

AGREEMENT FOR SALE

THIS ARTICLE OF AGREEMENT made and entered into at Pune, this
..... day of February, 2018

BETWEEN:

(1) Yash Infracity Realty Private Limited (formerly known as Delta Emirates Realty Pvt. Ltd.), a company incorporated under the Companies Act, 1956 having registered office at 707, Midas Plaza, Sahara Complex, Andheri-Kurla Road, Andheri (East), Mumbai 400 059 through the hands of its Director **Mr. Pradeep Tiwari**, Age: Adult, Occupation: Business and (2) **M/s. Pashankar Pawar Realty**, a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 having its office at 45/1 to 10, Global Port, Baner, Pune through the hands of its partner Mr. Anil Gulabrao Pawar, Age: 54 years, Occupation: Business, Hereinafter referred to or called as a “**THE PROMOTERS**” (which expression is unless repugnant to the context or meaning thereof shall mean in case of company its successors in title and assigns and incase of partnership the said Partnership firm and its present and future partners and their respective legal heirs etc). . . **PARTY OF THE FIRST PART**

AND

1. _____
Age: ____ Years, Occupation: _____
PAN: _____

2. _____
Age: ____ Years, Occupation: _____
PAN: _____

Address : _____

Hereinafter referred to or called as “**THE PURCHASER/S**” (which expression unless repugnant to the context or meaning there of shall mean and include the Purchaser/s alone so far as the obligations on the part of the owner and / or the Promoters is/are concerned and Purchaser/s shall not be entitled to assign or transfer his/her/their rights, title and interest under this agreement)

. . . **PARTY OF THE SECOND PART**

The expression “Purchaser/s” hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

AND

(I) (1) Shri. Yashwant Ramchandra Murkute, Age: 59 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), **(2) Shri. Vitthal Ramchandra Murkute**, Age: 56 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), **(3) Shri. Bhagwan Ramchandra Murkute**, Age: 53 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), **(4) Shri. Balkrishna alias Balasaheb Ramchandra Murkute**, Age: 48 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), **(5) Shri. Bhanudas Ramchandra Murkute**, Age: 46 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), **(6) Sou. Shewanta Yashwant Murkute**, Age: 53 years, Occupation: Housewife, **(7) Mr. Rahul Yashwant Murkute**, Age: 30 years, Occupation: Student, **(8) Mr. Randhir Yashwant Murkute**, Age: 28 years, Occupation: Student, **(9) Mr. Manohar Yashwant Murkute**, Age: 25 years, Occupation: Student, **(10) Sou. Pushpa Vitthal Murkute**, Age: 47 years, Occupation: Housewife, **(11) Mr. Nagesh Vitthal Murkute**, Age: 25 years, Occupation: Student, **(12) Ms. Ashwini Vitthal Murkute**, Age: 23 years, Occupation: Student, **(13) Sou. Vaishali Bhagwan Murkute**, Age: 47 years, Occupation: Housewife, **(14) Mr. Rupesh Bhagwan Murkute**, Age: 23 years, Occupation: Student, **(15) Ms. Rupali Bhagwan Murkute**, Age: 25 years, Occupation: Student, **(16) Mr. Harshal Bhagwan Murkute**, Age: 21 years, Occupation: Student, **(17) Sou. Kalpana Balkrishna (Balasaheb) Murkute**, Age: 43 years, Occupation: Housewife, **(18) Sou. Nanda Bhanudas Murkute**, Age: 39 years, Occupation: Housewife, no. 1to 18 residing at Baner, Taluka Haveli, District Pune.

(II) (1) Smt. Mandabai Namdeo Dhankude, Age: 53 years, Occupation: Housewife and Agriculture, **(2) Sou. Meena Sambhaji Kaspate (nee Ms. Meesna Namdeo Dhankude)**, Age: 35 years, Occupation: Housewife, residing at Wakad, Taluka Mulshi, District Pune, **(3) Sou. Megha Dattatraya Sakhare (nee Megha Namdeo Dhankude)**, Age: 30 years, Occupation: Housewife, residing at Hinjewadi, Taluka Mulshi, District Pune, **(4) Sou. Seema Tanaji Sakhare (nee Ms. Seema Namdeo Dhankude)**, Age: 23 years,

Occupation: Housewife, residing at Hinjewadi, Taluka Mulshi, District Pune, (5) **Ms. Neeta Namdeo Dhankude**, Age: 22 years, Occupation: Student, (6) **Shri. Patil Pandharinath Dhankude**, Age: 58 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), (7) **Sou. Kacharabai Patil Dhankude**, Age: 53 years, Occupation: Housewife, (8) **Shri. Yuvraj Patil Dhankude**, Age: 30 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), (9) **Sou. Poonam Yuvraj Dhankude**, Age: 28 years, Occupation: Housewife, (10) **Sou. Sarika Hanumant Kokate**, Age: 32 years, Occupation: Housewife, residing at Pashan, Pune, (11) **Shri. Somnath Patil Dhankude**, Age: 25 years, Occupation: Student, (12) **Shri. Gajanan Pandharinath Dhankude**, Age: 55 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), (13) **Sou. Manda Pandharinath Dhankude**, Age: 48 years, Occupation: Housewife, (14) **Master. Sagar Gajanan Dhankude**, Age: 25 years, Occupation: Student, (15) **Master. Sudhir Gajanan Dhankude**, Age: 23 years, Occupation: Student, (16) **Sou. Ruplai Kaluram Hagwane**, Age: 29 years, Occupation: Housewife, residing at Mahalunge, Taluka Mulshi, District Pune, (17) **Sou. Deepali Ramesh Gaware**, Age: 27 years, Occupation: Housewife, residing at Maan, Taluka Mulshi, District Pune, (18) **Ms. Poornima Gajanan Dhankude**, Age: 21 years, Occupation: Student, (19) **Shri. Ashok Pandharinath Dhankude**, Age: 51 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), (20) **Sou. Nirmala Ashok Dhankude**, Age: 47 years, Occupation: Housewife, (21) **Ms. Aarti Ashok Dhankude**, Age: 21 years, Occupation: Student, (22) **Shri. Madhukar Pandharinath Dhankude**, Age: 48 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), (23) **Sou. Savita Madhukar Dhankude**, Age: 43 years, Occupation: Housewife, (24) **Sou. Anandabai Dnyaneshwar Junawane**, Age: 53 years, Occupation: Housewife, residing at Aundh, Pune, (25) **Sou. Phulabai Laxman Kokate**, Age: 71 years, Occupation: Housewife and Agriculture, residing at Pashan, Taluka Haveli, District Pune, (26) **Shri. Chandu Sudam Dhankude**, Age: 38 years, Occupation: Agriculture, (for self and as karta and manager of his HUF), (27) **Smt. Baby Sudam Dhankude**, Age: 58 years, Occupation: Housewife, (28) **Sou. Meenakshi Bhau Bavale (nee Ms. Meenakshi Sudam Dhankude)**, Age: 33 years, Occupation: Housewife, residing at Pashan, Pune, (29) **Sou. Kunda Sudam More (nee Ms. Kunda Sudam Dhankude)**, Age: 42 years, Occupation: Housewife, residing at Pirangut, Taluka Mulshi, District Pune,

(30) Shri. Narayan Shankar Londhe, Age: 70 years, Occupation: Agriculture, **(31) Shri. Vijay Narayan Londhe**, Age: 43 years, Occupation: Agriculture, **(32) Shri. Sudhakar Narayan Londhe**, Age: 35 years, Occupation: Agriculture, **(33) Sou. Shraddha Sanjay Wafegaonkar**, Age: 43 years, Occupation: Housewife, residing at Flat No. 1, Trimurti Heights, Gujarat Colony, Kothrud, Pune 411038, (save and except address set hereinabove all others above residing at Baner, Taluka Haveli, District Pune.

(III) Shri. Chandrakant Ambadas Deshmukh, Age: 55 years, Occupation: Business and Agriculture, residing at A-2, F-7, Elite Gardens, Aundh, Pune 411007.

(IV) Shri. Chandrakant Pandurang Shinde, Age: 48 years, Occupation: Agriculture, residing at Sutarwadi. Pashan, Pune 411 008.

(V) Shri. Pundalik Sahdu Dhendge, Age: 62 years, Occupation: Agriculture, residing at Village Jambe, Taluka Mulshi, District Pune.

(VI) Sou. Pramila Eknath Girme, Age: 73 years, Occupation: Housewife, residing at 444, New Mangalwar Peth, Pune.

(VII) (1) Shri. Subhash Namdeorao Shelke, Age: 57 years, Occupation: Agriculture, **(2) Shri. Namdeorao Mahadeo Shelke**, Age: 84 years, Occupation: Agriculture, both residing at At/Post Thergaon, Pawarnagar, Taluka Mulshi, District Pune.

Hereinafter collectively referred to or called as a “**THE CONSENTING PARTY NO. 1**”,

AND

(1) Mr. Gautam Vishwanand Pashankar, Age: 55 years, Occupation: Business and Agriculture, having address at 45/1 to 10, Global Port, Baner, Pune 411045,

(2) Shri. Chandrakant Ambadas Deshmukh, Age: 55 years, Occupation: Business and Agriculture,

(3) Shri. Ranjit Chandrakant Deshmukh, Age: 29 years, Occupation: Business and Agriculture,

(4) Shri. Kuljeet Chandrakant Deshmukh, Age: 26 years, Occupation: Business and Agriculture, No. 2 to 4 residing at A-2, F-7, Elite Gardens, Aundh, Pune 411007,

(5) Shri. Yuvraj Patil Dhankude, Age: 30 years, Occupation: Agriculture, residing at Baner, Taluka Haveli, District Pune

(6) M/s. Pashankar Pawar Realty, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its office at 45/1 to 10, Global Port, Baner, Pune

Hereinafter collectively referred to or called as **“the CONSENTING PARTY NO. 2”**

The Consenting Party No. 1 and Consenting Party No. 2 are hereinafter collectively referred to or called as **“the CONSENTING PARTY”**

The Consenting Party through the hands of their Constituted Attorney **Mr. Pradeep Tiwari**, Age: 53 years, Occupation: Business, office at 707, Midas Plaza, Sahara Complex, Andheri- Kurla Road, Andheri (East), Mumbai 400 059.

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators, successors, executors and assigns and in case of the partnership firm the partners for the time being and from time to time constituting the said firm and their respective heirs, administrators, successors, executors and assigns)

... PARTY OF THE THIRD PART

WHEREAS:

- I. The Consenting Party No. 1 herein are the absolute owners of and/or otherwise well and sufficiently entitled to and seized and possessed of the land described in the First Schedule hereunder written (hereinafter referred to as the **“said land”**) and delineated in red colour boundary line on the plan annexed hereto and marked as **ANNEXURE-“1”**;
- II. By and under diverse registered deeds and documents, the Promoters herein are well and sufficiently entitled to jointly develop the said land by constructing building/s thereon. The Promoters are thus entitled and enjoined upon to construct buildings on the said land in accordance with the recitals hereinabove and the Promoters are in possession of the said property;
- III. The Pune Municipal Corporation (hereinafter referred to as **“PMC”**) had previously sanctioned the necessary layout and buildings plans and issued the Commencement Certificate bearing No. CC/2231/11/1574 dated 26th September, 2011 in respect of the proposed buildings to be

constructed on the said land. Subsequently, on the application made by the Promoters, the PMC has sanctioned the revised layout and building plans and issued the Commencement Certificate bearing No. CC/2635/16 dated 22nd November, 2016 in respect of the said proposed buildings to be constructed on the said land. The Xerox Copies of the said Commencement Certificates dated 26th September 2011 and 22nd November 2016 are annexed hereto as **ANNEXURE-“2” and “3”, respectively.**

- IV. The Promoters have represented and declared that the layout plans of the said land are required to undergo changes in terms of the Agreement to Sell dated 31st December, 2009 in favour of R. D. Deshpandey Developers Pvt. Ltd. in due course of time and hence the area of Plot No. A on which the new buildings are proposed to be constructed by the Promoters shall stand reduced, without affecting the building/s which have been sanctioned thereon.
- V. The Collectorate, Pune vide its order No. PMA/NA/SR/397/12 dated 25/10/2012 has permitted the non agricultural use of the said land.
- VI. While sanctioning the said plans the PMC has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said land and upon due observance and performance of which only the occupation and completion certificates in respect of the said Buildings shall be granted by the PMC;
- VII. The Promoters have specifically informed the Purchaser/s that the Promoters are also entitled to amend the construction plans, inter alia, for the purpose of construction of additional floors by loading, consuming and utilizing the balance and/or additional F.S.I., if any, for further/additional constructions on the said land, as permissible under the Development Control Regulations of the PMC for the time being and from time to time in force, till prior to the issuance of the Full Occupation Certificate in respect of the said Buildings, after obtaining sanctions and permissions from the PMC to the amended or new building plans as they may deem fit and proper, at any time hereafter and the Purchaser/s has/have by signing and executing this Agreement has granted no-objection and consent as contemplated under the

provisions of Section 14 (2) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “**the said Act**”) and the Rules and Regulations thereunder, for the said purposes to the Promoters;

- VIII. The Promoters have entered into a standard agreement with an Architect M/s. Vikas Achalkar, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoters have appointed a the Structural Engineer, G. A. Bhilare, for the preparation of the structural design and drawings of the said Buildings. The Promoters herein has reserved the right to change aforesaid Architects and Engineers before the completion of the building.
- IX. In the premises aforesaid, the Promoters are entitled to allot/sell the flats and other tenements and to allot car parking spaces in the said new building which is to be constructed on the said land and proposed to be known as “**YASH TWIN TOWERS** namely “**YASH TWIN TOWER-A**” and “**YASH TWIN TOWER-B**” on what is commonly known as “Ownership Basis” and to enter into agreements with the Allottees of the said premises and to receive the sale price in respect thereof;
- X. The Purchaser/s has/have inspected the said lay-out Plans, construction plans and C.C. The Purchaser/s has/have accepted the Title Certificate in respect of the said land, for the Promoters, a copy whereof is annexed and marked as **ANNEXURE-“4”**. The copies of the 7/12 extracts of the said land showing the nature of the title of the Consenting Party are annexed hereto as **“ANNEXURE-“5”** The Purchaser/s has/have fully satisfied himself / herself / themselves about the rights of the Promoters to the said land and to develop and construct the said new building and to allot/sale the premises therein in the manner herein contained and the Purchaser/s has/have agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoters with regard thereto;
- XI. The Purchaser/s hereby admit and confirm that he/she/they had demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the documents referred to hereinabove viz. of

title relating to the said land, agreements, permissions, approvals, sanctions, plans, designs, specifications sanctioned by the PMC and other concerned authorities as also the relevant Revenue Records in respect of the said land and all other documents as are specified under the said Act and the Rules and Regulations thereunder and at the specific request made by the Purchaser/s, the Promoters have furnished the Photo Copies of all the said documents prior to the execution of this Agreement and the Purchaser/s do hereby admit, acknowledge and confirm the receipt thereof from the Promoters;

- XII. Prior to making application, as hereinafter mentioned, as required by the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act No. XXIV of 1960), the Purchaser/s has/have made a declaration to the effect that neither the Purchaser/s nor the members of the family of the Purchaser/s own a tenement, house or building within the limits of operation of the Co-operative Society proposed to be formed and registered by the occupants of the said Buildings;
- XIII. The Purchaser has applied to the Promoters for allotment of one Flat bearing No. A-801 admeasuring about 1157.38 Sq. Fts. along with attached terrace admeasuring about 217 Sq. Fts. situated on the 8th Floor along with one covered car parking spaces in the said Building proposed to be known as **“YASH TWIN TOWER- A”** (hereinafter referred to as **“the said Premises”**) and which is under construction on the said land by the Promoters, on Ownership basis, at or for the consideration and on the terms and conditions herein contained;
- XIV. The carpet area of the said Premises is 1157.38 Square Feets, and “carpet area” means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the said premises;
- XV. Relying upon the said application, declaration and agreement, the Promoters have agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;

- XVI. The Promoters have got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- XVII. The Promoters have registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority at Pune under Project Registration No. P52100008049. A copy of the said Registration Certificate is annexed hereto and marked as **ANNEXURE-“6”**;
- XVIII. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The buildings **“YASH TWIN TOWERS” Viz. “YASH TWIN TOWER-A” and “YASH TWIN TOWER-B”** which are proposed to be constructed by the Promoters on the said land more particularly described in the Schedule hereunder written, will be constructed in accordance with the plans and specifications sanctioned and from time to time further sanctioned by Pune Municipal Corporation (hereinafter referred to as **“PMC”**), as recited herein above.
3. The Promoters have informed the Purchaser/s that the Promoters are proposing to construct 2 buildings each consisting of 11 floors having 43 units on the said land and the Purchaser/s hereby agree that the Promoters are entitled to amend the plans for construction of the said Buildings, interalia, for the purpose of construction of additional floors in the said Buildings by loading, consuming and utilizing the balance and/or additional F.S.I., if any, as permissible under the Development

Control Regulations of the PMC for the time being in force and from time to time in force, till the issuance of the full occupation certificate for the said Buildings, after obtaining further/additional sanctions and permissions from the PMC to the amended or additional building plans as they may deem fit and proper, at any time hereafter. The Purchaser/s hereby further irrevocably agree that the Promoters, therefore, in their absolute discretion and/or if so required by the concerned authorities, from time to time, shall be entitled to vary, amend and/or alter the said Plans in respect of the said Buildings, as part of such amendment in the building plans, the Promoters may construct additional areas by constructing additional floors on the said Buildings, or additional wing to the said Buildings, as may be approved by the PMC. The Purchaser/s hereby unconditionally give/s his/her/their express Irrevocable Consent and No Objection to the Promoters for carrying out from time to time, all desired amendments, alterations, additions, modifications to the said Plans for further construction of additional floors and/or additional wings in the said Buildings and to carry out the said construction in accordance with the amended building plans as may be approved by the concerned authorities from time to time, as contemplated under the provisions of Section 14 (2) of the said Act. The Purchaser/s hereby further agrees and undertakes that if at any time hereinafter over and above the consent and no-objection given by the Purchaser/s hereinabove, if at any time the separate consent or no objection is required from the Purchaser/s for any of the said purposes of amendment, alteration, addition or modification of the said Buildings plan or layout plan, the Purchaser/s shall give his/her/their consent and no objection within a period of 7 (Seven) days from the date of requisition in respect thereof received from the Promoters or any of them. If the Purchaser/s fails or neglects to sign and give his/her/their consent and no-objection within the said period of 7 (Seven) days, the same shall be deemed to have been given and granted by the Purchaser/s.

4. The said Buildings will be constructed by the Promoters in accordance with the buildings plans prepared by their Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.

5. As recited hereinabove, the Purchaser/s has/have demanded from the Promoters and the Promoters have given inspection to the Purchaser/s of all the title documents relating to the said land, agreements between the Promoters and the said Owners and the Promoter and respective tenants/occupants, permissions, approvals, sanctioned plans, specification, C.C., etc. issued by the PMC and has also been given inspection of all other documents which were required by the Purchaser/s,. The Purchaser/s hereby confirms having inspected the site of construction and having received the Photo Copies of all the aforesaid documents and that the Purchaser/s is/are satisfied about the same and also about the Promoters' right to construct the said Buildings on the said land. The Purchaser/s shall not be entitled to further investigate or question the title to the said land and no requisition or objection shall be raised at any time hereafter in any manner relating thereto. The Purchaser/s further agrees that he/she/they is/are aware of terms and conditions of all agreements entered into by and between the Promoters and the said Owners and the Promoters the respective tenants/occupants and that the Purchaser/s shall be bound by the same.
6. The Purchaser/s hereby agree to purchase and acquire from the Promoters, and the Promoters agree to sell to the Purchaser/s **Flat bearing No. _____, equivalent to _____ Square Feet (Carpet area)** along with attached terrace admeasuring about _____ Sq. Fts. on _____ **Floor** along with one covered car parking spaces, in the said Building **“YASH TWIN TOWER-A”**, proposed to be constructed on the said land and more particularly described in the **Schedule – II** written hereunder. The authenticated copy of the plans and specification of the said premises agreed to be purchased by the Purchaser, as sanctioned and approved by the PMC has been annexed and marked as **ANNEXURE–“7”** (hereinafter referred to as **“the said Premises”**), at and for the lumpsum price and consideration of ₹ _____/- **(Rupees _____ Only)**, including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities, the nature, extent and description of the

common/limited common areas and facilities which are more particularly described in ANNEXURE-“8” hereto.

7. The Purchaser has agreed to pay amount of purchase consideration of ₹ _____/- (Rupees _____ Only) in the following manner:-

- i. ₹. _____/- (Rupees _____ Only) being 20% paid on the execution of this Agreement;
- ii. ₹. _____/- (Rupees _____ Only) being 20 % to be paid to the Promoters on completion of plinth work the said building;
- iii. ₹. _____/- (Rupees _____ Only) being 10% to be paid to the Promoters on completion of 2nd slab of the said building;
- iv. ₹. _____/- (Rupees _____ Only) being 8% to be paid to the Promoters 8% on completion of 4th slab of the said building;
- v. ₹. _____/- (Rupees _____ Only) being 8% to be paid to the Promoters on completion of 6th Slab of the said building;
- vi. ₹. _____/- (Rupees _____ only) being 8% to be paid to the Promoters on completion of 8th . Slab of the said building;
- vii. ₹. _____/- (Rupees _____ Only) being 8% to be paid to the Promoters on completion of 12th . Slab of the said building;
- viii. ₹. _____/- (Rupees _____ Only) being 8% to be paid to the Promoters on completion of Bricks work;
- ix. ₹. _____/- (Rupees _____ Only) being 4% to be paid to the Promoters on completion of External plaster work;
- x. ₹. _____/- (Rupees _____ Only) being 4% to be paid to the Promoters on completion of tilling and flooring.

xi. ₹. _____/- (**Rupees _____ Only**),
2% being the balance amount to be paid to the Promoters
against and at the time of handing over of the possession of the
said Premises to the Purchaser.

8. The Purchasers shall make the payment of the aforesaid consideration by cheque or Demand Draft in the name of **Yash Infracity Realty Private Limited**. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods & Service Tax (GST) or any other similar taxes or cesses which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises.
9. The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the PMC or any other competent authority and/or any other increase in charges which may be levied or imposed by the PMC or any other competent authority / Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the PMC any other competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
10. The Promoters shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the PMC, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoters shall refund the excess money paid by Purchaser and if there is any increase in the carpet area the Promoters shall demand the 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 in Clause 6 of this Agreement.

11. The Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.
12. Time is of essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 7 hereinabove (**“Payment Plan”**) and the Purchaser shall be liable to pay to the Promoters the interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as **“the said Rule”**), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.
13. As a part of the common area and facility appurtenant to the said Premises, at the request of the Purchaser/s and for the sake of convenience, the Promoters hereby agree to allot to the Purchaser/s, free of costs and without any other or further consideration, one **Car Parking Space** in the said Building in which the said premises is situated (hereinafter referred to as **“the said Car Parking Space”**). It is specifically agreed and confirmed by the Purchaser/s that the Promoters have agreed to allot the said Car Parking Space to the Purchaser/s as a part of the agreement for purchase of the said Premises by the Purchaser/s, at or for the consideration and on the terms and conditions contained in this Agreement, and therefore the Purchaser/s

shall be entitled to the allotment of the said Car Parking Space in the said Buildings, only if the Purchaser/s makes payment of the full consideration hereunder with GST and all other applicable taxes as well as all other payments required to be made by him/her/them under this Agreement to the Promoters and the Purchaser/s shall have complied with all terms and conditions of this Agreement. It is further agreed and confirmed by the Purchaser/s that the said Car Parking Space shall always form part of the said Premises and the Purchaser/s shall be entitled to use and occupy the said Car Parking Space only upon he/she/they acquiring the right, title and interest in the said Premises and only till he/she/they shall have the right, title and interest in the said Premises. It is further agreed by the Purchaser/s that, upon termination of this Agreement by the Promoters, for any reason whatsoever, the agreement on the part of the Promoters for allotment of the said Car Parking Space, shall ipso facto stand terminated and cancelled.

14. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961, if so applicable, and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof.
15. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoters the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change /

amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.

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

Provided that, the Promoters shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the said notice period then at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoters shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) the Promoters shall refund to the Purchaser the amount till then paid by the Purchaser to the Promoters towards purchaser price with interest as per the said Rule after deducting therefrom:

- (i) 20% of the purchase price of the said Premises (which is to stand forfeited to the Promoters as liquidated damages);
- (ii) deduct GST and / or any other amount due and payable by the Purchaser/s and / or paid by the Promoters in respect of the said Premises;
- (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
- (iv) the amount of interest payable by the Purchaser to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (v) in the event of the said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit.

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

- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoters shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Stamp Duty, Registration Fees, GST or any other taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

17. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said building are set out in **ANNEXURE-“9”** annexed hereto. The Promoters shall endeavor to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoters shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.
18. The Promoters have informed the Purchaser that they may construct the electricity sub-station on any part of the said land, if so required by the electricity supply company/authority and on the terms and conditions agreed by and between the electricity supply company/authority and the Promoters.
19. The Promoters hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the PMC at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, obtain from the PMC occupation certificate in respect of the said premises.
20. The Promoters shall give possession of the said premises to the Purchaser on or before December 2018. If the Promoters fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with interest as per the said Rule from the date the Promoters have received the sum till the date of the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of-

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

(iii) Any other act/case beyond the Promoters' control.

21. The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payments shall have been made by the Purchaser as per this agreement, shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentations on part of the Promoter. The Purchaser agree to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.
22. The Purchaser shall take possession of the said premises within 15 (Fifteen) days of the written notice from the Promoters to the Purchaser intimating that the said premises is ready for use and occupancy.
23. Upon receiving a written intimation from the Promoters as per clause 21, the Purchaser shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 22 the Purchaser shall continue to be liable to pay maintenance charges in respect of the said premises, as applicable.
24. If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the said Act.
25. The Promoters hereby declares that at present the Floor Space Index available in respect of the said land is **8238** Sq. Mts. and the Promoters are also entitled to load, consume and utilize additional F.S.I. to the

maximum extent permissible under the Development Control Regulations for Pune City as amended from time to time or such other Regulations in force and that no part of the said F.S.I. has been utilized by the Promoters elsewhere for any purpose whatsoever.

26. The Purchaser/s hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said land prior to the issuance of the full Occupation Certificate in respect of the said Buildings, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I. shall be the exclusive property of the Promoters, and the Purchaser shall have no right, claim or demand in respect thereof or any part thereof.
27. The Purchaser/s is/are further aware that the Promoters shall be constructing additional floors or extension to the said Buildings and for the purpose thereof the Promoters shall be entitled to put scaffoldings and the other construction materials in front of the said Premises. The Purchaser/s agrees and undertakes not to object at any time to the Promoters at any time putting such scaffoldings and/or construction materials in any part of the open area of the said land, including in front of the said Premises.
28. The Purchaser/s shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoters. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Promoters until the ownership rights of the said land is duly assigned or transferred together with the said Buildings to the proposed Co-operative Society or Company or Condominium of Apartment Owners as hereinafter mentioned, subject, however, to the rights of the Promoters as herein stated.
29. Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or upon the said land or the said Buildings or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only on execution of Deed of Conveyance of the said land together with the said Buildings in favour of the Co-operative Society or Company or Condominium of Apartment Owners that may be formed and the

Purchaser becoming a Member of the said Co-operative Society/Company/ Condominium as hereinafter mentioned.

30. It is hereby expressly agreed that the Promoters shall be entitled to sell all other premises and tenements in the said Buildings as also in the other structures that may hereafter be constructed on the said land for any user as may be permitted by the Concerned Authorities and the Purchaser/s thereof shall be entitled to use the said Premises agreed to be purchased by him/her/them accordingly. The Purchaser/s shall not object to the user of the other premises in the said Buildings or in any other structure on the said land for the aforesaid purposes by the respective purchasers thereof.
31. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said premises 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 who has taken or agreed to take the said premises.
32. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Purchaser/s hereunder granted in respect of the said Premises, the Promoters shall be at liberty to transfer by assignment, mortgage or otherwise deal with or dispose off their respective right, title or interest in the said land, and the said Buildings/s and structure/s thereon at their sole discretion. The Purchaser/s shall not interfere with the said rights of Promoters in any manner whatsoever. The Promoters shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation of their scheme for development of the said land.
33. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under this Agreement shall have first charge and lien on the said Premises agreed to be allotted and sold and the said Car Parking Space agreed to be allotted to the Purchaser/s under this Agreement, without prejudice to any other rights and remedies available to the

Promoters for recovery of outstanding dues from the Purchaser/s and/or against the said Premises.

34. It is hereby agreed that, so long as the various premises in the said Buildings shall not be separately assessed by the PMC for levy property taxes and water charge, rates and other outgoings, the Purchaser/s shall pay the proportionate share of such taxes, rates and other outgoing assessed on the whole building as more particularly mentioned in ANNEXURE-“10” hereto. The Purchaser/s shall tentatively pay ₹____/- per month in advance to the Promoters for the same. At the time of taking possession of the said Premises and the said Car Parking Space, the Purchaser/s shall deposit with the Promoters a sum of ____/- (**Rupees _____ only**) as interest free deposit being 12 months' approximate proportionate taxes, rates and other outgoing of the said Premises and the said Car Parking Space. The Promoters shall be entitled at their sole discretion to utilize the same in payment of the outgoings and other monies payable by the Purchaser/s in respect of the said Premises and the said Car Parking Space, if the Purchaser/s commit default in payment of the said outstanding and other dues regularly every month. Upon Society/Company/ Condominium being formed and registered, the said sum or the balance thereof, if any, lying with the Promoters shall be handed over to such Co-operative Society/Company/Condominium. This provision shall not, however, entitle the Purchaser/s to require the Promoters to adjust the accruing Municipal rates and taxes and outgoings against the said deposit.
35. The Purchaser/s shall maintain at his/her/their own costs, the said Premises and the said Car Parking Space in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of Government, Local Bodies and Authorities and Co-operative Society/Company/Condominium when formed as aforesaid, and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.

36. The Purchaser/s agrees to pay all amounts payable to the Promoters under the terms of this Agreement as and when the same become due and payable. The Promoters are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Purchaser/s for non payment of any amount or amounts due on the respective due events. The Purchaser/s hereby covenant with the Promoters to pay all amounts agreed to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoters indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoters.
37. The Promoters in their sole discretion may either form a Co-operative Society or Company or Condominium of Apartment Owners for the said Buildings. The Purchaser/s agree and undertake that as and when required by the Promoters, the Purchaser/s shall sign and execute the application and other papers and documents necessary for the formation and registration of the said Society/Company/ Condominium, including the bye-laws of the proposed Society/Company/ Condominium within 10 (ten) days of the intimation with regard thereto by the Promoters. The Purchaser/s shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Purchaser/s shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoters may require him/her/them to do from time to time for safeguarding the interest of the Promoters and the purchasers of the other premises and other car parking spaces/area in the said Buildings. Failure to comply with the provisions of this clause will render this Agreement ipso facto void and stand terminated, revoked and cancelled. The Purchaser/s shall ensure that as and when the Promoters shall so require, the Condominium/ Society/Company shall pass the necessary resolution confirming the right of the Promoters to carry out additional construction works in and on the said Buildings and other structures on the said land and also confirming the right of the Promoters to sell other premises and allot other Car Parking

Spaces in the building and structures to be constructed on the said land, as more particularly stated hereinabove in this Agreement.

38. The Purchaser/s shall on demand, deposit with the Promoters his/her/their proportionate share towards the deposits for installation of water meter, electric meter and gas meter and/or for any other deposit to be paid by the Promoters to the Local Authority or Body concerned.
39. The Purchaser/s shall allow the Promoters and their surveyors, agents and servants, with or without workmen and others, at all reasonable times to enter upon the said Premises or any part thereof and the said Car Parking Space or any part thereof for the purpose of repairing any part of the said Buildings and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Buildings.
40. In the event of the Society/Company/Condominium of the said Buildings being formed and registered before the sale and disposal by the Promoters of all the premises in the said Buildings, and/or before the commencement or completion of construction of additional floor or extension to the said Buildings, as stipulated above, the powers and authority of the Society/Company/Condominium shall be subject to the overriding powers of the Promoters in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoters shall have absolute right, authority and control as regards any unsold premises and the car parking spaces/area and the sale/allotment thereof, as well as the commencement and completion of additional constructions, if any, on the said land.
41. The Purchaser/s shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature, within or outside the said Premises or any part thereof and/or the said Car Parking Space or any part thereof. The Purchaser/s shall keep and maintain the said Premises and the said Car Parking Space, walls, floorings, ceiling, partition walls, sewers, drains, pipes and appurtenances thereto and the fittings and fixtures therein in good and tenantable repair and condition and working order, and in particular the said Buildings, so as to provide shelter to and protect all the parts of the said Buildings other than his/her/their said Premises and the said Car Parking Space. The

Purchaser/s shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Buildings.

42. After the possession of the said Premises and the said Car Parking Space are handed over to the Purchaser/s, if any additions or alterations in or about or relating to the said Buildings are required to be carried out by the Government, Local Authority or any other statutory Authority, the same shall be carried out by the purchasers of various premises in the said Buildings, including the Purchaser/s herein, at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same.
43. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Buildings or other structure/s on the said land or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Buildings.
44. Within a period of 12 (Twelve) months after (i) the said Buildings and all other structures and premises intended to be constructed by the Promoters on the said land are duly completed and the same are ready for occupation; (ii) the Society as aforesaid is formed and registered; (iii) all saleable premises in the said Buildings, have been duly sold and disposed off by the Promoters and (iv) the Promoters shall have received all dues receivable by them in terms of the respective agreements with the purchasers of all the said Premises in the said Buildings, including the Purchaser herein, the Promoters will cause the said Owners to execute the Deed of Conveyance in respect of the said land together with the said Buildings, in favour of such Society or Company or Condominium and till then, possession of the said land and the said Buildings and all the premises therein shall be deemed to be with the Promoters.
45. The Deed of Conveyance and other documents for transferring the title shall be prepared by the Advocates for the Promoters and the same will contain such covenants and condition as the said Advocates shall think reasonable and necessary having regard to the terms and conditions

contained in this Agreement and the other agreements entered into by the Promoters, which shall be binding on the Purchaser/s herein and other purchasers in the said Buildings.

46. This Agreement shall be lodged for registration with Sub-Registrar of Assurance at Pune by the Promoters and the Purchaser will attend to the office of the concerned Sub-registrar and admit execution hereof, after the Promoters informing him/her/them with the prescribed period of the date on which and the number under which it is lodged for registration by the Promoters.
47. All letters circulars, receipts and/or notices issued by the Promoters or any of them and dispatched through courier or post to the address known to them of the Purchaser or by email will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoters. For this purpose the Purchaser has given the following address:

A/402, Dhanlaxmi Residency, Lokmanya Colony, Lane No. 3,
Paramhansa Nagar Near Vanaz Factory, Kothrud, Pune 411 038

The Purchaser shall on demand pay to the Promoters the following amounts and deposits: The Purchaser shall on demand pay to the Promoters the following amounts and deposits:

- i) ₹. _____/- for meeting all legal costs, charges and expenses,
including professional costs of the Advocates of
the Promoters for preparing and engrossing this
agreement and the Deed of Conveyance;
- ii) ₹. _____/- Society's share money and entrance fee.
- iii) ₹. _____/- Society Formation Charges
- iv) ₹. _____/- Deposit for Electricity, Water & Gas Meters
- vi) ₹. _____/- Advance Deposit for Maintenance Charges
including property Taxes for 12 months.
- vii) ₹. _____/- GST on advance Maintenance Charges

Total ₹. _____/-
=====

In case there be any deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Promoters, his/her/their proportionate share to make up such deficit.

49. The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of Co-operative Society or towards the outgoings, legal charges and shall utilize the said amounts only for the purposes for which they have been received.
50. Any delay or indulgence by the Promoters in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser/s herein or any other purchasers of other premises in the said Buildings, shall not be construed as waiver on the part of the Promoters of any such breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser/s or other such purchasers nor shall the same in any manner prejudice the rights and remedies of the Promoters.
51. The Promoters in their sole discretion shall be entitled to provide and grant a right of way over the said land or any part thereof for the beneficial enjoyment of any other adjoining property or properties and the Purchaser/s hereby agree and undertake that he/she/they shall not raise any objection and/or obstruction thereto.
52. The Promoters shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser/s herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser/s under this Agreement. The Purchaser/s herein shall exercise his/her/their rights under this Agreement only.
53. The Promoters hereby represent and warrant to the Purchaser as follows:
 - (i) Save as aforesaid, the Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and has the requisite rights to carry out the development upon the project land and also have actual,

physical and legal possession of the project land for the implementation of the Project;

- (ii) The Promoters have lawful rights and requisite approvals from PMC and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;
- (iii) Save as aforesaid, there are no encumbrances upon the project land or the Project and except those disclosed in the title report;
- (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- (v) All approvals, licenses and permits issued by the PMC and other competent authorities with respect to the project, project land and the said buildings/wings and the said Parking Tower are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the PMC and other competent authorities with respect to the project, project land and the said buildings and the said Parking Tower shall be obtained by following the due process of law and the Promoters have been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, the said buildings/wings, the said Parking Tower and common areas;
- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be effected;
- (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of the Purchaser under this Agreement;

- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the assignment deed of the said buildings and Parking Tower to the Society of the purchasers the Promoters shall hand over lawful, peaceful, physical possession of the common areas of the said buildings to the Society of the purchasers;
 - (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
54. The Purchaser/s with an intention to bind all persons into whosoever hands the said Premises/Car Parking Space may come, doth hereby covenants with the Promoters and undertakes as follows:
- (a) To maintain the said Premises and the said Car Parking Space at Purchaser's own costs and risk in good, tenantable repair and condition from the date of possession of the said Premises and the said Car Parking Space is taken by the Purchaser/s, either before or after the issuance of Occupation Certificate in respect thereof, and shall not do or suffer to be done anything in or to the building in which the said Premises and the said Car Parking Space is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the concerned local or any other authority or charge/alter or make addition in or to the said Buildings and the said Premises or any part thereof and/or the said Car Parking Space or any part thereof.

- (b) Not to store in the said Premises and/or the said Car Parking Space or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in any such premises and/or the said Car Parking Space, or are so heavy that they are likely to or may damage the construction or structure of the said Buildings or the said Premises and/or the said Car Parking Space, and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the Promoters.
- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and/or the said Car Parking Space and maintain the said Premises and/or the said Car Parking Space in the condition, state and order in which the same were delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the said Buildings or the said Premises and/or the said Car Parking Space which may be forbidden by law or rules or regulations of the concerned local authority or other public authority, and in the event of the Purchaser/s committing or permitting any act in contravention of the above provisions, the Purchaser/s shall solely be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority, and to indemnify the Promoters for all consequences thereof.
- (d) Not to demolish or cause to be demolished the said Premises and/or the said Car Parking Space or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Buildings and shall keep the partitions, sewers, drainage pipes in the said Premises and/or the said Car Parking Space and appurtenances thereto in good and tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the said Buildings and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said Premises and/or the said Car Parking Space without the prior written permission of the

Promoters as also other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser/s in the said Premises and/or the said Car Parking Space (whether such additions and alterations are permitted by the concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser/s shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).

- (e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises and/or the said Car Parking Space in the compound or any portion of the said land and the said Buildings.
- (f) Pay to the Promoters within 7 days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Buildings.
- (g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the said Premises and the said Car Parking Space from the Promoters, including for carrying out renovation/furniture in the said Premises and/or the said Car Parking Space, either before or after the issuance of the Occupation Certificate by the PMC
- (h) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or other public Authority, on account of changes of user of the said Premises and/or the said Car Parking Space by the Purchaser/s, and indemnify the Promoters in that behalf.
- (i) The Purchaser/s shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises and/or the said Car Parking Space or create any third party interest or right or part with the possession of the said

Premises and/or the said Car Parking Space or any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser/s has/have obtained permission in writing of the Promoters for the purpose.

- (j) The Purchaser/s shall permit the Promoters and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises and/or the said Car Parking Space to view and examine the state and condition thereof.
- (k) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including the recitals thereof) and if the Purchaser/s neglects, omits or fails to pay any amount for any reason whatsoever to the Promoters due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser/s shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoters or any of them shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof, including the said Car Parking Space and in that event this Agreement shall ipso facto stand terminated. The Purchaser/s herein agrees that on the Promoters re-entering on any part of the said Premises and/or the said Car Parking Space, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and/or the said Car Parking Space and under this Agreement shall ipso facto cease and the Purchaser/s shall also be liable for immediate ejectment as a trespasser. The Purchaser/s shall thereupon cease to have any right or interest in the said Premises and the said Car Parking Space and in that event all the monies paid to the Promoters by the Purchaser/s (except the earnest money and the outgoing proportionate to the said

Premises and/or the said Car Parking Space till the date of such termination) shall within 90 days after such termination be refunded by the Promoters to the Purchaser/s, without any interest.

(l) The Promoters shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.

55. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoters, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule, with quarterly rests.
56. The Promoters shall be entitled to construct additional structures like additional Electric Sub-station/s, office/s for Society/Condominium, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s, toilet units for staff and domestic servants, septic tank/s, soak pits etc. on the said land. The Purchaser/s hereby gives irrevocable consent and no objection to the Promoters for carrying out all the said constructions on the said land. All such additional constructions shall be carried out by the Promoters in accordance with and in conformity with the building plans as may be approved by the concerned Authorities from time to time.
57. The Promoters shall be entitled to handover amenity space or any other area/premises or any part of the said land to the PMC or any other concerned authority and Promoters alone shall be entitled to all the benefits that may be granted by the PMC or any other authority in lieu of the said amenity space and any other reserved area/premises.
58. If any permission is required to be obtained or any compliance is to be effected under any other Central or State legislation and/or the rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, for conveyance and/or transfer of the said land with the said Buildings in favour of the Condominium of Apartment Owners or the Co-operative Society, the same shall be complied with by the Purchaser/s the body of all the purchasers and/or Condominium of Apartment Owners or the Co-

operative Society in consultation and co-operation with the Promoters and all costs and charges and expenses, if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser/s and/or the Condominium of Apartment Owners /Co-operative Society.

59. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoters and supersedes, cancels and merges:
- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoters prior to the date of execution of this agreement;
 - (b) All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;
 - (c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement;
 - (d) The Purchaser agree/s and acknowledge/s that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoters are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.
60. The Purchaser hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.

61. Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said premises.
62. Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser, until, firstly, the Purchaser pays the Stamp Duty on this Agreement and secondly signs and delivers to the First Promoter this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser for allotment of the said premises shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without interest or compensation whatsoever.
63. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.
64. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made

thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

65. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other purchasers/allottees in the Project, the same shall be proportionate to the carpet area of the said premises to the total area of all the premises in the Project.
66. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed of Assignment. If any and any other documents and writings required to be executed by the Promoters, shall be borne and paid by the Co-operative Society. The Promoters shall not be held liable and/or responsible for the same or any of them.
67. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoters shall not be held liable and/or responsible for the same or any of them.
68. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority, for Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
69. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have jurisdiction for this Agreement.

SCHEDULE -I

(Description of the said land)

All those pieces and parcels of land or ground being (i) Plot No. A admeasuring 4715.52 square metres, (ii) Open Space admeasuring 1072.87 square metres, (iii) Amenity Space admeasuring 1609.31 square metres, (iv)

Transformer Area admeasuring 36 Sq. Mts., (v) Internal Road Area admeasuring 322.17 square metres and (vi) Nala Garden admeasuring 871.26 square metres in the sanctioned layout of Survey Nos. 26/2 admeasuring 61 Ares, Survey No. 26/5/1 admeasuring 30 Ares, Survey No. 26/5/2 admeasuring 5 Ares, Survey No. 26/5/3 admeasuring 2 Ares, Survey No. 26/5/4 admeasuring 8 Ares, Survey No. 26/5/5 admeasuring 4 Ares and Survey No. 26/5/6 admeasuring 6 Ares situate at village Baner, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and within the jurisdiction of the Sub Registrar Haveli No. 1 to 27 Pune.

SCHEDULE -II
(Description of the said Flat)

Flat bearing No. _____, equivalent to _____ Square Feet (Carpet area) along with attached terrace admeasuring about ____Sq. Fts. On __ **Floor** along with one covered car parking spaces, in the said Building “**YASH TWIN TOWER-A**” to be constructed on the said land more particularly described in the Schedule I written hereinabove and bounded as follows:-

On or towards East :
On or towards South :
On or towards West :
On or towards North :

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED]
by the within named “**PROMOTERS**”:]
Yash Infracity Realty Private Limited]
Through the hands of its Director]

M/s. Pashankar Pawar Realty]
Through the hands of its partners and]
in the presence of]

SIGNED SEALED AND DELIVERED]
by the within named “**PURCHASER/S**”:]

1. **Mr. Ashutosh Ulhasrao Patil**]
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]]
]]
2. **Mrs. Gauri Ashutosh Patil**]
]]

SIGNED SEALED AND DELIVERED]
by the within named]
“**CONSENTING PARTY**”]
through the hands of their]
Constituted Attorney]
Mr. Pradeep Tiwari]
in the presence of]

1.
2.

DECLARATION

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

(PROMOTERS)

(PURCHASER/S)

ANNEXURE – 9

(Details of the Common Facilities and Restricted Areas and Facilities)

(A) COMMON FACILITIES:-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light point outside the building and the staircase/s as well as those in the common parking space.
5. One overhead water tank for each building/wing with water pump connected to water reservoir.
6. Lift/Elevator with lift room, lift well and elevator equipments located adjoining the overhead water tank for the building.
7. Garden AND open space if specifically marked.

(B) RESTRICTED AREAS AND FACILITIES:-

1. Terraces adjacent, if any, to the flats shall be restricted and shall be for exclusive use of such respective flat holders.
2. The open space adjacent to the ground floor/stilt floor flats upto the fencing or boundary mark for the respective building, are restricted areas and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking under stilt as shown in Annexure 1 shall be restricted and the Promoters herein shall have exclusive right to allot the same to the tenement holder in the building.
4. Top terrace of the building/s shall be restricted and the Promoters herein shall have exclusive right to allot the same to the accommodation holder in the building.
5. All areas etc. which are not covered under aforesaid head Common Area And Facilities are restricted areas and facilities which include, the marginal open spaces, terraces, car-parkings within the said land and in the building/s which is/are under construction on the said land is reserved and Promoters shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat, terrace/s, parking space etc. Or to Convert the Restricted Area into Common Area or vice-versa.