrs. out of the total area of the Said Entire Property (i.e. excluding the area of land admeasuring 1621.17 sqmtrs. affected and falling under the reservation for Primary School as per the Development Plan which is retained by the Promoter and is more particularly described in the Schedule – IC

construction of the proposed building Nos. A to M and the construction of the proposed building Nos. N, O and P. The said building Nos. N, O and P are to be constructed and handed over to MHADA (Maharashtra Housing and Area Development Authority) for LIG – Lower Income Group / MIG – Middle Income Group housing as per the Development Control (DC) rules / policy laid down by the State Govt. of Maharashtra. / the Unified Development Control and Promotion Regulations 2020 for Maharashtra State “UDCPR”)

(ii) Clause 1 – added portion:

1.1) i. All that pieces and parcels of the (proportionate) physical undivided portion of land admeasuring 7548.82 sqmtrs. carved out of the total area of the Said Entire Land and which is more particularly described in Schedule - IB written hereunder whereupon the said building project is being developed.

ii. The parties hereto agree and confirm that the term Said Retained Land referred in this Agreement anywhere agreed and admitted to mean and include all that pieces and parcels of the portion of land admeasuring 1621.17 sqmtrs. affected and falling under the reservation for Primary School as per the Development Plan out of the total area of the Said Entire Property and the same is more

particularly described in the Schedule – IC written hereunder and the same is retained by the Promoter.

1.2) “The Said Building Project” i.e. Kumar Parv F, G and H means the proposed building Nos. F, G AND H in the Phase – I of the Said Scheme known as Kumar Parv to be constructed on the Said Property described in the Schedule – IB written hereunder as per the plans approved by the Pimpri Chinchwad Municipal Corporation.

1.3) “Carpet Area” shall mean the net usable floor area of the said Shop, excluding the area covered by the external walls, areas under services shafts, but includes the area covered by the internal partition walls of the said Shop.]

1.4) “Covered parking space” means an enclosed or covered area as approved by the Pimpri Chinchwad Municipal Corporation as per the applicable Development Control Regulations for parking of vehicles of the Purchasers which may be in basements and/or stilt and/or podium;

1.5) “FSI “or” Floor Space Index” shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;

1.6) Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the revised sanctioned layout / building plan of the Said Entire Land which is sanctioned by the Pimpri Chinchwad Municipal Corporation vide sanction No. BP/Borhadewadi/10/24 dated 05/03/2024.

1.7 (i) Common Amenities includes the Purchaser's right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to Said Entire Land, as per the plans sanctioned by the Pimpri Chinchwad Municipal Corporation, right to use staircase, common passage etc.

ii. Right to use the Club House (i.e. the Common Club House facility and the Swimming pool, (either one or more in any of the phases or RERA projects within the said scheme Kumar Parv) provided in the Scheme "KUMAR PARV" for the use and enjoyment by all the flat purchasers in all the buildings proposed to be constructed on the Said Entire Land in the First Phase as well as Second Phase / all future phases. All the flat purchasers in all the buildings proposed to be constructed on the Said Entire Land in all the phases/ different RERA project within the Said Scheme – Kumar Parv will be entitled to use the said Club House facility and Swimming Pool facility (either one or more in any of the phases or RERA projects within the said scheme Kumar Parv). However subject to the norms / rules and charges / deposit amount as may be framed by the Promoter / the Society from time to time and right to use the land appurtenant to the building in which the flat is located. THE PURCHASERS/ALLOTTEES OF SHOPS IN THE SAID BUILDING PROJECT WILL NOT BE ENTITLED TO USE AND ENJOYMENT OF THE CLUB HOUSE AND SWIMMING POOL AND OTHER COMMON RECREATIONAL FACILITIES AND AMENITIES PROVIDED IN THE SAID BUILDING PROJECT.

1.8) Internal Roads and Pathways, which are provided in the layout of the Said Entire Land.

The List of Common Areas and Common facilities is mentioned in Schedule – ID written hereunder

1.9) Phase – I means the building Nos. F, G AND H in the said scheme constructed by the Promoter on an undivided portion of land out of the Said Entire Land. Phase – II or / future phases means the construction of the REMAINING buildings as shown on the layout in the Said Scheme on an undivided portion of land out of the total area of the Said Entire Land, by utilising FSI out of the total FSI of the Said Entire Land.

1.9.1. The body / apex body means one or more Body or Bodies or the federation of societies which may / will be formed of the Co-operative Housing Society/ies of the different buildings / phase wise societies in the different building/s and all also includes such a Apex Body / Federation of all the societies of all the bodies/individual societies of the buildings that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the different buildings / phase wise building/s which will be constructed upon any portions of the land out of the Said Entire Land.

1.10) Said property means rights of the Promoters in the Said Property and ownership rights in the buildings, which will be constructed upon the Said Property.

(iii) Clause 2 – added portion:

but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "Annexure-F" annexed hereto. The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges,

premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser /s separately as and when the same will be due or payable under this agreement.

2d)

Amount	Percentage	Particulars
(Rs)	(%)	
Rs.	10%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs.	20%	Payable by the Allottee to the Promoter on completion of 2nd Slab (plinth) of the subject building.
Rs.	60%	Payable by the Allottee to the Promoter on delivery of possession of the said Shop.
Rs.	100%	Total Consideration

2e) Provided that any deduction of an amount made by the Purchaser /s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser /s fails to produce such certificate within

the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2f) Provided the Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Shop until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

(iv) Clause 3 – added portion:

3a) The Promoter may complete the entire building or any part or floor or portion thereof and give possession of Shops / Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his/her/their permission to the same. If the Purchaser/s take/s possession of Shop in such part completed portion or floor or otherwise the Promoter and/or his Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work of building in which the said premises are, the said building or any part thereof and if any inconvenience is caused to the Purchaser/s,

the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

3b) The Promoter shall address a demand letter to the Purchaser/s by dispatching the intimation by email to the Purchaser/s on the email ID provided by the Purchaser with a copy under Courier with POD OR RPAD requesting payment of the requisite instalment(s) and or other amounts due under this Agreement and the Purchaser/s

shall be obliged to make payment of the outstanding amount within a period of seven days from the dated of such demand letter / demand notice issued by the Promoter. The timely payment of the above amounts to be paid by the Purchaser/s to the Promoter as agreed to above, shall be the essence of the contract.

3c) It is hereby agreed that the time for payment as specified above being the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement.

3d) In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Promoter available as per the terms and conditions hereof and the statutes.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In

the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund

of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deducting 10% (Ten percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

3f) In the event the Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said Shop, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

In case refund for the amounts paid such as Stamp Duty, Registration Fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

3h) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with and sell the Said Shop to any other prospective buyers and thereafter refund the amount paid by the Purchaser within a period of thirty days from the date of sale of the said Shop, after deducting 10% (Ten percent) of the total amount paid by the Purchaser to the Promoter.

(v) Clause 4a – added portion:

The Promoter has retained all rights, title and interest in respect of the Said Retained Land more particularly described in the Schedule – IC written hereunder and the Promoter alone will be entitled to use, utilize and consume the FAR/FSI originating from the physical area of the Said Retained land including and so also the additional FAR/FSI by way of TDR in respect thereof, as is and to the extent permissible under the Development Control Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966, and to carryout construction of the permitted building/s on the Said Retained Land for the sole use and benefit of the Promoter.

(vi) Clause 5 – added portion:

5a) The Purchaser /s hereby further give/s and accord/s his / her / their permission for additional constructions as a result of the Promoter using additional F.S.I. without materially & adversely affecting the area of the said Shop, and the purchaser shall not have any right to object for such additional construction which will be carried out by the Promoter in future. The Promoter will be entitled to carryout revision in the building plan for utilising the full / maximum permitted/proposed FSI. The Purchaser hereby gives his permission for obtaining the revised building plans approved from the competent authority so as to enable the Promoter to consume and utilise the full FSI potential including the proposed FSI including TDR becoming available for construction on the said entire land.

5b) Promoter hereby declares that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter, however, declare that the Promoter is entitled to get the said scheme on the Said Entire land or any portion thereof modified and/or revised from the Pimpri Chinchwad Municipal Corporation. Any additional F. S. I. (FAR)

and/or the residual F.A.R. (F.S.I.) in respect of the Said Entire Land will be available to the Promoter who may utilise the same as they may deem fit and proper. The Promoter are also fully entitled to consume any additional F.S.I./FAR if the same becomes available for construction on the said entire land and construct additional tenements. The Purchaser/s and/or the ultimate common organisation of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

5c) The Promoter shall have and has retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the Said Entire land including the area of the Said Property and so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the Development Control Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be, the Promoter shall have and has retained all rights to amalgamate with the Said Entire Land Property; any other abutting or adjoining piece/s of Lands to which it may be entitled to with all rights to use, utilize and consume the FAR/FSI originating from the physical area of the said Plot/such abutting or adjoining piece/s of Land.

5d) The Purchaser/s hereby grants his/her/its permission for change/ modification/ alteration/revision of the sanctioned plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced. For the aforesaid purposes, the Purchaser/s hereby empowers the Promoter as his / her/its duly constituted attorney to make necessary representations for and on

behalf of the Purchaser/s before the concerned authorities, including the authorities of the Pimpri Chinchwad Municipal Corporation, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s; additional or otherwise, without prejudicially affecting the said Shop agreed to be purchased by the Purchaser/s /Allottee.

5e) Save and except as provided herein and subject to the right to revision of layout and / or the plans for construction of the building on the Said Entire Land by the Promoter, as hereinbefore agreed, no part of the said FSI/FAR has been utilized by the Promoter anywhere else. In any event the Promoter will ensure that requisite proportionate common open space corresponding to the said building project is provided to the all the flat purchasers in the Said Entire Land.

(vii) Clause 6 – added portion:

6a) In case of default/failure on the part of the Promoter to deliver the possession of the said Shop to the purchaser within the agreed time period, then in such an event, the Purchaser shall be entitled to terminate this agreement and demand the refund the amount of consideration till then paid to the Promoter alongwith interest at State Bank of India highest Marginal Cost of Lending Rate + 2% from the date of payment/s thereof. On such termination, the Allottee shall execute and register a Deed of Cancellation in favor of Promoter thereby setting out that the Allottee shall have no further rights, title or interest of whatsoever nature in the said Unit and the Promoter shall simultaneously refund to the Allottee the amounts paid by the Purchaser alongwith the interest thereon calculated as mentioned hereinabove.

6c) The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Purchaser/s making all the

necessary payment as per the present Agreement, shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said Shop to the Purchaser/s. The Purchaser shall take possession of the said Shop within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Shop for use and occupation. From the 8th (eighth) day from the receipt of such letter from the Promoter, the Purchaser/s shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Promoter shall be further entitled to recover the cost of maintaining the said Shop from the date of expiry of the period of seven days as specified in the Promoter's Notice upto the date the Purchaser/s takes actual possession of the said Shop.

6d) At the time of delivery of possession of the said Shop, the Purchaser/s shall also execute such other documents such as possession receipt, indemnity, declaration etc. as might be required by the Promoter.

6e) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure F annexed hereto

Provided however, that the Purchaser/s shall not carry any alteration of whatsoever nature in the said Shop or phase/wing and in specific the structure of the said Shop /wing/phase of the said buildings which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any structural modifications and any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in the 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. The word defect here means only the manufacturing & workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear & tear and by negligent use of Shop by the occupants etc.

6f) The Promoter has expressly informed the Purchaser / Allottee that the construction of the Said Building Project and the Said Shop is going to be carried out by using MIVAN Technology i.e. ALUMINIUM FORMWORK SYSTEM, the said Technology/system involves the use of aluminum alloy formworks for casting concrete. The construction of the walls (both internal walls in the Shop as well as external walls of the building), slabs, columns, and other structural elements are going to be constructed by using the said MIVAN Technology i.e. ALUMINIUM FORMWORK SYSTEM. There will be no brick walls / or cement / concrete blocks walls in the Said Shop and the Said Building Project. The walls (both internal walls in the Shop as well as external walls of the building) shall be of Reinforced Concrete Walls (i.e. RC Walls).

6g) Since the construction of the Said Shop is going to be carried out by using MIVAN Technology i.e. ALUMINIUM FORMWORK SYSTEM the Purchaser /s shall not carry any alteration of whatsoever nature in the said Shop or in specific the structure of the said Shop and the said buildings including the walls and the structural elements of the said Shop and the building wherein the said Shop is situated.

(viii) Clause 7 – added portion:

- A) iii. There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to

assign, convey, transfer and vest the portions of said project land unto the said Society or Body or the Apex Body with such title on the execution of the final transfer deeds of the said project land and/or the building;

(ix) Clause 8 – added portion:

i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the said entire land and shall be entitled to construct any additional buildings and structures on the said entire land in accordance with the sanctions and approvals obtained from the local authorities inter alia the Pimpri Chinchwad Municipal Corporation from time to time and by consuming the said entire Development Potential of the said entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as Kumar Parv, and to carry out any alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making construction, as may be deemed necessary by Promoter. The Purchaser/s, either as Purchaser/s in respect of the said Shop or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the said entire land and/or making and effecting construction on the said entire Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc.

ii. The Promoter shall be entitled to develop any other phase, if any, with the right to utilize and/or avail of power and water supply and/or draw from other service / utility connections, lines or storage tanks and all other facilities and amenities, conveniences and

services in the said scheme and other conveniences and amenities for the aforesaid purposes and the Purchaser/s hereby expressly accepts and permits to the same.

iii. From the receipt of the notice intimating the said Shop is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society / apex body is formed and the Said Entire Land / the Said Property and building/s transferred to it, the Purchaser/s shall pay to the Promoter and / or any other third party / person / company/organisation appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined from time to time by the Promoter towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the provisional contribution towards quarterly maintenance expenses/towards the said outgoings for an initial period of 24 months by advance post dated cheques to the Promoter at the time of taking possession of the said Shop at the rate of Rs. _____/- (Rupees _____ only) per month. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said Shop and the Said Property as may be levied from time to time by the concerned authorities. The

provisional monthly contribution towards maintenance will be revised/ determined by the Promoter from time to time. The Purchaser agrees to pay such provisional monthly contribution towards the maintenance expenses as may be determined by the Promoter from time to time. The Purchaser hereby agree that out of the said provisional contribution towards the maintenance paid by the Purchaser, seventy percent (70%) shall be used towards the maintenance expenses incurred in respect of the common areas (i.e. Housekeeping Charges of the Common Areas of the Building and Internal Roads, Maintenance/AMC and Electricity Charges of Lifts, Street Lights, Staircase, Common Lobbies, Passages, Cost of Water Supply, Maintenance / AMC of CCTV System, Security Charges or any administrative charges pertaining to the building / the cluster, wherein the said flat is situated and the remaining thirty percent (30%) shall be used towards the maintenance expenses incurred in respect of the common installations / common areas (Housekeeping & Electricity charges, Operation / Maintenance & Electricity Charges of STP, WTP, OWC, DG sets including pump rooms, Garden, Security Charges belonging to these common facilities etc. of the larger layout in respect of the said entire Land / the said scheme i.e. Kumar Parv. Maintenance charges will be collected under 2 different heads of Account i.e. 1st for 70% Contribution and 2nd for 30% contribution. Users' right on 70% collection head will be given to society at the time of Handing Over and the users' right on 30% collection head will remain with Developer only till the formation of Apex Body / Federation. Once Apex Body / Federation is formed, developer will hand over the users' right of this account to the Apex Body / Federation, accordingly.

iv. The Purchaser/s shall use the Shop or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority.

(x) Clause 9 – added portion:

The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body to be formed shall be an ApexBody / Federation of Co-operative Housing Societies of all the societies of different phases / buildings constructed on the Said Entire Land. One or more Co-operative Housing Society of the said scheme i.e. KUMAR PARV will be formed by the Promoter.

(xi) Clause 10 – added portion:

b(i) Not to encroach upon any of the common areas and portions in the building wherein the Said Shop is situated and not to use the staircase, landings, passages to store any goods of the purchasers in such common areas.

(xii) Clause 11 – added portion:

11.Promoter hereby declares that Promoter is going to develop Said Entire Land in phase wise manner as stated hereinabove by obtaining the respective sanctions and permissions / approvals for the development of respective phase / respective separate building project on the Said Entire Land.

11a) The Promoter herein has obtained sanction of the building/s plan/s to be or constructed on the Said Property and the Promoter herein shall construct the said building/s on the Said Property in accordance with the plans, designs, specifications, revised plans approved by Pimpri Chinchwad Municipal Corporation and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by Pimpri Chinchwad Municipal Corporation.

11b) The Promoter hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

11c) The Promoter hereby agrees that before handing over possession of the said Shop to the Purchaser/s, and in any event, before execution of deed of conveyance of the Said Entire Land / the Said Property and ownership rights of the construction carried out on the Said Property in favour of the Society, Promoter shall make full and true disclosure of the nature of the title of the Said Property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all the encumbrances, so as to enable them to convey, to the said Society/apex body / federation of co-operative societies such absolute clear and marketable ownership rights in the said property and buildings constructed upon it. Before execution of this agreement the Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter to enter into this agreement.

11d) The Purchaser hereby gives his / her / their permission to the Promoter herein to carry out such alterations, additions, revisions and modifications in the layout plans of buildings and building plans

of the buildings which are under construction or to be constructed on the said property, and further also gives his/her/their permission for change in the location of the open spaces, roads, building layout and also plan/s sanctioned or to be sanctioned for the building/s under construction or to be constructed and/or such alterations, additions, revisions and modifications which are necessary in pursuance of any Law, Rules, Regulations, Order or request made by the Pimpri Chinchwad Municipal Corporation or Government or any Officer of any Local Authority or Promoter. However without affecting the area of the Said Shop agreed to be purchased / allotted to the purchaser. PROVIDED further that the Purchaser/s hereby give/s and accords his / her / their full permission for any other revision / change / alterations / modifications by the Promoter in the plans for better utilisation of the entire available and future potential of the said entire land as disclosed herein.

(xiii) Clause 12 – added portion:

12. The Promoter alone shall have full rights of disposal / alienation / transfer of Shops / Flats / tenements / construction resulting from the said residual / additional F. S. I. and for FAR and the Purchasers / Acquirers of the said Shop / Flats / tenements etc. shall be entitled to get membership and admission into the Society, upon the necessary instruction / nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye-laws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project and further the Promoter alone shall have the complete rights regarding the user and disposal thereof.

(xiv) Clause 13 – added portion:

13. The Purchaser/s is/are aware that the common layout plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by Pimpri Chinchwad Municipal Corporation and as such F. S. I. / TDR that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. / TDR consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain subdivision in respect of the said portion. However the final conveyance deed in favour of the apex body / or either in favour of different societies constructed on the said entire land will clearly state and clarify the area of the undivided portion of physical land corresponding to and proportionate to the FSI / TDR utilised for construction of the respective building/society/ies which will be conveyed to such apex body / or either in favour of different societies constructed on the said entire land at the sole discretion of the Promoter.

13c) The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is imparitable and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said Shop in favour of the Purchaser/s.

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and. building/s that may be notified for set back / reservation and claim the F. S. I. and

compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/apex body/ federation of cooperative societies.

(xv) Clause 14 – added portion:

14. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter shall be constructing buildings on the Said Entire Land in phases and the Purchaser/s herein undertake/s not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner.

14a) The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the Said Entire Land and the Said Property.

14b) The Purchaser/s hereby irrevocably permits and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed represent the Purchaser/s and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of, Road, Water, Building Tax Assessment, Government & Semi- Government, M.S.D.C., PCMC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

(xvi) Clause 15 – added portion:

a. Promoter shall have option to form one or more than one separate co-operative society for each building for maintenance of buildings and open spaces allocated for the building/s constructed on the Said Entire Land.

b. Promoter has option to form Apex Body of all the Shop and Flat Purchasers of the Said Entire Land including the Said Property by forming Federation of all the co-operative societies of each building/s. It is specifically agreed by the Purchaser that if the Promoter has decided to form one or more co-operative societies, then in that case, decision of the Promoter will be final and binding upon the purchaser.

c. Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.

(xvii) Clause 16 – added portion:

16.3 It is specifically agreed and declared that the deed of conveyance of the said property and buildings constructed upon the Said Entire Land, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

i. A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

ii. A declaration that the Promoter shall have unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and

connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the Said Entire Land and the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.

iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

v. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanction under any other law for the time being in force and premium, if any, payable therefor as well as the costs of preparing engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or

proportionately by all the Purchaser of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/ her /it/them immediately on demand.

16.4) Provided that, after conveying the title to the association of allottees under section 17 of RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flats, tenements, units, offices, shops, bungalows, plots, and other premises as are permitted to be constructed on the Said Entire Land and to receive the consideration of the units which is still not sold or allotted and shall be allowed to do so by the association of allottees without any restriction or entry of the building and development of common areas.

16.5) Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas

(xviii) Clause 17 – added portion:

17.2 The Promoter shall have a first charge and lien on the said Shop in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

17.3 It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building / Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

17.4 The Promoter shall be entitled to create encumbrance over the Said Entire Land or the said property or lease, allot, give on licence any portion of the said property/the said entire land to any Government / Semi Government Authorities / Local Authority / M.S.E.D.C.Ltd., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.

17.5 The Promoter has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

(xix) Clause 18 – added portion:

If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

(xx) Clause 19(a) – added portion:

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Said Building Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the Promoter shall be bound by the terms and conditions herein contained.

(xxi) Clause 29 – added portion:

The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof.

(xxii) Clause 30 – added portion:

The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee shall also accordingly be bound by the same.

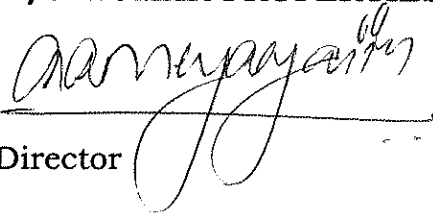
(xxiii) Clause 34 – added portion:

The stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule I Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs. ____/- (Rupees ____ Only) and registration fees of Rs. ____/- (Rupees ____ Only). The Purchaser/s hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the deed of conveyance which is to be executed by the Promoter and the Consenting Party in favour of the Society/Common Organization of the Purchaser/s of the Shops / Flats / tenements in the said building project, in which the Purchaser/s will be the member in respect of the said Shop. If additional stamp duty and / or registration fee is required to be paid at any time or at the time of the conveyance the same shall be paid by the Purchaser/s only.

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **17/04/2024**. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For Promoter,

M/s. KUMAR PROPERTIES LIFESPACES PRIVATE LIMITED


Director