

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed here at Pune on this _____ day of _____ month of the year 2017,

Between

WINDSOR SHELTERS,(PAN NO ABCFS7010D) a Partnership firm duly registered under the Indian Partnership Act, and having its office at, S.No.47/30, CTS No.3712, Parvati, Pune : 411 009., (previously known as M/s. SHRISAI PROMOTERS AND BUILDERS), through its Partner and authorized signatory being [1] **MAHESH TEJRAJ RATHI**, aged about 46 years, occ: business, residing at, CTS No.1928, Sadashiv Peth, Pune : 411 030, and [2] **SHRINIWAS LAXMAN RASKONDA**, aged about 44 years, occ: business, residing at, Vastu Nagar Society, Bibwewadi, Pune: 411 037..... hereinafter called as the "**PROMOTER / OWNER / DEVELOPER**", which expression shall, unless repugnant to the context or meaning thereof, mean and include all its partners, their respective heirs, successors, executors, administrators and assigns, ...of the FIRST PART,

And

1] _____, **PAN:**[_____], Age about _____ years, Occupation: _____,

2] _____, **PAN:** [_____], Age about: _____ years Occupation: _____, Both Residing at: _____

.....hereinafter collectively referred to as the said "**PURCHASER/S/ALLOTEE/S**", which expression shall, unless repugnant to the context or meaning thereof shall mean and include his/ her / their legal heirs, successors, executors, administrators and assigns;**PARTY OF THE SECOND PART;**

And

[1] **NAMDEV YASHWANT SATAV**, (karta of Huf), aged about 64 years, occ: agriculturist, [2] **Mrs. USHA NAMDEV SATAV**, aged about 56 years, occ: household, [3] **Mrs. MEGHA NAVNATH KHALADKAR**, (Pre-martial name Miss. Megha Namdev Satav), aged about 32 years, occ: household, [4] **ARCHANA NAMDEV SATAV**, aged about 29 years, occ: agriculturist, [5] **Sau. SHEETAL TUSHAR GHAVATE**, (pre-marital name Sheetal Namdev Satav), aged about 24 years, occ: household, [6] **NARAYAN YASWANT SATAV**, (deceased) through legal heirs being **SANDEEP NARAYAN SATAV**, aged about 36 years, occ: agriculturist, [7] **Sau. RUPALI SANDEEP SATAV**, aged about 33 years, occ:

household, [8] **SHAMKANT NARAYAN SATAV**, for himself and as Karta of HUF, aged about 35 years, occ: agriculturist, [9] **Sau. MONICA SHAMKANT SATAV**, aged about 30 years, occ: agriculturist, [10] **SUSHILA NARAYAN SATAV**, aged about 55 years, occ: household, all residing at, At & Post, Wagholi, District Pune, [11] **NILESH SHASHIKANT OSTWAL**, aged about 38 years, occ: business, [12] **Mrs. PADMA SHASHIKANT OSTWAL**, aged about 62 years, occ: household, No.11 and 12, both residing at, A-26, Swaprashwanth Society, Market yard, Pune : 411 037, through their duly constituted attorney being the promoter/owner/developer herein..... hereinafter collectively referred to as the **"CONSENTING PARTY"**, which expression shall, unless repugnant to the context or meaning thereof shall mean and include his/ her / their legal heirs, successors, executors, administrators and assigns ...of the THIRD PART,

W H E R E A S,

a. the Promoter / Owner / Developer is entitled to develop all that piece and parcel of Land in all admeasuring "Hectare 01=60 Ares" (16,000 sq.mt.), out of the Land bearing:-

(i) Gat No. 861/1 (Old Gat No. 862) admeasuring area 00 Hector 0= 80 Are, (8000 sq. mtrs) out of the total area admeasuring Hector 0=97 R (Inclusive pot Kharaba),

(ii) Gat No.861/2 (Old Gat No862), admeasuring area 00=Hector 0=80 Ares (8000 sq.mt), out of the total area admeasuring Hector 0=97 (inclusive of pot Kharaba),

both adjacent to each other, thus in all admeasuring Hector 1=60 Ares, situate at village Wagholi, Taluka, District Pune. Within the limit of Registration District of Pune, Sub Registrar, Haveli, Pune and within the limits of Zilla Parishad, Pune of the City of Pune and within the limits of Gram Panchayat of village Wagholi, Taluka Haveli, District Pune, more particularly described in the SCHEDULE.1 written herein (hereinafter referred to as the said **"LAND"**), on the basis of and by virtue of various instruments of Sale deeds / Development agreement as mentioned below

Name of Vendor / Owners	Gat No. & Hissa No.Area Hector = Ares	Sale deed / Development agreement dated, Registration No. & Haveli
M/s Shrisai Promoters & Builders (now known as Windsor Shelters)	Gat No.861/1 H 00 = 40 Ares	By sale deed dated 09.05.2011, duly registered in the office of the sub-Registrar, Haveli No.11 at serial No.4084/2011 on

		09.05.2011.
Namdev Yashwant Satav & others (now Consenting Party No. 1 to 5 herein)	Gat No.861/1 H 00 = 40 Ares	By Development agreement dated 27.04.2010 duly registered in the office of the sub-Registrar, Haveli No.10 at serial No.4747/2011 on 27.04.2011
M/s Shrisai Promoters & Builders (now known as M/s Windsor Shelters)	Gat No.861/2 H 00=20 Ares	By sale deed dated 18.12.2009 duly registered in the office of the sub-Registrar, Haveli No.2 at serial No.9016/2009 on same day.
Nilesh Shashikant Ostwal and Mrs. Padma Shashikant Ostwal (now Consenting Party No. 11 to 12 herein)	Gat No.861/2 H 00=20 Ares	By Development agreement dated 09.06.2011, duly registered in the office of the sub-Registrar, Haveli No.2 at serial No.5443/2011 on 10.06.2011;
Narayan Yashwant Satav & others(now Consenting Party No. 6 to 10 herein)	Gat No.861/2 H 00=40 Ares	By Development agreement dated 27.04.2011, duly registered in the office of the sub-Registrar, Haveli No.10 at serial No.4747/2011 on same day;

Whose also stand duly mutated in the 7/12 extract of the said Land respectively for the portion of the land purchased thereto and the Owners of their respective portions of the land have been added as the Consenting Party herein (said **"CONSENTING PARTY"**)

- b. The Land is in residential zone as per the Final Regional Plan of Pune Region,
- c. the Hon'able Collectorate of Pune, being the Planning Authority under Maharashtra Regional and Town Planning Act,1966, sanctioned and approved the plan for the construction of building on the said Land, and vide its order bearing No.PMH/NA/SR/749/2011 dated 13.10.2011 and also vide its revised order bearing No.PMH/NA/SR/998/2014 dated 16.10.2014 also vide its revised order bearing No. SR/793/16-17 dated 20.07.2017 passed under Section 44 of the Maharashtra Land Revenue Code, 1966 permitted the Non-Agricultural Use of the said Land for the purpose of residence and having received Completion from PMRDA bearing certificate no. sr no./1971 dated 03/11/2015 The Government of Maharashtra, Environment Department, issued Environment Clearance Certificate bearing number SEAC-2212/C.R.148/TC-II dated 08/04/2015.

- d. The Promoter / Owner / Developer, accordingly, has plans to develop the said Land in various phases by using, utilizing and consuming the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area thereof so also availing of the additional such FAR/ FSI either by way of Transferable Development Rights (TDRs) and/or floating FAR/ FSI and/or otherwise,
- e. the Promoter / Owner / Developer accordingly commenced the development of the said land and construction of the buildings thereon, under the supervision of M/s Vinod & Associates, Architects, the Architects who has drawn the plans, registered with the Council of Architects, and the structural engineer, Hansal Parekh and Associates, who has drawn drawings for structures thereof, appointed by the Promoter / Owner / Developer, The Promoter/Owner/Developer herein has reserved right to change aforesaid Architects and Engineers before the completion of the building.
- f. the Purchaser desired to purchase from the Promoter/Owner/ Developer, a flat together with exclusive facility (specifically agreed to, if any), more particularly described in SCHEDULE.2 written herein and delineated in the floor plans annexed hereto, (hereinafter collectively referred to as the said "**FLAT**"), for and at the price hereinafter agreed,
- g. the Promoter/Owner/Developer gave inspection to the Purchaser of all documents of title relating to the said land, development rights of the Promoter/Owner/Developer the plans, designs, specifications, title report of the Advocate and all other documents as are specified under the Maharashtra Ownership Flats Act,1963,
- h. the copies of the certificate of title issued by the Advocate, extract of VF No.7/7A/12 and the concerned extract of the approved floor plans have been annexed with this agreement,
- i. subject to otherwise agreed, reserved and provided herein, the parties hereto therefore, have executed this agreement to sell, witnessing the terms and conditions thereof, in compliance to section 4 of the Maharashtra Ownership Flats Act,1963, as follows:
 - ii. The Developer has registered the said Project under the provisions of the said Act with the Real Estate Regulatory Authority on _____ bearing Registration No._____; the authenticated copy of the same is annexed hereto and marked as ANNEXURE-__;
 - iii.

NOW THIS AGREEMENT TO SELL WITNESSETH:

DEVELOPER'S OBLIGATION TO CONSTRUCT BUILDING/S AS PER SANCTIONED PLAN:

- a. The Developer shall construct the building/s consisting of parking, ground and upper floors, on the said Land in accordance with the plans, designs and specifications approved by the Pune Municipal Corporation, and which have been seen and approved by the Purchasers subject to such variations, alterations, modifications and changes, as the Developer in its sole discretion may think fit and necessary or as may be required by the Pune Municipal Corporation/ the Government to be made in it or any of it.
- b. The Purchaser/s hereby accord/s his/her/their irrevocable consent to the Developer for carrying out or making variations, alterations, modifications and changes in the sanctioned plan/s of the building(s) being constructed upon the said Land by amalgamating the adjoining lands/plots with it or otherwise and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the Pune Municipal Corporation, planning authority, competent authority or Government or any officer of any Pune Municipal Corporation, at the sole discretion and choice of the Developer;
- c. The Developer herein specifically informed to the Purchaser that, the present sanctioned building plan received from the Local Authority is for the major part of the FSI of the said land and further sanction for the building plans for remaining FSI/ FAR for road widening area, F.S.I. for the roads & Internal Road, amenity spaces etc. and use of TDR (Transferable Development Rights) and paid F.S.I , if any, is yet to be obtained and for that the upper floor plans have to be changed and hence the Purchaser/s hereby gives his/her/their irrevocable consent to the Developer herein to carry out such alterations, modifications in the plan/s sanctioned or to be sanctioned for the building/s or wing/s of the building/s under construction or to be constructed and to change elevation of the building/s, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, as the Developer in their sole discretion thinks fit and proper and further such modifications or alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.
- d. Provided that the Developer shall have to obtain prior consent of the Purchaser/s if such alterations and modifications adversely affect the construction of the Flat only, which is agreed to be allotted to the said Purchaser/s. The Purchaser/s herein shall have no right to withhold such permission and shall give such permission as and when required by the Developer herein.

- e. Subject to other terms and conditions herein, the Vendor, the Developer hereby agreed to Sell, assign, Sell or otherwise convey the said Flat (described in SCHEDULE.II and delineated in the floor map annexed hereto), unto and in favour of the Purchaser herein, and the Purchaser accordingly agreed to acquire and purchase the same from the Vendor, at the consideration / price which is calculated on carpet area only of **Rs. _____/- (Rupees _____ Only)**, payable by the Purchaser to the Developer, as hereinafter mentioned.
- f. The Total Price is escalation-free, save and except increases which the Purchaser/Allottee hereby agrees to pay, 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 from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments.

2. **DETAIL CONSIDERATION / PRICE OF FLAT AND PAYMENT SCHEDULE:**

- a. Relying on the aforementioned representation and assurances made and given by the Purchaser/s, the Developer has agreed to allot a Residential Flat No Flat No. _____, admeasuring about ____ sq.mt. i.e. ____ sq.ft. Carpet (subject to variation of 3%) in addition to the above mentioned carpet area of the said flat, dry balcony/terrace admeasuring ____ sq. mtrs., and an exclusive open terrace admeasuring ____ sq. mtrs., is appurtenant/attached to the said flat for the exclusive use of the Purchaser herein on _____ Floor, in Building No____ in the scheme known as **MAPLE WOODZ**, being constructed upon the said Land more particularly described in the Schedule II written hereunder (hereinafter referred to as the said **Flat**), out of which bare Flat is shown in the floor plan thereof, hereto annexed and marked as Annexure-B for a total consideration of **Rs. _____/- (Rupees _____ Only)**, including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also including the expenses for obtaining electric connection from M.S.E.D.C.L., proportionate charges of legal and infrastructure expenses, Local and Corporation expenses for conveyance, excluding Stamp duty, Registration fee and GST or any other government taxes which shall be borne and paid by the Purchaser herein. The nature, extent and description of the common areas and facilities and restricted areas and facilities, are more particularly described in the Schedule-III written hereunder and the Promoters herein has agreed to provide the Specification and amenities in the said Flat are more particularly described in the Annexure-D annexed hereto. Despite the said legal

position, it is also agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the amount of Service Tax and/or as per the government Notification on Goods and Service Tax (GST) shall be levied from 1st July 2017 and its rate will be 12% or as declared by the Central and/or State Government by the Government or any authority on every installment of payment of consideration and if any taxes are levied on the present agreement at present or in future then the Unit Purchaser/s shall be liable to pay the same.

- b. The Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees_____only) as advance payment and the same will be adjusted in the first installment. The Purchaser/s hereby agrees to pay the amount of the aforesaid agreed consideration to the Developer in the following manner:

%	Total	Description
10		Paid Rs. _____/- By Cheq/DD.No. _____ Dt. __/__/2017, of _____ Bank before the registration of this Agreement.
20		To be paid within 2 weeks on or after or at the execution and Registration of Agreement
15		to be paid on completion of the Plinth of the building in which the said Flat is located.
25		to be paid on completion of the slabs including podiums and stilts of the building in which the said Flat is located.
5		to be paid on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
5		to be paid on completion of the sanitary fittings, staircase, lift, wells, lobbies up to the floor level of the said Flat is located.
5		to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building .
10		to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby /s, and all other requirements as may be prescribed in the Agreement of sale of the building in which the

		said Flat is located.
5		Against and at the time of handing over of the possession of the Flat to the Allottee's/Purchaser/on or after receipt of completion certificate.
Total		(Rupees _____)

Subject to the terms of this Agreement and the Promoter abiding by the construction mile stones, the Purchaser/Allottee/s shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque / demand draft only or online payment (as applicable) in favour of **"WINDSOR SHELTERS MAPLE WOODZ A & D BUILDING ESCROW - STATE BANK OF INDIA A/C No. 37033624961, IFSC Code – SBIN0001399, Branch Tilak Road, Pune** The Promoter herein on due date / or on reaching aforesaid construction milestone / stage as mentioned in the said clause b above shall intimate the amount payable in writing or by digital E-mail to the Purchaser/Allottee and the Purchaser/Allottee shall make payment of such due amount to the Promoter within seven days from the date of such intimation. The Purchaser/Allottee/s herein specifically agrees that he/she/they shall pay the total consideration along with the GST and such other applicable taxes.

The Purchaser/ Purchaser/Allottee/s 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 Purchaser/Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/Allottee/s as per the Payment schedule above mentioned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

- c. That the Purchaser/s shall pay the aforesaid amount/ installments on its respective stages of installments or within 7 (seven) days of the receipt of a written intimation by post or email from the Developer to the Purchaser/s calling upon the Purchaser/s to make the particular payment/s or installment/s. The aforesaid payment/s of installments on its respective due date is the essence of this Agreement. The Architect Certificate for work done of respective stages of construction of building/s shall be conclusive and final and binding upon the Purchaser/s.

- d. It is hereby agreed that, the time for the payment as specified above is the Essence of Contract and on 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 condition of this agreement and the Developer herein shall be entitled to take such action as they /its/ is / are entitled to take in case of breach of any condition of this agreement, including termination of this Agreement; The amount to be paid by the Purchaser to the Developer as agreed to above, shall be the essence of the contract.
- e. The installments of the amount agreed to be paid and payable by the Purchaser to the Developer as mentioned above, shall always be the essence of this agreement.
- f. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area allotted to Purchaser/Allottee, the Developer shall demand additional amount from the Purchaser/Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as shall be computed considering the agreed consideration herein.
- g. The Purchaser/Allottee shall bear and pay and shall be liable always to bear and pay all such amount levied as property tax/ cess/ charges/ duties on the said Flat and on the said building proportionately or the fixtures and fittings therein, by the local authority or any other authority under any statute/ rules/ regulations/ notifications/ orders/ contracts, from the date of the completion certificate of the said Flat.
- h. If at any time, after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge/ betterment tax/ or Goods and Service Tax or any such tax penalties et cetera, by whatever name called, is or are levied or recovered or becomes payable under any statute/ rule/ regulation/ notification/ order/ in force or which shall be enforced, either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the Project land or the said Flat or the said agreement or the transaction herein, shall exclusively be borne and paid (and the same is paid, reimburse) by the Purchaser/Allottee. The Purchaser/Allottee hereby, indemnifies

the Developer and the Purchaser/Allottee's organisation from all such levies, cost and consequences. The Purchaser/Allottee shall pay the amount of such GST as may be called upon by the Developer, either to the Developer or in any specific account for collection of GST as may be directed by the Developer. The Purchaser/Allottee shall not be entitled to possession of the said Flat, unless he pays such amount of GST and other dues, if any.

- e. it is agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the amount as per the Indian Government implementation of Goods and Service Tax (GST) from 1st July 2017 and its rate is 12% declare by the Central and/or State Government and/or any authority on every installment of payment of consideration. If at any time, the execution of this agreement, the GST, Etc., will be changed or increased under respective statutes by the Central and State Government or any authority respectively and further of any time before or after execution of this agreement any additional tax/ duty/ charges/ cess/ premium/ surcharge etc, by whatever named called are levied or recovered or becomes payable under any statute/ rule/ regulation/ notifications/ order/ either by the Central or state Government or by any local authority or any revenue or any other authority, in respect of the said Land and on the present agreement then the Flat Purchaser/s shall be liable to pay the same exclusively and the Vendor & the Developer shall not be liable to pay or bear the same; The Developer shall intimate the Flat Purchaser/s and the Purchaser shall be liable to pay the same. The Developer shall intimate the Flat Purchasers about the imposition of the abovementioned taxes or any other taxes that may be levied due to construction of the present Agreement or by any amendment to any of the tax laws by the Government. The Flat Purchaser shall pay the said tax to the Developer within 7 (seven) days from the date of intimation. If the Flat Purchaser fails to pay the said tax within the stipulated period then their shall remain a lien or charge of the said arrears on the said flat in favor of the Developer and the Developer shall be entitled to recover the same from the Flat Purchaser with interest thereon. The Purchaser/s hereby always indemnifies the Vendor & the Developer from all such levies, cost and consequences.

3. **INTEREST ON THE AMOUNT DUE:**

Without prejudice to the right of the Developer to terminate this agreement in the manner as aforesaid for any breach arising out of any delay in payment of the installments of the consideration on its respective stages and/or any other amount become due and payable under this agreement, the Purchaser/s shall be bound and liable to pay interest at the rate of rate of interest @ State Bank of India highest marginal cost of lending rate + 2%, p.a., for every month of delay with quarterly rests, on all such amounts which become due and payable by the Purchaser/s to the Developer till the date of actual payment, provided that tender

of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement nor shall it be construed as condoned of the delay by the Developer.

4. **TERMINATION ON DEFAULT IN PAYMENT AND BREACH OF CONDITIONS:**

- a. On the Purchaser/s committing breach by delaying the payment (including his/her/their proportionate share of taxes, etc. levied by the concerned authority and any other outgoings) 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 Developer shall, without prejudice to as stipulated in clause 2b 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 Developer shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee's and the Purchaser/Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deduction of a sum of Rs. 2,00,000/- (Rupees Two Lakh Only) as and by way of liquidated damages.
- b. In the event the Purchaser/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 flat, 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.
- c. In case refund for the amounts paid such as government charges, stamp duty, GST, registration fees etc. shall have to be claimed directly by the Purchaser/Allottee/s from the concerned authority. The Developer shall not be liable to for the same for any reasons whatsoever. Expenses for the refund claim will be bear by the purchaser/ allottee/s and developer will be provide necessary detail and signature of the papers without any cost.
- d. The standard fixtures, fittings and amenities to be provided by the Developer in the said building and the Flat are as set out in **Annexure 'D'**, annexed hereto and the Purchaser shall not be entitled to any extras.
- e. Upon such termination the Developer shall be at liberty to dispose off and allot the said Flat to any such person and at such price as the Developer may, in its discretion, deem fit and proper and in furtherance thereto it shall not be open to

the Purchaser/s to restrain the Developer from allotting the said Flat, on whatsoever ground.

5. **OBSERVANCE OF THE CONDITIONS OF THE SANCTIONED PLANS:**

It is hereby agreed that the Vendor & the Developer and the Purchaser/s shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been or which may be imposed by the Pune Municipal Corporation at the time of sanctioning the plans and specifications or any time thereafter or at the time of granting the Completion Certificate.

6. **CONSTRUCTION IN PHASES: -**

- a. The Developer is developing the said property in two phases. the Phase I on Land Area 6889.48 Sq. mt and build 4 buildings called B/C/E/F and used FSI 17969.11 sq.mt. all buildings are completed and got completion certificate from the authority and Phase II on Land Area 3535.87 Sq. mt and work in progress of 2 buildings called A & D and using FSI 6286.49 sq.mt. in FSI area included basic FSI and Paid FSI and other if any, which is the subject matter of this agreement to sell. out of that area admeasuring 2910.00 sq.mt is kept Amenity purpose and that is not part of this project, that will be develop separately The Developer shall have right to enter into different Agreements with prospective Purchasers for different Phases separately though the Common Amenities and facilities mentioned herein are common for both or other Phases. The said Phases, at the discretion of the Developer, may be developed in phases or simultaneously with each other. The Unit Purchaser/s has/have no objection for such Phase wise development. The Developer herein is constructing building/s on the remaining portion of the said land in phases. The Unit Purchaser/s undertakes that he/she/ they shall not raise any objection on whatsoever ground including nuisance and annoyance or shall not obstruct the construction in any manner. Even if the Developer is constructing two different phases the purchaser has right to use all the common amenities of both phases.
- b. In the layout of the project land, services such as underground water tank, Sewage Treatment Plant and Organic waste converter, MSEDCL Transformer and room, Club House, Gymnasium, children play area, borewell, etc, are common for all the buildings and entire project.
- c. The Flat Purchaser / s consents and authorizes the Developer to utilities and take connections from water, electricity, sewage or drainage lines and other convenience in the said scheme / buildings as and when they require.

7 **UTILISATION OF FSI/FAR/TDR:**

- a. It is hereby declared that sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s. TDR may be made available due to the change in the bye laws or the policy, then the Developers shall be entitled to utilize the said on the said property by changing the existing sanctioned plans. In this Agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.
- b. The Developer shall have right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other Paid FSI or TDR (Buildable Potential) granted by the appropriate authority and the Developers are entitled to use the same on the said land by constructing or raising any additional floor/s of the building/s or converting terrace area into constructed tenement, which is/ are under construction or to be constructed on the said land. The Developers shall have every right to sell the unconsumed FSI or TDR & etc of the said land to any other party at any price as the Developers may deem fit. The Purchaser/s herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.
- c. After consuming such balance and/or additional F.A.R. by constructing additional buildings or extensions and/or additional floor/s containing Units, the Promoters shall be entitled to sell such Units for such permissible user as the Promoters may think fit and proper to any person or persons for such consideration as the Promoters may in their absolute discretion deem fit subject to the terms & condition in the Joint Development Agreement dated 28/06/2012.
- d. The Promoter shall be entitled to use the present un-utilized and/or additional built up area/F.S.I. in respect of the "Said project land" in any other property by floating the same and/or in the same Property as and when the same is permitted either by way of construction of new building or extension of the building as may be permitted. Likewise the Promoter shall also be entitled to use F.S.I. / T.D.R. pertaining to other property on the said Property as and when permitted by the concerned authority. The Purchaser/s has/have hereby given his/her/their irrevocable consent there for and the Promoter shall be entitled to revise the plans, get them sanctioned from the concerned authority and construct the additional units permitted by the concerned authority and to allot/sell them to various persons. The Purchaser/s shall have no objection for the said new Purchaser/allottees to be admitted as members of the Association/Society. The Association shall get the new transferees admitted as its members. The Promoter shall also be entitled to transfer or assign the said right to any other person. The said property shall be conveyed subject to the said right.

8. **DISCLOSURE AS TO TITLE:**

The Vendor & the Developer has made full and true disclosure in respect of the title of the said Land. The Vendor & the Developer has also disclosed to the Purchaser/s nature of its right, title and interest and right to construct building/s upon the said Land. The Vendor & the Developer has also given inspection of all documents of title to the Purchaser/s as required by law. The Purchaser/s having acquainted himself / herself / themselves with all the facts and right of the Vendor & the Developer has entered into this Agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question the title of the respective Owners and the right/authority of the Vendor & the Developer in respect of the said Land.

9. **SPECIFICATIONS:**

- a. The specifications, fixtures and fittings to be provided by the Developer in the building comprising said Flat and common specifications thereof are set out in Annexure "D" annexed hereto, provided that same may be modified/changed to the extent as may become necessary or as may be deemed expedient by the Developer from time to time and in respect therewith or in pursuance thereof, the Purchaser/s shall have no claim by way of compensation or damages, whatsoever.
- b. No extra specifications, fittings, fixtures and work shall be provided by the Developer and the Purchaser/s shall not be entitled to demand the same, unless the same is informed in writing in advance before commencement of the respective stage.

10. **POSSESSION OF FLAT & ALLOTMENT OF PARKING SPACE:**

- a. The Promoter shall give possession of the Flat to the Purchaser/Allottee on or before 15-12-2017. If the Promoter fails or neglects to give possession of the Flat to the Purchaser/Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/Allottee the amounts already received by him in respect of the Flat with interest at the same rate as may be mentioned in clause 3 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.
- b. However in case the Purchaser requests for any change in the civil work or any other work in the said Flat and the Promoter agrees to carry out the same, then in such case the Promoter shall be entitled for three months extension of time for giving possession of the said Flat to the Purchaser.
- c. The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee's/Purchaser/s as per the agreement shall offer in writing the possession of the Flat, to the

Allottee's/Purchaser/s in terms of this Agreement to be taken within 15 days (Fifteen Days) from the date of issue of such notice and the Promoter shall give possession of the Flat to the Allottee's/Purchaser/s. The Promoter agrees and undertakes to indemnify the Allottee's/Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee's/Purchaser/s agrees to pay the maintenance charges and such other charges as may be levied by the government or local bodies including Grampanchayat or any such authorities as determined by the them or the Promoter or association of Allottee's/Purchaser/s, as the case may be. The Allottee's agrees to pay the maintenance charges as determined by the Promoter or association of Allottee's, as the case may be.

- d. Before taking possession of the Flat, the Purchaser/Allottee shall take thorough inspection of the Flat, and in case he finds any defect or fault, he shall bring it to the notice of the Promoter, in writing. The Promoter shall cure such defect within 15 days of the written intimation by the Purchaser. The period needed for rectification shall not be considered as delay in handing over the possession. The Purchaser shall not be entitled to raise any claim or complaint once possession of the Flat is received by him/her.
- e. Before taking of possession of the said Flat the Purchaser/s shall satisfy himself/themselves about the correctness of the area of the said Flat and about the quality of construction work and specifications/amenities provided. Upon delivery of possession the Purchaser/s shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived.
- f. It is understood between the parties that it is the necessity and requirement of the flat purchasers that the open parking spaces be earmarked amongst them to have orderly and disciplined use and to avoid any confusion, dispute and differences amongst the flat purchasers. With this view the Promoter, on the request of the flat purchasers herein is keeping a record of the selection of the open car parking spaces to be done by the flat purchasers from the Association/Society. The Promoters has not taken any consideration for such selection. It is specifically agreed by the Purchaser/s herein that the selection and the process of earmarking of the open parking spaces is been done by the Promoter specially on the request of the Purchaser/s and if for any reason it is held that such selection and earmarking of the parking spaces is not proper then the Purchasers (including the Purchaser herein) shall be entitled to use the entire open parking area as common with others and the flat purchaser/s shall not be entitled to ask for refund of any amount or consideration as the promoter has not received any consideration for such selection.

- g. All the flat purchasers in this project shall amongst themselves, for the sake of orderly use and avoidance of dispute in future shall select open car parks amongst themselves on 'first come first serve' basis and amongst themselves agree that they shall get the said selection ratified/confirmed from the Association/Society. The Purchaser/s has/have selected open car park for himself/herself/themselves as stated herein and the Purchasers confirm that the Promoters have not done the said selection and have not taken any separate consideration thereof and the Promoter has given their consent for the same subject to the terms of this Agreement.
- h. It is agreed between the parties hereto that, the Vendor & the Developer has reserve exclusive right to allot specific parking space to the Purchaser and the Purchaser shall not be entitled to raise any objection in that behalf.
- i. If the Vendor & the Developer fails or neglects to deliver possession of the said Flat to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, 1963 by the aforesaid date or the dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with simple interest at nine per cent per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid, provided that, by mutual consent, the dispute, whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the Competent Authority who will act as an Arbitrator;
- j. Provided that the Vendor & the Developer shall be entitled to reasonable extension of time for handing over possession of the said Flat on the aforesaid date, if the completion of building in which the said Flat is to be situated is delayed on account of:
- (i) Non-availability of steel, cement, other building material, water or electric supply;
 - (ii) war, civil commotion or act of God;
 - (iii) any notice, order rule, notification of the Government and/or other public or competent authority or any changes that may be effected hereafter which are relevant to or connected with the subject matter of this agreement;
 - (iv) delay in grant of any NOC/permissions/ licenses, connections/ installations including services such as electricity and water connections and meters connected therewith or drainage or road NOC's or as well as completion certificate from the appropriate authorities;
 - (v) Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of the Developer to terminate this Agreement under clause above);
 - (vi) Any act beyond control of the Vendor & the Developer.

- l. The Developer shall not be liable to deliver possession of the said Flat until the Purchaser/s pays all amounts dues and payable to the Developer in pursuance hereof.

11. Failure of Allottee's/Purchaser/s to take possession of Flat/Unit:

- a. Upon receiving a written intimation from the Promoter as per clause mentioned, the Allottee's/Purchaser/s shall take possession of the Flat from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed, and the Promoter shall give possession of the Flat to the Allottee's/Purchaser/s. In case the Allottee's/Purchaser/s fails to take possession within the time provided in the clause mentioned in the agreement by such Allottee's/Purchaser/s shall continue to be liable to pay maintenance charges as applicable from date of intimation given by the Promoter that the said Flat/s are ready for use.
- b. If the Developer fails or neglects to deliver possession of the said Flat to the Purchaser/s on account of reasons beyond its control and of its agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, 1963 by the aforesaid date or the dates prescribed in section 8 of the said Act, then the Developer shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the said Flat with simple interest at nine per cent per annum from the date the Developer received the sum till the date the amounts and interest thereon is repaid, provided that, by mutual consent, the dispute, whether the stipulations specified in Section 8 have been satisfied or not, will be referred to the Competent Authority who will act as an Arbitrator;
- c. The Developer shall not be liable to deliver possession of the said Flat until the Purchaser/s pays all amounts dues and payable to the Developer in pursuance hereof.

12. NOTICE TO PURCHASER/S TO OCCUPY FLAT & DEFECT LIABILITY:

- a. The Purchaser/s shall take possession of the said Flat within 15 days of the Developer giving written notice or Email to the Purchaser/s intimating that the said Flat is ready for use and occupation.
- b. if within a period of five years from the date of handing over the Flat/s to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat/s are 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 Purchaser/Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, provided regular maintenance and due care has been taken by the Purchaser/Allottee to keep the Flat/s in good conditions and repairs.

- c. Provided however, that the Purchaser/Allottee/s shall not carry out any alterations of whatsoever nature in the said Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser/Allottee/s 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.
- d. Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated 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 Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e. Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.
- f. The Purchaser/Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.
- g. The Purchaser/Allottee shall not dump any unwanted waste in the drainage line/commode/bathroom/kitchen sink, which may cause the blocking of the drainage line of the building. In case the drainage line is blocked due to any dumping or any fault on part of the Purchaser/allottee, the Purchaser/allottee shall be responsible for all the expenses or damages that may be incurred by any other Purchaser/Allottee or the Promoter or the Society as the case may be.
- h. The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Flat/s by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

12. PURPOSE OR USE OF THE FLAT:

- a. The Purchaser/s shall use the said Flat or permit the same to be used only for the purpose permitted by the concern Authority. The Purchaser/s shall use the parking

space (if allotted) only for the purpose for keeping or parking the Purchaser's own vehicles only.

- b. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Plot and Building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned.

13. FORMATION OF THE FLAT BUYERS ORGANIZATION:

- a. The Purchaser/s along with other Purchasers of units in the building/s constructed or under construction or to be constructed upon the said Land and/or in amalgamation with adjoining properties to which the developer may be entitled, shall join in forming the Flat Buyers Organization either in the nature of the Co-op. Housing Society by the name of "Maple Woodz Co.Op.Hsg. Society" and the said name already obtained from the Registrar of the Society for this purpose and also from time to time sign and execute all the applications for registration and/ or membership and other papers and documents necessary for the formation of the Flat Buyers Organization including the bye-laws thereof and duly fill in, sign and return to the Developer within 15 days of the same being forwarded by the Developer to the Purchaser/s, so as to enable the Developer to form Flat Buyers Organization, as contemplated under section 10 of the said Act within the time limit prescribed by the Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, sale Management and Transfer) Rules 1964. The Purchaser/s shall not be entitled to raise any objection in respect of any changes or modifications are made in the draft bye-laws and/ or declaration, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- b. Provided that, after conveying the title to the association of Purchaser/allotees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any Flat/s or building which is still not sold or allotted and shall be allowed to do so by Society without any restriction on entry of the building and development of common areas.
- c. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance is completed the Promoter/ Developer will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head

towards the share in common expenses in respect of the unsold flats. Also the Purchaser/allotees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.

14. **CONVEYANCE:**

Unless prevented by circumstances beyond the control of the respective owners and the Developer, it is agreed that after completing of all phases of an entire project and obtained the final completion certificate from the concerned authority after that 6 (six) months , the Developer shall cause to execute the conveyance by way of Sale Deed/ Conveyance Deed in favour of the Society in favour of the Flat buyer/s, as the case may be, in accordance with the terms and provisions of this Agreement to the extent as may be relevant, however, subject to payment of all dues, amounts and consideration including stamp duty etc.

15. **OUTGOINGS AND PROPORTIONATE CONTRIBUTION :**

- a. Commencing a week after notice in writing is given by the Developer to the PURCHASER/S that the said Flat is ready for the use and occupation, the PURCHASER/S shall be liable to bear and pay from the date of completion of construction work of the said Flat, the proportionate share (i.e. in proportion to the floor area of the said Flat) of outgoings in respect of the said Plot and building/s namely local taxes, betterment charges or such other levies by the Pune Metropolitan Regional Development Authority (PMRDA) 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 said Plot and building thereon.
- b. Prior to delivery of possession of the said Flat, the Purchaser shall pay as and towards common maintenance deposit for (i) residential flat @ Rs.150/- per sq.ft. of gross area of the concerned flat. And 3.50/- per sq.ft.on carpet including terrace and Dry balcony area For 24 months this should be deposited in advance before the possession of the said flat.
- c. The Developer shall invest such amount collected from the Purchaser/s in any recurring fixed deposit scheme of any bank. Out of the interest of the invested amount as well as monthly payment of maintenance charges, the maintenance shall be done and looked after by the Developer till handing over possession of the entire scheme to the unit buyer's organisation as agreed to herein. Upon handing over possession of the entire scheme to the unit buyer's organisation, the Developer shall hand over the entire charges of the maintenance and the balance amount thereof, to the office bearers of such organisation.

- d. The Purchaser/s has understood the entire scheme of maintenance in detail. The Purchaser/s admits and agrees to the same, so that the maintenance of the entire complex is not hampered in any way due to lack of or nonpayment of the finance or charges by the members of the organization.
- e. It is also clearly understood that, this shall not preclude the Developer and/ or such organization to claim, demand and raise the maintenance charges independent of such and said contribution from the holder of the Flats, provided the decision to that effect is duly taken by the Developer and/ or such organization, as the case may be.
- f. Without prejudice to the above, in the event of the DEVELOPER and/ or the units buyers organization decide that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Purchaser/s shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by such organization.
- g. Any default therein, shall entitle the Developer and/ or Flat buyers organization, as the case may be, to claim reasonable interest, without prejudice to the right of the Vendor & the Developer and/ or such organization, as the case may be, to treat the same as default and breach of this agreement and rules and regulations.
- h. The Purchaser/s shall maintain at his/ her own cost the said Flat, fixtures, fittings, elevations, so also exclusive rights relating to area/s and/or facility/ties, sold and granted specifically, if any.
- i. It is specifically agreed between the parties that, whenever the Promoter handover the maintenance and the day to day management of the project to /Society, the /Society shall be bound to take over the management of the and the maintenance of the project.
- j. The maintenance amount / outgoing charges mentioned above, shall include only following items:
 - i. Housekeeping and cleanliness
 - ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System,
 - iii. Running cost of all the equipments and instruments above (except the cost of electricity generator
 - iv. Common electricity bills for common area of buildings and common areas of the Society Security charges
 - v. Salary of the property manager, Gardening charges Running expenses for clubhouse, Gym and salary for instructor and play areas and

equipments, Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses

- vi. Non agricultural taxes and any other similar taxes, Pest control expenses
 - vii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points. Elevator repairs & maintenance contracts (AMC) along with lift inspection charges.
 - viii. Firefighting certification, Supply of water tanker, PMC water charges. Operational and electricity charges for the sewage treatment plant for the Society;
 - ix. Environment clearance fees; Property tax for Club House; Garbage Chute
- k. The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilized by the Promoter as listed, only for common maintenance of the project "MAPLE WOODZ". The Promoter shall cause maintenance of the building till handing over responsibility of the same to the Association/Society. Upon handing over the Society shall also cause maintenance of the common areas and amenities at their own cost. The Purchaser/Allottee's of all Buildings, shall contribute proportionately for the maintenance of common areas and amenities. The Promoter shall not be responsible for the maintenance or the failure in maintenance of the common areas and amenities. Society or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Purchaser/Allottee's, without prejudice to the other rights and powers of the organization.
- l. The flat Purchaser/s agrees/agree that the Promoter/ Developer shall not be eligible for payment of any charges to the Society for admitting such individuals who have purchased flat directly from the Promoter/ Developer and that the Society shall grant NOC on demand for serving various purposes however NOC required to be produced before the Registering Authority is deemed to have been given at the execution of this agreement and no separate document is to be obtained by Promoter/ Developer from the Association/Society.
- m. The Purchaser/Allottee has agreed that the monthly maintenance will start from the date of first intimation letter given to any of the Purchaser/Allottee in the said Scheme that the said Flat is ready for Possession.

16. COVENANTS AS TO USAGE AND MAINTENANCE OF FLAT:

The Purchaser/s with intention to bring all persons into whose hands the said Flat may come, doth hereby covenant with the Vendor & the Developer for the said Flat and also for the building in which the said Flat is situated as follows:

- a. To maintain the said Flat at the Purchaser's own cost in good tenantable repair and conditions from the date of completion certificate or the date on which the said Flat is

occupied (whichever is earlier) and shall not do or cause to be done anything in or to the said Flat or the building in which the said Flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of the concerned local or any other authority or change/ alter or make addition in or to the said Flat and/ or the building in which the said Flat is situated and the said Flat itself or any part thereof.

- b. Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction/ structure of the building in which the said Flat is situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or is likely to cause damage to the staircase, common passages or any other structure of the said building in which the said Flat is situated and in case any damage is caused to the said Flat or any part of the said building/s in which the said Flat is situated on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the Breach.
- c. To carry out at his/ her/ their own cost all internal repairs to the said Flat and maintain the said Flat in the same conditions state and order in which it was delivered by the Vendor & the Developer to the Purchaser/s. The Purchaser/s shall not do or cause to be done in or to the building in which the said Flat is situated anything contrary to the rules and regulations and bye-laws of the Pune Metropolitan Regional Development Authority (PMRDA) or other public authority. And in the event of the Purchaser/s committing any act or omission in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or public authority.
- d. Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Flat or any part thereof, nor any alterations in the elevation and outside color scheme of the said building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or in any manner damage to columns, beams, walls, slabs or RCC part or other structural members in the said Flat without the prior written permission of the Developer and/or Flat/Office Buyers Organization.
- e. Not to demolish or excavate the exterior wall or any portion thereof facing towards the terrace/s of the other units in the building or fix the door/s, window/s or keep the hole/s or opening/s therein in any manner whatsoever or install AC/s or exhaust fan/s in such manner, whereby the privacy of other units having independent terrace/s of the building, would be affected and the Purchaser/s shall be bound and under

obligation to take at most care and caution as may be required for safeguarding, keeping and maintaining privacy of the other units of the building/ Complex, wherein the said Flat is located.

- f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the premises or any portion of the said Land and building in which the said Flat is situated.
- g. The Purchaser/s shall not license, let, sub-let, transfer, release, gift, assign or part with Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Developer under this agreement are fully paid up to the Developer and until the Developer has granted his written consent there form.
- h. The Purchaser/s shall observe and perform all the rules and regulations and bye-laws of the Flat Buyers Organization and the additions, alterations or amendments thereof that may be made from time to time for better protection and maintenance of the said building or Project and the units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being in force of the Pune Metropolitan Regional Development Authority (PMRDA) and/or Govt. and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions lay down by the Flat Buyers Organization regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or to other out-goings in accordance with the terms of this Agreement.
- i. Till a conveyance of the building/s and the said Land in which the said Flat is situated is executed, the Purchaser/s shall permit the Developer and his surveyors and agents with or without workmen and others, at all reasonable time to enter into and upon the said Flat and the said Land and building/s or any part thereof to view and examine the state and conditions thereof.
- j. The Purchaser/s shall not, at any time, demand partition of his/ her/ their interest in the said Flat and/or in the said Land and it is hereby agreed and declared that the interests of the Purchaser/s in the said Flat and in the said Land and in the building/s thereon and it is agreed that the Vendor & the Developer shall not be liable to execute and/ or cause to be executed any Conveyance or any other documents in respect of the said Flat in favor of the Purchaser/s.
- k. After possession of the said Flat is delivered to the Purchaser/s, if any additions or alterations on the said Land or in respect of the building in which the said Flat is situated are required to be carried out by PMC or any Government, local and/or other statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the other units buyers of the said Land, at their own costs and the Vendor & the Developer shall not, in any way, be liable for the same.

- l. The Promoter herein has specifically informed the Purchaser/Allottee and the Purchaser/Allottee herein is also well aware that the Promoter herein is developing the scheme under the name "MAPLE WOODZ" on the project land with an intention to have the homogeneity in the scheme as to landscaping, heights and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser/Allottee or any owner or occupier of the tenement/s in the building/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme effect changes in the external elevations or to erect any outer extension 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 outs/ roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser/Allottee herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said Flat to the Purchaser/Allottee herein on ownership basis, subject to the terms and condition of this agreement.
- m. The Purchaser/Allottee herein declares that in "MAPLE WOODZ" project, the Promoter herein are providing amenities/material/plant and equipment in common facilities like club house 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 of the units to buyers of the tenements, the Society shall set it's own norms for use of common amenities in order to avoid due to misuse, injuries and casualties/ calamities and any damages of whatsoever nature caused to any person or property and for which the Promoter will not responsible,
- n. The Promoter has a right to install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project name "MAPLE WOODZ" and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.
- o. The Purchaser is aware that water supply pipes, drainage pipes and rainwater pipes, may pass through the dry balcony, balcony and terrace of the said Flat. The Purchaser shall not raise any objection for the same on any ground whatsoever at any time in future.
- p. The Promoter has specifically informed the Purchaser and the Purchaser is aware that the Promoter shall be installing /has installed solar photo voltaic panels on the terrace of the building or any other area, for their own use. The Promoter shall use the electricity generated from the solar photo voltaic panels through net metering of

their construction meter, till the completion of the project. Upon completion of the project, the Promoter may remove the same and take away the same or they may allow the same to be used by any of the flat/unit/shop purchaser. The Purchaser is aware that the same is not a common amenity and the Purchaser shall not raise any claim or objection for the same.

- q. The Purchaser is aware and the Purchaser agrees and confirms that the Promoter shall be installing a MDU (common dish antenna) of any one provider of their choice. In case the Purchaser wishes to avail services of any other provider, the Purchaser shall install MDU of provider of their choice at their own cost. The Purchaser shall not be permitted to install individual dish antenna.
 - r. In case of any disputes or complaints the Flat purchaser/s or their body shall not be entitled to express any such issues or their displeasures through or by means of any banners, hoardings, advertisements, etc. or through any social or electronic or paper media. In case of any such action on part of the Flat purchaser/s or their body, the Promoter shall be entitled to claim penalty / damages of Rs. 10,000/- per day per person against all or any defaulting person/s till such act continues. This remedy for the Promoter shall be in addition to other available remedies. However, the Flat purchaser/s or their body shall be free to pursue legal remedies in case of any such issues.
17. It is agreed by the Parties herein after completion of construction, Promoter shall not be levied any maintenance charges for common maintenance and/or water with respect to the unoccupied Flats remaining unsold in the buildings on the Project land, till sale of such Flat.
18. The Promoter may complete the entire building or any part or floor or portion thereof and give possession of 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 specific consent to the same. If the Purchaser/s take/s possession of Flat 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.
19. 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.

20. It is hereby made clear that furniture lay-out, colour scheme, elevation treatment, trees, garden, lawns etc. shown on the brochure and literature are shown only for advertisement purposes and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The balconies as shown in the sanctioned plan or pamphlet may be either kept as balconies or may be enclosed at the discretion of the Promoter. It is also understood by the purchaser that there has been deviation in the specification shown on the brochure. Hence the specification & amenities as shown in Specifications of this agreement will supersede those in the brochure.

21. BINDING EFFECT

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

22. RESERVATIONS:

- a. It is also understood and agreed by and between the parties hereto that the Promoter shall be at liberty to allot and grant exclusive facility or restricted/limited common areas facility attached to the concerned Flat, any garden area, any open space, parking space, lobby, staircase landing, terrace, to any concerned Flat purchaser and the same shall belong exclusively to such Flat Purchaser, and the such Flat Purchaser shall be entitled for exclusive use of such garden space, parking space, terrace space, as the case may be, to the exclusion of all other Flat purchasers in the building or scheme.

- b. The Purchaser/Allottee has hereby irrevocably granted and shall be deemed always to have granted his/ her consent for grant and allotment of such exclusive facility or restricted facility attached to the concerned Flat.
- c. All payments agreed to herein and otherwise required to be made by the Purchaser/Allottee otherwise, shall always be the ESSENCE OF THE CONTRACT, and failure whereof, shall be a breach of this agreement, committed by the Purchaser/Allottee.
- d. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Land and the building or any part thereof. The Purchaser/Allottee shall have no claim save and except in respect of the said Flat hereby agreed to be sold to the Purchaser/Allottee, and open spaces, parking, lobbies et cetera, will remain the property of the Promoter until the said Land and the building save and except any part reserved by the Promoter, is transferred to the Purchaser/Allotees or the said organization. The Promoter shall be entitled to dispose of such open space, terrace, parking, garden space et cetera, to any Purchaser for which the Purchaser/Allottee hereby grants and is always deemed to have granted the consent.
- e. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of the time to the Purchaser/Allottee by the Promoter for anything, shall not be construed as waiver or acquiescence on the part of the Promoter of any breach or noncompliance of any of the terms and conditions of this agreement by this Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- f. The Purchaser/Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Flat, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.
- g. The Purchaser/Allottee agrees and confirms that the covered parking for two wheeler and four wheeler, shall belong to the Promoter. The Promoter is entitled to allot and sell the covered parking for two wheeler and four wheeler to any Purchaser as they may desire. The Purchaser shall not be entitled to raise any objection to the same for any reason whatsoever. In case the Purchaser is not allotted car or two wheeler parking, he shall not park his vehicles in such covered parking area.

23. NO GRANT TILL CONVEYANCE:

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Land and building/s or any part thereof till execution of the conveyance as herein mentioned. The Purchaser/s shall, subject to the terms herein, have no claim save and except in respect of the said Flat hereby agreed to be allotted to him/her/them and all open spaces, parking areas, lobbies, staircases, terraces, recreation spaces etc. shall remain and be deemed to remain the property of the Vendor & Developer until the said Land is transferred to the Flat Buyers Organization as herein above mentioned.

24. JOINT ALLOTTEES

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

25. FORBEARANCE:

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

26. REGISTRATION :

Purchaser/s and/or the Vendor & the Developer shall present this Agreement as well as the Conveyance of the said Land in favour of the Flat Buyers Organization at the proper registration office for registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

27. PAYMENT OF TAXES:

It is agreed between the parties that if any tax, such as work contract tax, all construction related indirect taxes like Goods and Service Tax and other tax obligation like tax deduction at source under Income Tax Act or any other similar existing of future tax law will be levied by the Govt. and/ or by any other statutory authorities or become due on account of sale of the said Flat etc. and/ or any other payment incidental to this transaction, then the Purchaser/s shall be liable to pay the same to the Developer as and when it is levied by the Govt. or any other authority.

28. **CHARGES TO BE PAID:**

It is agreed between the parties that the Purchaser/s shall be liable to pay the below mentioned charges prior to obtaining possession of the said Flat:

29. **MODE OF PAYMENT:**

The Purchaser/s shall make all the payments to the Developer by Demand Draft or by local cheques. If the Purchaser/s makes the payment by outstation cheques then the date of the payment for the purpose of this Agreement shall be deemed to be the date on which the same is credited to the account of the Developer provided that the commission so charged by the Bank shall be to the account of the Purchaser/s.

30. **ALLOTMENT OF USE OF EXCLUSIVE AREAS IN THE GROUND FLOOR.**

- a. It is agreed by and between the parties hereto that, save as what is stipulated herein, the marginal spaces, open spaces or any portion thereof surrounding or adjacent to the building/s on the ground floor may be exclusively allotted by the Vendor & the Developer to the Purchaser/s of the units or any one or more of them for their exclusive use as per the sole discretion and choice of the Vendor & the Developer. After the conveyance of the said Land is executed in favour of the Flat Buyers Organization, if any such spaces or part thereof remains so un-allotted, it shall remain the property of the Developer and the Developer shall be entitled to use and occupy the same or allot it or part thereof to any Purchaser/allottee/s/ party, unless otherwise stipulated in the conveyance to be executed in pursuance hereof.
- b. Upon allotment of the aforementioned spaces to the respective Flat buyers, they shall not be entitled to fence the said exclusive areas. The aforesaid right of exclusive user shall be heritable and transferable along with the respective unit.

31. **ALLOTMENT OF USE OF EXCLUSIVE AREAS ON THE TERRACE:**

It is also understood and agreed by and between the parties hereto that the Developer shall be at liberty to allot the terrace space of the building, to any intending unit buyer/s for his/her/their exclusive use, to which the Purchaser hereby accord/s his /her /their irrevocable consent for the same.

32. **PARKING AREAS:**

The parking areas are not common areas and out of parking areas, the Developer is entitled to allot a portion/ space thereof to specific unit buyer/s as per developer choice and discretion and subject to such terms and conditions, as may be agreed upon between the Developer and such Purchaser/s.

33. **RIGHT OF THE DEVELOPER VIS-À-VIS EXCLUSIVE USE OF EXTERIOR/INTERIOR OF THE BUILDING/S, TERRACE, CAR-PARK OR OPEN SPACES SUBJECT TO CERTAIN CONDITIONS**

- a. Notwithstanding anything contained herein, the Developer has reserved exclusive right to amalgamate the adjoining building plot/s with the said Land and revise and modify plans and specifications of the Building/s and use terraces, lobbies, elevators (lifts), open spaces, terrace spaces of the building envisaged to be constructed upon the said Land for further construction of such amalgamated building plot/s and allow to use and enjoy all common areas and facilities to the unit buyer/s of such amalgamated building plot/s, to which the Purchaser/s herein accord/s his/her/their irrevocable consent.
- b. The Developer shall be entitled to use open spaces, top terraces, exterior of the building/s, terraces and such other places/ portion within the said Land for displaying hoarding/s, neon sign boards or any other advertisement mode or for the purpose of mobile tower and such other commercial/non commercial use and/or grant license thereof to any party of its choice notwithstanding the fact that he/ she/ they/ it is/ are not the Purchaser/allottee of any of the Flat/s in the said Land, subject to such terms and conditions and for such consideration as may be agreed upon by and between the Developer and such party.
- c. It is hereby agreed that the Developer has the exclusive right of allotment of different covered parking spaces, open spaces, terraces, any other built-up area, within the said Land or the building constructed thereon either in amalgamation with the adjoining building plots or otherwise or right to develop open spaces therein to any person/s of choice of the Developer on such terms and conditions as it may deem fit and proper, for the exclusive use of such person/s who shall be entitled to acquire, hold, possess and use the same notwithstanding whether such person/s is/ are the holder/s or acquirer/s of the any unit/ unit/ tenement within the building/s envisaged to be constructed on the said Land or not. The person/s to whom such terrace/s, covered parking space/s, open space/s, built-up area/s etc. are allotted shall be admitted as the members of the Flat Buyers Organization.
- d. It is hereby agreed that all lobbies, staircase, elevator, water tank, reservoir (overhead tank), electricity meter box, drainage line and water line shall be the only common areas and facilities in the said Land and the building/s to be constructed therein and the Developer shall be entitled to allot, alienate and transfer all other remaining areas of the said Land and the building to be constructed thereon or in amalgamation with adjoining building plots including any facilities therein to any other person/s.
- e. Any exclusive use allotted by the Developer either of the terrace, covered parking space, marginal open space or any other portion shall be subject to the right of the Flat Buyers Organization and its agents to use the same for the specific purpose of maintenance and repairs of the common amenities such as drainage,

water and electrical lines, etc. Provided, however, the Purchaser/allottee/ Flat-holders shall be entitled to erect their one common T.V. antenna on the top terraces at the place reserved by the Developer (the other unit-buyers and the unit holder/s to whom the right of exclusive use of the terrace is allotted).

- f. The Promoter shall be entitled to create encumbrances over the said Property or lease, allot, give on license any portion of the said property to any Government / Semi Government authorities / local authority/ MSEDCL or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., etc. The Purchaser/s shall not be entitled to raise any objection and grievance about the same.
- g. The Promoter herein shall be constructing building/s on the "Said Property" in phases and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. It is strictly agreed and understood by and between the parties that till the completion of the entire project in all respects, the Developer shall be at liberty to bring and allow their workers, contractors, Engineers, laborers and such other staff and/or employees or otherwise on the said Property including to bring and keep and/or store necessary equipments, supplies, materials, etc. on the said Property to carry out the construction work. The Purchaser/s of the flats already completed shall not raise any objection or create any such nuisance whereby the work of the Developer is hindered or refrained from completing the project in all respects. The Purchaser/s hereby gives his/her/their irrevocable consent for revision/amendment of the building/layout or elevation plans as and when required by the Promoter. The Promoter shall be entitled to make use of the water tank and the backup generator in the said building for any purpose as they may desire and the Purchaser/s has/have given their free and irrevocable consent to the same.
- h. The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, STP, electric pumps, waste management plants, lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage Chute, etc will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

34. **NAME OF THE BUILDING/S:**

The Developer shall be entitled to name the project or building/s to be developed/ constructed upon the said Land under the name and style "**MAPLE WOODZ**", or

by such name/mode, as may be solely decided by the Developer and the same shall not be changed without the written consent of the Developer.

35. **ADVERTISEMENT OF THE PROJECT:**

It is hereby made clear that furniture layout, colour scheme, elevation treatment etc. and the contents written therein, shown/ provided on/ in the Brochure, pamphlet or literature pertaining to the said project are shown/provided/ circulated only for the limited purpose of publicity and the same or any part thereof shall not be construed as any commitment by the Developer nor shall it be binding upon the Developer.

36. **CONVEYANCE SUBJECT TO THE TERMS HEREIN :**

- a. Notwithstanding anything herein, it is, however, agreed that the conveyance of the said Land to be executed in favor of the Society Holders, as the case may be, in pursuance hereof shall be subject to the rights vested in the Developer inter alia by virtue of the relevant provision provided herein and the same shall be binding on the unit buyers including purchaser/s herein.
- b. It is hereby made clear that the Flat Buyers Organization shall be formed and registered under the provisions of the Maharashtra Ownership Flat Act, 1963.

37. **PURCHASER'S ADDRESS FOR SERVICE OF NOTICES:**

All notices to be served on the Purchaser/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s, by Under Certificate of Posting and/ or by Courier and / or Registered Post at his/ her/ their addresses/es specified in the title of this Agreement or at the address intimated in writing by the Purchaser/s subsequent to the execution of this Agreement.

38. **GENERAL:**

The Vendor & the Developer shall not be responsible for the consequences arising out of change in law or change in Municipal and other law, rules, regulations etc.

39. The Purchaser/s is/ are hereby prohibited from raising any objection in the matter of allotment or sale of any residential/ non-residential unit, covered car-parking, open space/s, terrace/s or any other built-up area etc. within the said Land and the building/s to be constructed thereon to any person/s on the ground of nuisance, annoyance or inconvenience alleged to be caused out of and in the course of carrying of any profession, trade or business etc. by any such person/s as long as the same is otherwise permitted by law or by any regulation of the Pune Metropolitan Regional Development Authority (PMRDA).

40. Save as what is expressly provided herein, nothing, either orally or otherwise, has or shall be deemed to have been agreed by the Vendor & the Developer with

Purchaser/s in respect of the subject matter of this Agreement and further there is no implied agreement or covenant on the part of the Vendor and the Developer other than the terms and conditions expressly provided under this agreement.

41. The tolerance in the area of the said Flat shall only be to the extent of 5% of the area of the said Flat as mentioned in this agreement, and the Developer shall be entitled to claim additional consideration or liable to reduce the agreed consideration, as the case may be, in proportion to the area with the consideration agreed to herein, in case the difference in the area is more than the said tolerance.
42. Nothing in this agreement shall be deemed to restrict the Vendor & the Developer to assign or otherwise deal with all or any of the Vendor & the Developer's rights, title, interest, benefits and claims in respect of the development of the said Land/said Properties to/ with any third person/s.
43. The Purchaser/s hereby gives his/ her/ their consent and has/have no objection for use of the remaining units wholly or in parts for residential and/ or any purpose as may be permissible under law and required by the Developer.
44. Before delivery of possession of the said Flat, the Purchaser/s shall satisfy himself/ herself/ themselves about the correctness of the area of the said Flat and about the quality of construction work and specifications/ amenities provided in respect thereto and upon taking over of the possession of the said Flat, the Purchaser/s shall not be entitled to make any complaint therewith and all the rights regarding the same shall be deemed to have been waived.
45. The headings provided herein are given for the limited purpose of reference and the same for any part thereof shall not be relied upon for the purpose of interpretation or the meaning hereof.
46. **APPLICABILITY OF ACT:**
 - a. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and the rules made thereunder. The Purchaser/s and/or the Owner/Consenting party shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, *inter alia* such as i) Water (Prevention and Control of Pollution) Act 1974, ii) Air (Prevention and Control of Pollution) Act 1981, iii) Environment (Prevention and Control of Pollution) Act 1986, iv) H.W. (M & H) Rules, v) Maharashtra Pollution Control Board, vi) Public Liability (Insurance) Act, 1991, vii) Maharashtra Regional and Town Planning Act, 1966, viii) Maharashtra Land Revenue Code ix) DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars thereunder, published by concerned government authorities /

departments. Provided further that where the Promoter is required to carry out certain obligations under any of the aforesaid Acts the A Purchaser/Allottee/s and the Owner/Consenting Party No.1, shall co-operate and compensate the Promoter against the expenses as may incurred by the Promoter for such compliance.

- b. Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

STAMP DUTY PARTICULARS

Prescribed valuation as per Annual Ready Reckoner, 2017 Wagholi (Ovhalwadi), Influence Area of Pune District, as described in Sector 27/27.2		
Residential	_____ Sq.mtrs. x [Rs.45,170/-X 1.05 (added 5% to valuation of project more than 2.5 acres)] = Rs. 47,428.5 per sq.mt. AND (if applicable added 5% to valuation Rs. 47,428.5 per sq.mt. for the Flat above 5 th floor) = 49,800/- per sq.mt. as prescribed by the ARR,2017	Rs. _____/-
Exclusive right to attached terrace	_____ Sq.mtrs. x Rs. _____/- per sq.mt. (being 40% of the prescribed value of Rs. _____/- per sq.mt., as per ARR,2017)	Rs. _____/-
Exclusive right to use _____ Wheeler parking space	2.00 sq.mt. x Rs. _____/- per sq.mt. (being 25% of the prescribed value of Rs. 45,170/- per sq.mt., as per ARR,2017)	Rs. _____/-
Total prescribed valuation		Rs. _____/-

Total agreed price	Rs. _____/-
Stamp duty (as per Article 25(d) (1) and 25(d) (2) of the Bombay Stamp Act, 1958) on higher amount of the two above.	Rs. _____/-

SCHEDULE.1

(description of the said "PLOT")

All that piece and parcel of the Property bearing

(a) Gat No. 861/1 (Old Gat No.862) admeasuring area Hector 00= 80 Are, (8000 sq.mt) out of the total area admeasuring Hector 0=97 Are (Inclusive pot Kharaba),

(b) Gat No.861/2 (Old Gat No.862), admeasuring area Hector 00=80 Ares (8000 sq.mt), out of the total area admeasuring Hector 0=97 (inclusive of pot Kharaba),

Thus in all admeasuring Hector 01=60 Ares, both adjacent to each other, out of that area admeasuring 2910.00 sq.mt is kept Amenity purpose and that is not part of this project, that will be develop separately situate at village Wagholi, Taluka, District Pune. Within the limit of Registration District of Pune, Sub Registrar, Haveli, Pune and within the limits of Zilla Parishad, Pune of the City of Pune and within the limits of Gram Panchayat of village Wagholi, Taluka Haveli, District Pune, and which are collectively bounded by as under:-

- East

:

Gat No.863 (old Gat No.864)
- South

:

Gat No.862 (Old No.863)
- West

:

Gat No.861 (old Gat No.862) (Part)
- North

:

Road between two owners remaining Plots retained
Thereto i.e from ingress of main Wagholi Bakori Road

and exclusive rights to used and together with, common access and together with easements, appurtenances, ingress, egress, FAR/FSI originating there from hereto.

(Hereinafter collectively referred to as the said "LAND")

SCHEDULE.2

(Description of the said "UNIT")

All that

Residential Flat No.	
Building	
Floor	
Area	_____sq.mt. (_____ sq.ft.) carpet area
Exclusive facility	Attached terrace admeasuring _____ sq.mt. i.e. _____ sq.ft. carpet area. Attached Dry Balcony admeasuring _____ sq.mt. i.e. _____ sq.ft. carpet area Exclusive rights to use Four/Two Wheeler parking space admeasuring _____ sq.mt. on ground floor

being constructed on all those pieces of land together with fixtures, fittings, facilities, amenities, exclusive facility (if specifically agreed to), and together with easements, appurtenances, ingress, egress, incidental and ancillary things thereto, and as delineated in the floor map annexed hereto.

SPECIFICATIONS:

- Brick / blocks Walls, Internal 4" & External 5/6” thick.
- Plaster Externally Sand faced & Internally with Sanla/gypsum finish.
- All finishing Item is as and where at site as almost finished.
- Plumbing, Electric and painting work as already provided in flat

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ANNEXURES

COMMON AREA AND FACILITES

(A) COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.
2. Generator for backup for lifts pumps and common area lights.
3. Electric meters connected to common lights, water connections, pump set etc.
4. Light points outside the building/s/ and the staircase/s as well as those in the parking space.
5. water reservoir for entire scheme at ground level with water pumps connected to the overhead water storage reservoir of each building.
6. fire fighting system for each building.

(B) RESTRICTED AREAS AND FACILITIES:-

1. The parking on the ground / building and open parking as the case may be shall be restricted and the Promoter herein shall have exclusive right to allot the

same to the tenement holder in the building or tenement holder in any building of the scheme.

2. Parking being open to sky in side margin of the building in the project shall be restricted and the Promoter herein shall have exclusive right to allot the same to the tenement holders in any building of the scheme.
3. Terraces adjacent if any to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
4. Top terrace of the building/s shall be restricted and the Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building/
5. All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are restricted areas and facilities which include, the marginal open spaces, terraces, club house, car-parking's within the said land and in the building/s which is/are under construction on the said land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. or to Convert the Restricted Area into Common Area or vice- versa.

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TITLE CERTIFICATE

I have investigated the title of the Promoter/ Developer to the said Land more particularly described in SCHEDULE.1, given above. I also caused the search to have been taken in respect of the said Land. I also perused the documents of title and extracts of revenue record. I have also seen the commencement certificate/s to commence the construction of the buildings to the said Owner/ Promoter/ Developer granted by the Collectorate of Pune/Pune Metropolitan Regional Development Authority (PMRDA).

On perusal of relevant documents and information, I am of the opinion that the said Land is free and marketable, and is owned by the Owner/ Promoter/ Developer as mentioned in the body of the agreement.

The Owner/ Promoter/ Developer is authorized, empowered, entitled to develop the said Land by constructing one or more buildings comprising of independent blocks for residence commonly referred to as the "ownership scheme", and to enter into this agreement to sell.

Sd/-

Amrutlal J. Shah
Advocate

DECLARATION/ CONSENT BY THE PURCHASER

The Purchaser/s declare/s that he/she/they has/have read the agreement/ got translated the same and fully understood the contents of the agreement and thereafter same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

I/we the Purchaser’s herein, do hereby accord my consent for the Developer to effect any changes, revisions, renewals, alterations, modifications, additions et cetera in the layout of the said land (described in SCHEDULE.I written herein above) and/or building/s and/or structures on the said land.

I/we the Purchaser herein, further accord my “no objection” for the Pune Municipal Corporation/Pune Metropolitan Regional Development Authority (PMRDA) or any concerned authority to accordingly pass such layout/s or plans, as may be submitted by the Developer.

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

MR/Mrs.

MRS/Mr.
(PURCHASER/S)

~~~~~

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THIS DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.**

|                                                                                                                                                                                                                              |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Mahesh Tejraj Rathi</b><br><b>And/or</b><br><b>Shriniwas Laxman Raskonda</b><br>Partner/ Partners of<br>WINDSOR SHELTERS<br>as the PROMOTER / OWNER / DEVELOPER<br>(And as duly constituted attorney of consenting party) |                    |
| Photograph                                                                                                                                                                                                                   | LHTI and Signature |

|                          |                    |
|--------------------------|--------------------|
|                          |                    |
| <b>(PURCHASER NO.01)</b> |                    |
| Photograph               | LHTI and Signature |
|                          |                    |
| <b>(PURCHASER NO.02)</b> |                    |
|                          |                    |

**WITNESS**

1.
2.