

POSSESSION NOTE

DATE:- -----

TO,

**Mr.**-----

Construction of your Flat No ---- on ----- floor, in the building named as “**Emirus**” at 22, Parvati Pune 411009, site at S. No. 107 Baner Pune 411045 is completed.

Peaceful and vacant possession of the flat is handed over to you as on this ----- . Flat owner will use the said flat for residential purpose and they shall become member of the Society/ Apartment.

We have received full and final payment of unit / area of the said flat as per agreement executed on -----  
----- towards the Flat No ----- floor, in the building named “**Emirus**” situated at Pune from -----  
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For G M Kenjale Developers

Authorized Signatory

We hereby confirm having received the vacant and peaceful possession of the above referred flat which is as per our requirement and satisfaction.

Sign.

**AGREEMENT TO SELL UNIT**

THIS AGREEMENT TO SELL UNIT IS MADE AND EXECUTED AT PUNE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR TWO THOUSAND \_\_\_\_.

**B E T W E E N**

**M/s G.M. Kenjale Developers** A registered Partnership firm, having its registered office at 22, Parvatigaon, Pune- 411009. Through its Partner 1] Shri Milind Prabhakar Kenjale Age: 52 yrs, Occ: business PAN NO. ABKPK9321P 2] Shri Vinit Prabhakar Kenjale Age: 46 yrs, Occ: business PANS NO. ABKPK9319D. Hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its partners their legal heirs, executors, administrators and assigns etc.)

**PARTY OF THE FIRST PART**

**AND**

1] Mrs. \_\_\_\_\_  
Age : \_\_\_\_ Years, Occ: \_\_\_\_\_  
R/at:- \_\_\_\_\_

\_\_\_\_\_  
PAN No.:- \_\_\_\_\_

2] Mrs. \_\_\_\_\_  
Age: \_\_\_\_ Years, Occ: \_\_\_\_\_  
R/at:- \_\_\_\_\_

\_\_\_\_\_  
PAN No.:- \_\_\_\_\_

Hereinafter collectively referred to as **" The Purchaser/s "** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said Purchaser/s, his/her /their heirs, executors, successors, shareholders, administrators and assigns)

**----- PARTY OF THE SECOND PART**

**AND**

**AHILYADEVI CO-OP HOUSING SOCIETY** S.No 107, Baner, Taluka Haveli, District Pune. Registration No. PNA/PNA(4)/HSG/(TO)/903/98-99 Through its members 1] Shri. Manohar Balvant Patil (Chairman) Age : 72 yrs, occ : Service, Retired Address : A2/202, Pawan Co.op. Housing Society, Sus Road, Pashan, Pune-411021. 2] Shri. Eknath Dinkar Yadav (Secretary) Age:66yrs, occ : agricultural Address: 5, Shubham Residency, Vishalnagar, Jatap Dairy, Wakad road, Pimple Nilakh Pune 411 027. 3] Shri. Veerbasvraj C. Asundi (Committee Member) Age:65yrs, occ : Service, Retired Address: 82, Lane No.3, Madhuban Hsg. Society, Sangvi, Pune-411027. Through Power of Attorney holder Shri. Milind Prabhakar Kenjale, Age:49yrs, Occu: Business. Hereinafter referred to as **"THE SOCIETY"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their executors, administrators and assigns etc.)

**..... PARTY OF THE THIRD PART**

**WHEREAS**

A. Land Survey No. 107, totally adm. About 2 H 05 R situated at Village Baner, Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation, Baner, Pune which is more particularly described in Schedule IA written hereunder is subject matter of the project, and hereinafter referred to as "Entire Land".

**B. HISTORY OF TITLE OF THE ENTIRE LAND**

(i) Entire land was previously owned and possessed by one Renubai Vithoba Kalamkar. She has acquired the rights in the entire land as per the Decree passed in the civil suit bearing no.102/1932 which was filed for partition. As per the judgment, the mutation entry was recorded and name of Renubai Vithoba Kalamkar was recorded as per mutation entry no. 447. As per mutation entry no.1009, the said Renubai

Vithoba Kalamkar gifted the Entire Land with the consent of Dattatray Vitthal Kalamkar to one Anjanabai Krishnarao Raykar by a gift deed for a sum of Rs. 2000/- (Rupees Two thousand) on 24/7/1950. As per the gift deed, the mutation entry no.1009 was recorded.

(ii) Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole have purchased entire land from Anjanabai Krishnarao Raikar in their name as per sale deed dtd. 21/06/1984 which is registered in the office of Sub-registrar Haveli No. II vide No.4854/84 and their names were entered in the 7/12 extract by mutation entry No. 2457. Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole have purchased the entire land for themselves and other 56 persons from the funds collected by Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole from other 56 persons. Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole and other 56 persons have decided to form the society.

(iii) Thereafter, till the formation of the said society Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole had executed Perpetual Lease deed dtd.14/3/1985 with respect to the entire land which is registered in the sub-registrar office Haveli No. II vide No.13514/87, in favour of 56 persons and Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole. As per clause 4 of the said perpetual lease deed it is agreed between other 56 persons and Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole that when the society will be formed, all the 56 persons and Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole in whose favour perpetual lease deed is executed will become the members of the said society and the perpetual lease deed is deemed to be executed by said society in favour of the Shri Kisan Sakharam Narute and Shri Dattatray Ganpat Shitole and other 56 persons as owner of entire land.

C. Thereafter Society i.e the Consenting Party, is formed and registered in the office of Sub-Registrar of Co-operative Society of Pune city No. 4 on 24/03/1999 vide Reg. No. P.N.A./P.N.A.-4/H.S.G./T.O./903/98-99. Thus as per perpetual lease deed, after registration of the housing society it is presumed that the said Perpetual Lease deed is executed by said society with respect to entire land as owner of the entire land. As per clause No.4 of the lease deed in perpetuity dt.14/3/1985 name of the society is

recorded as per mutation entry No.12891 in lieu of the resolution passed by the society in its General Body Meeting dtd. 09/06/2002.

- D. It was not possible for said society to subdivide the entire land by making layout and to allot each member of the said society individual plot of the area as mentioned in the perpetual lease deed. Members of the said society have realized that it is not possible to subdivide the entire land into plots as per the said perpetual lease deed and construct independent bungalow/units upon subdivided plots. Members of the said society therefore decided to get the entire land developed by assigning the development rights in favour of competent party. That said society in its General Body Meeting dt.11/10/2008 has decided to get the entire land developed with the help of competent party. As per the said resolution Managing Committee of the said society is authorized to scrutinize the proposal received from the parties.
- E. Proposal given by developer herein was fair and in the interest of the said society and members. Therefore Managing Committee of the said society called Special General Body meeting of the Said Society on 19/4/09 at Bhuleshwar Nangude Patil Lawn, Vishal Nagar, Jagtap Dairy, Pune-27 and the proposal given by the developer herein was finalized and accordingly resolution was passed which is annexed herewith as **Annexure A-4**.
- F. The said society in the Special General Body meeting on 31/01/2010 decided to change the status of society as "Tenant Co-partnership Housing Society" instead of "Tenant Ownership Housing Society" for the development of the Entire Land. Accordingly society applied to deputy-registrar of Co-operative Housing Society and the deputy-registrar of Co-operative Housing Society changed the status as "Tenant Co-partnership Housing Society" vide his order dated on 09/03/2010 and registration certificate of the society and Order of Co-operative Registrar annexed herewith as **Annexure A-2**. That the said society in its Special General Body Meeting dated 19/04/2004, vide resolution No.1, have decided to get the entire property developed through Developer herein and accordingly the said society had executed Development Agreement in favour of Developer herein as per Development Agreement dated 09/04/2010, which is registered with the office of Sub Registrar Haveli No.13, at Sr. No. 2858/2010. On the same day, the authorised persons of the said society have also executed Power of Attorney in favour of nominees of the Developer, which is registered with the office of Sub Registrar Haveli No.13, at Sr. No. 2859/2010.

- G. Developer has acquired residual rights of Kisan Sakharam Narute and Dattatray Ganpat Shitole, of the area adm. about 01 Hectare 97 Ares out of entire land and leasehold rights of Shri. Kisan Sakharam Narute and Dattatray Ganpat Shitole, of the area adm. about 0 H 11.44 R out of entire land, as per Deed of Conveyance dated 18/08/2011 which is registered in the Office of Sub-Registrar, Haveli No.13, at Sr. No. 7078/2011.
- H. One of the Lessee who has not joined the said society viz. Smt.Sumati Narayan Deokar, and her family members viz.Narayan Ganpat Deokar, Ravindra Narayan Deokar, Jyoti Rajesh Nemane and Sau.Kiran Rajesh Khatake have surrendered tenancy rights of Smt.Sumati Narayan Deokar with respect to area adm.about 506 sq.mtr. out of entire property, in favour of Kisan Sakharam Narute and Dattatray Ganpat Shitole as per Surrender Deed of Tenancy rights dt.23/3/2011 which is registered in the office of Sub Registrar Haveli No.13 at Serial No.2521/2011. On the same day Kisan Sakharam Narute and Dattatray Ganpat Shitole, have conveyed in favour of Mahesh Chandra Gupta and Balasaheb Baban Manmode area adm.about 506 sq.mtr. out of Entire Land i.e. area which was leased out to Smt.Sumati Narayan Deokar with the consent of Smt.Sumati Narayan Deokar and her family members. Aforesaid sale deed is registered in the office of Sub Registrar Haveli No.13 at Serial No.2522/2011. On 23/3/2011 Kisan Sakharam Narute and Dattatray Ganpat Shitole, Smt.Sumati Narayan Deokar and her family members also executed power of attorney in favour of Mahesh Chandra Gupta and Balasaheb Baban Manmode which is registered in the office of Sub Registrar Haveli No.13 at Serial No.2523/2011. Similarly one of the Lessee Bhalchandra Pandharinath Joshi, and member of the said society viz. Bhalchandra Pandharinath Joshi, expired on 16/12/1994 leaving behind him Vidya Bhalchandra Joshi, Prasad Bhalchandra Joshi, Prasanna Bhalchandra Joshi and Anand Bhalchandra Joshi, as his legal heirs and the names of aforesaid legal heirs is recorded in the record of rights of Entire property as per mutation entry No.17430. Out of aforesaid legal heirs, Prasad Bhalchandra Joshi, Prasanna Bhalchandra Joshi and Anand Bhalchandra Joshi have surrendered tenancy rights of Bhalchandra Pandharinath Joshi, with respect to area adm.about 0 H 2.5 R [250 sq.mtr.] in the Entire Property, in favour of Kisan Sakharam Narute and Dattatray Ganpat Shitole as per Surrender Deed of Tenancy rights dt.16/10/2010 which is registered in the office of Sub Registrar Haveli No.13 at Serial No.8218/2010. Accordingly mutation entry No.18191 is recorded. On the same day Kisan Sakharam Narute and Dattatray Ganpat Shitole, have conveyed in favour of Mahesh Chandra Gupta and Balasaheb Baban Manmode herein area adm.about 250 sq.mtr. out of Entire Land i.e. area which was leased out to Bhalchandra Pandharinath Joshi.

Aforesaid sale deed is registered in the office of Sub Registrar Haveli No.13 at Serial No.8219/2010. On 16/10/2010 Kisan Sakham Narute and Dattatray Ganpat Shitole, Vidya Bhalchandra Joshi, Prasad Bhalchandra Joshi, Prasanna Bhalchandra Joshi and Anand Bhalchandra Joshi have also executed power of attorney in favour of Mahesh Chandra Gupta and Balasaheb Baban Manmode which is registered in the office of Sub Registrar Haveli No.13 at Serial No.8221/2010. Smt. Vidya Bhalchandra Joshi has released her rights in the area adm. about 0 H 2.5 R in favour of Prasad Bhalchandra Joshi, Prasanna Bhalchandra Joshi and Anand Bhalchandra Joshi as per release deed dt.5/10/2010 which is registered in the office of Sub Registrar Haveli No.19 at Serial No.7276/2010. Accordingly mutation entry No.18188 is recorded.

- I. Thus, the Mahesh Chandra Gupta and Balasaheb Baban Manmode became owners of area adm. about 0 H 7.5 R i.e. 756 sq. Mtrs. out of the entire property. Thereafter Mahesh Chandra Gupta and Balasaheb Baban Manmode have conveyed all their right title and interest in the aforesaid area in favour of developer herein as per Deed of Conveyance dtd.4/5/2013 which is registered in the office of Sub registrar Haveli no.10 at Sr no. 2413/2013.
- J. Thus the developer has acquired residual rights of entire land and also development rights of the entire land from the said society.

**K. ABOUT THE DEVELOPMENT**

- i. Society has received the permission from Collector to use the entire land for Non agricultural purpose as per order dtd.14/06/2007 bearing no. P.M.H./N.A./S.R./177/2007.
- ii. The said society had submitted layout to Pune Municipal Corporation for entire land and Pune Municipal Corporation has sanctioned the same on 13/03/2007 as per layout No. D.P.O./ 10331 / C /1035. Thereafter Developer has submitted revised layout of the entire land to Pune Municipal Corporation and Pune Municipal Corporation has

sanctioned the revised layout as per the following details:

- Commencement Certificate dt. 10/06/2011 bearing no. CC/0919/2011
- Commencement Certificate dt. 02/01/2013 bearing no. CC/3038/2012
- Commencement Certificate dt. 21/11/2015 bearing no. CC/2681/2015

- Commencement Certificate dt. 30/04/2015 bearing no. CC/0303/2015
  - Commencement Certificate dt. 02/01/2017 bearing no. CC/0188/2017
- iii. Developer has decided to develop entire land in phases and therefore, for sake of convenience separate Plots along with Buildings are shown separately.
- iv. Developer has decided to develop entire land in phases as per the following details is completed :

**a. Phase no.1**

In Phase no.1 Developer has constructed following Buildings:

- Four buildings on Plot No.1 viz. Building A, Building B, Building C, Building D and the same is completed and FSI to the extent of 5820.16 Sq.mtr. is used and occupancy certificate are issued by PMC for . Building A, B, C, & D vide Occupancy certificate no.OCC/0263/15 dt. 03/06/2015 and Occupancy certificate no. OCC/1203/15 dt. 14/12/2015.
- Commercial Building E on Plot No.2 and consumed FSI to the extent of 941.60 sq.mt. and Pune Municipal Corporation has issued occupancy certificate dt.27/03/2017 no. OCC/2012/17.
- Residential Building Hon Plot No.3 and consumed FSI to the extent of 6826.78 sq.mt. and Pune Municipal Corporation has issued occupancy certificate dt. 29/04/2017 no. OCC/0220/17 and dt.15/05/2017 no. OCC/0476/17.
- Commercial & Residential Building G is partly constructed on Plot No.3. At present Building plans for G Building are sanctioned for Basement floor, Ground floor, Upper 12 floors. On part of the Ground floor four commercial shops are there. Similarly On part of the First floor four commercial shops / spaces are there. Pune Municipal Corporation has issued occupancy certificate for Commercial shops / spaces on ground and first floor vide Occupancy certificate no. OCC/1203/15 dt. 14/12/2015.



## **b. Phase 2:**

In Phase 2 Developer has decided to complete following construction.

- Construction of G Building having basement floor, ground floor, first floor and 19 floors above. Out of which at present plans are sanctioned for basement floor, ground floor, first floor and 11 upper floors as per commencement certificate no. CC/0188/17 dt.26/04/2017. Developer is going to construct additional 8 upper floors in G Building by acquiring Transferable Development Rights. FSI available against Amenity Space, Road, & Paid FSI.

## **c. In Phase 3**

In Phase 3 Developer has decided to complete following construction.

- Construction of Commercial Building no. F. Building No.F will have basement, ground floor, mezzanine floor, parking 1, parking 2, & 10 upper floors. Plans of F Building are sanctioned upto basement, ground floor, mezzanine floor, parking 1, parking 2, as per commencement certificate no.CC/0188/17 dt.26/04/2017. Developer is proposing to construct additional 10 floors above Parking 2 after acquiring Transferable Development Rights and Paid FSI.

v.It is specifically informed to the purchaser that Developer and said society has no intention to sub-divide the entire land but the said plots are shown separately for sake of convenience in **Annexure-A-3**.

vi. As stated above Developer is going to use development potential of Entire land to the extent of approx. 23896.99 sq.mtrs. Out of the aforesaid development potential, Developer has used development potential to the extent of approx.18561.79 sq.mt. and Developer is going to utilize Balance development potential in future by constructing additional floors on G Building and F Building by acquiring Transferable Development Rights, Paid FSI.

vii.State Level Environment Impact Assessment Authority gave its no-objections to the Developer, to develop the said project vide its order dt.3/12/2016 bearing no.SEAC-2013/CR-287/TC-2. Maharashtra Pollution Control Board gave the Consent to Operate to the Developer on 30/1/2017 vide its consent order no.1.0/BO/ROHQ/CE/CC-170/002092.

## **L. COVENANTS AFFECTING THE ENTIRE LAND**

- i) No permission is required from any Government or Authority which affects the title to the Entire Land and details of all such required permissions.
  - ii) There is no illegal encroachment on the Entire Land, and there are no tenants on the Entire Land. The Entire Land is in possession of Developer.
  - iii) There are no pending litigation with respect to the Entire Land.
  - iv) Developer has obtained project loan from BAJAJ FINANCE LIMITED registered agreement dt. 17<sup>th</sup>September 2016 registration no. 6616/2016 and registered agreement dt. 28<sup>th</sup> June 2017 registration no4985/2017.
- M.** Developer has entered into a standard Agreement with an Architect registered with the Council or Architects viz. Jay Aeram and such Agreement is as per the Agreement prescribed by the Council or Architects. Developer has appointed a structural Engineer viz.G.A.Bhilare Consultants Pvt.Ltd. for the preparation of the structural design and drawings of the building and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;
- N.** Xerox copy of 7/12 extract of the entire land bearing S.No.107, Baner is annexed as **Annexure A1**. The copy of the Title Certificate issued by the Advocate of the Developer, which is annexed herewith as **Annexure "B"**. In respect of the Entire Land the commencement certificate issued by the Pune Municipal Corporation have been annexed hereto & marked as **Annexure "D"**.
- O.** Purchaser has shown his interest to purchase Flat /shop / office on ownership basis which is more particularly described in "**Schedule IIA**" written hereunder and hereinafter referred to as "THE SAID UNIT", which is to be constructed on the land shown as Plot No. 3, more particularly described in **Schedule-I- D** and separately shown in **Annexure-A-3**. Owners and other members have approved the said layout. The Purchaser/s demanded from the Developer, and the Developer has given inspection to the Purchaser/s of all the documents of title relating to the Entire Land, and the plans, designs and specifications prepared by the aforesaid Architects of the Developer, and the copies of various orders and/permissions and such other documents as are specified under the provisions of The Real Estate [Regulation & Development] Act, 2016, and the rules made thereunder. Purchaser/s has/have satisfied himself/herself/

themselves about the marketable title and rights of the Developer in respect of the Entire Land and therefore, agreed to purchase "the SAID UNIT".

- P. Developer is entering into separate agreements for allotment of units out of building bearing no A, B,C, D, E, F, G,& H to be constructed on the entire land. Developer has agreed to allot units of building bearing no A, B,C,D to the members of the said society or their assigns and building bearing no A, B, C & D which are to be constructed on plot no 1 and the units out of bearing no E, F, G and H are to be sold to the third parties. Developer has intentions to sell the units to the third parties as per the provisions of Maharashtra Ownership Flat Act.
- Q. Relying on the Purchaser's representation, declaration and the assurance from the purchaser about his/her/their satisfaction of marketable title and authority of the Developer, the Developer herein agreed to sell and the Purchaser/s herein agreed to purchase said unit more particularly described in the **Schedule IIA** written hereunder, and herein after referred to as the "Said Unit", for total consideration as mentioned in **Schedule IIB** written hereunder.
- R. While sanctioning building plans, Pune Municipal Corporation has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Entire Land and upon due observance and performance of which only the completion or occupancy certificate in respect of the Said Building shall be granted by Pune Municipal Corporation.
- S. Developer has filed an Application on \_\_\_\_\_ for registration of the Said Project as "Ongoing Project" as per the provisions of The Real Estate [Regulation & Development] Act, 2016 and developer is waiting for the registration.
- T. The copy of the Title Certificate issued by the Advocate of the Developer, is annexed herewith Annexure "B". Copy of the commencement certificate issued Pune Municipal Corporation dt.26/04/2017 NO.CC/0188/17 is annexed herewith as Annexure "C".
- U. Under Section 13 of Real Estate (Regulation and Development )Act, 2016 and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, the Developer is required to execute a written Agreement for sale of said Unit / Flat to the Purchaser/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

1] DEFINITIONS:

The parties hereto agree and confirm that the following terms referred in this Agreement anywhere agreed and admitted to mean and include:

1.1 ENTIRE LAND:

Land adm. about 02 H 05 R bearing Survey No.107, Baner situated at Village: Baner, Taluka: Haveli, District: Pune and situated within the limits of Pune Municipal Corporation which is more particularly described in **Schedule I-A** written hereunder.

1.2 DEVELOPER'S PLOT:

Developer plot means the land area adm. about 14672.13sq. mtr out of Entire Land and excluding land area of Plot no. 1 i.e. 5827.87 sq.mtrs. and right to use Transferrable Development Rights of the Entire Land and FSI available against the Entire Land which are available and can be utilized as per the present and future building bylaws of Pune Municipal Corporation by using Transferable Development Rights". In short, excluding area of Plot No.1 i.e. 5827.87 sq. mtrs. out of entire balance land of entire land is 'developer's plot' including right to use entire available FSI and Right to use Transferable Development Rights excluding FSI to the extent of 5684.95 sq. mtrs.

1.3 PLOT No:- 1 (Building A,B,C,D) i.e. Original Society's Plot :

Said Plot 1 means and includes following land:

"Area adm. about 5827.87 sq.mtrs. [Approximately] out of the entire land more particularly described in **Schedule I-B** written hereunder and shown in **ANNEXURE A-3** (Building No. A, B, C and D) and right to use only FSI to the extent of 5684.95 sq.mtr. and excluding the right to use the balance FSI of the aforesaid area to the extent of 5684.95 sq. mtrs. and also right to use Transferable Development Right of area adm. about 5684.95 sq. mtrs,

1.4 PLOT No: - 2 (Building E, F) i.e. Part of The Developer's Plot.

Said Plot 2 means and includes following land:

"Area adm. About 1778.26 sq.mt. [Approximately] out of the entire land which is more particularly described in **Schedule I-C** written hereunder and shown in **ANNEXURE A-3** as Plot no.2 (Building No. E and F) and right to use only FSI to the extent of 1185.24 sq. mtr. and right to use balance FSI of plot no.2 and additional FSI which can be utilized as per the present and future building bylaws of Pune Municipal Corporation by using Transferable Development Rights available against Plot No.2"

1.5 PLOT No: - 3 (Building G, H) i.e. Part of The Developer's Plot.

Said Plot 3 means and includes following land:

Area adm. about 5898.25 sq. mtr. out of the entire land which is more particularly described in **Schedule I-D** written hereunder and shown in **Annexure-A-3**.

as Plot no.3 (Building No. G and H) and right to use FSI to the extent of 7570.67 sq. mtr. and right to use balance FSI of plot no.1, 2, internal road, area acquired for DP Road and additional FSI which can be utilized as per the present and future building bylaws of Pune Municipal Corporation by using Transferable Development Rights, which can be used against the Entire Land".

1.6 PLOT No:- 4 / AMENITY SPACE :

Said Plot - 4 means and includes following land which is shown as amenity Space for the entire Land in **Annexure A-3**:

Area adm. about 2903.84 sq. mtr. out of the THE DEVELOPERS PLOT and shown as PLOT- 4 in the plan annexed herewith as **Annexure-A-3**.

- i. as AMENITY SPACE and shown in the layout plan as Amenity Space and which is more particularly described in **Schedule I-E**.
- ii. Along with the rights to use and utilize present and future FSI /FAR available against the amenity space, on any portion of THE DEVELOPERS PLOT i.e. Plot No. 2 and 3 including the right to use Transferrable Development Rights available against the Amenity Space.

1.7 PLOT No: - 5/ OPEN SPACE/s:

Open space/s means and includes the designated separate area/s which is/are shown or which will be shown as Open Space in the sanctioned layout of the Entire Land which is sanctioned by Pune Municipal Corporation, as per Commencement Certificate dtd.10/6/2011 bearing no.CC/0919/11/1545, and commencement certificate No. CC/3038/12 and, which will be revised by, Pune Municipal Corporation from time to time and right to use F.S.I available against the Open Spaces on any portion of THE DEVELOPERS PLOT and shown in the plan annexed herewith shown in Green coloured boundary as **ANNEXURE:- A-3**, the said area which is

more particularly described in **Schedule I-F** written hereunder. In the sanctioned plan, as per commencement certificate No. CC/3038/12 dated 02/01/2013 the open space is shown as open space No.1 adm. about 1735.36 sq. mtrs. and open Space No.2 adm. about 200 sq.mtrs.

#### 1.8 COMMON AMENITIES:

Common Amenities means and includes the Purchaser's right to use, staircase, internal roads, drainage lines, water lines, service lines, which will be provided by the Developer with respect to THE DEVELOPERS PLOT, including right to use Open Space No.2 shown in the plan, sanctioned by Pune Municipal Corporation from time to time and which are described in **Schedule III** written hereunder.

#### 1.9 INTERNAL ROAD:

The internal road shown in the layout plan to approach all parts of the THE ENTIRE LAND, adm.about 999.46 sq.mtr [approximately] and which is more particularly shown in Brown coloured boundary in the plan annexed herewith as **ANNEXURE:- A-3**. Along with the Developer's rights to use and utilize present and future FSI /FAR available against the INTRENAL ROAD on any portion of THE DEVELOPERS PLOT.

#### 1.10 D.P. ROAD:

The road shown in the layout plan to approach all parts of the THE ENTIRE LAND, adm. about 1146.35 sq. mtr.andwhich is more particularly shown in the plan annexed herewith as **ANNEXURE:- A-3**. The said road will be handed over to the PMC along with the Developer's rights to use and utilize present and future FSI /FAR available against the D.P.ROAD on any portion of THE DEVELOPERS PLOT.

#### 1.11 LAYOUT:

The said society has submitted layout to Pune Municipal Corporation for entire land and Pune Municipal Corporation has sanctioned the same on 13/03/2007 as per layout no. D.P.O./10331/C/1035. The Layout sanctioned by Pune Municipal Corporation bearing Commencement Certificate no.CC/0919/11 dtd. 10/6/2011 and commencement certificate No. CC/3038/12 dated 02/01/2013 and which may be revised by Pune Municipal Corporation from time to time as per the applications made by the Developer from time to time with respect to the DEVELOPERS PLOT / Original Society Plot / Entire Land.

#### 1.12 THE BODY:

Means one or more Body or Bodies which may be a Housing Society or a Condominium of Apartment Holders which will be separately formed for Unit Purchasers of the buildings constructed on PLOT No. 1, 2 and 3 i.e. (Building. A,B,C,D,) and (Building E,F,G and H)as may be decided by the Developer at its sole and exclusive decision for different buildings / phase wise societies / Condominium of Apartment Holders in the different building/s and/or such a Body shall be formed by the Developer for management and maintenance of common amenities plus security and common services etc. with respect to the different buildings / phase wise building/s which will be constructed upon the any portions of the land.

#### 1.13 MAINTENANCE CHARGES:

Maintenance charges means the charges fixed or levied by the Developer as mentioned herein and finally by the Body or Bodies for maintenance of common amenities with respect to the Entire Land or any other portions out of the Entire Land as the case may be and which will be revised by Developer or the ultimate Body of Purchasers as contemplated in Maharashtra Ownership Flat Act and Maharashtra Apartment Ownership Act.

#### 1.14 SAID PROPERTY:

Said property means respective Plot defined hereinabove and described in various Schedules written hereunder as the case may be, upon which the building is constructed in which the said unit is situated.

### 2] **CONSIDERATION:**

- i. The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s Unit / Flat more particularly described in Schedule II A written hereunder and hereinafter referred to as "Said Unit / Flat" as shown in the Floor plan which is annexed herewith as **Annexure C** for the consideration mentioned in Schedule II B written which includes the proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities appurtenant to the said flat are more particularly described in the **Schedule - IIA** written hereunder, but the said price does not include the cost of the

- extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "Annexure-F" annexed hereto.
- ii. The above said consideration excludes, Taxes consisting of: Tax paid or payable by the Purchaser by way of Value Added Tax, Service Tax, G.S.T, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Developer) upto the date of handing over the possession of the Unit / Flat. In addition to the aforesaid Taxes if any amount is payable as premium to the Local Authority or to the State and/or Central Govt. or betterment charges or development tax or educational cess or payment of a similar nature shall be paid by the purchaser to the developer. In the event, if the Developer is constrained to pay any such amount towards such taxes in future as stated herein, the Purchaser shall be liable to reimburse the same to the Developer together with penalty (if any) and interest @ 2% above prevailing banking rate of interest on lending when the amount is payable from the date of payment by the Developer. If, such taxes are payable before delivery of the Flat/Unit, then Purchaser is not entitled to ask the possession unless tax amount and interest upon it is paid by the Purchaser to the Developer.
  - iii. It is specifically agreed that Stamp Duty, & Registration Charges shall be paid by the Flat Purchaser alone.
  - iv. The total price is escalation free, save and except escalations/increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority Local Bodies/Government from time to time, and escalation in the price of the construction materials, wages of labour, and other services hired by the developer is increased by more than 5% of the prevailing market price. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost or levies imposed by the Competent Authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which



shall only be applicable on subsequent payments. While raising the demand on account of escalation in the price of the construction materials, wages of labour, and other services hired by the developer is increased by more than 5% of the prevailing market price, then in that case Developer shall enclose certificate of the Architect for confirmation of increase in construction material, wages of labour and other services hired by Developer.

- v. The Purchaser/s has agreed to pay the consideration amount to the Developer as per the instalments given in Schedule II C written hereunder. The consideration amount shall be paid by cheque/ demand draft/ pay order in the name of The Developer and purchaser shall not pay any amount in cash to the Developer or its employees. If the Purchaser makes the payment by outstation cheques then the date of payment shall be treated as and when the amount is duly credited to the account of The Developer and to the extent the amount as is left for the credit after deduction of the commission/service charges of the bank, if any.
- vi. The Purchaser hereby agrees to pay the instalments within 15 days from receipt of intimation of aforesaid payment from the developer and such intimation can be given on email address of Purchaser.
- vii. The Purchaser/s shall not be entitled to claim possession and transfer of the said Unit / Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Developer under this agreement or by a separate contract or otherwise.
- viii. It is made clear and agreed by and between the parties hereto that, the Developer shall not be bound to follow the chronological order of any of the above said stages/instalments and that the Developer shall be completely at liberty to choose the chronology of the respective stages of the construction. The Developer is entitled to merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment.
- ix. Parties hereby confirm that the term Carpet area used in this Agreement shall have the same meaning as defined as per The Real Estate (Regulation & Development) Act. Carpet Area means, net usable

of the Unit is described in Schedule IIA written hereunder which includes area covered by internal partition walls of the unit and excluding area covered by external walls, service shafts, balcony or veranda and Open terrace. It is brought to the notice of the purchaser the developer has paid premium to enclose the balconies and balconies are enclosed and included in the room as shown in the sanctioned plan.

- x. The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is completed and the occupancy certificate\* is granted by the Competent Authority, by furnishing details of the changes, if any, in the carpet area subject to variation cap of 3%. 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 of 3%, then Developer shall refund the excess money paid by the Purchaser/s within 45 (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/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed herein.
- xi. Purchaser hereby authorizes the developer to adjust / appropriate all the payments made by the purchaser under any head/s of dues against lawful outstanding, if any in his / her name as the developer may in its sole discretion deem fit and Purchaser undertakes not to object / demand / direct the Developer to adjust his payments in any manner.
- xii. If any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to The Developer under this Agreement shall be acknowledged / credited by The Developer, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Purchaser shall provide such original tax deducted at source certificate to the Developer within 15 days from date of the payment of

consideration amount to The Developer. Provided further that at the time of handing over the possession of The Said Unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit with The Developer, which deposit shall be refunded by The Developer on the purchaser producing such certificate within 4 months the date of possession, provided further that in case the purchaser/s fails to produce such certificate/s within the stipulated period of the 4 months, The Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

- xiii. Time is essence for the developer as well as Purchaser/s. Developer shall abide by the time schedule for completing the project and handing over Unit to the Purchaser and the Common areas to the Association of Purchaser after receiving occupancy certificate or completion certificate or both, the case may be. It is specifically agreed between the parties that timely payment is essence of the agreement and purchaser shall pay amounts payable by the purchaser to the developer in time.
- xiv. It is specifically agreed between the parties that this agreement is not construction agreement or works contract or service. This agreement is sale of Unit which is to be constructed/constructed upon the said property by The Developer.
- xv. The Developer shall not be liable to for the same for any reasons whatsoever.
- xvi. The nature, extent and description of common areas and facilities are more particularly described in Schedule III written hereunder and the developer has agreed to provide specifications in the Unit / Flat which are more particularly described in Annexure "E", hereto and Flat Purchaser is not entitled to claim any additional amenity and specifications in the Unit / Flat.
- xvii. The Developer and Unit/ Flat purchaser agree not to question or challenge the said consideration as the same having been settled on the basis of carpet area and on lump sum basis after considering all the aspects and other terms of agreement.
- xviii. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price

range (if unbranded) to be provided by the Developer in the said building and the Unit / Flat are those that are set out in Annexure 'E' annexed hereto, and the Purchaser/s shall not be entitled to any extras.

### 3] **TERMINATION & EFFECT OF TERMINATION :**

- i. In case of default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Developer shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without prejudice to the other rights of the Developer available as per the terms and conditions hereof and the statutes.
- ii. On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4<sup>th</sup> occasion, committing a breach by delaying the payment as per the payment Schedule, the Developer shall, without prejudice to as stipulated 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 and the Purchaser 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.1,00,000/- (Rupees One Lakhs o only) as and by way of liquidated damages.
- iii. It is specifically agreed that in the event Purchaser fails to pay the purchase price of the Unit / Flat and taxes as mentioned above, the aforesaid unpaid amount of consideration and the taxes alongwith the interest upon it, shall be charge of the amount due on the said Unit / Flat and income there from and until payment of said dues Purchaser shall not be entitled assign, sell or transfer the said Unit / Flat in any manner. It is understood that, if interest shall not cover the damages/losses that will be suffered by the Developer

due to non-payment, then in such event, Purchaser shall be further liable to pay damages and losses that will be suffered by the Developer due to non-payment and the Purchaser shall keep the Developer harmless and indemnified there from. In case of dispute regarding above the same shall be referred to a single arbitrator to be appointed by the Developer. The Arbitrator shall dispense with oral evidence, give only one date for hearing both parties which will be informed to the parties on the addresses given below (and deemed as valid communication) and arbitrator shall give award maximum within 30 days from accepting the appointment. The award given as above shall be final and binding on both parties.

- iv. Upon the execution and registration of the aforesaid Deed of Cancellation, the Developer shall provide the Purchaser a letter of authority to enable the Purchaser to claim and collect the refund of stamp duty or any other government taxes paid under this Agreement (as applicable). In the event the Purchaser 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.
- v. In case refund for the amounts paid such as government charges, stamp duty, service tax, VAT, GST, registration fees etc. shall have to be claimed directly by the Purchaser/s from the concerned authority. The Developer shall not be liable to for the same for any reasons whatsoever or whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Developer as to the intention of the Purchaser and on such receipt of notice the Developer herein shall be entitled to deal with and sell the Said Flat to any other prospective buyers.
- vi. If the Developer fails to abide time schedule for completing the project and handing over Unit to the Purchaser, the Developer agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest as specified in the Rules framed under Maharashtra Real Estate [Regulation &

Development] Registration Rules 2017, on all the amounts paid by the Purchaser, for every month of delay, till handing over of possession.

- vii. Notwithstanding any of the above clauses in the event of the Developer is unable to give possession of the said Unit / Flat on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser will be entitled to terminate this agreement, then in that event Purchaser shall serve 15 days notice to the Developer to terminate the Agreement and on such termination the Developer shall within 30 days of such termination refund the entire amount received under this agreement with interest at the State Bank of India highest Marginal Cost of Lending Rate then applicable plus 2%, simultaneously at the time of execution and registration of Deed of Cancellation of this agreement. It is specifically agreed that if the Purchaser avoids to execute Deed of Cancellation then in that event Purchaser is entitled to the interest till the date of termination only.
- viii. For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Developer as to the intention of the Purchaser and on such receipt of notice the Developer herein shall be entitled to deal with the Said Unit / Flat with prospective buyers and developer is entitled to deduct sum of Rs.1,00,000/- [Rs. One Lakhs only] as liquidated damages. In such event Developer shall refund the consideration amount by deducting liquidated damages to the Purchaser simultaneously at the time of execution and registration of Deed of Cancellation and in no circumstances Purchaser is entitled for any interest upon the consideration amount paid by the Purchaser to the Developer.
- ix. It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Unit / Flat between the Developer and Purchaser herein terminated as stated in hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser herein shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided herein.

#### **4] TITLE :**

- i. The Developer hereby agrees that Developer shall, before execution of a conveyance of the said structure of the said Building in favour of a Corporate Body to be formed by the Purchaser/s/Purchaser/s of Apartments/Shops/Garages in the building/wing to be constructed on the Entire Land (hereinafter referred to as "the Society/the Limited Company") make full and true disclosure of the nature of Developer's title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title interest or claim of any party in or over the said structure of the said Building/Wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor /Original Owner/the Developer has/have absolute, clear and marketable title to the said structure of the said building, so as to enable Developer to convey the said structure to the said Society/Limited Company with absolute, clear and marketable title.
- ii. The Developer hereby agrees that Developer shall, before handing over possession of the Entire Land to the Co-operative Housing Society or Association of Flat Purchasers formed as per provisions of Maharashtra Apartment Ownership Act, and in any event before execution of a conveyance of Entire Land in favour of Co-operative Housing Society or Association of Flat Purchasers as per Maharashtra Apartment Ownership Act, make full and true disclosure of the nature of developer's title to the Entire Land as well as encumbrances, if any, including any right, title interest or claim of any party in or over the Entire Land , and shall, as far as practicable, ensure that the Entire Land is free from all encumbrances and that the Vendor/Original Owner/the Developer has/have absolute, clear and marketable title to the Entire Land , so as to enable him to convey/lease the Entire Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title.

#### **5] COMPLIANCE OF BUILDING PERMISSION, FLOOR SPACE INDEX & MODIFICATION OF PLANS & BUILDING PLANS:**

##### **5.1 COMPLIANCE OF BUILDING PERMISSION:**

- i. The Developer shall construct the Building as per the plans, designs and specifications which will be approved by the concerned Planning authority viz. Pune Municipal Corporation hereinafter referred to as PMC from time to time. The Developer hereby agrees to observe, perform and comply with all the terms conditions, stipulations and

restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit / Flat to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate in respect of the Unit / Flat.

- ii. Terms and Conditions imposed by Pune Municipal Corporation at the time of sanction of the layout and building plans shall be binding upon the Purchaser.
- iii. Terms and Conditions imposed as per the No Objection issued by State Level Environment Impact Assessment Authority vide its order dt.3/12/2016 bearing no.SEAC-2013/CR-287/TC-2, shall be binding upon the Purchaser, and Consent to Operate dt.30/1/2017 issued by Maharashtra Pollution Control Board vide its consent order no.1.0/BO/ROHQ/CE/CC-170/002092 to the Developer shall be binding upon the Purchaser.

## **5.2 ABOUT THE DEVELOPMENT PERMISSION & FLOOR SPACE INDEX &**

### **PHASEWISE CONTRUCTION:**

- 5.2.1 Society has received the permission from Collector to use the entire land for Non agricultural purpose as per order dtd.14/06/2007 bearing no. P.M.H./N.A./S.R./177/2007.
- 5.2.2 The said society had submitted layout to Pune Municipal Corporation for entire land and Pune Municipal Corporation has sanctioned the same on 13/03/2007 as per layout No. D.P.O./ 10331 / C /1035. Thereafter Developer has submitted revised layout of the entire land to Pune Municipal Corporation and Pune Municipal Corporation has sanctioned the revised layout as per the following details:
  - Commencement Certificate dtd.10/6/2011 bearing no.CC/0919/11/1545
  - Commencement Certificate dt. 02/01/2013 bearing no. CC/3038/2012
  - Commencement Certificate dtd.10/6/2011 bearing no.CC/0919/11/1545
  - Commencement Certificate dt. 21/11/2015 bearing no. CC/2681/2015



- Commencement Certificate dt. 30/04/2015 bearing no. CC/0303/2015
- Commencement Certificate dt. 02/01/2017 bearing no. CC/0188/2017

5.2.3 Developer has decided to develop entire land in phases and therefore, for sake of convenience separate Plots along with Buildings are shown separately.

5.2.4 Developer has decided to develop entire land in phases as per the following details is completed :

#### **I. Phase no.1**

In Phase no.1 Developer has constructed following Buildings:

- Four buildings on Plot No.1 viz. Building A, Building B, Building C, Building D and the same is completed and FSI to the extent of 5820.16 Sq.mtr. is used and occupancy certificate are issued by PMC for . Building A, B, C, & D vide Occupancy certificate no.OCC/0263/15 dt. 03/06/2015 and Occupancy certificate no. OCC/1203/15 dt. 14/12/2015.
- Commercial Building E on Plot No.2 and consumed FSI to the extent of 941.60 sq.mt. and Pune Municipal Corporation has issued occupancy certificate dt.27/03/2017 no. OCC/2012/17.
- Residential Building H on Plot No.3 and consumed FSI to the extent of 6826.78 sq.mt. and Pune Municipal Corporation has issued occupancy certificate dt. 29/04/2017 no. OCC/0220/17 and dt.15/05/2017 no. OCC/0476/17.
- Commercial & Residential Building G is partly constructed on Plot No.3. At present Building plans for G Building are sanctioned for Basement floor, Ground floor, Upper 12 floors. On part of the Ground floor four commercial shops are there. Similarly On part of the First floor four commercial shops / spaces are there. Pune Municipal Corporation has issued occupancy certificate for Commercial shops / spaces on ground and first floor vide Occupancy certificate no. OCC/1203/15 dt. 14/12/2015.

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## **II.Phase 2:**

In Phase 2 Developer has decided to complete following construction.

- Construction of G Building having basement floor, ground floor, first floor and 19 floors above. Out of which at present plans are sanctioned for basement floor, ground floor, first floor and 11 upper floors as per commencement certificate no. CC/0188/17 dt.26/04/2017. Developer is going to construct additional 8 upper floors in G Building by acquiring Transferable Development Rights. FSI available against Amenity Space, Road, & Paid FSI.

## **III.In Phase 3**

In Phase 3 Developer has decided to complete following construction.

- Construction of Commercial Building no. F. Building No.F will have basement, ground floor, mezzanine floor, parking 1, parking 2, & 10 upper floors. Plans of F Building are sanctioned upto basement, ground floor, mezzanine floor, parking 1, parking 2, as per commencement certificate no.CC/0188/17 dt.26/04/2017. Developer is proposing to construct additional 10 floors above Parking 2 after acquiring Transferable Development Rights and Paid FSI.

5.2.5 It is specifically informed to the purchaser that Developer and said society has no intention to sub-divide the entire land but the said plots are shown separately for sake of convenience in **Annexure-A-3.**

5.2.6 As stated above Developer is going to use development potential of Entire land to the extent of approx. 23896.99 sq.mtrs. Out of the aforesaid development potential, Developer has used development potential to the extent of approx.18561.79 sq.mt. and Developer is going to utilize Balance development potential in future by constructing additional floors on G Building and F Building by acquiring Transferable Development Rights, Paid FSI.

5.2.7 State Level Environment Impact Assessment Authority gave its no-objections to the Developer, to develop the said project vide its order dt.3/12/2016 bearing no.SEAC-2013/CR-287/TC-2. Maharashtra Pollution Control Board gave the Consent to Operate to the Developer on 30/1/2017 vide its consent order no.1.0/BO/ROHQ/CE/CC-170/002092.

5.2.8 It was agreed between the developer and the member of the said society that, as far as possible residential units which are to be allotted to the members of the Said Society will be constructed on the separate plot and therefore the area upon which the residential units are to be constructed for the members of the said society are shown in the plan annexed herewith as Building A, Building B, Building C and Building D. and the said area is more particularly described in **Schedule I–B** written hereunder and hereinafter referred to as "Plot 1" and hereinafter referred as "Original Society's Plot". That area which is available for the developer to construct the units and sell the same is shown separately as plot no 2,3,4, open space , internal road and portion of land to be acquired for D.P road as shown in the **Annexure-A-3**. Developer has decided to construct the buildings shown as building No. E, F, G and H upon the aforesaid area as shown in the sanctioned plan.

### **5.3 MODIFICATIONS OF SANCTIONED PLAN:**

- i. Developer hereby reserves right to modify/revise the sanctioned plans by carrying out the alterations or additions of the structures, layout plans, specifications of buildings or common amenities as per the provisions of S.14 (2) (ii) of The Real Estate (Regulation & Development) Act.
- ii. As stated above Developer is going to utilize Development potential of Entire Land to the extent of 23896.99 sq.mtr [approx.]. Till this date Developer has utilized FSI to the extent of 18561.79 sq.mtr and planning to use the balance development potential after purchasing the Transferable Development Rights, and getting the FSI against Road & Amenity Space and Paid FSI and to construct additional floors on G Building as stated above and to construct F Building having basement, ground floor, mezzanine floor, parking 1, parking 2, & 10 upper floors.
- iii. For use of the balance development potentials the Developer is entitled to revise the building plans. Considering the aforesaid circumstances that Developer is entitled to use balance development potentials, Purchaser hereby gives Purchaser's irrevocable consent for modification of building plan / layout to use the balance development potential of the Entire Land

and to get the same sanctioned and for that reason no separate consent of Purchaser is required as per section 14 of The Real Estate [Regulation & Development] Act, 2016 because the Developer has declared developer's intention to use the balance development potential.

- iv.** Thus the Purchaser/s hereby further give/s and accord/s his / her / their consent for additional constructions as a result of the Developer using additional F.S.I. [i.e Balance Development Potential of the Entire Land ] without materially & adversely affecting the area of the said Flat, and the purchaser shall not have any right to object for such additional construction which will be carried out by the Developer in future. The Developer will be entitled to carryout revision in the building plan for utilising the full / maximum permitted/proposed FSI. The Purchaser hereby gives his irrevocable consent for obtaining the revised building plans approved from the competent authority so as to enable the Developer to consume and utilise the full FSI potential including the proposed FSI including TDR becoming available for construction on the Entire Land .
- v.** The Developer shall have and has retained all rights to use, utilize and consume the FAR/FSI originating from the physical area of the Entire Land including the area of the Entire Land and so also the additional FAR/FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966, by adding to the floors of the building/s and/or by putting up separate/ independent building/s as the case may be.
- vi.** The Purchaser/s hereby grants his/her/its consent for change/ modification/ alteration/revision of the sanctioned plans in case the same is required to be done under any rule, regulation, enactment in force or to be enforced. For the aforesaid purposes, the Purchaser/s hereby empowers the Developer as his / her/its duly constituted attorney to make necessary representations for and on behalf of the Purchaser/s before the concerned authorities, including the authorities of the Pune Municipal Corporation / Collectorate Pune, and for if required the Municipal Corporation of City of Pune, for alteration, change, modification, revision, renewal and sanction of the plans for construction of the building/s; additional or otherwise, without prejudicially affecting the said Flat agreed to be purchased by the Purchaser/s.
- vii.** Developer is entitled to make any such minor additions, alterations as may be required by Purchaser or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by authorized architect or engineer after proper declaration and intimation to the Purchaser. For purpose of this clause "minor additions or alterations" excludes structural change including

addition to the area or change in height or the removal of part of the building or any change to the structure such as the construction or removal or cutting into of any wall or part of the wall, partition column, beam, joist, floor including mezzanine floor or other support of change to or closing of any required means of access ingress or regress or change to the fixtures or equipment.

**viii.** If any portion of the Entire Land adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road /RP Road for any reservation then State of Maharashtra may pay the compensation therefore, in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the Entire Land or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Developer shall be entitled to use the same and additional built up area in the Entire Land either by way of construction of new building or extension of the buildings or adding floor/s on the existing buildings, which are presently permitted or in any other property as per the discretion of the Developer. The Unit Purchaser has hereby given his irrevocable consent thereof and the Developer shall be entitled to revise the plans, get the same sanctioned from Pune Municipal Corporation, and construct the additional units permitted by Pune Municipal Corporation and to allot/sell them to various persons. The Unit Purchaser shall have no objection for the said new Purchaser to be admitted as members of the Association. If the Pune Municipal Corporation refuses to permit the FSI in respect of the area under road, road widening, reservation then the Developer alone shall be entitled to the compensation in respect thereof, or can convert the balance FSI into Transferable Development Rights or Floating FSI and can appropriate the same for benefits of developer herein.

**ix.** Notwithstanding anything contained in this Agreement to the contrary the Developer shall be entitled to utilize any balance and/or additional FSI and/or TDR or F.S.I. obtained in any form as stated in above paras on any open space/ areas. and/or on terraces above the building/s either prior to or after completion of building/s and even after conveyance of the Entire Land . The Developer shall also be entitled to transfer or assign the said right to any other person. The Entire Land shall be conveyed subject to the said right.

## **6] RIGHTS OF THE DEVELOPER TO DEVELOP ENTIRE LAND:**

Developer hereby declares that developer is going to develop the Entire Land in phase-wise manner and development of the Entire Land will be completed on or

before 31<sup>st</sup> December 2022. Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of:

- i. War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods,.
- ii. Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- iii. Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- iv. Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Collector, Pune / PMRDA/ or any other authority.
- v. Any other reason beyond the control of the Developer.

## **7] POSSESSION:**

- 7.1 The Developer shall give possession of the Unit / Flat to the Purchaser/s on or 31<sup>st</sup>\_DECEMBER 2020. Developer hereby declares that Developer will complete external development of the project on or before 31<sup>st</sup> December, 2022.
- 7.2 It is specifically agreed that Developer shall be entitled to reasonable extension of time for giving delivery of Unit / Flat on the aforesaid date, if the completion of building in which the Unit / Flat is to be situated is delayed on account of –
  - i. War, Civil Commotion or any act of God, natural calamity, riots, earthquake, floods.
  - ii. Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
  - iii. Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
  - iv. Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the project/building/Flat, road NOC or any other NOC or getting any requisite Certificate from Collector, Pune / PMRDA/ or any other authority.

- v. Any other reason beyond the control of the Developer.
- 7.3 Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from PMC shall offer in writing the possession of the Unit / Flat to the Purchaser/s in terms of this Agreement to be taken within 15 days from the date of issue of such notice and accordingly the Developer shall give possession of the (Unit / Flat/Plot) to the Purchaser/s.
- 7.4 The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer or association of Purchaser/s, as the case may be.
- 7.5 The Purchaser/s shall take possession of the Unit / Flat within 15days of the Developers giving written notice to the Purchaser/s intimating that the said Unit / Flat is ready for use and occupation. Purchaser is not entitled to ask the possession unless entire amount payable under this Agreement is paid by the Purchaser to the Developer.
- 7.6 Purchaser/s to take possession of Unit / Flat Upon receiving a written intimation from the Developer as per stated above, the Purchaser/s shall take possession of the Unit / Flat from the Developer by executing possession receipt, necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Unit / Flat to the Purchaser/s. In case the Purchaser/s fails to take possession within the stipulated time in such case Purchaser/s shall be liable to pay maintenance charges as applicable and property tax and electricity charges.
- 7.7 If within a period of five (5) years from the date of handing over the Unit / Flat to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any defect in the Unit / Flat or the building in which the Unit / Flat is situated or the material used therein, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Purchaser/s compensation for such defect or change. Developer is not entitled to pay the compensation in case of damages arising out of wear and tear of the premises and respective items and also arising out of any unauthorize changes carried out by the Purchaser or any damages arising out of carrying out interior work. If there is

a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred to decision to Adjudicating Officer appointed under Section 72 of the Real Estate (Regulation and Development) Act, 2016.

**7.8 Schedule for possession of the Common amenities:-** The Developer herein is developing the Entire Land which consists of three phases having common amenities like **club house, landscape garden** etc, the construction/development of the said common amenities will be completed in due course only after completion of construction of all the project phases on the Entire Land . The Developer, assures to hand over possession of the said common amenities on 31/12/2020. The Purchaser/s herein agrees and convey that he/she/they shall not be entitled to refuse to take the possession of the said apartment on the ground of non completion of aforesaid common amenities.

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

**7.10 8] Maintenance charges and other outgoings:**

8.1 Parties hereby agree that maintenance charges includes following charges / expenses:

- i. The expenses of maintenance, repairing, redecorating etc. of the main structure and in particular the terrace gutters and rain water pipes of the building/s, water pipes and electric wires in under or upon the building/s and enjoyed or used by the Purchaser in common with other occupiers of the other **premises and the main entrances, passages, landings and staircases** of the building/s as enjoyed by the Purchaser of used by him/her/it them in common as aforesaid and the boundary walls of the building, compound, terrace, gardens, swimming pool, periphery of the building, etc.



- ii. The costs of cleaning and lighting the passages, landings, staircase and other parts of the building/s and Entire Land as enjoyed or used by the Purchaser in common as aforesaid.
- iii. The costs of decorating the exterior of the building/s.
- iv. The salaries of sweepers, lift man, pump operators, Gardeners, etc. working for the building/s.
- v. The cost of working and maintenance and repairs of water pumps, lifts, generator, and other service lines and ALL OTHER AMENITIES AND SERVICES allied paraphernalia.
- vi. Municipal and other taxes, charges, rates, cesses, etc.
- vii. Insurance of the building.
- viii. Cost of water meter or electricity meter and/or any deposit for water or electricity.
- ix. Charges of the water if purchased by the developer from the tankers if the corporation fails to supply water or the water supply from the Pune Municipal corporation is not adequate. Cost of maintenance of generator and running cost of generator.
- X Such other expenses as are necessary or incidental for the maintenance and upkeep of the building or buildings.

## **8.2 Payment of maintenance charges:**

- i. Developer has right to fix maintenance charges which are to be paid by the purchaser and Purchaser shall not have any right to challenge the amount of the maintenance charges fixed by the developer. Purchaser shall pay sum of Rs. \_\_\_\_\_ - per Unit / Flat as mentioned in **Schedule IIA** written hereunder, as provisional maintenance charges to the developer for the Said Flat. Developer has decided to charge provisional monthly maintenance charges till maintenance of the Entire Land and Building is handed over the organization of Unit / Flat purchasers of the building constructed upon the Entire Land. The aforesaid charges are provisional and Developer has right to increase the same considering the cost of services at relevant time. Purchaser shall pay the aforesaid provisional maintenance charges at the time of possession to the developer for the period of first 36 months from the date of possession.
- ii. Purchaser shall pay monthly maintenance charges to the developer as fixed by the developer on or before 7<sup>th</sup> day of

each English Calendar month. If the purchaser fails to pay maintenance charges in the stipulated period, then in that case, the purchaser shall pay the interest upon the unpaid maintenance charges @ 18% p.a. for the delayed period.

- iii. Arrears of maintenance charges and interest upon it shall be charge upon the said Unit / Flat and purchaser is not entitled to assign his interest in the said Unit / Flat, unless the unpaid maintenance amount along with the interest is paid to the developer or Association / society of the Unit / Flat purchasers as the case may be.

### **8.3 Liability to pay maintenance charges:**

- i. Purchaser is liable to pay regularly maintenance charges from date of possession or date of issue of occupancy certificate by Pune Municipal Corporation whichever is earlier.
- ii. If Purchaser fails to take possession within 15 days from date of receipt of written intimation from the developer, then in that case date of possession shall be 15<sup>th</sup> day from the date of written intimation from the developer.
- iii. If the purchaser takes possession for carrying out interior work, then the date of possession will be the date on which possession is taken to carry out interior work.
- iii. Purchaser shall pay maintenance charges to the developer or agency appointed by the developer to carry out maintenance till the Co-operative Society / Condominium of Apartment Holders is formed.

8.4 Developer shall deposit maintenance amount in designated account which is to be opened for carrying out the maintenance of the Entire Land. It is specifically agreed that Developer shall have a right to use the maintenance charges / deposit as per the requirement and shall hand over the balance amount to the society / Condominium of the Apartment purchasers.

8.5 Purchaser shall pay property tax and other taxes and levies, electricity bills, water charges, upon the said flat regularly and developer shall not be liable to pay any taxes from the date of possession or the date from which the property tax is payable upon the Said Unit / Flat which ever is earlier.

8.6 The Developers shall be liable to pay only the Municipal Taxes, as actual, in respect of the unsold Units / Flats and other premises and

the token sum of Rs. 11/- (Rupees eleven only) per month towards the other outgoings in respect of the unsold Units / Flats.

- 8.7 Purchaser/s shall, even if possession of the said Unit / Flat, is not taken for whatsoever reasons, be liable to pay the maintenance charges.
- 8.8 The Developers reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon time to time increasing structure of maintenance expenses and the purchasers have also agreed upon the same.
- 8.9 The amount so paid by the Purchaser/s to the Developers shall not carry any interest and remain with the Developers until a conveyance is executed in favour of the society/Limited Company/ Condominium of Apartment Holders as aforesaid. On formation of the society or condominium as per provisions of Maharashtra Apartment Ownership Act, aforesaid deposits, (less deductions provided for under this Agreement) shall be paid over / transferred by the Developers to the Society or the Limited company/ condominium of Apartment Holders as the case may be.
- 8.10. The Purchaser/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 7<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Purchaser/s shall be regarded as the default on the part of the Purchaser/s and shall entitle he Developer to terminate this agreement in accordance with the terms and conditions contained herein.
- 8.11 The Purchaser/s shall pay to the Developer a sum as demanded by the Developer for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developer in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and byelaws and the cost of preparing and engrossing the conveyance or assignment of lease.

## **9] FORMATION OF THE SOCIETY /CONDOMINIUM/BODY :**

It is agreed that for convenience administrative or otherwise, the Developer shall be at liberty or entitled to:

i. Developer shall have option to form separate co-operative society for each building for maintenance of buildings and open spaces allocated for the building, or submit the said property along with the buildings constructed upon it to the provisions of Maharashtra Apartment Ownership Act, 1970. The Purchaser hereby agrees and confirms that the decision taken by the developer to submit the said property and buildings constructed upon it to the provisions of Maharashtra Apartment Ownership Act, shall be final and binding upon the Purchaser.

ii. Developer has option to form Apex Body/Federal Society of all the Unit Purchasers of the Entire land by forming Federal society of all the co-operative societies/condominium of apartment purchasers of each building. It is specifically agreed by the Purchaser that if the Developer has decided to form one or more co-operative societies, then in that case, decision of the developer will be final and binding upon the purchaser.

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

iv. In the event it not possible to form co-operative society for the building, then in that event the developer has right to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more buildings, sectors or sections comprised in the said property;

v. The Developer shall become member of the Co-operative Society. If the Developer transfer, assign and disposed off the said open spaces unallotted covered or open car parking, terrace, parapet walls, or other specified or unspecified spaces at any time to anybody the assignees, transferee and/or the Purchaser/s thereof shall be admitted as member/s the Co-operative Society. The other Purchaser/s will have no right to raise any objection to admit such assignee or transferee or allottee or Purchaser/s as member of Co-operative society.

vi. Developer has right to submit buildings constructed upon the said property, Original Society Plot and The Developers Plot to the provisions of Maharashtra Apartment Ownership Act by executing deed of declaration with respect to the building and land beneath the building separately for each building and in case of submissions of the building and land beneath the building, the Purchaser/s in the said building and association of apartment owners of the said building shall have rights in the said building and land beneath it.

## **10] CONVEYANCE:**

10.1 Developer hereby declares that developer is going to develop Entire Land in phases. In First Phase Developer is going to construct building no A, B, C, D, E, H Building and Part of G Building In second Phase Developer is going to complete construction of balance area of G Building. In Third phase Developer is going to construct F Building.

. If permitted by state of Maharashtra and the local authority developer will be developing amenity space as fourth phase.

10.2 Developer hereby agrees that Deed of conveyance / Deed of Declaration / Deed of Apartment will be executed by the developer in favour of Association of Unit Purchasers/Society **within \_\_\_ months from date of receipt of issue of occupancy certificate of part of G Building and F Building..** Developer hereby agrees to complete the Entire Project before 31/12/2022. Developer is entitled to reasonable extension of time if the completion of the project is delayed on account of :

- i) Non-availability of steel, cement, other building material, water or electric supply and labour.
- ii) War, natural calamity, riots, earthquake, floods, Civil Commotion or any act of God.
- iii) Any notice, order, rule, notification of the Government and/or other public or Competent Authority or any Decree / Stay or injunction order from any Court.
- iv) Changes in any rules, regulations and bye-laws of various statutory bodies and authorities from time to time then affecting the development of the project.
- v) Delay in grant of any NOC / permission /licence connection / installation of any services such as lifts, electricity, drainage, water connections and meters to the Project/building/Unit, road NOC or any other NOC or getting any requisite Certificate from Pune Municipal Corporation.
- vi) Delay or default by the Purchaser/s or other Purchaser/s in payment of their respective amount of their dues and any instalment under these presents (without prejudice to the right of the Developer to terminate this agreement under clause mentioned hereinabove).
- vii) Strike of supplier.

10.3 Flat Purchaser hereby agrees that Developer has right to form separate societies/Association of Apartment owners of separate buildings and also have right to execute separate conveyance for each building and land

beneath the building. If the developer decides to execute separate conveyance for separate buildings, then in that case developer has right to utilize FSI and Transferable Development rights available against the said property, anywhere on the Original Society Plot / The Developers Plot and in case of such conveyance separate clause will be incorporated in the deed of conveyance disclosing use of FSI for entire land. If in case there is disproportionate distribution of FSI, Purchaser has no right to object for the same. If in case before completion of the project developer decides to execute the separate conveyance for the building in which the said unit is located, then in that case the Association of unit purchasers / society of the unit purchasers / unit purchasers shall give power of attorney to the developer to revise the building plans and to sign any necessary application, to submit affidavit, undertaking and indemnity bond. It is specifically brought to the notice of the purchaser that purchaser has no right to ask subdivision of the said property / Original Society Plot / The Developers Plot. as layout of the THE DEVELOPERS PLOT is same and the developer will execute conveyance deed only for portion of the Original Society Plot / The Developers Plot / Said Property/entire land.

- 10.4 It is specifically agreed between the parties that Developer has right to execute separate Deed of Conveyance for Unit Purchasers of the buildings constructed upon Plot 1, Plot 2 and Plot 3 and Plot 4, it is specifically brought to the notice of Purchaser that sub-division of Plot 3 will not be effected. If Developer decides to execute separate conveyance for Plot 4, Plot 1, Plot 2 and Plot 3, then in that case the developer has right to use F.S.I. available against the aforesaid plots on any other plot and also right to use transferable development rights on any other plot and accordingly the Deed of Conveyance will be executed and purchaser and ultimate body of the purchasers shall have not any right to object right of the developer to use F.S.I. of any plot on other plot and right to use transferable development rights available against any plot on any other plot.
- 10.5 If the developer decides to execute separate conveyance for each building, then in that case conveyance will be executed only for the building and land beneath the building.
- 10.6 It Is specifically agreed between the parties that at the time of final convince there may be less area of the respective plot/ said property, than

the area of the respective plot /said property which is mentioned herein and shown in the layout then in that case the purchaser and the society /association of unit purchasers shall not have any right to challenge the area mentioned of the said property/Land.

10.7 It is specifically agreed and declared that the deed of conveyance of the said "PLOT 3" and buildings constructed upon the Said "PLOT 3", in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

- i) A covenant by Purchaser/s to indemnify and keep indemnified the Developer against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.
- ii) A declaration that the Developer shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.
- iii) Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.
- iv) A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighbouring or adjoining premises of the Developer for building or other purposes and a declaration that the access and user of the light and air to and for the residential Units / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Developer.
- v) That the Purchaser and ultimate body of unit purchasers shall not have any right of sub-division of said Plot 3.
- vi) Declaration relating to use of FSI and TDR upon the said property and the restrictions of the flat purchasers to claim FSI.

10.8 The Advocates for the Developer shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/Apex Body permissions and/or sanctioned under the Income Tax Act, 1961 and/or any other law for the time being in force and premium, if any, payable therefore as well as the costs of preparing engrossing,

stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Developer and/or the Purchaser as well as the entire professional costs of the said Advocates of the Developer in preparing and approving all such documents shall be borne and paid by the Ultimate/Apex Body or proportionately by all the Purchaser of premises in the said Plot 3. The Developer shall not contribute anything towards such expenses. The proportionate share as determined by the Developer of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/it/them immediately on demand.

10.9 It is specifically agreed by the Purchaser that Open Space No.1 shown in the layout will be used by owners and occupiers of Building No. A, B, C, D, E & F and owners and occupiers of Building No. G, H, shall not have any right to use the open space No.1. Similarly, open Space No.2 will be used by owners and occupiers of Building No. G & H only and the owners and occupiers of Building No. A, B, C, D, E & F shall not have rights to use Open Space No.2.

#### **11] REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:**

The Developer hereby represents and warrants to the Purchaser/s as follows :

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



the Project, Entire Land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Entire Land, Building/Wing and common areas;

- vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Entire Land, including the said Unit/ Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit / Flat to the Purchaser/s in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- x) The Developer has duly paid and shall continue pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums', damages and/or penalties and other outgoings, whatsoever, payable with respect to the Entire Land to the competent Authorities;
- xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification has been received or served upon the Developer in respect of the Entire Land except those disclosed in the title report.
- x) Developer has obtained project loan from BAJAJ FINANCE LIMITED registered agreement dt. 17<sup>th</sup> september 2016 registration no. 6616/2016.

## **12] OBLIGATIONS OF THE PURCHASER:**

**12.1** The Purchaser/s shall use the Unit / Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local

authority. He/She/ They shall use the parking space only for the purpose of keeping or parking the Purchaser/s' own vehicle/s.

- 12.2 The Purchaser/s along with other Purchaser/s of Unit / Flat in the building shall join in forming and registering the Society / Condominium of Apartment Holders to be formed and registered by the Developer as per their own convenience, and in their absolute discretion, and shall file from time to time and execute the applications for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society / Condominium of Apartment Holders and for becoming a member/s, including the bye-laws of the proposed Co-operative Society / Condominium of Apartment Holders and duly fill in, sign and return to the Developer within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964 and Section 19 (9) of The Real Estate [Regulation & Development], Act, 2016. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, unless it is required by the Registrar or any other Competent Authority. The Purchaser/s shall do all acts, deeds and things that are necessary for getting the conveyance of the Entire Land executed and the Society / Condominium of Apartment Holders, formed and registered.
- 12.3 Upon formation of such Society / Condominium of Apartment Holders such body shall be liable besides the Purchaser/s and other Purchaser/s of different Units / Flats, for any lien or claim or demand which the Developer may have in respect of the said Unit / Flat hereby agreed to be purchased and other Unit / Flat in the said building. The Purchaser/s hereby agree/s and binds himself / herself / themselves to do and execute all acts, matters, things, deeds and documents which the Developer may require to be executed to enforce the obligations envisaged in this clause the Society / Condominium of Apartment Holders. The failure on the part of the Purchaser/s to observe and perform obligation under this clause when called upon to do so by the Developer shall entitle the Developer to rescind this Agreement and the consequences or rescission herein provided shall follow.
- 12.4 The Purchaser/s is/are aware of the fact that the Developer have undertaken the work of development of the Entire Land, and as such, the Developer are at liberty to provide common water line/s, road/s, common open space for all together or may provide at their

choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

12.5 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of Unit / Flat etc. constructed on the Entire Landon the ground of nuisance, annoyance or inconvenience for any profession, trade or business, etc. that has been or will be permitted by law or by local authority in the concerned locality.

12.6 The Purchaser/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Unit / Flat may come, doth hereby covenant with the Developer as follows for the said Unit / Flat and also for the building in which the said Unit / Flat is situated :-

- a) To maintain the Unit / Flat at Purchaser/s' own cost in good tenantable repair and condition from the date of possession of the Unit / Flat is taken and shall not do or suffer to be done anything in or to the building in which the Unit / Flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Unit / Flat is situated and the Unit / Flat itself or any part thereof.
- b) Not to store in the Unit / Flat / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Unit / Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Unit / Flat is situated, including entrances of building in which the said Unit / Flat is situated and in case any damage is caused to the building in which the Unit / Flat is situated or the Unit / Flat on account of negligence or default of the Purchaser/s' in this behalf, the Purchaser/s' shall be liable for the consequences of the breach.

- c) To carry at his/her/their own costs all the internal repairs to the said Unit / Flat and maintain the Unit / Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Unit / Flat is situated or the said Unit / Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- c) Not to demolish or cause to be demolished the said Unit/ Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Unit / Flat is situated and shall keep the portion, sewers, drains, pipes in the Unit / Flat and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Unit / Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Unit / Flat without the prior written permission of the Developer and/or the Society / Condominium of Apartment Holders as the case may be.
- d) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Entire Land and the building or any part thereof or whereby any increased premium shall become payable in respect of insurance.
- e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit / Flat in the compound or any portion of the Entire Land and the building.
- f) Pay to the Developer within seven days of demand by the Developer, his share of security deposit and expenses demanded by concerned local authority or Government for giving water, electricity or any other service connection to the said Unit / Flat.
- g) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the

concerned local authority and/or other public authority, on account of change of user of the Unit / Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose.

- h) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Unit / Flat until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Developer and obtaining prior written permission from the Developer for the same.
- i) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society / Condominium of Apartment Holders may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Units / Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society / Condominium of Apartment Holders regarding the occupation and use of the said Unit / Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- j) Till conveyance of portion of Entire Land and the building constructed upon it is executed, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Entire Land and building/s or any part thereof to view and examine the state and conditions thereof. The Developer shall have such right to enter into and upon the Entire Land /building/Unit / Flat even after the Purchaser/s is/are put into possession of the said Unit / Flat, during the statutory defect liability period.

- k) Till a separate electric meter or a water meter is installed/allotted by the MSED Co. Ltd./ Collector, Pune/Local Authority, the Purchaser herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her Unit / Flat.
- m) If after delivery of possession of the said Unit / Flat, the Developer or Association is required to carry out repairs including for stopping leakage of water in the toilet, then the Purchaser herein shall permit the Developer or Association as the case may be to carry out such repairs without delay and shall give required help there for. If such leakage is due to alterations made by the Purchaser or due to negligence of the Purchaser then the Purchaser shall be liable to carry out the said repairs and pay cost there for.
- n) The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Developer construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Developer.
- o) If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Developer and in such places or in such manner as may be directed by the Developer.

12.7 Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises and a declaration that the access and user of light and air to and for the premises purchased by the Purchaser/s for any structure, erection for building for the time being erected and standing therein from and over the neighboring premises of the Developer is enjoyed under the express consent of the Developer.

12.8 The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is impartable and it is agreed that the Developer shall not be liable to execute any deed or any other

document in respect of the said Unit / Flat in favor of the Purchaser/s.

- 12.9 The Developer alone shall be entitled to claim and receive compensation for any portion of the Entire Land and building/s that may be notified for set back/reservation and claim the F.S.I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/Limited Company/Condominium of Apartment Holders.
- 12.10 The Purchaser covenants and undertakes that in the events he/she/they have acquired right and interest in open space/terrace/garden they shall be duty bound and under obligation to permit the Developer and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within such open space/garden/ terrace, even after the society is formed and conveyance is executed.
- 12.11 The Purchaser/s hereby irrevocably consents and authorizes the Developer to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Developer in this regard shall be binding on the Purchaser/s. The Developer may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of State of Maharashtra, Local Authority, Collectorate, Road, Water, Building Tax Assessment departments, Government & Semi-Government, M.S.D.C., etc. on behalf of the Purchaser/s and whatever acts so done by the Developer on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.
- 11.12 The Purchaser/s hereby authorizes and allows the Developer to represent him/her/ them for changing the position of Roads, Open spaces, Parking lots, other common amenities, Staircases, Lobbies, Underground/Over ground water Tanks, Transformers, Garbage, Dust Bins, Septic tank, Sewage Lines, Water Lines etc. as per the requirement of Collector, Town Planning Authority or Local Authority, and the Purchaser/s will not take any objection for the same.

### **13] OTHER COVENANTS:**

- 13.1. The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 13.2. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit or of the Entire Land and Building or any part thereof unless proper conveyance and ownership of buildings constructed upon it is executed by consenting parties and Developer, in favour of Association / society / company of the Unit purchasers. The Purchaser/s shall have no claim save and except in respect of the said Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, etc. will remain the property of the Developer until the Entire Land and Building is transferred and conveyed to the Society / Condominium of Apartment Holders as hereinbefore mentioned.
- 13.3. Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Developer shall not be construed as the waiver on the part of 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 Developer.
- 13.4. The Developer shall have a first charge and lien on the said Unit in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.
- 13.5. The Developer shall be entitled to create encumbrance over the Entire Land allot, give on licence any portion of the Entire Land to any Government / Semi Government Authorities / Local Authority / M.S.D.C./ Pipe Gas/ Gas bank/fire fighter or any other services as per bylaws, any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.
- 13.6. The Developer has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Developer other than the terms and conditions expressly provided under this Agreement.



- 13.7. The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said unit by the Developer to the Purchaser herein, it will always be presumed that, the Developer had discharged and performed all his obligations, except formation of proposed society or Association of Apartment and conveyance, as stated hereto before, in favour of such society or Association of Apartment in which the Purchaser/s herein will be member in respect of the said unit, under this agreement and as well as under the provisions of The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963.
- 13.8. On completion of the construction of the Said Unit and obtaining completion certificate/occupancy certificate of the Said Unit from the concerned authorities, all the risk relating to or touching to or in respect of the Said Unit shall exclusively be of the Purchaser.
- 13.9. The Developer may themselves or any other person in the Developer's sole discretion for allow display of advertisement and/or hoarding sites/neon signs, or may allow erection of antennae or towers for cable/satellite television, wireless, paging, mobile, cellular services, on the building and derive appropriate income therefrom in their own rights. The Developer shall be entitled to erect hoardings on the Entire Land and/or said building and to sell or let/lease the same and to receive income thereof and the property will be conveyed subject to the said right of the Developer.
- 13.10. Covered Parking/ Podium Parking are not the common areas and Developer has right to allot Covered Parking/ Podium Parking to specific unit purchaser/s as per his choice and discretion of the Developer. The purchaser shall not enclose the said parking and shall not use the same for any other purpose. The respective purchaser shall use the covered parking for the purpose for keeping or parking the purchaser's own light motor vehicle and in manner not inconvenient to other Unit holders and shall not enclose the same at any time for whatsoever reason. The Developer shall not be responsible for the consequences arising out of any unauthorized use/enclosure of the parking areas.
- 13.11. Developer has allotted Open Car Park/Scooter Park to the Purchaser and for that Developer has not taken any consideration for using the discretion to allow unit purchaser to use specific Open Car Park area. Such allotment will be done by the Developer only with the intentions for convenience of the Unit purchasers and there should not be any conflict between the Unit purchasers after formation of the Society/Association of the Unit purchasers. It is specifically agreed by the Purchaser herein that the above work is being done by the developers ex-gratia on the request of the purchasers. If any dispute arises on account of allotment of open

parking then in that case Developer is not responsible for the same and Flat Purchaser shall resolve their dispute amongst themselves.

13.12. It is hereby made clear that the Developer shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Unit Purchaser/s herein or the organization in which he will become a member shall not be entitled to object the said use by the Developer or its nominee/s or assignee/s and the Unit subject to the said right of the Developer and this term is the essence of this agreement.

13.13. The Developer hereby make aware purchaser that there may be insufficient water supply by local authority and Developer has given undertaking to Local authority regarding water supply. As the Developer will be applying to the concerned authorities for giving separate water connections for the building/s and electricity meters and connections for the Unit of the Purchaser, if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Developer may provide electrical connections/water supply at the cost of the purchaser through any other temporary arrangement due to which if there is improper/insufficient/irregular supply of water/electricity, the Developer shall not be held responsible for the same and the Purchaser hereby consents for any temporary arrangement that may be made in the said interim period. The Purchaser shall pay for the proportionate charges of such arrangement as demanded, determined and decided by the Developer (and service tax if applicable thereon). Until receipt of this amount from the purchaser, the Developer shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Purchaser for the above from the outgoing/maintenance charges for which the Purchaser hereby gives his/her consents. The Developer is entitled to demand charges for such temporarily arrangement in advance, for 12 months, before giving possession of the said Unit.

#### **14] NAME OF THE PROJECT:**

The name of the Project will be "EMIRUS". The Purchaser's Co-operative Society/ Limited Company Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. Developer has right to fix signage of Developer's name on the Building and Flat Purchaser or Association / Society of Flat Purchasers have no right to remove the signage affixed by the Developer.

#### **15] DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE**

As stated above Developer has availed finance from BAJAJ FINANCE LIMITED by executing Deed of Mortgage dt. 17<sup>th</sup> september 2016 registration no.

6616/2016.. After the Developer executes this Agreement Developer shall not mortgage or create a charge on the [Unit / Flat/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such [Unit / Flat/Plot].

## **16] BINDING EFFECT**

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser/s fails to executed and deliver to the Developer this Agreement within 30 (thirty) days from the dated of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Purchaser/s, application of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

## **17] ENTIRE AGREEMENT**

The Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit / Flat/plot/building, as the case may be.

## **18] RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

## **19] PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S, SUBSEQUENT PURCHASER/S**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the [Unit / Flat/Plot], in case of a transfer, as the said obligations go along with the [Unit / Flat/Plot] for all intents and purposes.

## **20] SEVERABILITY**

In any provision of the Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform the Act or the Rules and Regulation made there under or the applicable law, as the case may be, and the remaining provisions of the Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **21] WAIVER NOT A LIMITATION TO ENFORCE**

21.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser.

21.2 Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **22] METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/s in Project, the same shall be the proportion which the carpet area of the Unit / Flat bears to the total carpet area of the Unit / Flats in the Project.

## **23] FURTHER ASSURANCES**

Both parties agree that they shall executed, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instrument and action specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **24] PLACE OF EXECUTION**

The execution of the Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office. After the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar as mutually agreed by the parties herein.

24] The Purchaser/s and/or Developer shall present this Agreement as well as the Conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.

**25] NOTICE:**

- 25.1. The email address of Developer is "sales.emirus@gmail.com", & email address of Purchaser is "\_\_\_\_\_". If the email address of Developer/Purchaser is changed it should be notified to the other Party by written communication.
- 25.2. That all notice to be served on the Purchaser/s and Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post A.D or notified Email ID and their respective addresses mentioned above.
- 25.3. It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be.

**26] JOINT PURCHASER/S**

That in case there are Joint Purchaser/s all communications shall be by the Developer to the Purchaser/s whose name appears first and at the address give by his/her which shall for all intents and purposes to consider and purposes to consider as properly served on all the Purchaser/s.

**27] GOVERNING LAW**

That the right and obligation of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Pune courts will have the jurisdiction for this Agreement.

**28] INVESTMENT CLAUSE**

The Purchaser herein has agreed to purchase the said Unit as an Investor as laid down in Article 5 (g a) (ii) of the Maharashtra Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Purchaser herein to the subsequent purchaser as per the provision to the said clause 5 (g a) (ii) of the Maharashtra Stamp Act, 1958.

**29] STAMP DUTY & REGISTRATION:**

- 29.1. The original of this agreement is given to the Purchaser. The Purchaser shall present this agreement as well as any other deeds, documents etc. which are

to be executed by the parties hereto in pursuance of these present, at the proper registration office for registration within four months from the date of execution of this agreement and on intimation thereof by Purchaser the Developer will attend such office and admit execution thereof. The Developer shall not be responsible if the Purchaser fails to register the agreement as mentioned above.

- 29.2. Before execution of deed of conveyance of the Entire Land and the building constructed upon it, the Purchaser/s shall pay to the Developer the Purchaser's share of stamp duty and the registration charges payable, as per prevailing market rate required to be paid under the provisions of the Bombay Stamp Act 1958 and the amendments thereto and the Indian Registration Act 1908, by the said Society / Condominium of Apartment Holders, on the conveyance or any document or instrument of transfer in respect of the said property and the building/s to be executed in favour of the Society / Condominium of Apartment Holders.
- 29.3. The Entire Land is situated at S.No. 107 Village: Baner, Taluka: Haveli, District: Pune and as per the Ready Reckoner Market Rate for the flat is **Rs. \_\_\_\_\_/- per sq.mt.**, therefore stamp duty is calculated as per following details.

**Valuation and Stamp Duty :**

<b>Particulars</b>	<b>Area in Sq.Mt</b>	<b>% Age Taken</b>	<b>Net Area in Sq. Mt</b>	<b>Market Rate in Sq.Mt</b>	<b>Market Price</b>
<b>FLAT</b>		100%			
<b>TERRACE</b>		40%			
<b>COVERED CAR PARKING</b>					
<b>TOTAL</b>					

Total Market Price is **Rs. \_\_\_\_\_/-** and Consideration Amount is **Rs. \_\_\_\_\_/-** and therefore stamp duty of **Rs. \_\_\_\_\_/-** ( Rupees \_\_\_\_\_ Only) is affixed hereto on the document value which is more than the Market Price of the unit as fixed by the Office of the Registrar of Assurances, Pune.

## SCHEDULE IA

(Description of the Entire Land)

All that piece and parcel of the land bearing Survey No.107 Baner, admeasuring about 2 H 5 R situated at Village Baner, Taluka Haveli, Dist. Pune within the limits of Pune Municipal Corporation and is bounded as follows:

On or towards East: By Survey No.108 Baner and 18 mtr D.P Road.

On or towards North: Boundary between Village: Balewadi and Baner

On or towards West: By Survey No.106 Baner.

On or towards South: By Survey No.110 Baner.

[Hereinabove referred to as the Entire Land]

## SCHEDULE IB

[Description of the Plot No.1 (Building-A-B-C-D)]

All that piece and parcel of the land adm. about 5827.87 sq. mtr. out of land bearing Survey No.107 Baner, admeasuring about 2 H 5 R situated at Village Baner, Taluka Haveli, Dist. Pune within the limits of Pune Municipal Corporation and shown as Plot No.1 in the plan annexed herewith as ANNEXURE A-3, and is bounded as follows:

On or towards East: Building –E-&-F, D.P. Road and S. No. 108 Baner

On or towards North: Boundry of Village Balewadi and Baner.

On or towards West: Open Space & S. No. 106 Baner

On or towards South: Internal Road and Plot No.3 (Building-G-&-H)

With the right to use FSI to only to the extent of 5684.95 sq. mtr and excluding right to use Transferable Development Rights of the said area.. [Hereinabove referred to as the Plot 1]

## SCHEDULE I-C

[Description of the Plot No. 2 (Building-E-&-F-)]

All that piece and parcel of the land adm. about 1778. 26 sq. mtr. out of land bearing Survey No.107 Baner, admeasuring about 2 H 5 R situated at Village Baner, Taluka Haveli, Dist. Pune within the limits of Pune Municipal Corporation, and shown as Plot 2 in the plan annexed herewith as ANNEXURE A-3, and is bounded as follows:

On or towards East: By D.P. Road and S. No. 108 Baner

On or towards North: Boundry of Village Balewadi

On or towards West: Plot No.1 (Building –A-B-C-D-)

On or towards South: Internal Road and Plot No. 3 (Building-G & H)

With the right to use FSI to only to the extent of 1185.24sq. mtr and excluding right to use Transferable Development Rights of the said area.. [Hereinabove referred to as the Plot 2]

#### SCHEDULE I-D

[Description of the Plot No. 3 (Building-G-&-H-)]

All that piece and parcel of the land adm. about 5898.25 sq.mtr. out of land bearing Survey No.107 Baner, admeasuring about 2 H 5 R situated at Village Baner, Taluka Haveli, Dist. Pune within the limits of Pune Municipal Corporation, and shown as Plot No. 3 in the plan annexed herewith as ANNEXURE A-3, and is bounded as follows:

On or towards East : By D.P. Road and S. No. 108 Baner and 18 Mtr D.P Road.

On or towards North: Internal Road and Plot No. 1 & 2

On or towards West: Amenity Space

On or towards South: By S. No. 110 Baner

With the right to use FSI to the extent of 7570.67sq. mtr and right to use Transferable Development Rights of the entire land and balance FSI of plot no 1 & 2, internal road, area acquired for DP Road and additional FSI which can be utilized as per the present and future building bylaws of Pune Municipal Corporation by using Transferable Development Rights, which can be used against the Entire Land”.

[Hereinabove referred to as the Plot 3]



## SCHEDULE I-E

### [Description of the Plot 4 (Amenity Space)]

All that piece and parcel of the land adm. about 2903.84 sq. mtr. out of land bearing Survey No.107 Baner, admeasuring about 2 H 5 R situated at Village Baner, Taluka Haveli, Dist. Pune within the limits of Pune Municipal Corporation, and shown as Plot No. 4 in the plan annexed herewith as ANNEXURE A-3, and is bounded as follows:

On or towards East: Building No. – G-H & By S. No. 108 Baner

On or towards North: Open Space, & Boundary of Village Balewadi  
& part of plot no.1

On or towards West: By S. No. 106 Baner

On or towards South: By S. No. 110 Baner

[Hereinabove referred to as the Plot 4]

## SCHEDULE I-F

### [Description of the Plot 5 (Open Space No.1 & 2)]

All that piece and parcel of the land adm. about 1735.36 sq.mtrs. and 200 sq. mtr. out of land bearing Survey No.107 Baner, admeasuring about 2 H 5 R situated at Village Baner, Taluka Haveli, Dist. Pune within the limits of Pune Municipal Corporation, and shown as ' Plot No.5 and Open space No.1 & 2' in the plan annexed herewith as ANNEXURE A-3 and Boundaries of open Space No.1 adm. about 1735.36 sq. mtr. are as under:

On or towards East: Building –A

On or towards North: Boundry of Village Balewadi

On or towards West: No. 106 Baner

On or towards South: Amenity Space & S. No. 110 Baner

&

Boundaries of Open Space No.2 adm. about 200 sq. mtr. are as under:

On or towards East: Plot no. 3

On or towards North: Plot no. 3

On or towards West: Internal Road

On or towards South: Plot no. 3

[Hereinabove referred to as the Plot 5 and open space No.1 & 2]

## SCHEDULE-II A

### Description of the Unit

Definition of Carpet Area as per RERA: Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation: For the purpose of this clause the expression "Exclusive balcony or Veranda area" means the area of the balcony or the veranda as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; "Exclusive Open Terrace Area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

1)	Building/Flat No.	
2)	Type	
3)	Floor	
4)		
5)	Carpet Area	Carpet area is to be mentioned as per the definition of Carpet Area given in RERA
6)	Terrace Area attached to the flat	
7)	The Passage in front of personalized elevator	
8)	Utility Area i.e. flower bed, cupboard niches, elevation boxes, decks, pocket terraces, open spaces, or any other area attached to the flat.	

9)	User Rights of OPEN/Covered Parking No.	Area_____Sq.mtr.

SCHEDULE-II B

Consideration of the Flat. Of Rs \_\_\_\_\_

SCHEDULE II C

Payment Schedule

of Rs. \_\_\_\_\_ /- ( \_\_\_\_\_ ) to the developer as per the following details:

Rs. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
/-

Sr. No.	Amount	% Due	Particulars of received and due amounts
1	Rs	20%	As earnest Money on execution of this Agreement ( minus the Booking Amount)
2	Rs	10%	At the time of Plinth
3	Rs	10%	At the time of 1 <sup>st</sup> Slab
4	Rs	10%	At the time of 3 <sup>rd</sup> Slab
5	Rs	5%	At the time of 5 <sup>th</sup> Slab
6	Rs	5%	At the time of 7 <sup>th</sup> Slab
7	Rs	5%	At the time of 9 <sup>th</sup> Slab
8	Rs	5%	At the time of 11 <sup>th</sup> Slab
8	Rs	5%	At the time of 13 <sup>th</sup>

9	Rs	5%	At the time of 15 <sup>th</sup>
10	Rs	5%	At the time of 17 <sup>th</sup> TO RECHECK
11	Rs	5%	At the time of Brick Work
12	Rs	5%	At the time of Flooring
13	Rs	5%	At time of possession and / or at the time when the construction of the said flat is completed or the completion certificate in respect of the said flat is received from the local authority whichever is earlier plus Maintenance and Society/ Apartment charges
TOTAL	Rs	100%	

SCHEDULE – III

COMMON AREAS AND FACILITIES:-

- 1) Internationally designed Landscaped Garden
- 2) Swimming Pool
- 3) Kid's play area
- 4) Reception Area
- 5) Gymnasium.
- 6) Earthquake resistant RCC structure
- 7) Overhead water tank and underground water tank shall be common along with the pump set.
- 8) Right to use internal roads, drainage lines, water lines, service lines.
- 9) Proper Compound with security Cabin
- 10) Internal concrete / Paving blocks roads
- 11) Designer Automatic Elevators
- 12) Generator backup for common areas
- 13) Fire fighting systems
- 14) Letter Box for each apartment
- 15) Vermiculture
- 16) Rain Water Harvesting
- 17) CCTV in common areas and entrance lobby

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

by the within named Developer

M/s G.M. Kenjale Developers

A registered Partnership firm,

Through its Partner

1] Shri Milind Prabhakar Kenjale

2] Shri Vinit Prabhakar Kenjale

SIGNED, SEALED AND DELIVERED

by the within named Purchaser/s

AHILYADEVI CO-OP HOUSING SOCIETY

Through Power of Attorney holder

Shri. Milind Prabhakar Kenjale

SIGNED, SEALED AND DELIVERED

by the within named Consenting Party

In the Presence of

1. Name

Address:

Signature

2. Name

Address:

Signature

**ANNEXURE –A1**

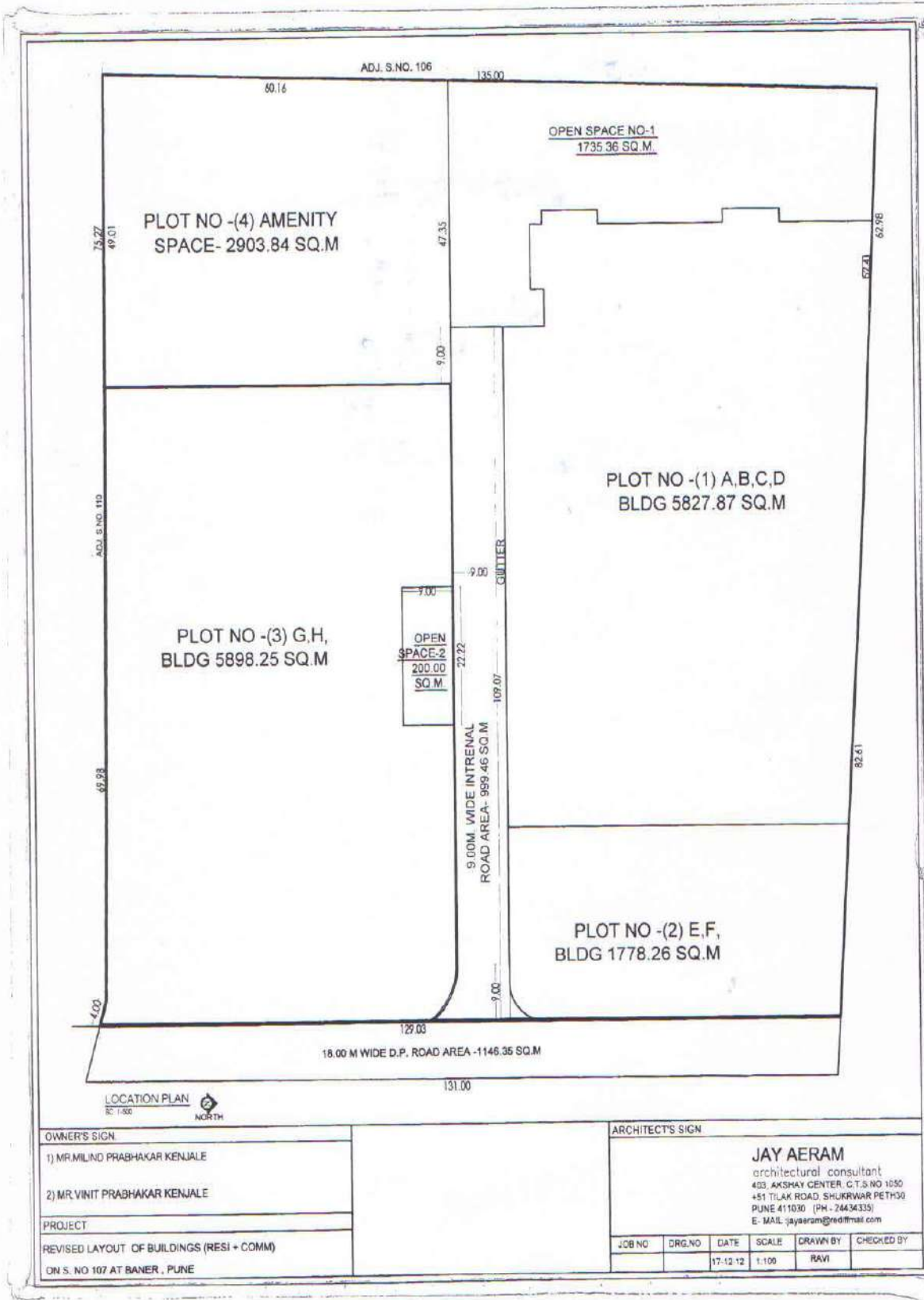
**A1 7/12 Extract of the land bearing S.No.107 Baner.**

**ANNEXURE –A2**

**Registration certificate of Owner society**

**ANNEXURE –A3**

**Plan showing the specification of the plots**





**ANNEXURE -A4 \***

Resolution passed by the Said Society in its General Body Meeting on  
19/04/2009

**ANILYADEVI CO-OPERATIVE HOUSING SOCIETY LIMITED**

(Registration No. - PNA / (PNA - 4) / HSG. / (TO) / 903 / 98 - 99)

Survey No. 107, Baner, Tal. - Haveli, Dist - Pune - 411 007.

Office : 5, Shubham Resi, Vishal Nagar, Wakad Road, Jagtap Dairy,  
Pimple Nilakh, Pune - 411 027. Ph. : 020- 27260657 (After 7.00 p.m.)

Ref. No. :

Date : १९/३/२०१०

अहिल्यादेवी सह. गृह रचना संस्था मर्या, बाणेर, पुणे.  
विशेष सर्वसाधारण सभा - हराव क्र. १, दि. १९/३/१०

हराव क्र. १ -

सादर करण्यात आलेला अहवाल उपरोक्त  
मालिगी, कोटेशनस, सभासदांनी व्यक्त केलेली  
डिस्कलपमर्यादाबद्दलचे मत अनुभव घेऊन विचार करून  
स. नं. १०७ बाणेर क्षेत्र पुणेकर ३ गुंठे ही संस्थेची शाखा  
म. जी. एम. केंद्रक, पर्वती जायजा या विकासक्यांनी  
सादर केलेल्या प्रस्तावानुसार विकसित करण्यास देण्यात  
आवी. यासाठीचा करार व पावर ऑफ अॅटर्नी  
वकीलाने तयार करावा. करार करण्यापूर्वी अर्ही व  
कॉमिनिटीच्या तपशील हरावावा. आवश्यकतेनुसार  
संस्थाकारांची मदत घ्यावी.

हराव - डॉ. ए. म. कापूर

अनुमोदन - डॉ. आप्पासा अजबक, श्री. चक्रा.  
हराव सविनिर्गत मंजूर करण्यात आला.

सत्यमेव

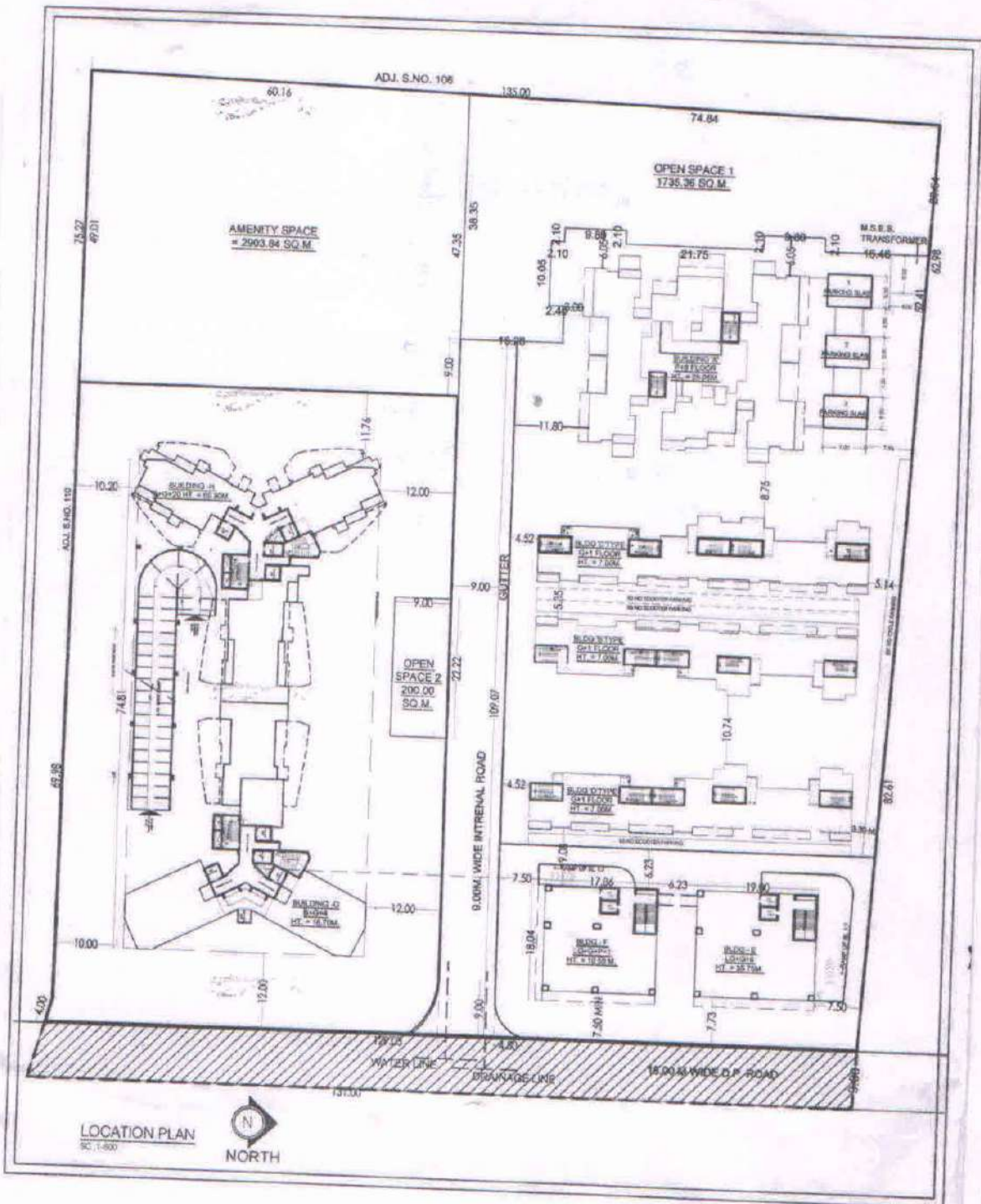


**ANNEXURE –B \***

TITLE CERTIFICATE

**Annexure C**  
**Sanctioned Layout.**

# Annexure - "C"



## **ANNEXURE – D**

Commencement certificate

## **ANNEXURE-E**

### **Specifications**

#### FLOORING

- Imported marble in living/dining and passage.
- Vitrified flooring in Kitchen and all rooms
- Wooden finish ceramic flooring in terrace

#### KITCHEN

- Modular Kitchen with hob and chimney
- Water purifier
- Piped gas with gas leak detector
- granite top kitchen platform with S.S. sink.
- Dado tiles up to lintel level.

#### TOILET and PLUMBING

- Designer premium sanitary & CP fitting
- Shower enclosures in all bathrooms
- Rain showers in one master bathroom
- Occupancy sensors in all bathrooms
- Limited Solar water supply
- Premium tiles in bathrooms upto lintel level
- Exhaust fans in all toilets

#### PAINTING

- Internal : POP finished with Luster/Plastic paint
- External : Textured paint

#### DOORS

- Designer Wooden main door with veneer finish
- Painted internal doors
- 3 track UPVC sliding doors for terrace with mosquito nets
- Marble door frames for toilets and wooden for bedrooms

#### WINDOWS

- 3 track Sliding UPVC windows and mosquito nets for all bedrooms and living/dining
- Imported marble sill on all windows

#### ELECTRICAL FITTINGS

- Concealed copper wiring with Schneider or equivalent modular switches
- Telephone and TV points in all Living/Dining and all bedrooms
- Provision for installation of split A/c with service ducts for outdoor units.
- Limited DG backup

#### SECURITY

- Lighting automation for Living/Dining and one master bedroom.
- Video door phone
- Panic switch in each apartment
- Intercom connecting to common amenities

#### Wash and Dry Area

- Utility area with provision for washing machine and dryer

**ANNEXURE – F**  
**UNIT FLOOR PLAN**