

## AGREEMENT

This AGREEMENT made and executed at Pune this \_\_\_\_ th day of April in the year Two Thousand Eighteen;

### B E T W E E N

- 1) Mr. \_\_\_\_\_  
(PAN : \_\_\_\_\_)  
Age : About \_\_\_\_\_ Years, Occupation : \_\_\_\_\_
- 2) Mrs. \_\_\_\_\_  
(PAN : \_\_\_\_\_)  
Age : About \_\_\_\_\_ Years, Occupation : \_\_\_\_\_  
Both Residing at : \_\_\_\_\_  
\_\_\_\_\_.

HEREAFTER called or referred to as ‘the **Unit** Purchaser/s’ (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the **Unit** Purchaser/s above named, as also his/her/their respective heirs, successors, executors and administrators) hereinafter referred to as the PARTY OF THE FIRST PART.

### AND

- 1) Smt. Jijabai Tukaram Kale,  
Age 80 years, Occ: Housewife,
- 2) Shri Balasaheb Tukaram Kale  
Age 60 years, Occ: Agriculture,
- 3) Sou. Kamal Balasaheb Kale  
Age 56 years, Occ: Housewife,

- 4) Shri Ganesh Balasaheb Kale  
Age 30 years, Occ: Agriculture & Business,
- 5) Shri Dattatray Tukaram Kale  
Age 58 years, Occ: Agriculture,
- 6) Sou. Satybhama Dattatray Kale  
Age 54 years, Occ: Agriculture,
- 7) Ku. Priyanka Dattatray Kale  
Age 26 years, Occ: Household,
- 8) Sou. Deepali Prashant Shinde  
Age 32 years, Occ: Household,
- 9) Master Rahul Dattatraya Kale  
Age 28 years, Occ: Business,
- 10) Shri Bajirao Tukaram Kale  
Age 56 years, Occ: Agriculture.
- 11) Smt. Chanda Bajirao Kale  
Age 51 years, Occ: Housewife
- 12) Shri Rohit Bajirao Kale  
Age 28 years, Occ: Business.
- 13) Shri Amit Bajirao Kale  
Age 26 years, Occ: Business,  
All R/at Kesnand Chowk,  
Wagholi, Tal. Haveli,  
District Pune, all through their  
Power of Attorney Holder,  
M/s Shivsagar Promoters & Developers,  
having its Office at City Square,  
Shivajinagar, Pune, Through its Partners,

(1) Shri Nitin Suresh Malpani,  
Age 48 years, Occ: Business,  
R/at Bibvewadi, Pune.

(2) Shri Deepak Pannalal Baldawa,  
Age 47 years, Occ: Business,  
R/at Bibvewadi, Pune.

HEREAFTER called or referred to as 'VENDORS' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Consenting Party above named, as also it's successors, executors, the successors-in-business and or in-title, assignees and or administrators as the case may be) hereinafter referred to as THE PARTY OF THE SECOND PART.

#### A N D

M/s Shivsagar Promoters & Developers,  
A Partnership Firm, registered under the  
Partnership Act, 1932, having its Office at  
City Square, Shivajinagar, Pune,  
Through its Partners,  
(1) Shri Nitin Suresh Malpani,  
Age 48 years, Occ: Business,  
R/at Bibvewadi, Pune.  
(2) Shri Deepak Pannalal Baldawa,  
Age 47 years, Occ: Business,  
R/at Bibvewadi, Pune.

HEREAFTER called or referred to as 'PROMOTERS' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Consenting Party above named, as also it's successors, executors, the successors-in-business and or in-title, assignees and or administrators as the case may be) hereinafter referred to as THE PARTY OF THE THIRD PART.

WHEREAS, land bearing Survey No.194 Hissa No.2/2, Wagholi, Taluka Haveli, District Pune, was originally seized, owned and possessed by Shri Baburao Shripati Kale.

AND WHEREAS, said Shri Baburao Shripati Kale expired on 27<sup>th</sup> January, 1944 leaving behind 3 sons, viz., (1) Maruti, (2) Tukaram, (3) Uttam and two daughters, viz., Housabai Yashwant Satav and Shantabai Laxman Kand and widow, viz., Smt. Gangubai.

AND WHEREAS, after the death of Shri Baburao Shripati Kale, the name of Shri Maruti and Tukaram were mutated or recorded on the 7/12 extract as the owner in respect of the land bearing Survey No.194, Hissa No.2/2.

AND WHEREAS, in the year, 1974 or thereabout, a consolidation scheme conducted by the revenue authority, whereunder the land bearing S. No.194, Hissa No.2/2 was converted into Gat No.1608.

AND WHEREAS, however, Shri Tukaram Baburao Kale expired on 29<sup>th</sup> October, 1988 leaving behind widow, viz., Jijabai and three sons, viz., Balasaheb, Dattatraya and Bajirao.

AND WHEREAS, accordingly, a Mutation Entry bearing No.1959 was prepared by the revenue authorities and the same was confirmed by the Circle Officer, Wagholi on 26<sup>th</sup> March, 1990.

AND WHEREAS, in the year, 1991, Shri Uttam Baburao Kale submitted application to the revenue authorities for recording the names of all the legal heirs of of Shri Baburao Shripati Kale.

AND WHEREAS, accordingly, a Mutation Entry bearing No.2436 was prepared by the revenue authorities. However, by an order dated 7<sup>th</sup> December, 1993 by the Sub-Divisional Officer, Haveli in R.T.S. Appeal No.5/1992, the Mutation Entry bearing No.2436 was set side and cancelled.

AND WHEREAS, by the said order, the Tehsildar observed that said Shri Baburao Shripati Kale expired in the year, 1944, i.e., much prior to the commencement of Hindu Succession Act, 1956, therefore, the names of the daughters of Baburao Shripati Kale should not have been recorded on the 7/12 extract.

AND WHEREAS, thereafter a Mutation Entry No.4308 was confirmed on 27<sup>th</sup> February, 19969, whereunder, the names of sons of late Baburao Shripati Kale, viz., Maruti, heirs of deceased son Tukaram and third son Uttam were alone recorded by deleting all other names as the absolute VENDORS of Gat No.1608, Wagholi.

AND WHEREAS, the Gat No.1608 was further given new number as 1102. Thereafter, Shri Maruti Baburao Kale also expired on 4<sup>th</sup> June, 2005 leaving behind 2 sons, viz., Ramdas and Rohidas, two daughters, viz., Sharada and Kusum and widow Tarabai.

AND WHEREAS, accordingly, by Mutation Entry bearing No.2894, the names of all the legal heirs of Shri Maruti Dattatraya Kale were mutated or recorded on the 7/12 extract in respect of Gat No.1102.

AND WHEREAS, thus, the heirs of Shri Maruti Babu Kale, heirs of Tukaram Babu Kale and Uttam Kale became the absolute VENDORS in respect of Gat No.1102, Wagholi.

AND WHEREAS, in the year, 2007, the heirs of Mr. Maruti Baban Kale, heirs of Tukaram Kale and Uttam Babu Kale, together with his two sons have executed a Partition Deed on 23<sup>rd</sup> August, 2007 whereunder they have reduced into writing an oral partition.

AND WHEREAS, by perusing the said Partition Deed, it is seen that Gat No.1102 totally admeasuring 3 Hectares 67 Ares at Village Wagholi was partitioned in three equal portions of 1 Hectare 22.33 Ares each and out of them, one portion came to each of the 3 families.

AND WHEREAS, the heirs of Tukaram, viz., Smt. Jijabai, Balasaheb, Dattatraya Bajirao were allotted one share admeasuring 1 Hectare 22.33 Ares from Gat No.1102.

AND WHEREAS, however, the same was allotted in 2 different pieces and parcels of land one admeasuring 89.33 Ares and the other admeasuring 33 Ares.

AND WHEREAS, the effect of the said partition has given in the revenue record by Mutation Entry bearing No.4926 and the names of Balasaheb Tukaram Kale and three others were duly mutated in respect of their share allotted in the partition.

AND WHEREAS, moreover, they were already in possession of the said lands as is recorded in the partition and, as such, acquired absolute right, title or interest in respect of the aforesaid two particular portions of land from Gat No.1102.

AND WHEREAS, Smt. Jijabai is the widow of Tukaram and Balasaheb is the son.

AND WHEREAS, Kamal is the wife of Balasaheb and Ganesh is the son of Balasaheb.

AND WHEREAS, Satyabhama is the wife of Dattatraya, Priyanka, Deepali are the daughters and Rahul is the son of Dattatraya and Chanda is the wife of Bajirao and Rahul and Amit are his sons.

AND WHEREAS, by Development Agreement dated 30<sup>th</sup> June, 2011, Smt. Jijabai Tukaram Kale and heirs 3 sons, viz., Balasaheb, Dattatray and Bajirao with the consent of their wives and children, granted rights to develop in respect of portion admeasuring 40.62 Ares, 4062 sq.mtrs. from larger portion of Gat No.1102, Wagholi, admeasuring 89.33 Ares in favour of M/s Shivsagar Promoters & Developers.

AND WHEREAS, the said Development Agreement is registered in the Office of Sub-Registrar Haveli No.1 at Serial No.5916.

AND WHEREAS, moreover, correspondingly they have also executed a Power of Attorney, which is also registered in the office of Sub-Registrar of Haveli No.1 at Serial No.5917.

AND WHEREAS, the Development Agreement dated 13<sup>th</sup> September 2012, which is registered in the office of Sub-Registrar Haveli No.10 at Serial No.11547 and consequent Power of Attorney also registered in the said office at Serial No.11548, the VENDORS further granted development rights in respect of the balance area admeasuring 48.71 Ares from 89.33 Ares and the entire smaller portion of land allotted to them in partition admeasuring 33 Ares from Gat No.1102, Wagholi also in favour of the DEVELOPER;

AND WHEREAS, by perusing the said two Development Agreements, it is seen that Shivsagar Promoters and Developers have acquired rights to develop and sell the tenements in terms of the Agreement, in respect of the entire holding of Balasaheb Tukaram Kale in Gat No.1102 Wagholi admeasuring 1 Hectare 22.33 Ares.

AND WHEREAS, for both the aforesaid two Development Agreements, the immediate family members of Dattatraya Tukaram Kale had not joined themselves.

AND WHEREAS, therefore, they have executed a Supplementary Development Agreement on 15<sup>th</sup> October, 2012 together with the consequent Power of Attorney both of which are registered in the Office of the Sub-Registrar Haveli No.10 at Serial No.11688 and 11689 whereunder they have confirmed that by the aforesaid two Development Agreements, Dattatraya Tukaram had granted right to develop the entire family holding and they confirmed the same.

AND WHEREAS, consequent to which, M/s Shivsagar Promoters & Developers have acquired absolute right, title or interest to develop in respect to an area admeasuring 1 Hectare 22.33 Ares from Gat No.1102, Wagholi.

AND WHEREAS, M/s Shivsagar Promoters & Developers intended to develop the said lands in phase-wise manner and in the 1<sup>st</sup> phase, have decided to develop larger portion admeasuring 89.33 Ares.

AND WHEREAS, accordingly an application was moved with the Collector, Pune and Assistant Director Town Planning for obtaining permission for non-agricultural usage and also for getting the sanction for constructing multiple buildings over the area admeasuring 89.33 Ares.

AND WHEREAS, In pursuance of the said application, the Collector has granted N.A. permission on 16<sup>th</sup> August, 2014, in respect of 89.33 Ares with the approval and recommendation of Assistant Director of Town Planning for various commercial and residential buildings.

AND WHEREAS, as per the N.A. order, by excluding the area under the roads, the Collector has granted N.A. permission for 7540 sq.mtrs. Out of which 6183.07 is for residential usage and 1381.33 is for commercial usage by constructing multi-storied buildings thereat in terms of the plans which are recommended by the Assistant Director, Town Planning.

AND WHEREAS, the PMRDA approved the building plans vide commencement certificate bearing No.\_\_\_\_\_ dated \_\_\_\_\_;

AND WHEREAS, the DEVELOPER has already completed the construction of Wing/Building A having parking + 8 floors, commercial building, basement + ground + 3 floors and amenity building having basement + ground + 3 floors in all respect and the PMRDA also issued completion certificate on 3<sup>rd</sup> November 2016 vide completion certificate bearing No.DP/BHA/HAV/Branch-1/Village Wagholi/Gat No.1102 (part)/1202/15-16;

AND WHEREAS, the DEVELOPER has decided to constructed building B over the aforesaid property and also submitted the building pans and drawings with the PMRDAfor their approval and sanction;

AND WHEREAS, the PMRDA by commencement certificate bearing No.DP/BHA/Village Wagholi/Gat No.11102/555/17-18 on 17th April, 2018 approved the revised building plans;

AND WHEREAS, as per the said revised building plans, the DEVELOPER intends to construct the Wing 'B' having 7 floor over the aforesaid property;

AND WHEREAS, the Promoter has appointed Mr. Sunil Mutalik & Associates as structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.

AND WHEREAS, on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under;

AND WHEREAS, the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the Apartment/s are constructed or are to be constructed have been Annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS, the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1.

AND WHEREAS, the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2.

AND WHEREAS, the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure - D.

AND WHEREAS, while sanctioning the said plans concerned local authority and / or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS, the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS, the Allottee/s has / have applied to the Promoter for allotment of an Apartment No. .... on ..... floor in the building being constructed in the said Property.

AND WHEREAS, the carpet area of the said Apartment is \_\_\_\_\_ 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 balcony appurtenant to the said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS, The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs..... (Rupees .....Only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at No. \_\_\_\_\_;

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

AND WHEREAS, 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 Apartment and the garage/covered parking.

NOW THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. The Promoter / Developer herein has commenced construction of building/s on the "Said Property" for which they have obtained sanction of the building/s plan/s from the concerned Office/PMRDA viz., the Hon'ble Collector, Pune. The Promoter/Developer herein shall complete construction of the said building on the "Said Property" in accordance with the plans, designs and specifications approved by the concerned local authorities. The Purchaser/s has/ have seen and approved and accepted the said plans. The Purchaser/s agrees / agree that these plans are subject to such alterations and modifications, as the Promoter / Developer in it's sole discretion may think fit and necessary or as may be required by the concerned Local Authority / Government to be made in them or any of them.

2. The Purchaser/s hereby gives/ give his/ her / their irrevocable consent to the Promoter/Developer herein to carry out such alterations, modifications in the sanctioned plan/s of the said building/s as the Promoter / Developer in its sole discretion thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, orders or instructions made by the Local Authority and / or planning authority and / or competent authority and / or Government and / or any officer of any such competent authority.

### **3. PAYMENT IN INSTALLMENTS:-**

The purchaser/s herein is well aware that, the building in which the said Accommodation is situated is under construction on the part of Said Property, construction of which is in progress considering the present status of the

construction of the same, the purchaser/s has / have agreed to pay the aforesaid agreed consideration to the Promoter / Developer herein in the following manner:-

### SCHEDULE

| Sr. | Amount      | (%)                    | Particulars                                                                                                     |
|-----|-------------|------------------------|-----------------------------------------------------------------------------------------------------------------|
| 1.  | ____/-      | 15%                    | To be paid at the time of signing the agreement                                                                 |
| 2.  | ____/-      | 12%                    | At the time of construction of plinth                                                                           |
| 3.  | ____/-      | 13%                    | Within 8 days from casting of 1 <sup>st</sup> slab of the building in which the said accommodation is situated. |
| 4.  | ____/-      | 13%                    | Within 8 days from casting of 3 <sup>rd</sup> slab of the building in which the said accommodation is situated. |
| 5.  | ____/-      | 13%                    | Within 8 days from casting of 5 <sup>th</sup> slab of the building in which the said accommodation is situated. |
| 6.  | ____/-      | 13%                    | Within 8 days from casting of 7 <sup>th</sup> slab of the building in which the said accommodation is situated. |
| 7.  | ____/-      | 13%                    | Within 8 days from casting of Top slab of the building in which the said accommodation is situated.             |
| 8.  | ____/-      | 5%                     | Within 8 days from Finishing Work.                                                                              |
| 9.  | ____/-      | 3%                     | At the time of possession.                                                                                      |
|     | _____<br>/- | <b>100</b><br><b>%</b> | <b>Total</b>                                                                                                    |

4. The Purchaser/s shall bear and pay the above mentioned charges to the Promoter / Developer. In the event of default the Promoter / Developer shall be entitled to terminate this agreement.

5. PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT:-

It is hereby agreed that the time for the payment as specified above in clause no. 5 and elsewhere in this agreement, is the essence of the contract and on failure if the purchaser/s to pay the same on due dates, it shall be deemed that, the

purchaser/s has / have committed breach of condition of this agreement and the Promoter / Developer herein shall be entitled to take such action as they / it is / are entitled to take in case of breach of any condition of this agreement, including termination of the agreement.

#### 6. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter / Developer to take action for breach arising out of the delay in the payment of the installment on the due dates, the purchaser/s shall be bound and liable to pay interest @ 2% per month or part thereof on monthly rest, on all the amounts which become due and payable by the purchaser/s to the Promoter / Developer till the date of actual payment, provided that tender of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter / Developer under this agreement, nor shall it be construed as condonation of the delay by the Promoter / Developers against delay in payment by the purchaser/s.

7. There is likelihood of changes / amendment in the D.C. rules and Regulations now in force and governing the Said Property. Accordingly the requisites of layout open spaces, build ability etc. will be different warranting / permitting amendments to the plans (layout/buildings) the amenities and the specifications (such amendments may entail variation or reduction in open spaces and other common areas, liberty to have structure/s with height exceeding 50 fifty feet etc. There is also likelihood that the Local Authority / Concerned Authority may grant additional FSI for the land, considering the specific availability zone of the water. The developer shall be entitled to use such or other type of additional FSI on the said property and shall be entitled to effect additional construction on the said property. The Promoter / Developer shall at all times before or even after the transfer and vesting of the said property i.e. land and or part/s thereof with the structure/s thereon to the Ultimate / Apex Body have the absolute right to make or cause to be made additions, alterations, raise additional floors or structures on the said structures/s at any time or construct new structures on the Said Property as may be permitted by the Development Control Authorities concerned and such additions, alterations and / or additional structures or storey, shall be the sole and exclusive property of the Promoter / Developer who shall be entitled to deal with or dispose of the same in any way it chooses and the Purchaser/s hereby consent/s to the same. The purchaser/s hereby agree/s that the Promoter / Developer shall have the right and absolute authority to construct or erect additional floor/s on the common terrace/s and / or structure/s on the common area/s as may be permitted by the Development Control Authorities for its sole benefit and use the common terrace/s and entire parapet wall/s of the common terraces and other areas as above for such purpose as it deems fit including the display of advertisements and sign boards, cell towers, etc. and all the income and benefits derived there from, shall be the absolute property of the Promoter / Developer and the documents to be executed in favor of the Ultimate / Apex Body shall contain the necessary covenants in favor of the Promoter / Developer in that behalf. The Purchaser/s hereby agree/s that he / she / they / it will give all necessary facilities and fully co-operate with the Promoter / Developer to make any additions and alterations and / or raise additional storey or structures or construct new structure/s on the said property in accordance with the plans sanctioned or which may be herein after sanctioned by the Development Control Authorities concerned.

8. It is an express condition of this agreement that all such Agreement entered into by the Promoter / Developer with any person/s / association in respect of any premises comprised in the Said Property and or the structure/s thereon shall be binding on the purchaser/s and all other allottees of the other premises comprise in the Said Property/or the structures thereon to be developed by the Promoter / Developer as above on the said ultimate / Apex Body which may be formed by the allottees of such premises and that the purchasers shall not be entitled to raised any objections or do anything which will result in a breach of terms and conditions of the agreement which are or may be entered into by the Promoter / Developer with other person with regard to such premises as aforesaid and the purchaser/s hereby undertake and gives his / her / its / their consent to the Promoter / Developer to do and execute all such acts, deals, matters and things from time to time as may be required to be done and execute by the purchasers as the allottees of the said premises or as constituents of the ultimate/ Apex Body as may be required from time to time to enable the Promoter / Developer to carry out its part of such agreements as aforesaid.
  
9. At any stage during the implementation of the scheme the Promoter / Developer shall be at liberty to sell, assign or transfer or mortgage or otherwise deal with its title and interest in the “Said Property” and buildings to be constructed thereon without affecting the rights granted in favor of the Purchaser/s in respect of the unit / flat agreed to be purchased by him / her / them as per the terms of this Agreement.
  
10. Without prejudice to the right of the Promoter / Developer to take action for breach arising out of delay in payment of the installments on the due dates, the Purchaser/s shall be bound and liable to pay interest @ 24% per annum, with quarterly rests, on all the amounts which become due and payable by the Purchaser/s to the Promoter / Developer till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter / Developer under this Agreement, nor shall it be construed as condonation of the delay by the Promoter / Developer.
  
11. On the Purchaser/s committing default in payment on the due dates, of any of the installment/s payable under this Agreement or any other amount due and payable under this Agreement (including his / her / their proportionate share of taxes levied by the concerned Local Authority and any other outgoings, deposits etc.) or on the Purchaser/s committing breach of any of the terms and conditions of this Agreement, the Promoter / Developer shall in its sole discretion be entitled to terminate this Agreement. The Promoter / Developer shall give 15 (fifteen) days prior notice in writing to the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) to terminate this Agreement. The notice shall be specific about the breach or breaches of the terms and conditions of this Agreement by the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant).

If the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) within the period of 15 (fifteen) days from the date of receipt of such notice failed and / or neglected to rectify the breach or breaches, the Agreement shall automatically stand terminated and cancelled and the Promoter / Developer shall have liberty to sell the said unit / flat to any other person / purchaser, as they may desire.

Provided further that upon termination of this Agreement, the Promoter / Developer shall refund to the Purchaser/s the installments or price which the Purchaser/s might have till then paid to the Promoter / Developer, but without any interest. The aforesaid amount shall be paid by the Promoter / Developer to the Unit / Flat Purchaser/s after resale of the said Unit / Flat in the manner of receipt of consideration from new Purchaser/s and on such condition the Promoter / Developer shall be entitled to sell the said Unit / Flat and / or dispose of or otherwise alienate the same in any other manner as the Promoter / Developer in their sole discretion thinks fit and proper.

12. The Purchaser/s is / are aware that depending upon various promises and assurances given by the Purchaser/s, the Promoter / Developer would have incurred and shall incur the expenditure and will make commitments to third parties for the construction of the Said Unit / Flat and building. Thereafter in the event of cancellation of the Agreement by the Purchaser/s for any reason whatsoever, the Promoter / Developer shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being cancelled by the Purchaser/s for any reason whatsoever, the Promoter / Developer, in addition and without prejudice to other remedies and rights and towards reimbursement and damages shall be entitled to retain, withheld and forfeit a minimum amount of Rs.50,000/- or 20% receipt of payment, whichever is higher from and out of the amount till then have been paid by the Purchaser/s to the Promoter / Developer and the Promoter / Developer shall be liable to repay only the balance amount (if any) as stated in the other part of this agreement However, the same shall be without any interest.

13. The Promoter / Developer herein shall give possession of the Said Unit to the Purchaser/s on or before 30 December 2020. The Promoter / Developer shall give possession only after payment of all dues payable by the Purchaser/s to the Promoter / Developer in pursuance of these presents and on the Purchaser/s fulfilling his/her/their part of the agreement.

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

I. Non-availability of steel, cement, other building materials, water or electric

supply, draught, floods.

- II. War, civil commotion or act of God.
- III. Any notice, order, rule, notification of the Government and / or other public or competent authority including the authorities under the Urban Land (Ceiling and Regulation) Act 1976, Collector, or any disputes or matters relating to the said property pending final determination by the Hon. Courts or any other Authorities.
- IV. Changes in any Rules, Regulations and Bye-Laws of various statutory bodies and authorities from time to time then affecting the development and the project.
- V. Delay in grant of any NOC / permission / licenses / connection / installation of any services such as lifts, electricity and water connections and meters to the Scheme / Unit, Road NOC from appropriate authority, delay in receipt of completion certificate.
- VI. Delay or default in payment of dues by the Unit / Flat Purchaser/s under these presents (without prejudice to the right of Promoter / Developer to terminate this Agreement under Clause 9 above).
- VII. Pendency of any litigation in any court of law.
- VIII. Any Stay and / or Injunction and / or Order of any Court or Authority.
- IX. Any act, event or happening beyond the control of the Promoter / Developer.
- X. Inability or delay due to various constituents in obtaining required clearance from local body and / or delay / interruption caused in revised layout sanction and or loading of FAR / TDR.
- XI. Any other cause beyond the control of the Promoter / Developer and of its agent as per the provisions of section of the MOF Act, the possession of the sold premises is not given by the aforesaid date then if mutually agreed upon between the parties to terminate this Agreement, this agreement shall stand terminated and the Promoter / Developer shall refund to the purchaser/s the amount already received by him in respect of the premises with simple interest thereon @ 12% per annum from the date the Promoter / Developer received the sum till the date of the repaid it with interest. Provided that by mutual consents if is agreed that the dispute whether the stipulations specified in sections of the MOF act have been satisfied or not will be referred to competent Authority or to any other person/s mutually agreed upon who will act as Arbitrator/s. Till the entire amount with interest is refunded by the Promoter / Developer to the Purchaser there shall, subject to

prior encumbrances, if any be a charge on the said premises.

The Promoter shall give possession of the Unit to the Purchaser/s on receipt of entire consideration and all such other charges, expenses etc. The unit is ready possession and the promoter had obtained final completion certificate . If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s on account of reasons beyond his control and of his agents, as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by him in respect of the Unit with simple interest at nine percent per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Purchaser/s they shall, subject to prior encumbrances, if any, be a charge on the said Unit.

14. Any alteration to the said Unit / Flat is not permitted to be done by the Purchaser/s. However, the Purchaser/s may make a specific request to the Promoter / Developer / Developer and upon obtaining such permission in writing, the Purchaser/s may make changes but by employing the services of the Promoter / Developer's Contractor only. Provided further that the Purchaser/s shall not carry out any alterations of whatsoever nature in the said Unit or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter / Developer, the defect liability automatically shall become void.

15. The Promoter / Developer has been guided by the directions and instructions of the Consultants in designing the building and has engaged a contractor of repute for executing the construction. In case of any act of nature or damage to building by explosion or act of war, or civil disturbances, arson, or happenings of similar nature the Promoter / Developer shall not be held responsible or liable for losses or damages that may be suffered by the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant).

The purchaser/s are hereby made aware by the Developer that amenities / infrastructure outside the premises will not be Developers responsibility. Such as maintenance of Access Roads, laying Water Supply Lines and pressure in the same as well Drainage Lines, Telephone and Electric Cables etc. all these comes under local governing bodies and the Developer won't be responsible for any problem about the above such services after possession is given.

Also once the possession is given to the purchaser/s or completion certificate is obtained, whichever is earlier, the purchaser/s hereby agrees to pay for all the services which he / she will be availing such as Water Supply, Electric Supply, security, generator set etc., used for his/her unit as well for the project as whole for all common facilities like Water Pumps, Lifts and any such as Drainage / Water Treatment Plant and other services, if any. The Developer is liable only to make

the arrangements for the services but the cost of the same will be paid by the purchaser/s only as per actual or as the bills produced by the Developer for the same.

16. The Purchaser/s shall use the said Unit for accommodation or any part thereof or permit the same to be used only for the purpose permitted by the Local Authority. He / she / they shall use the parking space (if allotted) only for the purpose for keeping or parking the Purchaser/s / buyer/s / assignee's / transferee's / mortgagee's / tenant's / occupant's own vehicle. The Purchaser/s / buyer/s / assignee / transferee / mortgagee / tenant / occupant is not permitted to park his / her / its / their Vehicle/s in any place other than allotted parking in the "Said Property" without prior written permission, approval, of the Promoter / Developer / Society / Apartment Association. Such approval by Promoter / Developer / Society / Apartment Association shall be valid only if be given by vote of 2/3<sup>rd</sup> majority of residents. The said Unit / Flat is sold for the purpose of residence. The Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) shall not change the purpose of use of the said Unit / Flat without express written consent of the Promoter / Developer and/or approval of the concern Local Authority.

17. The Purchaser/s along with other Purchaser/s of Unit/s / flat/s / office/s etc. on completion of all the building/s of the entire project/ adjoining amalgamated land shall join in forming and registering an association of Unit / Flat purchaser/s and also from time to time sign and execute all the applications for registration and / or membership and other papers and documents necessary for the formation and registration of such body including the bye-laws of the proposed association of flat purchaser/s and duly fill in, sign and return to the Promoter / Developer within 15 days of the same being forwarded by the Promoter / Developer to the Purchaser/s, so as to enable the Promoter / Developer to register the Organization / society of the Purchaser/s under section 10 within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the bye-laws or the Memorandum and / or articles of Association if the same are required to be made by the Promoter / Developer as per their commitments to various persons and / or if it is required by any other Competent Authority. It shall be the sole discretion of the Promoter / Developer either to form apartment association or Co-op. Housing Society as the Promoter / Developer may deem fit and the Unit / Flat Purchaser/s shall not object for the same.

18. Considering the convenience of the Society, \_\_\_\_\_ **Car Parking Space** has been preferably kept for the purchaser/s only for exclusive use of his car parking purpose without taking any consideration in any form. Similar arrangement has been done for other flat holders / Resident / Occupier of the society also. Further, the Developer / Promoter have expressly and clearly made the fact known to the Purchaser/s herein, that society has been formed and it is entitled and authorized to change / alter / revise the arrangement for the open / covered parking spaces and the decision taken by the society shall be binding upon the Purchaser/s. The Purchaser/s hereby agrees for this arrangement and do hereby agree to indemnify

and to kept indemnified the Developer / Promoter from any compensation / suits / legal consequences in future arising out of the same;

19. It is hereby agreed that the Purchaser/s shall be liable to bear and pay to the Promoter / Developer, or to such person/s as may be nominated by the Promoter / Developer as provisional monthly contribution of Rs.3.5/- computed per square foot on built-up area in respect of the said flat towards his / her / its / their share of outgoings. Further that liability shall continue till an Apartment Association / Society / Apex body / ultimate body of Flat purchaser/s is formed and registered and the Said Property and the building or the administration of the building/s is handed over or transferred to the Association / Society. By words 'share of out goings' shall mean expenses that are generally incurred for paying local taxes, non-agricultural taxes, revenue cesses, betterment charges, levies / taxes / demands imposed by Local Authority and/or government in common. The word 'share of outgoings' shall also mean expenses incurred for payment of water charges / bills, common lighting, repairs to building/s, repair of equipments / installations (such as lifts, water pumps, generator set, transformer, antenna, cable connections, etc.), payment of annual maintenance contracts / fees, consumables, salaries of guards, chowkidars, security/ies, sweepers, clerks, bill collectors and all other expenses necessary and incidental to the management and maintenance of the Said Property and/or building/s. It is further provided that the Promoter / Developer at his own discretion is entitled to revise the said rate of Rs. 3.5/-. Or demand lump sum additional payment in case the amount held with the Promoter / Developer is found to be insufficient to pay the out-standing/s / outgoings. The Purchaser/s shall not hold the Promoter / Developer responsible for any inconvenience caused due to non-availability of funds with the Promoter / Developer or non-payment of dues by the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) sufficient to pay and/or settle outstanding bills. The amounts so paid by the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) shall not carry any interest and remain with the Promoter / Developer or concerned person as the case may be until a conveyance is executed in favour of the unit purchasers as aforesaid. After deducting the expenses for the aforesaid purposes, the remaining balance, if any, shall be paid by the Promoter / Developer or the concerned person to the Association / society within one month of the date of conveyance as aforesaid, and if any dues or over expenses are incurred for aforesaid purposes, the same shall be proportionately paid by the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) to the Promoter / Developer or concerned person prior to the Final Conveyance Deed as aforesaid. The Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. The Promoter / Developer at its discretion shall be entitled to

recover in advance twelve months contribution from the Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) prior to delivery of possession of the said Unit. The Purchaser/s agree/s that the Promoter / Developer shall not pay any outgoings for unsold flats / Sample flat. The Purchaser/s agrees not to demand any payment as Promoter / Developer's share towards such unsold flats / Sample Flats. Such waiver shall not preclude the Promoter / Developer from use of the common amenities for business promotional purpose, sales purposes, use of or by staff etc.

20. The Purchaser/s / buyer/s (assignee / transferee / mortgagee / tenant / occupant) himself / herself / itself / themselves or the persons into whosoever hands the said Unit may come doth hereby covenant with the Promoter / Developer as follows :-

A. To maintain the Unit at Purchaser's own cost in good tenable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the building in which the Unit is situated, staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local authority or change/alter or make addition in or to the building in which the Unit is situated and the Unit itself or any part thereof.

B. Not to store in the Unit any goods which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the common passages or any other structure of the building in which the Unit is situated, including the entrance of the building in which the Unit is situated, and in case any damage is caused to the building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

C. To carry at his/her/their own costs all the internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer/Builder to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and /or other public authority. But the purchaser/s under no circumstances shall be allowed to change the external elevation/color scheme of the said unit and/or the buildings. However the Developer/Builder shall be allowed to change the color scheme of the said unit/buildings.

D. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of thereof, nor any alteration in the elevation and outside color scheme of the said Unit and shall keep the portions, sewers, drain pipes, in the Unit and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect then other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC parts or other structural members in the Unit without the prior written permission of the Developer/Builder and/or the Society.

E. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said property and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

F. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the Said Property and the building.

G. Pay to the Promoter / Developer within seven days on demand from the Promoter / Developer, his / her / its / their share of security deposit demanded by the concerned Local Authority or the Government for giving water, electricity or any other service connection/s to the building in which the said Unit is situated.

H. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other Public Authority on account of change of the user of the said Unit by the Purchaser viz., user for any purpose other than for specified purpose.

THAT the Purchaser/s/s hereby agrees that the Purchaser/s shall pay to the Promoters the Sales Tax or VAT or Service Tax (If applicable) or any other levies or taxes imposed by the State / Central Act or any other Act, Rule or Notification at the prescribed rates, if applicable, from time to time, on entire amount of this Agreement or any specific item therein including extra work, maintenance, M.S.E.D.C. L., etc. immediately on demand made by the Promoters and / or competent authorities.

The Purchaser/s also agrees that in the event, the rate for calculation of Service Tax increased or the definition of service tax is changed or due to any other reason, the amount paid by the Purchaser/s towards payment of service tax is found insufficient, upon such event, the Purchaser/s shall pay the difference amount, thereof to the Developer, immediately within 7 days, from the demand made by the Developer, irrespective of whether the possession of the said Flat is handed over or not by the Developer to the Purchaser/s.

I. The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser to the Developer/Builder under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser has intimated in writing to the Developer/Builder and obtained prior written consent of the Developer/Builder for the same which consent the Developer / Builder in his absolute discretion may grant or refuse.

**J.** The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Unit and for the observance and performance of the Building Rules, Regulations, and the bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and the use of the Unit and shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with the terms of this agreement.

**K.** The Purchaser shall permit the Developer/Builder and their Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and the Buildings or any part thereof to view and examine the state and condition thereof.

**L.** The Purchaser shall not in any event dry/hang close etc. outside the parapet walls of the building as it severely damages the external paint of the building and causes inconveniences to lower floor. Also Purchaser shall not hang/fit any wires, cables, antenna, pipes, etc. on outer elevation of the building.

**M.** The Purchaser will not construct any terrace garden, lawns, flower bed, etc. which may lead to any leakage problems or damages to walls, flowerpots will not be allowed on external projection of windows or on terrace, parapets, etc. Not to obstruct the development work for any reason and in any way.

**N.** In the event of the Promoter / Developer carrying out any work of additions and / or alterations as per instructions of the Purchaser/s to keep the Promoter / Developer harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof.

**O.** Not to effect any construction or erect any structure in the garden area or in the parking area.

**21.** Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Unit and/or any part thereof. The Purchaser shall have no claim save and except in respect of the Unit hereby agreed to be sold to him/her/them and all open spaces, parking spaces, recreation spaces etc., will remain the property of the Developer/Builder until the said land and Building/s is/are transferred to the Society as hereinbefore mentioned. The Developer/Builder is absolutely entitled to dispose off or grant permission/license or deal with any other mode and manner of such open spaces, parking spaces, amenity space, recreation space, hoarding space, canopies and/or said property etc. unto and in favour of any individual or other Purchaser, subject to such terms and conditions as may be stipulated by the Developer herein, at its sole discretion and

choice, for which the Purchaser hereby grants and is always deemed to have granted his/her/their consent.

22. The Purchaser/s agree/s and confirm/s that the Promoter / Developer has taken guidance of various Consultants in designing the building and has engaged contractor of repute for executing the construction work. In case of any damage to the building due to act of nature or by explosion, war, civil disturbances, arson or happenings of similar nature, the Promoter / Developer shall not be held responsible or liable for such damages to the building and the losses or injury suffered by the Purchaser/s.

23. The Purchaser/s shall present this Agreement at the proper registration Office for Registration within the time limit prescribed by the Registration Act, and the Developer/Builder will attend such office and admit the execution thereof.

24. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A.D./Under Certificate of Posting at his/her/their address specified hereinabove.

25. The Developer/Builder shall have absolute right to raise loan against the security of the said property excluding the Units which are agreed to be sold to the respective buyers by respective agreement.

26. The Developer/Builder alone shall be entitled to claim and receive compensation for any portion of the land/building that may be notified for set back and claim the F.S.I. and/or additional F S I, benefits and compensation available for areas under reservation for D.P. Roads, School, Playground, Community Centre etc.

27. The Developer/ Builder has right to arrange, amend or alter the declaration and Deed of Condominium and its bye-laws, as per the circumstances which may change in future, such as variation in percentage of undivided shares in the land, due to utilization of additional F.S.I., T.D.R. etc and the purchaser shall abide by it.

28. The Developer/Builder shall execute works such as electrical/ substation/garbage chute/ steam room/ elevators/ generator/fire fighting system/plumbing and drainage system and other works as per required specifications of local/government authorities. In case of any mishap/accident of any nature due to improper maintenance or on any grounds whatsoever, in such circumstances the Developer/Builder shall not be held responsible on any account for the same.

29. It is specifically understood that the brochure's, advertisements published by

the Developer/Builder from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement, vegetation and plantations shown around the building/schemes, vehicles etc to increase the aesthetic value only are not facts. These features/amenities are not agreed to be developed/provided. Also Developer/Builder has sole discretion to alter amenities provided in the brochure/sample Unit. Also any oral dialogue with any builder's representative as to any fact shall not be considered as legal offering/commitment. This agreement supersedes all other offers and this point is clearly and expressly understood and agreed by the Purchaser.

30. The area of the Unit is approximate. Any addition or reduction in the area over and above 3% shall be accounted for and in case of increase of the area the Purchaser shall be liable to pay to the Developer/Builder proportionate amount in addition to the consideration agreed hereunder and in case of reduction he/ she/ they shall be entitled for the proportionate deduction from the consideration agreed hereunder.
31. The Developer/ Builder has reserved the rights for installing hoardings, neon sign boards, mobile towers etc. on the said property described in SCHEDULE A, hereunder written or on the building/s to be constructed on the said property or on the terrace of the building/s. The Developer/ Builder may advertise for themselves or their sister concerns for their existing or future schemes or the Developer/ Builder have absolute rights to sell / to give on rental basis said rights to anybody as per its own choice. The Purchaser/s or their nominees or their Association of Apartment Owners or as the case may be, shall not object for whatsoever reasons and the Purchasers Association of Apartment Owners/Co-operative Society shall not claim any monetary consideration or any benefit in respect of installing hoardings, neon signs on the said property.
32. The Purchaser/s hereby authorizes and allows the Developer/Builder for changing the position of Road, Main Gate/Open space, Parking spaces other common amenities, Staircases, Underground/over ground water Tanks, Transformers, Garbage Bins, Septic Tank, Vermiculture plant, Bio-gas plant, Sewage Lines, Water Line etc., as per the Municipal/ town planning authorities/ Developer/Builder requirements. The Purchasers will not take any objection for the same.
33. The Developer/Builder has right to change internal/external plans, layout, height of building/project also Developer/Builder shall have sole discretion of utilizing open spaces in the manner they feel fit. Spaces earmarked for existing buildings/proposed developments are subject to revision at the sole discretion of the developer.
34. If, at any time Developer/Builder purchases any Neighboring property in that case Developer/Builder have full right of way, right of excess, right of laying water and drainage line, electricity line or to give right of way to any neighbors property for which purchaser will never object in any case or at any time. Developer/Builder are also has full right at any time to give right

of way to the neighbor to the property.

35. The Promoter / Developer has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter / Developer and the owner/s other than the terms and conditions expressly provided under this agreement.
36. The Purchaser/s shall make all the payments to the Promoter / Developer by Demand Draft only or by local cheques. If the Purchaser/s make/s the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter / Developer and to the extent the said amount is credited after deduction of commission of the concern Bank.
37. After the possession of the premises / building is handed over or after getting the completion certificate of the building from concerned Local Authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other flats / units in the said building at their own costs and the Promoter / Developer shall not be in any manner liable or responsible for the same.
38. Before delivery of possession of the said Unit the Purchaser/s shall satisfy himself / themselves about the correctness of the area of the said Unit and about the quality of construction work and specifications / amenities provided. Upon delivery of possession the Purchaser/s shall not be entitled to make any complaint thereafter and all the rights regarding the same shall be deemed to have been waived.
39. The Purchaser/s has / have hereby irrevocably authorized the Promoter / Developer to prepare the layout modification and building plans of the said property and to submit the same to the requisite authorities and obtain their sanction and/or to revise the plans and for the said purposes to sign all plans, applications, statements, consents etc. without in any manner making the Purchaser/s liable for any costs and affecting his / her / their interest.
40. The Purchaser/s understand/s and confirms that the Promoter / Developer is constructing the said building on the part of the "Said Property" by using the F.S.I. in respect of the "Said Property". The Purchaser/s agree/s and confirm/s that the Promoter / Developer has right to use the T.D.R., which he is entitled to use against the part of the "Said Property" on which the present building/s are constructed, on any other part of the "Said Property". In case the consent of the Purchaser/s is required for the above purpose the same shall be deemed to have been given irrevocably on the execution of this agreement and no separate consent letter / document or No Objection Certificate of the Purchaser/s shall be required to be obtained / procured.
41. In case of any dispute between the Promoter / Developer and the Purchaser/s

regarding any of the following issues the same shall be referred to the arbitration of a sole arbitrator. The Architect of the Promoter / Developer/s shall act as the sole arbitrator and his decision shall be final and binding on both the parties.

- I. Quality of construction work,
- II. Defective service by the Promoter / Developer,
- III. Delay in construction work and/or for execution of sale deed,
- IV. Alterations in the plan, layout of the said property.
- V. Parking arrangement,
- VI. Grant of exclusive uses, and

42. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the ottas or spaces in front of or adjacent to the units in the said building/s up to road if any may be exclusively allotted to the respective purchaser/s of such units or any one or more of them for their exclusive use as per the discretion of the Promoter / Developer. The said spaces if so allotted shall not be covered by the unit purchaser/s till the permission in writing is obtained from the concerned Local Authority and the Promoter / Developer or the Association of Flat Purchaser/s or Body Corporate. The said unit purchaser/s shall be entitled to fence the said exclusive area at his/her/their own risk and cost if so specifically permitted by the Promoter / Developer in writing. The said right of exclusive use shall be heritable and transferable along with the respective unit to which it belongs.
43. It is understood and agreed by the flat purchaser/s that attached terrace allotted to the flat purchaser along with the flat shall be for the exclusive use of the flat purchaser/s. The Flat Purchaser/s has / have made himself / herself / themselves aware of the prevailing rules and regulations pertaining to attached terraces. The Flat Purchaser/s undertake not to enclose the attached terrace under any circumstances. The Flat Purchaser/s undertake not to enclose such attached terrace without first obtaining prior written permission and approval and consent of the concerned Local Authority the Architect for the scheme and the Promoter / Developer. The Flat Purchaser/s undertake/s to obtain undertaking as it appears in this clause from his / her / their assignees, allot tees, transferees, lessees, owners or any person/s who occupy/ies the said flat under any arrangement whatsoever. Likewise, for areas shown as setouts, balcony Space/s, washing spaces, open balconies, dry balconies in sanctioned plan / annexure "C" attached hereto and sought to be enclosed proper prior permission approval and consent shall be taken by the purchaser/s and/or his tenants, leasees, assignees, allot tees, transferees and any such person who occupy/ies the said flat under any management whatsoever from the local body authority and society / association of flat owners / body corporate / company as applicable and the Promoter / Developer and the architect of the scheme failing which such action shall be illegal and any liability arising there from shall rest with the owner / occupier of the said flat. The flat purchaser/s undertake/s to obtain

undertaking as it appears in this clause from party as applicable and herein above contained.

44. It is understood and agreed by the Flat Purchaser/s that the terrace space on the top of the building shall not be common area unless otherwise agreed to by the Promoter / Developer. Such terrace space shall at all times belong to the Promoter / Developer of the Building. The Flat Purchaser/s agree/s that the Promoter / Developer shall have exclusive unhindered right ownership and privilege to use, lease, assign, rent, such open terrace space for the purpose of installing hoardings, neon signs, transmission equipment, antennae of sorts or advertising material or for any other purpose with / without consideration to any person/s / party / parties at his own discretion and receive consideration / compensation / rent / monies under any other heads from such person/s / party/ies without liability or need to either give or pay any royalty or compensation or benefit or privilege in any form to the individual flat purchaser/s / buyer/s (assignee/s / transferee/s / mortgagee/s / tenant/s / occupant/s) and / or Association/s / and / or body corporate and / or association of flat purchasers.
45. It is also understood and agreed by the Flat Purchaser/s that the Promoter / Developer shall have unhindered right of access to the terrace on top of the building and such right and authority shall also stand given and provided to such person/s to whom use has been permitted by the Promoter / Developer in terms of the preceding clause and the Flat Purchaser/s shall not deny, prevent, obstruct or in any other way cause hindrance to the Promoter / Developer or such person/s as may be authorized by the Promoter / Developer and / or representing them and / or person to whom use of terrace space has been granted by the Promoter / Developer in any form whatsoever.
46. The Promoter / Developer may at his discretion, accord / permit / grant to the body corporate / Association of Flat Purchaser/s such permission as may be necessary to install common TV antenna, satellite dish for the exclusive use of such body. Such permission granted by the Promoter / Developer shall not be transferable.
47. It is understood / agreed by the Flat Purchaser/s that the Flat Purchaser/s is / are aware and agree/s that the Promoter / Developer has retained with him the right to consume any additional F.S.I. / F.A.R. / T.D.R. that is available and / or consumable or obtainable by adding additional floor/s to the building without providing any compensation or benefits to the Flat Purchaser/s or Association of Flat Purchaser/s or Body Corporate as the case may be. The Flat Purchaser/s understand/s, agree/s and confirm that the Promoter / Developer shall at all times be entitled to enjoy and / or sell / transfer / assign such right to successors in title / transferees / assigns. Similarly if any additional F.S.I. / F.A.R. / T.D.R. is obtainable against land under the buildings or in revised calculations of F.S.I. consumed for the buildings the same is consumable only by the Promoter / Developer or his transferees or assigns on any other plot of land as per his determination, convenience, need and desire.

48. All undertakings given by the Promoter / Developer to the concerned Governmental authorities shall be binding on the Flat Purchaser/s.
49. The Scooter and Car Parks are not the common areas and each car / scooter park will be allotted to specific flat / unit purchaser/s by the Promoter / Developer as per his choice and discretion. Unallotted parking spaces under stilt shall remain in the possession of the Promoter / Developer unless formally and individually conveyed to Association / Society / Apex Body / Ultimate Body of Purchaser/s or other person/s.
50. All the amounts to be paid under this Agreement are to be paid in the name of "M/s Shivsagar Promoters & Developers" and the payments thereof so made shall give discharged to the Purchaser regarding the payment of the agreed consideration hereunder. It is further agreed that the name of the Project is "EPIC" and the respective Building or Wing shall be designated by the DEVELOPER, as per the convenience and the same shall not be changed.
51. Any exclusive use allotted by the Promoter / Developer either of the terrace, car park, open space or of any other portion shall be subject to the right of the Association / Society / Apex Body / Ultimate Body and its agents of use of the same for the specific purpose and to the extent necessary for maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc.
52. The Promoter / Developer at its discretion shall be entitled to amalgamate the Said Property described in the First Schedule hereunder written with the adjoining plots / land and to jointly carry out the scheme and in the said event from time to time change / prepare the layout, change the locations of the buildings and open spaces (if any) and internal roads (if any) and get them sanctioned from proper authorities and to do all such other acts as may be required by the Promoter / Developer or legal provisions applicable thereof. The Purchaser/s has / have given irrevocable consent for the same and No Objection Certificate if required to be produced is deemed to be given by and on execution of this agreement.
53. If any portion of the Said Property adjoining the existing road is or will be reserved for the purpose of road widening or D.P. Road then the corporation may pay the compensation there for in terms of additional F.S.I. in respect of the said portion under the road widening to be utilized in the remaining portion of the Property or in any other property by floating the F.S.I. In such an event and as and when such FSI is granted, the Promoter / Developer shall be entitled to use the same for additional built up area in the Said Property either by way of construction of new building or extension of the buildings which are presently permitted or in any other property as per the discretion of the Promoter / Developer. The Purchaser/s has / have hereby given his / her / their irrevocable consent there for and the Promoter / Developer shall be entitled to revise the plans, get the same sanctioned from LOCAL AUTHORITY, construct the additional units permitted by LOCAL AUTHORITY and to allot / sell them to various persons. The Purchaser/s

shall have no objection for the said new allottees to be admitted as members of the Association. If the Corporation refuses to permit the grant of such additional FSI in respect of the area under road widening then the Promoter / Developer alone shall be entitled to receive in his own name the compensation in respect thereof and to issue receipts for the same.

54. The Promoter / Developer shall be entitled to use the present un-utilized and / or additional built up area / F.S.I. in respect of the "Said Property" in any other property by floating the same and / or in the same Land as and when the same is permitted either by way of construction of new building or extension of the building as may be permitted. Likewise the Promoter / Developer shall also be entitled to use F.S.I. pertaining to other property on this Property as and when permitted by Corporation. The Purchaser/s has / have hereby given his / her / their irrevocable consent there for and the Promoter / Developer shall be entitled to revise the plans, get them sanctioned from LOCAL AUTHORITY construct the additional units permitted by Corporation and to allot / sell them to various persons. The Purchaser/s shall have no objection for the said new allottee to be admitted as members of the Association / society / Apex Body / Ultimate Body. The Association / Society / Apex Body / Ultimate Body shall get the new transferees admitted as its members. The Promoter / Developer shall also be entitled to transfer or assign the said right to any other person. The said property shall be conveyed subject to the said right.
55. The flat / unit Purchaser/s agree/s that the Promoter / Developer shall not be eligible for payment of any charges to the Association for admitting such individuals who have purchased flat directly from the Promoter / Developer and that the Association shall grant NOC on demand for surveying various purposes however NOC required to be produced before the Registering Authority is deemed to have been given at the execution of this agreement and no separate document is to be obtained by Promoter / Developer from the Association.
56. The Purchaser/s hereby irrevocably authorize the Promoter / Developer to represent him / her / them before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter / Developer in this regard shall be binding on the Purchaser/s. The Promoter / Developer may till the execution of the final conveyance represent the Purchaser/s to do all the necessary things / acts in all the departments of the LOCAL AUTHORITY, Collectorate, Road, Water, Building Tax assessment etc. and the same shall stand ratified and confirmed by the Purchaser/s herein and no separate NOC or consent letter shall be required to be produced.
57. The Promoter / Developer herein shall be constructing building/s on the "Said Property" in phases and the Purchaser/s herein undertake not to raise any objection on any ground whatsoever including nuisance or shall not obstruct the construction in any manner. The Purchaser/s hereby gives his / her / their irrevocable consent for revision / amendment of the building / layout or elevation plans as and when required by the Promoter / Developer. The Promoter / Developer shall be entitled to make use of the water tank and

the backup generator in the said building for any purpose as they may desire and the Purchaser/s has / have given their free and irrevocable consent to the same.

58. It is specifically agreed between the Parties that even if the Association of all the unit holders is formed and registered and conveyance is completed the Promoter / Developer will not be liable or required to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flats. Also the allottee of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.
59. The Promoter / Developer is and shall be entitled to exclusively retain the open spaces in the layout in the land more particularly described in the First Schedule hereunder given and/or under the entire layout. The Promoter / Developer shall be entitled to avail the F.S.I. that may be granted on the said open space and construct thereon a recreational / cultural hall or any other construction as may be decided by the Promoter / Developer in its absolute discretion and retain the same for its exclusive use and ownership the said hall etc. and open space/s shall exclusively belong to the Promoter / Developer. The Promoter / Developer at its discretion may allow the use thereof for such use and consideration as the Promoter / Developer in its absolute discretion may decide and the Purchaser/s has / have hereby given his / her / their irrevocable consent thereof.
60. Any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Developer under this Agreement shall be deemed to have been paid by the Purchaser/s and received by the Promoter and acknowledged / credited by the Developer, only upon Purchaser's submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site / record. Such certificate shall be given by the Purchaser after end of every financial year on or before 30<sup>th</sup> April regarding the payments made during the said previous financial year or before delivery of possession whichever is earlier. Non compliance of the terms of this clause shall be treated as non-payment or default on the part of the Purchaser and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Flat until Purchaser complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the purchaser shall on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the Purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

61. It is hereby made clear that the organization / Society of all the Purchaser/s / Unit holders for the said scheme shall be an Association / Society / Apex Body / Ultimate Body of Unit / Flat Purchaser/s to be formed and registered under the provisions of the Maharashtra Apartment Ownership Act, 1970. Maharashtra Co-operative Societies Act, 1960, The Promoter / Developer and the Consenting Party may at their discretion and option decide to form a Association of each building separately or of all the buildings jointly in the land described in the First Schedule hereunder given and in the event of separate or more than one Association / Society being formed to form a separate Association or Organization or Society of such Associations / Society for management of common areas and facilities common in between such Associations. The decision taken by the Promoter / Developer and the Consenting Party in the matter and manner mentioned above shall be final and binding on the Purchaser/s. It is specifically agreed between the parties that the common areas, common facilities, garden or any other recreational area that may be developed by the Promoter / Developer shall be for the common use of all the apartment purchasers in all the building/s as may be constructed on the said property or in the building/s as may be constructed in adjoining property as will be developed by the Promoter / Developer, for which the Promoter / Developer has already acquired rights.
62. This agreement is executed by the parties hereto under the Maharashtra Ownership Flats Act, 1963 and stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule - 1, Article 25 (d). The Purchaser/s herein has paid stamp duty of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, livable on the conveyance, which is to be executed by the Promoter / Developer and the Owner/s / Consenting Party herein in favor of the Purchaser/s herein in respect of the said Unit / Flat / accommodation. If additional stamp duty or registration charges are required to be paid at the time of conveyance or in respect of this agreement, the same shall be paid by the Purchaser/s alone and the Flat / Unit Purchaser/s agree/s to the same.

### STAMP DUTY PARTICULARS

- (A) Scheme : EPIC
- (B) Location : Wagholi
- (C) Type : Flat
- (D) Number : Flat No. \_\_\_\_ in 'B' Wing
- (E) Carpet Area : \_\_\_\_ Sq. Mtrs. ( \_\_\_\_ Sq. Ft.)
- (F) Terrace : \_\_\_\_ Sq. Mtrs. ( \_\_\_\_ Sq. Ft. )
- (G) Consideration / Price : Rs. \_\_\_\_\_/-
- (H) Stamp Duty : Rs. \_\_\_\_\_/-
- (I) Registration Fee : Rs. \_\_\_\_\_/-

### SCHEDULE – I

An area admeasuring 1 Hectare 33 Ares, i.e, 10,033 sq.mtrs., from and out of all that piece or parcel of a ground or land within registration sub-district Haveli and within the local limits of Zillaparishad and Panchayat Samiti Haveli and Grampanchayat Wagholi, Revenue Jurisdiction Pune District bearing Gat No.1102 admeasuring 3 Hectares 67 Ares assessed at 12 Rs. and 75 paise and the said area is bounded as follows, that is to say:

|                         |   |                                                      |
|-------------------------|---|------------------------------------------------------|
| On or towards the EAST  | : | By Gat No. 1102(Part)                                |
| On or towards the SOUTH | : | By Gat No. 1103                                      |
| On or towards the WEST  | : | By Gat No. 1102(Part) of Mr.<br>Kailas Kale & Others |
| On or towards the NORTH | : | Keshanand Road                                       |

### SCHEDULE – II

An area admeasuring 89.33 Ares, i.e, 8,933 sq.mtrs., from and out of all that piece or parcel of a ground or land within registration sub-district Haveli and within the local limits of Zillaparishad and Panchayat Samiti Haveli and Grampanchayat Wagholi, Revenue Jurisdiction Pune District bearing Gat No.1102 admeasuring 3 Hectares 67 Ares assessed at 12 Rs. and 75 paise and the said area is bounded as follows, that is to say :

|                         |   |                                                      |
|-------------------------|---|------------------------------------------------------|
| On or towards the EAST  | : | By Gat No. 1102(Part)                                |
| On or towards the SOUTH | : | By Gat No. 1103                                      |
| On or towards the WEST  | : | By Gat No. 1102(Part) of Mr.<br>Kailas Kale & Others |
| On or towards the NORTH | : | Keshanand Road                                       |

SCHEDULE – II  
(DESCRIPTION OF THE FLAT)

Flat / Unit No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ Sq. fts., i.e \_\_\_\_\_ Sq. Mtrs., (Built-Up) including attached terrace admeasuring about \_\_\_\_\_ Sq. fts., i.e \_\_\_\_\_ Sq. Mtrs., enclosed balcony admeasuring about \_\_\_\_\_ Sq. fts., i.e \_\_\_\_\_ Sq. Mtrs. Dry balcony admeasuring about \_\_\_\_\_ Sq. fts., i.e \_\_\_\_\_ Sq. Mtrs. (Built-Up) situate on the \_\_\_\_\_ Floor in the Wing named 'B' of Project “**EPIC (PHASE – I)**” to be constructed on the said property mentioned in the First Schedule. The said Unit / Flat is more particularly shown in the plan hereto in Annexure – D.

**COMMON AREAS AND FACILITIES**

(a) COMMON AREAS AND FACILITIES :

(b) LIMITED COMMON AREAS AND FACILITIES :

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures in their respective capacities in the presence of witnesses within-signed on the day, month and the year first above written.

**SIGNED AND DELIVERED**

**By the within-named PROMOTER/DEVELOPER,**

M/s Shivsagar Promoters & Developers,

Through its Authorized Signatory

**Shri Deepak Pannalal Baldawa,**

**(PROMOTERS/DEVELOPERS)**

**SIGNED AND DELIVERED**

**By the within named**

**PURCHASER/S**

1. \_\_\_\_\_

2. \_\_\_\_\_

**SIGNED AND DELIVERED**

**By the within named OWNERS,**

- 1) Smt. Jijabai Tukaram Kale,
- 2) Shri Balasaheb Tukaram Kale
- 3) Sou. Kamal Balasaheb Kale
- 4) Shri Ganesh Balasaheb Kale
- 5) Shri Dattatray Tukaram Kale
- 6) Sou. Satybhama Dattatray Kale
- 7) Ku. Priyanka Dattatray Kale
- 8) Sou. Deepali Prashant Shinde
- 9) Master Rahul Dattatraya Kale
- 10) Shri Bajirao Tukaram Kale (Late)
  - A) Smt. Chanda Bajirao Kale
  - B) Shri Rohit Bajirao Kale
  - C) Shri Amit Bajirao Kale

through power of Attorney Holder  
M/s Shivsagar Promoters & Developers,  
Through its Partner

**Shri. Deepak Pannalal Baldawa**

**WITNESSES :**  
**in the presence of :**

**1) Name:....., Sign:.....**

**Address:.....,**

.....

**2) Name:..... Sign:.....**

**Address:.....,**

.....

**ANNEXURE – “E”**

**COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS  
AND FACILITIES**

**A] COMMON AREAS AND FACILITIES:**

1. The land described in the Schedule above (subject to the right of exclusive use of open space and car parks allotted or that will be allotted to various units).
2. The footings, RCC structures and main walls of the building.
3. Staircase column and lift (if any) in the building/s.
4. Common drainage, water and electrical lines.
5. Common ground water storage tanks and overhead water reservoirs and Plumbing machinery, pumps etc.
6. Compound walls, fencing and gates.

**B] LIMITED COMMON AREAS AND FACILITIES:**

1. Partition walls between the two units shall be limited common property of the said two units.
2. The Ground floor units shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Promoter / Developer at its discretion and as shown in the plan hereto annexed.

3. The scooter parks, car parks and basement (if any) and terrace on top of building and portions thereof will be allotted to specific unit purchaser/s by the Promoter / Developer as per their discretion or retained by the Promoter / Developer.
4. Terraces adjacent to the terrace flats shall exclusively belong to such respective flats if so specifically allotted by the Promoter / Developer.
5. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.

## **ANNEXURE – “F”**

### **(AMENITIES AND SPECIFICATION OF THE UNIT)**

#### **I) AMENITIES**

1. Children Play Area.
2. Landscaped Garden.
3. Club House with amenities.
4. Yoga & Meditation Area.
5. Paved internal pathway.
6. Lifts with Power back up.
7. RCC Earthquake resistance structure.
8. Individual Lifts for each building.

#### **II) SPECIFICATIONS INTERNAL FINISHES & EXTERNAL FINISHES**

1. **Flooring:** Living room- vitrified flooring, bedroom & kitchen- ceramic tiles, balcony & toilets- anti skid ceramic tiles.
2. **Painting:** Oil bound distemper.
3. **Kitchen:** Granite working platform with S. S. sink, Ceramic dado tiles upto 2ft.
4. **Toilets:** Dado ceramic upto 7ft. Mixer with shower. EWC with flush tank, Hand washbasin.
5. **Doors:** All doors- flush painted.
6. **Windows:** Main door- decorative flush door with S.S. Fittings. Windows – aluminum powder coated window sills in marble, & safety grills in all apartments.

7. **Brick Work / Plaster:** Internal and External walls of 4"/6" thick with sand faced external plaster and neeru finished internal plaster.
8. **Electrification:** Concealed Electrification, adequate electrical points in every room.

**External Finishes:** Sand face plaster

Pradeep/con/agr/rera/ SHIVSAGAR - kale - wagholi - 1102