

AGREEMENT

This AGREEMENT executed here at PUNE on this ____ day of June month of the year 2021,

Between

M/s. SIDDHARTH REAL VENTURES LLP, a Limited Liability partnership firm registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at, 501, Eden Hall, opp. Om Super Market, Model Colony, Pune: 411 016, and current address 2nd Floor, 'Geetai Sankul' Paud Road, Kothrud, Pune 411 038, represented through its duly authorised partners 1) **MR ABHIJEET VASANT SHENDE**, aged about 39 years, occupation: business, and 2) **MR VIJAYKUMAR MUNDHE** aged about 36 years, occupation: business

... hereinafter called as the "**Promoter**", which expression shall unless repugnant to the context or meaning thereof shall mean and include the said Firm, all its partners, or partners for the time being of the said firm jointly and severally and the survivor/survivors of them and their respective heirs, successors, executors, administrators and assigns, ...of the **FIRST PART**,

AND

MR. ABHAY CHANDANMAL DARDA

age about 53 years Occupation- Business

PAN NO.: AAMPD6709K

ADHAR NO- 9861-2601-9296

Residing at- Flat No 501, B Building, 'Amar Renaissance', Survey No 62/63, Sopan Baug, Behind Empress Graden, Ghorpadi, Pune, Maharashtra 411 001.

hereinafter referred to or called as "**THE ALLOTTEE**" (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 and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenery and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the

trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns)..... **PARTY OF THE SECOND PART.**

And

NAV-NAMRATA CO-OPERATIVE HOUSING SOCIETY LIMITED, a tenant co-partnership type co-operative housing society, registered under Maharashtra Co-operative Societies Act, 1960, by certificate No. PNA/ HSG (TC) / 2160/ 1990-91 dated 20.05.1991, having its registered office at, S. No. 119/2+3/1, Kothrud, Pune 411029, represented through its –

Chairman: SATISH LAXMAN APHALE [PAN: AECPA2694A], aged about 55 years, occ.: Business, having address Office No 3, Nav-Namrata Co-Operative Housing Society Limited S. No. 119 /2+3/1, Kothrud Pune411 038.

Secretary: RAJENDRA DATTATRAY RANADIVE, [PAN: ACXPR5445H] aged about 60 years, occ.: Business, residing at, Flat No.12 and 13, Nav-Namrata Co-Operative Housing Society Limited S. No. 119 /2+3/1, Kothrud Pune411 038

Chairman of the Redevelopment Committee:

VIVEKANAND VASANT MANGALORE, [PAN:ABHPM6930D] aged about 54 years, occ.: service, residing at Flat no. 14 and 15, Nav-Namrata Cooperative Housing Society Limited s. No.119/2+3/1, Kothrud Pune 411 038, [PAN No.-ABHPM 6930 D] aged Occ: business,

... hereinafter called as the "**OWNER SOCIETY/ CONSENTING PARTY**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its administrators and assigns, ...of the **THIRD PART**,

W H E R E A S,

1. all that piece and parcel of the land bearing (i)Survey No.119, Hissa No.2+3/1A, admeasuring 1198.43 sq. mtrs (12,900 sq. ft.) and (ii) a portion admeasuring 470.15sq. mtr (5,060.71sq.ft.) carved out of Survey No.119,Hissa No.2+3/1B,both (i) and (ii) corresponding to City Survey No.946 (part), situate at village Kothrud, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and Registration District Pune, Sub-Registration Taluka Haveli, more particularly described in the **SCHEDULE-1** written hereunder (hereinafter *collectively* referred to as the said "**PROPERTY/ LAND**"), is vested in the ownership of the Owner Society,
2. pursuant to the sanctioned Development plan of Pune Municipal Corporation, the said Property is earmarked in "residential zone",

3. pursuant to Development Agreement dated 15.01.2016, registered in the office of the Sub-Registrar, Haveli No.13, at serial No.525/ 2016 on the same day and Power of Attorney dated 15.01.2016, registered in the office of the Sub-Registrar, Haveli No.13, at serial No.526/ 2016 on the same day, the Owner Society represented through its Chairman, Secretary and Chairman of Redevelopment Committee granted exclusive development rights in respect of the said Property, unto and in favour of the Developer herein, in consideration of allotment of 23 (twenty three) residential units, 2 Shops and 2 offices in the building/s proposed to be constructed by the said Developer on the said Property, for Members of the said Society and (ii) a Society Office, admeasuring area 120 sq. ft. carpet for the administration of the said Society and (iii) a Security Cabin on the said Land, as particularly enumerated and described in ANNEXURE-2 and ANNEXURE-3 respectively attached thereto (hereinafter *collectively* referred to as the said “**RETAINED BLOCKS**”) and subject to the terms and conditions, as are stipulated therein,

4. The Promoter intended to develop the said Land, by constructing multistoried building on the said Land by utilizing permissible available FSI and buildable potential etc., as may be permitted.

5. Being the Promoter of the said Land, in accordance with the Development Control Rules applicable, the Promoter developed an ownership scheme on the said Land under the name "**SAARRTHI SERENITY**". The Promoter prepared a layout plan, for the said Land, hereinafter referred as “**Layout Plan**”. As per the Layout Plan, the said Land has been developed by the Promoter and it comprises of **ONE building**, consists of **Basement plus Ground floor parking plus Stilt plus Eleven upper floors**. Herein after referred to as the **Said Project**, which shall be deemed to be **REAL ESTATE PROJECT** as contemplated under the said Act. The Promoter has registered the Real Estate Project under the provisions of the Real Estate Regulation Act, 2016 with the Real Estate Regulatory Authority at Pune (Maharashtra) bearing no. P52100001810

6. **The said Project is completed on 31st March 2019.**

7. The Promoter has sole and exclusive right to sell the Apartments in the Building/s and enter into an agreement/s with the Allottee thereof and to receive the consideration in respect thereof. As per the Development Control Rules applicable to the said Project, the Promoter has paid premium etc. for obtaining additional sanction/s pertaining to adjacent terraces, top terraces, balconies, its enclosures, staircases and passages etc., in view thereof, the Promoter has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter also has sole and exclusive right to lease, mortgage, etc. the apartments, by entering into agreements and to receive the consideration in respect thereof.

8. The Promoter has appointed Design and Project Architect for the said Project, Advantage Architects, registered with the Council of Architect of India and having office at 108/35, Deepanjali Bungalow, Opposite Income tax office, Prabhant Road, Pune, and appointed Laisoining Architect Gohad Architects, having office at 101, Malhar, Plot no. 16, S.no 16/6, Erandawana Co-op. Hsg. Society, Erandawana, behind Shamaprasad Mukharjee Garden, Patwardhan Baug, Pune, for preparation of the layout and drawing of the buildings. The Promoter has also appointed structural engineer 'GA Bhilare Consultants Pvt.Ltd, through its director GA Bhilare, registered with the Council of Structural Engineers of India and having office at Gaurinanadan, Plot No. 13, Shantisheela Society, Law college Road, Erandawana, Pune 4,for preparation of structural design/drawings and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said Project. The Promoter has appointed Chartered Accountant, "CA Saransh Dey and Associates', registered with the Council of Chartered Accountant of India and having office at Bunglow no. 21, Royal Vista, Palace Orchard Co. op. Hsg. Society, NIBM road, Undri, Pune 60, for accounts audit and compliance purposes. The Promoter has engaged the aforesaid professionals and has hired their professional services, consultations, supervision, etc. till the completion of the said Project, however, the Promoter has reserved its right to change the aforesaid Architect, Structural Engineer or Chartered Accountant, at its sole discretion, if so required, before the completion of the said Project and appoint new Architect, structural engineer or Chartered Accountant.

9. The Promoter has represented to the Allottee that the development of the said Project is in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "RERDA") and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as "MOFA") and rules made there under, as applicable on the date of this presents. All the rights and obligations of the Parties under this Agreement shall be governed thereunder.

10. The Allottee has demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of the title relating to the said Land, the plans, designs, and specifications prepared by the Architect. The Promoter has also requested and permitted the Allottee to carry out independent search by appointing his/her own Advocate and to raise any further queries, regarding the title, rights, and authority of the Promoter. The Allottee has satisfied himself/herself in respect of the marketable title of the Owners to the said Land, and the rights and authority of the Promoter. Pursuant to the aforesaid and the due diligence about the disclosures made by Promoter herein, documents, information etc. about the said Project, the Allottee has decided to purchase an Apartment in the said Project and has requested for an

allotment of an Apartment No. **1003**, in the **Building** and the Promoter has accepted the same. Aforesaid Apartment along with the appurtenances thereto is more particularly stated in **Schedule-II** written hereunder and hereinafter referred as “**the said Apartment**”.

11. The carpet area of the said Apartment is **50.9 square meters**, and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive open balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and area of the balconies amalgamated in rooms as permitted by Pune Municipal Corporation. For the purpose of this agreement the Promoter has calculated Carpet area as per RERA Circular no. 4/2017 dated 14.06.2017.

12. The Promoter prepared a building plan for total **Basement plus Ground floor parking plus Stilt plus eleven upper floors** as shown in the Plan annexed herewith as **Annexure 1**, envisaged to be constructed upon the said Land.

Accordingly, the Promoter has obtained all the approvals from the concerned local authority viz the plans, the specifications, elevations, sections and of the said Building/s and has obtained full Occupation Certificate of the said Building. The Promoter has obtained sanctions, permissions etc. as follows:

The Promoter has got the approval for 11 floors from the concerned local authority. Accordingly, the Promoter has obtained Commencement Certificate bearing No. CC/1181/18 dated 27.07.2018, for basement, ground floor parking, stilt floor and residential 11 floors, from the PMC, for the building layout and the building plans.

Accordingly, the Promoter commenced and completed the construction work of aforesaid building as per sanctioned plan and specifications by differing to prepare further plans of additional construction work of building, as permissible under the Development Control Rules for Pune Municipal Corporation or such other authorities and obtained sanction and approval to it and obtained completion certificate bearing No. OCC/0009/19 dated 03.04.2019 and OCC/0521/19 dated 15.10.2019 from Pune Municipal Corporation.

The aforesaid disclosures form an integral part of the present Agreement. It is further clarified that, if there are any further clearances/sanctions are required from any relevant authority/ies, the same shall be obtained in due course of time, by the Promoter. The Promoter has abided by all the statutory terms and conditions as prescribed by relevant authorities from time to time. The Promoter shall obtain full Completion Certificate in respect of the said Project, as per the development of the said Project.

13. While sanctioning the above said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which have been observed and performed by the Promoter while developing the said Land and the said Building and upon due observance and performance of which only the part completion or occupation certificates in respect of the said Building has been granted by the concerned local authority.

14. The copy of layout plan of the said Project is annexed hereto as **Annexure-1**. The floor plan of the said Apartment annexed hereto as **Annexure-2**. The specifications for the said Apartment are stated in **Annexure-3** annexed hereto. The common amenities and facilities of the said Project are stated in **Annexure-4** annexed hereto. The Parking Plan is annexed hereto as **Annexure 5**. The latest commencement certificate issued by the PMC is annexed hereto as **Annexure-6**. The Completion Certificate issued by PMC is annexed hereto as **Annexure-6A**. Copy of the **Property Card extract** recording the name of the Owners for the said Land is annexed hereto as **Annexure-7**. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto as **Annexure-8**.

15. Prior to entering into this transaction, the Promoter discloses to the Allottee as under-

a. The Promoter discloses that pursuant to the Deed of Mortgage dated April 18, 2016, registered in the office of the Sub-Registrar, Haveli 4, at serial No. 5093/2016 on the same day, the Promoter mortgaged the said Layout Lands together with the building/s consisting of units therein, with ICICI Bank Limited , a company incorporated under the Companies Act, 1956, and a bank within the meaning of Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390007 and its Regional Head office at A wing 3rd and 4th floor, Shangrilla Gardens, Bund Garden Road, Pune 411001 ("LENDER") and created charge against the said Layout Land. Thereafter pursuant to the Deed of Reconveyance dated October 4, 2017, registered in the office of the Sub-Registrar, Haveli 4, at serial No.4190/2017 on the same day, the Lender has released its charge created against the said Layout Land.

b. Thereafter, the Promoter has availed loan from L&T HOUSING FINANCE LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 177, Brindavan, Vidyanagari Marg, CST Road, Kalina, Santacruz East, Mumbai and one of its office at Plot No. 177, Brindavan, Vidyanagari Marg, CST Road, Kalina, Santacruz East, Mumbai-4000 98 and L&T FINANCE LIMITED, a Company incorporated under the Companies Act, 1956 and

having its registered office at Technopolis 7th Floor, A -Wing, Plot No -4, Block-BP, Sector- V, Salt Lake, Kolkatta-70009 and one of its office at Plot No. 177, Brindavan, Vidyanagari Marg, CST Road, Kalina, Santacruz East, Mumbai-4000 98 (“**LENDERS**”). The Promoter states that pursuant to the Deed of Mortgage dated 06.10.2017, registered in the office of the Sub-Registrar, Haveli, at serial No.4245/2017 on the same day, the Promoter has entered into a mortgage deed with the Lenders and created charge against the said Land. Further, the Promoter has given inspection of the said Mortgage deed to the Allottee and the Allottee has acknowledge the rights and interest created in favour of the Lenders in connection with loan availed from the Lenders under such documents.

- c. pursuant to the aforesaid Deed of Mortgage, the respective Allottee/s are required to pay and discharge the consideration in respect of the corresponding Apartment, which is to be purchased by them, by drawing cheque(s)/ pay order(s)/ demand draft(s) favour of **SIDDHARTH REAL VENTURES LLP SERENITY COLLECTION Escrow Account; bearing No. 57500000094278,**
- d. The name of the Owners is shown in revenue record as the owners and possessors of the said Land, being of class-I occupancy, free from any restriction on alienation.
- e. There are no litigations pending in respect of the said Land and/or the said Project.
- f. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said 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 issued by the competent authorities with respect to the said Project, said Land and said building has been obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, said Land, Building and common areas.
- g. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- h. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- i. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.

- j. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and the Structure to the Owner Society or New Society as mentioned herein below,
- k. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion of the said Project.
- l. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Land and/or the said Project.

16. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs. 1,00,000/- (Rupees One Lakh Only), being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing.

17. Subject to the aforesaid, the Promoter has agreed to sell and the Allottee has agreed to purchase the said Apartment, and the parties hereto therefore, are executing present Agreement to Sell, in compliance with Section 13 of the RERDA and Section 4 of the MOFA and rules made there under, and hence these presents.

18. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment as stated hereunder.

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

- 1. The Promoter has developed the said Project as per the Layout Plan and which comprises of One **building having** Basement Ground floor parking, Stilt floor plus eleven floors of residential (referred herein as “**the said Project**”)

The development is in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that, the promoter shall have to obtain prior consent in writing of the Allottee in respect of variations/modifications which may adversely affect the apartment of the Allottee,

except any alteration /addition required by any government authorities or due to change in law.

2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one **Apartment No. 1003** of total area admeasuring **87.05** Sq.mts (total apartment area calculation is given in the **Schedule II** herein below) out of total area of apartment the carpet area of Apartment is admeasuring **50.9 square metres (548 Sq.ft.** The same is calculated as 50.9 Sq.mts x 10.764) on **10th floor** in the **Building** (herein referred to as "**the Apartment**" more particularly described in the **Schedule II** herein) along with the appurtenances thereto, as shown in the Floor plan hereto annexed and marked **Annexure-2**, for the consideration of **Rs. 95,00,000/- (Rupees Ninety Five Lakhs Only)** including the charges towards MSEDCL meter deposit, meter installation, service line charges, transformer charges, deposit towards Water, Electric, and other utility and services connection charges are already included in the total lump sum consideration of the said Apartment.
3. The Promoter has disclosed the proposed parking plans and accordingly the Promoter has made provision of One parking space admeasuring 7.43 sq. mts for exclusive use of the Allottee. The Allottee shall not raise any objection for the same.

4. **Consideration:**

SR NO	PARTICULARS	AMOUNTS (RS)
1	Paid by the Allottee to the promoter prior to execution of these presents. The Promotor acknowledges the receipt of the same	1,00,000/-
2	To be paid by the Allottee to the Promoter within 15 days from these presents	94,00,000/-
3	TDS @ 1% on consideration to be deducted	
	TOTAL	95,00,000/-

- 4.1 The Total Price above excludes applicable Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, and Cess or any other applicable taxes, by whatsoever name called, which may be levied by the local authorities, state government, central government or any other concerned authorities, in connection with the construction of and carrying out the Project payable by the Promoter or levied in respect of the present transaction) up to the date of handing over the possession of the said Apartment and/or otherwise, and the same will be paid by the Allottee from time to time, as and when raised by the

Promoter. The Allottee has been made aware of this and he shall not dispute the same

4.2 The Promoter informed to the Allottee/ Purchaser that, the payment towards the consideration and interest thereon if any has to be made by the Allottee/ Purchaser by RTGS/ NEFT/ local Cheques / Demand Draft issued / "SIDDHARTH REAL VENTURES LLP SERENITY COLLECTION ESCROW account HDFC Acc No. 5750000094278 (collection) HDFC Bank, IFSC Code – HDFC0000007

4.3 Without prejudice to the right of the Promoter to take an action against breach, due to delay in the payment of the installments on the due dates, the Allottee shall be bound and liable to pay interest @ 2% on and above the Marginal Cost of Lending Rate of the State Bank of India per month or part thereof at monthly rest, on all the amounts which become due and payable by the Allottee to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of the delay by the Promoter in respect of delay in payments by the Allottee.

4.4 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **CARPET AREA:**

5.1 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the part occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Promoter and the Allottee specifically agree that the total consideration of the said Apartment have been settled by and between them based on the carpet area of the said Apartment and Promoter is charging the total consideration only for the carpet area of the said Apartment. The Promoter and the Allottee therefore mutually agree that the total consideration of the said Apartment shall not be affected if the actual carpet area of the said Apartment is found out to be less or more up to the 3% of the carpet area of the said Apartment as stated in this agreement. However if such increase or deficit in the carpet area exceeds 3% of the total carpet area as stated in this agreement then the Promoter and the Allottee agrees to compensate each other for the same by making payment of variance in carpet area on pro rata basis based on the consideration stated in Clause herein above mentioned

6. ALTERATION, MODIFICATION IN SANCTIONED LAYOUT, BUILDINGS PLANS AND CONSTRUCTION: -

6.1 The Promoter has informed the Allottee that, in the sanctioned building plan, the balconies (open and enclosed as the case may be) have been shown separately. However, for better utilization of space, the same have been enclosed and amalgamated into the room/s, and as such said balcony areas shall be included in the carpet area. The aforesaid amalgamation has been duly approved by the concerned development control authority in accordance with the prescribed rules and regulations and the necessary premium has been paid in respect thereof.

6.2 The Allottee has been made aware by the Promoter that, the Promoter shall be absolutely entitled to consume/utilize balance FSI of the said Land, amenity FSI, paid FSI, premium FSI and permissible TDR, or any other FSI, as may be permitted by Development Controlling Authority from time to time. The Promoter has reserved its right to consume the same by obtaining sanction for the building plan with vertical changes or otherwise of the building/ wings in the said Project. For the aforesaid purpose, the Allottee, by executing the present Agreement, has given consent.

7. DISCLOSER PERTAINING TO FSI UTILIZATION:

The Promoter hereby declares that the existing approved Floor Space Index available for consumption in respect of the said Land is 3162.12 square meters only and the Promoter has utilized Floor Space Index by availing TDR, or FSI available on payment of premiums, amenity/reservation FSI or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.

8. TERMINATION OF AGREEMENT:

8.1 If the Allottee commits a breach of any terms and conditions of this agreement for whatsoever reason including non-payment of any installment of the consideration, within stipulated period, the Promoter shall have absolute right and authority to terminate this Agreement by giving prior written notice of its intention to terminate this Agreement, by stating specific default, breach or breaches of the terms and conditions being grounds for proposed termination. The Allottee within 15 days from the receipt of such notice may get the default rectified. After giving notice in writing, if the Allottee fails to rectify the default / breach of terms and

conditions within the stipulated period, this transaction shall stand cancelled and all right, title, interest of the Allottee under this Agreement in respect of the said Apartment stands extinguished and the Allottee shall only have a right to refund of the amount, paid till date without any interest, subject to conditions stated herein, on execution and registration of the Cancellation Deed.

8.2 If the Allottee, for any reason whatsoever, desires to terminate this Agreement / transaction in respect of the said Apartment then, the Allottee shall intimate the same in writing by sending 15 days prior notice to the Promoter. Thereafter, on the terms and conditions contained hereinafter, the Promoter shall be entitled to deal with the said Apartment with the prospective buyers.

8.3 In the event aforesaid, all the agreement/documents/instruments (under whatsoever head) executed by and between the parties shall stand automatically cancelled and neither party shall have any right, title, interest or claim against each other except as provided hereinafter.

8.4 The Allottee shall be entitled to receive the amount being refund of consideration paid by the Allottee to the Promoter after re-disposing of said Apartment by the Promoter as under:

- (i) If the Promoter is able to dispose of the said Apartment for the same consideration or higher consideration as compared to the consideration agreed between the Promoter and the Allottee then, the Allottee is entitled to receive and the Promoter shall be liable to repay the consideration paid by the Allottee to the Promoter in pursuance of this present, without any interest or any additional amount under whatsoever head. The Promoter shall refund to the Allottee above referred amount after deduction without any interest, in 3 (three) monthly equated instalments commencing from the date on which the said Apartment is sold by the Promoter to any new Allottee by executing Agreement for Sell in favour of such new Allottee. The instalments of refund shall be payable by the Promoter to the Allottee on the respective due dates thereof. The Allottee shall have no lien, charge or any other right in and upon the said Apartment on termination.
- (ii) If the Promoter is able to dispose of the said Apartment for the lesser consideration than the consideration agreed herein, the Promoter shall be entitled to deduct such deficit amount from the amounts paid by the Allottee to the Promoter towards the consideration of the said Apartment and shall repay the balance amount without any interest or any additional amount under whatsoever head.

8.5 The Allottee shall not be entitled to receive refund of the amount paid by the Allottee to the Promoter on account of Service Tax, VAT, Local Body Tax, or any other taxes, Cesses, stamp Duty, Registration Fee, etc.

8.6 If the Allottee avails housing loan in respect of the said Apartment from any bank/financial institute, etc. then the Allottee is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute for releasing the encumbrance of loan and interest thereon on the said Apartment.

8.7 Without prejudice to the aforesaid, on termination of this Agreement, the Allottee shall only have right to receive the refund of the aforesaid amount, on execution of the Cancellation Deed and all other rights under this Agreement of the Allottee stand automatically extinguished

8.8 Notwithstanding any of the above clauses, if the Promoter fails to give possession of the said Apartment on the due date, on account of any adverse order being passed in any proceeding by any Court or for any reasons beyond control of the Promoter, the Allottee will be entitled to terminate this agreement by issuing a letter in writing and on such termination, the Promoter shall within 30 days of such termination, refund the entire amount received under this Agreement simultaneous to the Allottee executing a registered Cancellation Deed by producing no dues certificate of the bank/financial institute. If any amounts are outstanding on such date, the same will be paid by cheque/demand draft by the Promoter to such bank/financial institute on behalf of the Allottee, on execution of Release Deed by such financial institute releasing the encumbrance on the said Apartment.

8.9 For the aforesaid Release Deed, the Allottee at the time of execution and registration of the Cancellation Deed, shall execute a Special Power of Attorney, appointing the Promoter as the constituted attorney to represent the Allottee before aforesaid bank/financial institute to repay loan along with interest and to obtain Release Deed executed, in respect of the said Apartment.

8.10 Notwithstanding anything contented hereinabove, it is specifically agreed and understood by and between the parties that, after issuing the notice and acceptance thereof by the other party, with particular date for refund of amount and in case of termination of this Agreement as aforesaid, after sending the notice of termination, if the Allottee fails to attend the execution and registration of the deed of cancellation, the Promoter shall not liable to pay any interest in respect thereof for the amount of refund to be paid by the promoter to the Allottee.

9. DELIVERY OF POSSESSION:

9.1 The Promoter shall inform in writing to the Allottee that the said Apartment is ready for use and occupation and on receipt of such intimation, the Allottee shall take possession of the said Apartment, within 15 days, after inspecting the said Apartment in all respect and the same is according to the terms and conditions of this agreement. After the Allottee are satisfied themselves as aforesaid, at their request

the Promoter shall give the possession of the said Apartment to the Allottee only on payment of all dues payable by the Allottee.

9.2 The said Project is completed on 31st March 2019; and Pune Municipal Corporation has issued full completion certificate in respect of the said Project.

10. FORMATION OF ORGANISATION:

10.1. The Owner Society has already formed and as such no independent organization of allottee shall be formed.

10.2. It is decided by and between the Promoter and the Owner Society that the Promoter shall rename and or form a new Society in the name and style "SERENITY CO-OP HSG. SOCIETY." by following due process of Law. (Herein after referred to as the New Society)

10.3. The allottee along with other allottee of the respective apartment in the building/s constructed or under construction or to be constructed upon the said Property shall be under obligation to sign and execute all the applications for registration and/ or membership and other papers and documents as may be required in that behalf within 7 days of the same being forwarded by the Promoter to the Allottees, so as to enable the Promoter to comply formalities for the purpose of admitting the allottee as member of New Society and or as prescribed by Maharashtra Co-operative Act and Rules made thereunder.

10.4. upon completion of the said Project, with all facilities and amenities, the Promoter along with the Owner Society shall execute a Sale Deed/ Conveyance Deed of the said Land along with said buildings standing thereon in favour of the New Society, as prescribed by Maharashtra Co-operative Act and Rules made thereunder within the period of 12 months from the date of receipt of full and final completion/occupation certificate for the said Project and receipt of total outstanding consideration of the Apartments sold by the Promoter.

10.5. It is clarified that pursuant to the conveyance of the said building in favour of the Owner Society and or the new Society, the Promoter shall solely be entitled to use the balance development potential of the said Land, if any, on the said Land or elsewhere, as may be permitted by relevant authorities as per the applicable laws, along with the rights to dispose of, the balance unsold apartments in the said Project, and to receive all the outstanding consideration in respect thereof and also in respect of the apartments sold earlier. The Allottee and the Owner Society and or New Society shall not have any right, title and interest in respect thereof.

11. OBSERVATION OF CONDITIONS:

The Promoter has observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the

concerned development controlling authority at the time sanctioning the plans or thereafter and has obtained part occupation completion certificate in respect of the said Apartment. In addition to the aforesaid, the Allottee shall also observe all development controlling rules and other conditions applicable to the building in which the said Apartment is situated.

12. SPECIFICATIONS AND AMENITIES:

12.1 The amenities, fixtures, and fittings to be provided by the Promoter in the Apartment are set out in Annexure 3 hereto. The Promoter has informed the Allottee that the said Project comprises of multi storied high rise buildings and the Promoter has been advised by the consultant that, to ensure the structural stability of the buildings, no internal change shall be made including tampering with the existing internal walls, toilets, RCC structure, chiseling walls, any kind of external elevation etc. In view of the aforesaid, no such permission shall be granted by the Promoter.

13. DEFECT LIABILITY:

13.1 Upon payment of entire consideration, the Promoter shall send a written intimation/notice to the Allottee, about the same. Thereafter, the Allottee shall be bound to take the possession of the said Apartment within 15 days from receipt of the written intimation/notice. If the Allottee brings to the notice of the Promoter, any structural defect in the said Apartment or in the said Building, within the period of 5 years from the date of handing over the said Apartment to the Allottee, then wherever possible such defect shall be rectified by the Promoter at his own cost.

13.2 It is clarified that the defect liability of the Promoter for the standard fixtures, fittings in the apartment, machinery including generator set for backup, electric pumps, lift, gas line, if any, security equipment, if any, solar system, if any, Sanitary fittings, C.P fittings, Electrical and Electronics peripherals, Doors and hardware, windows, Tiles, Glass, Wooden flooring will be as per the warranty provided by the respective manufacturer/supplier the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufactures of such items/ goods/systems and shall not extend beyond such periods. Further, such warranties pertaining to such items/goods/systems which require periodic maintenance shall become null and void if such periodic maintenance is not attended to by the Allottee/ Organization of allottees formed in the said Project. The defect liability period shall be deemed to have been commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing

to the Allottee to take over the possession of the said Apartment, whichever is earlier.

13.3 The Allottee shall not carry out any alterations of the whatsoever nature in the said Apartment or in the fittings therein, electrifications, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void.

13.4 The defects covered hereinabove shall be restricted to the willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of the said Apartment by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

13.5 Promoter would also not be liable to rectify the defects like minor hairline cracks on the external and internal walls including RCC structure which might occur due to variation of heat intensity/weathering as these do not affect the structural stability of the building and hence does not amount to structural defect or bad workmanship defect.

14 PAYMENT OF TAXES, CESSSES ETC:

14.1 The Allottee, after the possession of the Apartment, shall be liable to bear and pay the applicable taxes viz. Value Added Tax, Service Tax, Local Body Tax etc., as may be applicable in respect of the present transaction and the agreement, applicable as on date and as may be applicable from time to time, to the concerned authorities directly, or through the Promoter, as the case may be.

14.2 It is further clarified that, after execution of this Agreement, the Service tax and Value Added Tax (VAT), Goods & Service Tax (GST) and LBT and any other taxes increased under respective statute by the central and/or state government and further at any time before or after execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the said Land and/or the said Apartment or this Agreement or the transaction, shall exclusively be paid/borne by the Allottee. The Allottee hereby, always indemnifies the Promoter from all such levies, cost and consequences.

14.3 From the date of the possession of the Apartment, the Allottee shall be liable to bear and pay all taxes, cesses in respect of the said Apartment, provided that the possession is taken within 10 days from execution of these presents, and proportionate maintenance charges in respect of the building/s in the said Project

and expenses for common facilities such as common light meter, water pump/s expenses for lift, if any etc. and non-agricultural assessment in respect of the said Land to the respective authorities or/and to the Owner Society and or New Society. But it is specifically agreed between the Parties hereto that, the Promoter shall not be held responsible/liable to pay or share in the aforesaid expenses in respect of unsold apartments situated in the building construction of which will be completed or under construction on the said Land.

14.4 Notwithstanding anything stated hereinabove, the liability to pay the aforesaid taxes, etc. will be on the Allottee of the said Apartment and if for whatsoever reason respective recovering authority recovered the same from the Promoter, the Promoter shall be entitled to recover the same from the Allottee and the Allottee shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee in writing. It is further agreed that, the aforesaid encumbrance shall be on said Apartment being first encumbrance of the Promoter.

15 COMMON MAINTENANCE:

15.1 Within 15 days after notice in writing is given by the Promoter to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Apartment) of outgoings in respect of the said Land and the building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Land and Building/s.

15.2 The Promoter shall appoint "Project Maintenance Agency" ('PMA') for the maintenance work of common areas, amenities and facilities of the said project or parts thereof for a period of One year commencing from the date of the occupation/completion certificate on such terms and for such consideration as the Promoter at its discretion may think proper. The promoter shall ensure in its agreement with PMA that PMA shall not charge more than all cost/s plus fifteen percent towards all such services

15.3 The Allottee shall pay Rs 72,000/- to the Promoter and or PMA an amount towards maintenance and outgoings of the Said Building and its allied services, for a period of 1 years commencing from the date of the occupation/completion certificate. (Herein after referred to as the "**said Maintenance amount**"). The amounts so paid by the Allottee to the Promoter and or PMA shall not carry any interest.

15.4 In case there is any increase in the maintenance amount, the said maintenance amount shall be required to be paid at actuals, by the allottee after the expiry of one year. It is agreed that the non-payment or default in payment of outgoings on time by the Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein. The Promoter and or PMA shall not be liable to provide any accounts/details of such expenditure.

15.5 The liability to pay the aforesaid maintenance amounts will be on the Allottee of the said Apartment and if for whatsoever reason, Allottee fails to pay such amount then in that case the Promoter shall have first charge on the said Apartment.

15.6 The Promoter and or PMA shall maintain a separate account in respect of sums received by the Promoter and or PMA from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Owner Society and or New Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

15.7 In addition to the said maintenance amount, the Allottee shall pay directly to the Owner Society or a new Society provisional contribution/Corpus fund of Rs 2,00,000/- as decided by the Owner Society and/or New Society. The amount so paid by the Allottee to the Promoter shall not carry any interest.

16 SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:

16.1 The Promoter has specifically informed to the Allottee and the Allottee is/are also aware that, the Promoter has developed the scheme with intention to have the homogeneity in the scheme as to landscaping, elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Allottee or any owner or occupier of the apartments in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces/ open balconies.

16.2 Further, the Allottee shall observe that, the outlet of rainwater / water of adjacent terraces / sit out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee shall not store soil or heavy things on terraces. The Allottee specifically undertakes to abide by the aforesaid condition.

16.3 The plant/ machinery/ equipment provided in the said Project and the building like elevators, electric installation, pumps, filters, firefighting equipment etc. have to be operated / used by the persons with due diligence and with adequate observance of safety standards. The Allottee and the Owner society and or New Society, shall always ensure that the aforesaid facilities will be maintained

periodically by qualified agencies. After handing over the aforesaid facilities to the Owner Society and or New Society, the Promoter shall not be held responsible in respect thereof, and the Owner society and or New Society shall set its own rules and regulations for its use in order to avoid failure, wear and tear due to misuse, injuries and causalities / calamities occurred and any damages of whatsoever nature caused to any person or property.

16.4 The Promoter informed to the Allottee that, the Promoter will not entertain any request of the Allottee as to the any extra work, alteration, modification, additions in the said Apartment and the Allottee has agreed and accepted the condition.

17 ADJACENT TERRACES

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace apartments in the buildings in the said Project, if any, shall belong exclusively to the respective buyer of such apartment and such terrace spaces are intended for the exclusive use of the respective such apartment owner. The aforesaid terrace shall not be enclosed by such apartment owner till the permission in writing is obtained from the concerned development controlling authority and the Promoter or the Owner Society and or New Society as the case may be.

18 CONSENT FOR MORTGAGE:

18.1 In case after entering into this Agreement, if the Promoter desires to obtain any project loan or any other type of loan on the said Land and/or the said Project or part thereof (excluding the said Apartment), against the mortgage of the said Land and the construction thereon then the Allottee by executing this Agreement has given his/her irrevocable consent for the same, provided that liability to repay such loan amount and interest thereon shall be only upon the Promoter.

18.2 If the Allottee desires to have the housing loan against the security of the said Apartment, the Allottee shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter shall cause the existing lenders to issue requisite no objection certificate etc. along with copies of necessary documents to the Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and Allottee alone shall be liable to repay the same.

18.3 After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the rights and interest of the Allottee who has taken or agreed to take the said Apartment

19 SPECIFIC COVENANTS:

- 19.1 The relation between the Promoter and the Allottee for the transaction in respect of the said Apartment is as seller and buyer respectively and the Promoter has agreed to sell the said Apartment being constructed on the terms and conditions set forth in this present.
- 19.2 The Allottee admits and agrees that, after delivery of possession of the said Apartment by the Promoter to the Allottee, it will always be presumed that, the Promoter had discharged and performed all his obligations except-conveyance of buildings as stated hereto before in favour of Owner society and or New Society in which the Allottee will be a member in respect of the said Apartment, under this Agreement and as well as under MOFA and rules made thereunder.
- 19.3 After the Promoter obtaining the occupation certificate in respect of the said Apartment, the Allottee shall also execute such other documents such as Supplementary Agreement, Possession Receipt, Indemnity, Declaration, undertaking etc., as may be required by the Promoter.
- 19.4 The Allottee shall not raise any objection in the matter of sale of apartments being commercial or otherwise in the buildings which are to be constructed on the said Land, allotment of exclusive right to use terrace/s, sit out/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of annoyance or inconvenience, that has been or will be permitted by law or by development controlling authority in the concerned locality.
- 19.5 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of the said Land and building/s / wing/s or any part thereof except the said Apartment. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him/her and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, garden spaces etc. will remain the property of the Promoter until the said building is/are transferred to the Owner Society and or New Society as hereinbefore mentioned.
- 19.6 Irrespective of the possession of the said Apartment being given to the Allottee and/or management of the said Building/s the Promoters' rights under this Agreement are reserved for exploiting the potential of the said Land and shall subsist and continue to vest in the Promoter till the conveyance/documents of transfer of buildings is executed as aforesaid. The Promoter shall be entitled to execute the conveyance/documents of transfer of buildings by reserving such rights.

- 19.7 Any delay tolerated and/or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Allottee by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee and the same shall not in any manner prejudice the rights of the Promoter.
- 19.8 The open spaces provided in the said Project including any marginal open spaces adjacent to the building viz. private gardens, at ground floor or adjacent terrace or terrace above any apartment, etc., shall always be kept open by the allottees and no permanent or temporary construction shall be erected thereon.
- 19.9 The Allottee shall not indulge any unauthorized activity which may result into damaging the concealed plumbing, concealed wiring, electrical installations, R.C.C. frame work, damaging the water proofing, and/or tampering with the internal walls, shifting of walls, removal of walls, or chiseling the same, or modifying the windows, or creating additional openings, etc., and/or any such activity/modifications/alterations, which may jeopardize the structural safety and/or damages the apartment/building.
- 19.10 The parties hereto are well aware that, in sanctioned building plan floor height is shown from bottom of the floor slab and up to the top slab of concern floor/apartment and considering varied thickness of the slab due to RCC design and flooring work, actual usable height may be less than the shown in the plan
- 19.11 The Allottee hereby covenants and agrees that the consideration agreed is based on the mutual negotiations between the Parties hereto and on the market conditions as on booking date of the said Apartment. The Allottee shall have no right to renegotiate on the agreed consideration, in comparison with the consideration agreed for the other Allottees or otherwise. Further, it is agreed that all previous negotiations, offers, and writings in respect of the said Apartment between the parties hereto stand superseded and the terms and conditions and consideration stated in these presents shall prevail.
- 19.12 The Promoter has applied to the concerned authorities for arrangement of water supply, electricity supply and provision of drainage and sewerage and shall apply with requisite deposits and charges etc. In the event any delay occurs, or shortfall faced (for the reasons beyond the control of the Promoter) for providing such services from the concerned departments, the Promoter shall not be held responsible for any such delay or shortfall. In such an event, the Promoter may at his sole discretion may provide such water/electricity from outside resources at the cost of the Allottee and/or their organization and the same shall be taken over by the Association of the Allottees after its formation.

- 19.13 The Purchaser covenants that the Purchaser has complied with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the building/s. The Purchaser shall with the other owners of the apartment take over the building and the maintenance thereof through the owners Association.
- 19.14 The Purchaser with the other owners of the apartments through the Association shall at all times keep the annual maintenance contracts with regards to all safety equipments such as lift, generator, heating and cooling systems, equipments provided for fire safety, pollution control, equipments relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipments valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendor in the building/Project.
- 19.15 The Purchaser along with the other apartment owners at all times maintain all facilities, machinery, equipments installed in the building/said Project and shall ensure that all agreements for maintenance of such equipments, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- 19.16 After the maintenance of the building/Project is handed over to the association, the Promoter shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Allottee/Owner Society and or New Society shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.
- 19.17 Promoter has made provision of parking space admeasuring 7.43 sq.mts for exclusive use of the allottee. The Purchaser agrees that the it shall be used only for parking and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.
- 19.18 The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the building or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.

20 OTHER COVENANTS:

- 20.1 The Allottee himself/ herself/ themselves with intention to bring all persons into whosoever hands the said Apartment may come, doth hereby covenant with the Promoter as follows for the said Apartment and also for the building in which the said Apartment is situated at.
- 20.2 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or cause to be done anything in or to the said Apartment or the building in which the said Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/alter or make addition in or to the said Apartment and/or to the building in which the apartment is situated and in or to the said Apartment itself or any part thereof.
- 20.3 Not to store in/outside the said Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected by the concerned development controlling authority any other authority or under any law and shall not carry out or caused to carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said Apartment is situated on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for all the consequences of the breach.
- 20.4 To carry at his/her/their own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Allottee with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. In the event, the Allottee committing any act in contravention of the above provisions, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- 20.5 Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Apartment or any part thereof and not to make any addition or alteration in the elevation

including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members of the said Apartment or Building.

- 20.6 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, the building and/or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 20.7 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Land and the Building.
- 20.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said Apartment and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the said Apartment by the Allottee viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 20.9 The Allottee shall not let, sub-let, transfer, assign or part with Allottee's interest or benefit factor of/under this agreement or part with the possession of the said Apartment until all amounts payable by the Allottee to the Promoter under this agreement are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee has intimated in writing to the Promoter and obtained written consent thereof.
- 20.10 After delivery of possession of the said Apartment by the Promoter to the Allottee in terms of this present, the Allottee for whatsoever reason desire to grant the use of the said Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter and or the Owner Society and thereafter consent of the Society in writing shall be required to be obtained by the Allottee as the case may be and further copy of such instrument shall be handed over to the Promoter or Owner Society and or New Society as the case may be and further

the Allottee herein shall inform to the concerned police station in writing as to the grant of use along with the details of the persons who intend to reside / use the said Apartment.

20.11 The Allottee shall observe and perform all the rules and regulations which the Owner Society and or New Society have adopted at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Land and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the apartments regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

20.12 Till a conveyance of the said Building in which the said Apartment is situated is executed, in favour of the Owner Society and or New Society, the Allottee shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment and the said Land and building or any part thereof to view and examine the state and conditions thereof.

20.13 If the Allottee intends to carry out any interior work, modification (not affecting the structure), subject to the terms of the present agreement, then he shall obtain the written permission from the Promoter/Owner Society and or New Society, for the same. The Allottee shall deposit, an interest free security deposit of Rs. 10,000/- (Rs. Ten Thousand only) or such other amount as may be specified from time to time, with the Promoter or the Society, as the case may be.

20.14 For the purposes aforesaid, the Allottee may store the required material, generated waste etc., in the designated area (if so provided) and he shall be liable to clear the same, in appropriate time and manner, to the satisfaction of the Promoter or the Society and or New Society. In the event, the Allottee fails to clear the site, within reasonable time the security deposit paid by him shall stand appropriated in pro rata ratio. The Allottee shall solely be liable for all the costs and damages caused by him and/or agencies/personnel appointed by him for any damage to the building, common areas, facilities etc. and such costs will be

deducted from the aforesaid security deposit along with deficit amounts to be recovered if any.

21. INSURANCE BY THE PROMOTER

The Promoter is required under the Act to have the title of the land and building of Real Estate Project insured by an insurance company. The Allottee is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoter shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoter will not be responsible in any manner if suitable insurance product/policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law. Whereas Promoter has insured /will be ensuring construction of the said phase and copy of such insurance will be available with Promoter's office for inspection by the Allottee.

22. NAME OF THE SCHEME AND BUILDING/S /WING/S:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter has decided to have the name of the Project "**Saarrthi Serenity**" and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter on a building and at the entrances of the scheme. The Allottee or other apartment holders in the building/s or the Owner Society and or New Society are not entitled to change the aforesaid Project name and remove or alter the Promoter's name board in any circumstances. The Promoter shall be entitled to put up his sign board (including neon signs and digital display) prominently on the building and the Allottee shall not raise any objection in respect thereof.

23. SERVICE OF NOTICES:

All notices to be served on the Allottee and if more than one Allottee then on the Allottee No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/s as the case may be, under certificate of posting/courier at his/her/their address/es specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee. It shall be the duty of the Allottee and the Promoter 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 promoter or the Allottee, as the case may be.

24. EFFECT OF LAWS:

This Agreement shall always be subject to relevant and applicable provisions of The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of the Promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Flat Ownership Flats Act, 1970, and the rules made there under.

25. SEVERABILITY:

In the event that any provision of this agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force.

26. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions 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.

27. BINDING EFFECT:

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

28. ENTIRE AGREEMENT:

The Promoter has not undertaken any responsibility nor has agreed anything with the Allottee orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement. The present agreement shall be treated as an entire agreement in itself and it shall supersede all the earlier understanding oral or written, including publicity material like brochure etc.

29. RIGHT TO AMEND:

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

30. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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 Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

31. JOINT ALLOTTEES:

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

32. REGISTRATION OF THIS AGREEMENT:

The Allottee shall present this Agreement as well as the conveyance at the proper registration office within the time limit prescribed under the applicable registration laws and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with a copy of registration receipt from the Allottee.

33. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:

The Allottee shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this Agreement and pro-rata consideration thereof and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Owner Society and or New Society in which the Allottee will be a member.

Even though the purchase by the Allottee of the said Apartment is a capital asset, the Allottee is an Investor (within the meaning described to the said word under Maharashtra Stamp Act, 1958), the Allottee therefore reserves the right to claim stamp duty set off/adjustments of the stamp duty paid by the Allottee on these presents in terms of Article 5 (g-a) (ii) of Schedule I to the Maharashtra Stamp Act, 1958 upon the Allottee assigning the benefit of this agreement and his/her/its/their

interest in the said Office to a subsequent Allottee/s. The Allottee is aware that, if within stipulated period if this option is not exercised i.e. within stipulated period if Office not sold/ assigned/ transferred to Allottee by the Allottee as Investor then the such benefit could not be made available to him/her/ them and he will not termed as investor then. However, such right of the Allottee is subject to the covenant recited in this agreement as to payment of consideration unto the Promoter (Builder/Developer) etc

SCHEDULE-I

(Description of the said “LAND”)

All that piece and parcel of the land bearing (i) Survey No.119, Hissa No.2+3/1A, admeasuring 1198.43 sq.mt. (12,900 sq.ft.) and (ii) a portion, admeasuring 470.15 sq. mt. (5,060.71sq.ft.) carved out of Survey No.119,Hissa No.2+3/1B, admeasuring 863.50 sq.mt., assessed at “Rs.0.75 paise”, both (i) and (ii) corresponding to City Survey No.946 (part), thus total 1668.5 sq.mt. (17960.70 sq.ft.) as per Property Card Registered, situate at village Kothrud, Taluka Haveli, District Pune, within the limits of Pune Municipal Corporation and Registration District Pune, Sub-Registration Taluka Haveli, which is collectively bounded by as under:

East : Survey No.119 Hissa No.2+3/2
South : Paud Road
West : Colony Road
North: Open Space and thereafter Survey No.119 Hissa No.2+3/1 C

together with easement, appurtenances, ingress, egress, benefits including the benefits relating to the floor area ratio/ floor space index originating from the physical area thereof, and/or all such additional FAR/FSI either by way of transferable development rights or otherwise, ancillary, supplementary and all other consequential rights thereto.

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SCHEDULE-II

(DESCRIPTION OF THE SAID APARTMENT)

- 1. Name of the Project: **SAARRTHI SERENITY**
- 2. Apartment No. **1003**, Situate on **10th** Floor in the Building
- 3. Apartment Carpet Area admeasuring **50.9** square meters Along with appurtenances:
- 4. Area of Terrace admeasuring **19.66** square meters
- 5. Area of enclosed balcony admeasuring **15.72** square meters
- 6. Area of Architectural Projection admeasuring **0.77** square meters

Total Area of Clause No 3 to 6 admeasuring **87.05** square meters

7. Provision for one car park admeasuring 7.43 square meter for exclusive use of the Allottee

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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 up to the fencing or boundary mark for the respective building, are restricted areas and the Promoter hearing shall have exclusive right to allot the same to the tenement holder in the building.
3. The parking area under stilt/basement/side margin shall be restricted and the Promoter 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 Promoter herein shall have exclusive right to allot the same to the accommodation holder in the building.

All areas etc. which are not covered under aforesaid head “Common Area And Facilities” are restricted areas and facilities which include, the marginal open space, terraces, car parkings within the said land and in the building/s which is/are under construction on the said land is reserved and promoter shall have exclusive rights to sell or transfer, convey the same in part or in full to any buyer of flat Or to Convert the Restricted Area into Common Area or vise- versa.

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In witness whereof, the parties hereto have signed and executed this Agreement to Sell on the date and at the place herein before first mentioned.

MR. ABHIJEET VASANT SHENDE , partner of M/s. Siddharth Real Ventures LLP [" Promoter "] and constituted attorney of Nav-namrata Co-Operative Housing Society Limited [" Owner Society/Consenting Party "]	
Photo	L.H.T.I. & Signature

MR. VIJAYKUMAR MUNDHE , partner of M/s. Siddharth Real Ventures LLP [" Promoter "]	
Photo	L.H.T.I. & Signature

MR. ABHAY CHANDANMAL DARDA [" Allottee "]	
Photo	L.H.T.I. & Signature

Witnesses	
Name & Address	Signature
Name & Address	Signature

