

AGREEMENT

This Agreement made at Pune on this ____ day of _____ in the year -----.

BETWEEN

M/S. SUYOG BUILDERS

A Registered Partnership Firm

Having its office at: - “Krishnai Apartment”,

Flat No.9, Above Hotel Sarja,

ITI Road, Aundh, Pune: - 411007.

PAN NO. ABDFS6381A

Through it's authorized partners

1. MR. GORAKSH VITTHAL BHOR

Age: - 43 Years, Occu.: - Business and Agriculturist

R/At: - Vishakha Apartment,

Flat No.4, Baner Road, Pashan,

Pune: - 411008.

2. MR. RAJENDRA GANPAT ZUNJARRAO

Age: - 54 Years, Occ.: - Business and Agriculturist;

R/at: - Flat No.1, Shreenivas Garden, Plot No. 530,

CTS No. 1145, Shivajinagar, Pune: - 411016.

.... Hereinafter referred to as **“THE SAID OWNER No.1 /DEVELOPER”** (Which expression shall unless repugnant or contrary to the context or meaning thereof shall mean and include its present Partners, their heirs, executors, administrators and assigns, etc.,)

----PARTY OF THE FIRST PART

AND

Age – _____years, Occupation: _____

(PAN NO.:_____)

R/at:_____

_____.

.... Hereinafter called **“THE PURCHASER”** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors and administrators etc.)

---- PARTY OF THE SECOND PART

AND

MR. VISHAL VEDAN VYAS, Age: - 41 Yrs., Occ.: - Service, R/at: - 143, Anand Nagar, Sangvi, Pune: - 411027.

Through his Constituted Attorney M/S. SUYOG BUILDERS, through it's authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the **"SAID OWNER No. 2"** (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns)

---- PARTY OF THE THIRD PART.

AND

1) MRS. LALITA JEEVAN PATIL

Age: - 65 Yrs., Occ.: - Housewife,

2) MR. ANIL JEEVAN PATIL

Age: - 41 Yrs., Occ.: - Doctor,

both R/at: - 512, Shitolenagar,

Sangvi, Tal. Haveli, Dist. Pune.

Through their Constituted Attorney M/S. SUYOG BUILDERS, Through it's authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the **"SAID OWNER No. 3"** (which expression unless repugnant to the context or

meaning thereof shall mean and include their heirs, executors, administrators and assigns)

---- PARTY OF THE FOURTH PART.

AND

MR. KETAN CHANDRAKANT MEHTA

Age: - 51 Yrs., Occu: - Business and Agriculturist,
R/At: - Plot No. 17, ShivajiChouk,
Kolhapur.

Through his Constituted Attorney M/S. SUYOG BUILDERS, through it's authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 4**" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns).

---- PARTY OF THE FIFTH PART.

AND

1) MR. RAJU BABULAL ANDANI

Age: - 51 Yrs., Occu: - Business and Agriculturist,

2) MR. KISHOR BABULAL ANDANI

Age: - 59 Yrs., Occu: - Business and Agriculturist,

No. 5 and 6 both R/At: - "SAJANAND",

Laxminagar, Tebalabai, Relwaygate, Kolhapur.

Through their Constituted Attorney M/S. SUYOG BUILDERS, through it's authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 5**" (which expression unless repugnant to the context or

meaning thereof shall mean and include their heirs, executors, administrators and assigns)

---- PARTY OF THE SIXTH PART.

AND

MR. PRADIP RANCHADDAS PATEL

Age: - 53 Yrs., Occu: - Business and Agriculturist,

R/At: - "Madhura", Aditya Apartment,

1132, 'E' Ward, Sykes Extension, Kolhapur.

Through his Constituted Attorney M/S. SUYOG BUILDERS, through its authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARAO

.... Hereinafter referred to as the "**SAID OWNER No. 6**" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns)

---- PARTY OF THE SEVENTH PART.

AND

MR. PANKAJ VIJAY CHOUDHARI

Age: - 37 Yrs., Occu.: - Service,

R/at: - 5, Bhuvaneshwar Society,

Pashan Road, Pune: - 411008.

through his Constituted Attorney M/S. SUYOG BUILDERS, Through its authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARAO

.... Hereinafter referred to as the "**SAID OWNER No. 7**" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns)

---- PARTY OF THE EIGHTH PART.

AND

MRS. ASHA VIJAY CHOUDHARI

Age: - 67 Yrs., Occu.: - Business,

R/at: - 5, Bhuvaneshwar Society,

Pashan Road, Pune: - 411008.

Through his Constituted Attorney M/S. SUYOG BUILDERS,
through it's authorized partners MR. GORAKSH VITTHAL
BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 8**"
(which expression unless repugnant to the context or
meaning thereof shall mean and include her heirs,
executors, administrators and assigns)

---- PARTY OF THE NINTH PART.

AND

MRS. NEELAM TARUN MALIK

(MAIDAIN NAME: - NEELAM VIJAY CHOUDHARI)

Age: - 34 Yrs, Occu.: - Home Maker,

R/at: - 4119-SUFFOLK WAY PLEASANTON CA – 94588,

United States of America.

Through her Constituted Attorney M/S. SUYOG BUILDERS,
through it's authorized partners MR. GORAKSH VITTHAL
BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 9**"
(which expression unless repugnant to the context or
meaning thereof shall mean and include her heirs,
executors, administrators and assigns)

---- PARTY OF THE TENTH PART.

AND

MR. VIJAY RAJARAM CHOUDHARI

Age: - 67 Yrs., Occu.: - Business,

R/at: - 5, Bhuvaneshwar Society,

Pashan Road, Pune: - 411008.

Through his Constituted Attorney M/S. SUYOG BUILDERS,
through it's authorized partners MR. GORAKSH VITTHAL
BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 10**"
(which expression unless repugnant to the context or
meaning thereof shall mean and include his heirs, executors,
administrators and assigns)

---- PARTY OF THE ELEVENTH PART.

AND

MRS. MEGHA MAHESH PATIL

Age: - 56 Yrs., Occu: - House Wife,

R/At: - 5, "Shivasadan", SenadattaPeth, Pune: - 411030

through his Constituted Attorney M/S. SUYOG BUILDERS,
through it's authorized partners MR. GORAKSH VITTHAL
BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 11**"
(which expression unless repugnant to the context or
meaning thereof shall mean and include her heirs,
executors, administrators and assigns)

---- PARTY OF THE TWELTH PART.

AND

MR. HARSUKH RAMJIBHAI PATEL

Age: - 52 Yrs., Occu: - Business and Agriculturist,

R/At: - A-40 B, Prasang Residency,

Near Hotel PGB, Opp. Green Park Apartment,

Adajan Pal Road, Surat.

Through his Constituted Attorney M/S. SUYOG BUILDERS, through it's authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 12**" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns)

---- PARTY OF THE THIRTEENTH PART.

AND

MR. KAILAS BABURAO KOTHIWALE, Age: - 61 Yrs., Occu.: - Service, R/At: - B/101, Pride Green field, Near Nandgude International School, 80' DP Road, Vishal Nagar, Jagtap Dairy, Pune: - 411027

Through his Constituted Attorney M/S. SUYOG BUILDERS, through it's authorized partners MR. GORAKSH VITTHAL BHOR and MR. RAJENDRA GANPAT ZUNJARRAO

.... Hereinafter referred to as the "**SAID OWNER No. 13**" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns)

---- PARTY OF THE FOURTEENPART

WHEREAS;

1. All that piece and parcel of the land bearing Survey No. 176 Hissa No. 1/7A, totally admeasuring an area about 00 Hector 40 Ares, assessed at Rs. 01 Paise 00, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the registration jurisdiction of Sub-Registrar

Haveli, Pune out of which subject matter of the present deed is, an area admeasuring about 00 Hecter 37.46 Ares.

2. All that piece and parcel of the land bearing Survey No. 176 Hissa No. 1/8A, totally admeasuring an area about 00 Hecter 40 Ares, assessed at Rs. 01 Paise 00, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune.
3. All that piece and parcel of the land bearing Survey No. 176 Hissa No. 1/1, totally admeasuring an area about 00 Hecter 94 Ares, assessed at Rs. 2 Paise 41, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune out of which subject matter of the present deed is, an area admeasuring about 00 Hecter 10.60 Ares.
4. All that piece and parcel of the land bearing Survey No. 127 Hissa No. 1, totally admeasuring an area about 03 Hecter 66.05 Ares, assessed at Rs. 06 Paise 98, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune, out of which subject matter of the present

deed is, an area admeasuring about 00 Hector 05.94 Are.

The properties described in Para No. A) I. to IV. hereinabove totally admeasuring an area about 00 Hector 94 Are, (which is more particularly described in **Schedule-I** mentioned herein under and herein after jointly referred to as the **“SAID LAND”** for the sake of convenience only).

- I. The Developer has acquired the said land described in SCHEDULE-I in the following manner:-

SCHEDULE I-A

Sr. No.	Name of the Vendor	Survey No.	Area in Are	Details of Sale Deed
1	Smt. ShamaChandra mohanShinde and Another	176/1 /7A	00 Hector 04 Are	Sub-Registrar Haveli No. 19, Pune at Sr. No. 1024/2010 on 3/2/2010.
2	Smt. NamrataNarendr aKadam and Another	176/1 /7A	00 Hector 03 Are	Sub Registrar Haveli No. 19, Pune, at Sr. No. 6301/2010.
3	Mr. Vijay RajaramChoudh ari	176/1 /7A	00 H. 05 Are	Sub-Registrar Haveli No. 17, Pune at Sr. No. 2597/2015 on 24/4/2015

Sr. No.	Name of the Vendor	Survey No.	Area in Are	Details of Sale Deed
4	Mr. UddhavMurar Patel	176/1 /8A	00 H. 03 Are	Sub-Registrar Haveli No.19, Pune at Sr. No. 12288/2013
5	NirmalaRaghunathShinde And Another	176/1 /8A	00 H. 03 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 6301/2010
6	Mr. SumedhVidyadharKarandikar And Others	176/1 /8A	00 H. 10.77 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 6821/2009
7	Anjali BasavrajVazhirkar	176/1 /8A	00 H. 03 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 12371/2013
8	Mr. BabasahebDaulatraoChavan And Others	176/1 /8A	00 H. 06 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 3447/2010
9	Sushma Suresh Chavan	176/1 /8A	00 H. 3.20 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 409/2015
10	Mr. Vijay RajaramChoudhari	176/1 /8A	4 Sq. Mtrs.	Sale Deed dated 31.12.2014

Sr. No.	Name of the Vendor	Survey No.	Area in Are	Details of Sale Deed
11	Mr. Vijay Rajaram Choudhari	127/1	00 H. 14 Are	Sub-Registrar Haveli no. 25, Pune Sr. No. 1645/2013

SCHEDULE I-B

Sr. No.	Name of the Vendor	S. No.	Area In ARE	Details of Development And Power of Attorney
1	Mr. Vishal Vedan Vyas	176/1/7A	00 H. 5.60 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 9490/2013 and 9491/2013 on 02.08.2013
2	Smt. Lalita Jivan Patil And Another	176/1/7A	00 H. 4.54 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 12286/2013 and 12287/2013 respectively on 2/11/2013
3	Mr. Ketan Chandrakant Mehta	176/1/7A	00 H. 3.10 Are	Sub Registrar Haveli No. 18, Pune at Sr. No. 245/2012 and 246/2012 respectively on 10/1/2012

4	Mr. Raju Babulal Andani & Another	176/1/7A	00 H. 3.10 Are	Sub Registrar Haveli No. 18, Pune at Sr. No. 247/2012 and 248/2012 respectively on 06.01.2013
5	Mr. Pradip Ranchhoddas Patel	176/1/7A	00 H. 3.10 Are	Sub Registrar Haveli No. 18, Pune at Sr. No. 243/2012 and 244/2012 respectively on 10/1/2012
6	Mr. Pankaj Vijay Choudhari	176/1/7A	00 H. 02 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 12369/2013 and 12370/2013 respectively on 11.11.2013
7	Smt. Asha Vijay Choudhari	176/1/7A	00 H. 02 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 12367/2013 and 12368/2013 respectively on 11.11.2013
8	Smt. Nilam Tarun Malik	176/1/7A	00 H. 02 Are	Sub Registrar Haveli No. 25, Pune at Sr. No. 1643/2013 and 1644/2013 respectively on 21.11.2013
9	Mr. Vijay Rajaram Choudhari	176/1/7A	00 H. 02 .56 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 12745/2013 and 12746/2013 respectively on 22.11.2013

10	Mrs. Megha Mahesh Patil	176/1/ 8A	00 H. 3.40 Are	Sub Registrar Haveli No. 19, Pune at Sr. No. 12726/2012 and 12727/2012 on 07.11.2012
11	Mr. HarsukhRamjibha i Patel	176/1/ 8A	00 H. 03 Are	Sub Registrar Haveli No. 18, Pune at Sr. No. 5907/2012 and 5908/2012 respectively on dated 18/6/2012
12	Mr. Kailas BaburaoKothiwale	176/1/ 8A	00 H. 03 Are	Sub-Registrar Haveli No. 19, Pune at Sr. No. 14120/2012 and 14121/2012 respectively on 14.12.2012

SCHEDULE I-C

Sr. No.	Name of the Vendor	Gat No.	Area In ARE	Details of Exchange Deed and POA
1	M/s. SaiShraddha Associates	176/1/1, 176/7A, 127/1	00 H. 10.60 Are	Sub-Registrar Haveli No. 15, Pune at Sr. No. 5482/15, 5483/15 on 17.06.2015

- II. By virtue of various Development Agreement and Power of Attorney's executed & registered in the office of the Sub-Registrar, Pune & the Owners have authorized and empowered the designated partner/s, representative/s of the Developer/Owner No.1 to do

and execute or cause to be done and executed various acts, deeds, matters and things as stated therein in connection with construction of tenements on the said land, to sell the same to any intending/Prospective Purchaser/s, to enter into agreement to sell, to receive consideration and to do and execute and or cause to be done and executed all other acts, deeds, matters and things necessary to complete the transaction;

- III. The Developer/Owner No1/Owners are in possession of the said project land; and entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;
- IV. The Developer/Owner No1 thereafter has taken TDR from Mr. DattatrayaRamdasDashpute in respect of an area admeasuring 4428 Sq. Mtrs. The said Deed of Transfer of TDR dated 27.03.2017 is duly registered in the office of Sub-Registrar Haveli No. 19, Pune at Sr. No. 2870/2017.
- V. The Developer/Owner No.1 had applied to the Collector, Pune and has also obtained requisite sanction to use the Land admeasuring 9400 Sq. Mtrs. for the purpose of non agricultural use, and the Collector, Pune, has accordingly granted permission to that effect in favour of the Developer by passing order PCMC/NOC/SR/255/2015 to that effect on 31.12.2015, subject to certain conditions which are mentioned in the Said Order.
- VI. The Developer herein has decided to construct buildings in Phase wise manner consisting of 4 buildings consisting of tenements on the said land and to sell such tenements to different persons on ownership basis. Accordingly, the said developer for himself and as constituted attorney of the said owners, had prepared layout of building plans of the various

buildings, to be constructed on the said land, and sanction to the same is obtained from Pimpri Chinchwad Municipal Corporation bearing No.BP/WAKAD/104/2015 to that effect on 6/07/2015. The said Developer has thereafter revised the building plans from Pimpri Chinchwad Municipal Corporation vide its order No.BP/WAKAD/220/2015 on 30/12/2015, and also have obtained revised sanctioned from Pimpri Chinchwad Municipal Corporation bearing No.BP/WAKAD/112/2017 to that effect on 10/07/2017.

VII. The Developer herein has decided to construct buildings consisting of various Units on the said Land and to sell such Units to various individuals/person on ownership basis. Accordingly, the said Developer prepared layout of building plans of the various buildings to be constructed on the said Land, and sanction to the same is obtained from Pimpri Chinchwad Municipal Corporation.

VIII. Being Developer of the Said Land, in light of Development Control Rules applicable to the Said Land, the Developer herein intends to develop ownership scheme on the Said Land under name and style "**SUYOGSPACE**" which is a residential/commercial project. The Developer has got prepared Master Layout Plan, for the Said Land, hereinafter is referred "**THE SAID MASTER LAYOUT PLAN**". As per Said Master Layout Plan, the Said Land is subdivided in to 4 buildings out of which Building No. A and B are residential buildings and out of Building No. C and D 1st and 2nd floors are Commercial and rest floors are Residential floors, said Master Layout Plan also includes area under Open space, and

area under pathway, area under D.P road and area for transformer.

- IX. The said developer is developing the said land in Phase wise manner. The said developer is developing the Phase-I on the said land. The Phase –I Suyog space consist of 2 Buildings namely Wing A, Wing B, whereas Wing-A consisting of Parking floor + 12thFloor, Wing -B consisting of Parking floor + 12thFloor, in the Project namely SUYOG SPACE on the Said Land (which is more particularly delineated in the layout attached herewith) and the buildings in the Phase-I are referred as "THE SAID BUILDINGS". The Developer in future is planning to add one more floor on all buildings in Suyog Space after obtaining necessary sanctions from Competent Authority. The Developer herein further has decided to construct the building/wings on the Said Project in phases, in other word some building/wings will be constructed initially and remaining building/wings will be constructed and completed thereafter as per receipt of sanction from the Pimpri Chinchwad Municipal Corporation.
- X. (i) Open space consists of Club house, Jogging track, Children's Play Area, Party lawn, Gymnasium.society office in Parking floor (ii) 4 Buildings namely Wing A, Wing B, Wing C, Wing D, whereas Wing-A consisting of Parking floor + 12thFloor, Wing -B consisting of Parking floor + 12thFloor, known as **"SUYOG SPACE - PHASE-I"**andwith further/future proposed expansion of Buildings or as may be permitted by the Pimpri Chinchwad Municipal Corporation from time to time with addition of floors in the Proposed Buildings as well as further expansion in the Proposed Buildings and the Purchaser/s /Allottee/s is/are not entitled to and shall not object to such construction for any

reasons whatsoever and howsoever arising, at any time hereafter.

- XI. Presently entire project is comprising of area admeasuring 9400 Sq. Mtrs., consisting of 4 Buildings, area Open space, and area under drive way, pathway, and hereinafter collectively referred to as "**THE SAID ENTIRE PROJECT**" The Said Entire Project being, Project of 4 buildings and proposed building if any, collectively known as "**SUYOG SPACE**" Which is hereinafter referred to as "**THE SAID PROJECT**"
- XII. The Developer has in compliance with rules, regulations and restrictions of concerned local authority which are to be observed and performed by the Developer while constructing /developing the said project has accordingly commenced construction/ development of the same.
- XIII. The Purchaser/s herein has/have demanded from the Developer and the Developer has given inspection to the Purchaser/s of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Developer's Architect. After the Purchaser/s aforesaid enquiry and demand of inspection of documents, the Developer herein has requested to the Purchaser/s to carry out independent search by appointing his/her/their may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Developer herein. The Purchaser/s has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Developer herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due

diligence and after being well conversant with the disclosures, documents, etc. and the Said Project as well as Unit/s in the Said Project, the Purchaser/s has decided to purchase one Unit in the Said Project, alongwith the appurtenances thereto is more particularly described in “**SCHEDULE _____**” writtenand hereinafter referred as “**THE SAID UNIT**”.

- XIV. The Purchaser/s has/have demanded and has also taken inspection of the orders and approved plans, commencement certificate, revised commencement certificate issued by the concerned local authority and other relevant documents and papers including interalia the 7/12 Extract, NA Order, Municipal Assessment Bills, Land Register Cards, TDR Document and all other documents required to be furnished to the Purchaser/s by the Developer under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “the MOFA”) and Real Estate (Regulation and Development) Act 2016 and the Rules made thereunder and further the Developer has given inspection of the Existing Building Approvals to the Purchaser/s and have clearly brought to the notice and knowledge of the Purchaser/s herein that the Proposed Buildings will have additional floors (then what is presently approved) by availing permitted increases in Floor Space Index, transferable development rights and other sanctions and approvals from time to time. Such expansions and extensions are clearly brought to the notice and knowledge of the Purchaser/s herein and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the

facts and after inspecting the aforesaid and other relevant documents and papers.

- XV. The Said Land, with Said Master Layout Plan of the Said Project is shown on the plan annexed hereto as **ANNEXURE 1**. The present sanction plan of the said Building which is for the part of the aforesaid Said Master Layout Plan, is annexed hereto as **ANNEXURE 2**. The Floor Plan showing the Said Unit is annexed hereto as **ANNEXURE 3**. The specifications for the Unit are annexed herewith as **ANNEXURE 4**. The Common areas and facilities which shall be provided for the Said Project is annexed herewith as **ANNEXURE 5**. Copy of the sanction letter/ commencement certificate issued by PCMC is annexed hereto as **ANNEXURE 6**. The N. A. Order is annexed hereto as **ANNEXURE 7** and the Copies of 7/12 extract of the Said Land is/are annexed hereto as **ANNEXURE 8** to Copy of the Certificate of the title, issued by the Advocate of the Developer/Owner No.1 is annexed hereto as **ANNEXURE ____**.
- XVI. The purchaser has independently made himself aware about the specifications provided by the Developer and he is aware of the limitation, usage policies and maintenance of the installed items, fixtures and fitting of the same and have been annexed.
- XVII. The Purchaser/s has been shown the conditions of contracts with the Vendors/contractors/manufactures and workmanship and quality stands of products/fittings and fixtures as agreed between Developer and the vendors and on independently verifying the same the Purchaser/s has agreed to the same as conditions mentioned in these contracts and that the Purchaser/s agrees to abide by the same

failure of which shall absolve the Developer to that extent.

- XVIII. On demand from the Purchaser/s, the Developer has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Developer 's Architects **“Projection Studio”** registered with the Council of Architect of India having office at AG Technology Park, Gaikwad Avenue, Off ITI Road, Aundh, Pune, and of such other documents as are specified under the Maharashtra Ownership Flat Act, 1963 (hereinafter referred to as the said “MOFA”) and Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said RERA Act") and the Rules and Regulations made thereunder;
- XIX. The Developer/Owner No.1 has appointed **“3d Prime Designners Pvt. Ltd.”** having its office at:- 3 Ganga Apartment, Vishal Nagar, Pimple Nilakh, Pune, as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings;
- XX. By virtue of the said Sale Deeds, Exchange Deed, Development Agreements and Power of Attorney's, Deed of Transfer of TDR, the Developer has sole and exclusive right to sell the Units in the said building/s to be constructed by the Developer/Owner No.1 on the project land and to enter into Agreement/s with the Purchaser/s of the said Unit/s, to receive the sale consideration in respect thereof;
- XXI. The Developer has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections of the said

building/s and shall obtain the balance approvals from various authorities from time to time so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;

XXII. 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 Developer 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;

XXIII. The Developer has accordingly commenced construction of the said building/s in accordance with the said proposed plans;

XXIV. The Purchaser/s has applied to purchase a Unit in the said project and in furtherance to the same the Purchaser/s has agreed to purchase a Residential Unit bearing No. “_____” of _____ **BHK** Type having Carpet Area admeasuring _____ **Square Meter**, along with Enclosed Balcony admeasuring _____ **Square Meter**, Architectural Projection admeasuring _____ **Square Meter**, Terrace admeasuring _____ **Square Meter**, situated on _____ **Floor** in the building /wing No. “_____” in the said Project namely “**SUYOG SPACE**” more particularly described in “**SCHEDULE _____**” written hereunder and shown on the floor plan annexed hereto as **Annexure 3** and Pro rata share in common areas as defined under clause (n) of Section 2 of the said RERA Act and further Common areas and facilities both of which are more particularly described **Annexure 5** annexed hereto which is hereinafter referred to

as“**SAIDUNIT**”.Relying upon the aforesaid application the Developer has agreed to allot and sell to the purchaser/s the said unit at total consideration and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

XXV. The carpet area of the said Flat/Unit is_____ **Square Meter** and "carpet area" means the net usable floor area of an Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the Unit;

XXVI. 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;

XXVII. The Purchaser/s has paid an amount of **Rs.**_____/ - **(Rupees _____ Only)** towards part payment of the total consideration of the unit agreed to be sold by the Developer to the Purchaser/s in advance payment or deposit in following manner:

Sr. No.	Amount	Mode of Payment	Date	Bank Name
1.	Rs. _____/-			

The payment and receipt whereof the Developer doth hereby admit and acknowledge and agree/s to pay the

Developer/s the balance Consideration of the unit as prescribed in the payment plan as may be demanded by the Developer within the time and manner specified therein.

XXVIII. The Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/is in respect of the other unit/s in the Said Entire Project.

XXIX. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; the parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said project.

XXX. The promoter in compliance of Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 and Section 4 of MOFA Act, is required to execute a written Agreement for sale of the said Apartment in favour of the purchaser/s, being in fact these presents and also to register said agreement for sale under the Registration Act 1908 the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents.

XXXI. Notwithstanding anything stated in any other document/allotment/letter given or communicated with the purchaser any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which said unit is agreed to be sold to the purchaser.

- XXXII. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.
- XXXIII. 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;
- XXXIV. The purchaser/s has/have not given any third party any rights to enforce this said agreement unless the said unit is transferred to him/her/them.

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

1. DISCLOSURES MADE BY THE PROMOTER TO THE PURCHASER HEREIN:-

Prior to enter into this transaction the Promoter herein disclosed to the Purchaser as under:

- 1.1 The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the partnership registration certificate and which shows that, the promoter is Partnership Firm registered with the Registrar of Partnership Pune.
- 1.2 The said owners herein states that, the Said land is owned and possessed by the said owners free from all encumbrances, charges or claims and names of the said owners are shown in revenue record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The said promoter has been got investigated the rights, authority and title of the

said owner towards the Said property from Advocate and copy of the certificate title of the Said property is annexed hereto as Annexure 9.

- 1.3 The Developer herein has disclosed to the Purchaser that, Said property will be developed by constructing various buildings as per Said Master Layout Plan as annexed hereto as Annexure-1 being project called by the name "SUYOG SPACE". Further disclosed that, at present the sanction received from the PCMC for the part of the Said Entire Project as shown on the plan layout as annexed hereto as Annexure 2. In light of development of the Said property as shown in Said Master Layout Plan and sanction presently received, for the complete development of the Said property, the Promoter has to obtain from time to time revised sanction from PCMC which will change location/shape of open space and further sanction of certain buildings/wings labelled as A, B, C, D as well as upper floors. The Promoter at present has received sanction from PCMC for a part of the Said Entire Project and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter.
- 1.4 The Developer herein informed and Purchaser herein is well aware that, the Said Property is situated within the periphery development control of PCMC. Paid FSI is permissible on the Said property and it is an additional 90% of the total FSI permitted on the Said property which can be availed by payment of premium to the Development Controlling Authority as per D.C. Rules applicable to the Said Property and in addition to that, TDR may be permissible and additional paid FSI may be permissible in future in light of the

Development Control Rule applicable for the properties situated within the periphery of PCMC which can be utilized for construction of the buildings on the Said Property. The Developer herein states that, no part of the said floor space index has been utilized by the Developer elsewhere for any purpose whatsoever. The Developer shall have the right of pre-emption or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the Said property or any other FSI or TDR or paid FSI (Buildable Potential) granted by the appropriate authority and allowed to use the same on the Said Property by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the Said Property. The Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

- 1.5 The Promoter states that, he has received Non Agricultural Permission vide Order bearing No. PCMC/NOC/SR/255/2015 dated 30/12/2015 from Collector, Revenue Branch Pune for area admeasuring 9400 Square Meter out of the Said land for non agricultural use of the part of the Said land for residential as well as commercial purpose.
- 1.6 The Promoter herein has informed and disclosed to the Purchaser that, for storm water, sewerage and waste water the Promoter will provide adequate capacity storm water drain discharge in recharge pits and for sewerage, waste water and solid waste the Promoter will install adequate capacity Sewerage Treatment Plant (STP) as per conditions imposed on him by the Environmental Clearance Authority.

- 1.7 The Promoter has made full disclosure to the unit purchaser that the Promoter herein has already allotted exclusive facility of open parking space free of cost to the some of the Unit purchasers in the Said Project as per the provisions of MOFA for booking of the units made before commencement of RERA.
- 1.8 The Promoter herein state that, for the Said Project, there are common facilities and restricted common facilities and the same are more particularly stated in Annexure 5 annexed hereto.
- 1.9 The Promoterherein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each Unit in the building are more particularly stated in Annexure 4 annexed hereto.
- 1.10 The Promoterherein to disclosed and provided to the Unit Purchaser for inspection copies of demarcation plan, master layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction as per master plan is yet to be received and that the Promoterwill obtain the same in due course by utilizing all type of buildable potential of the Said property as per development control rules and regulations applicable for the Said Property from time to time till the completion of Said Project in all respect by receiving full and final completion certificate.
- 1.11 The Promoter herein has disclosed as to the date of delivery of possession of the Said UNIT to the Purchaser as stated in Clause No. 6 hereunder written.
- 1.12 The Promoter herein has also informed and disclosed to the Purchaser as to the nature of organization of the Purchaser of the units in the Said Project to be

constituted and to which title is to be passed as stated hereinabove.

- 1.13 The Developer has represented to the Purchaser/s that, the Developer has created mortgage/charge in respect of the said Land against loans obtained from DCB Bank Ltd., F.C. Road branch, Pune and the original title deeds in respect of the said Land are deposited with the said DCB Bank Ltd., F.C. Road branch, Pune. The Developer/Owner No 1 has further represented to the Purchaser/s that the Developer/Owner No 1 shall have said Unit proposed to be acquired by the Purchaser/s in terms hereof released from DCB Bank Ltd., F.C. Road branch, Pune before the Purchaser/s are put in possession of his/her/their said Unit in terms hereof and/or before the registration of this Agreement.
- 1.14 The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said property by appointing his/her/their own advocate. As required by the Purchaser the Promoter herein has given all information to the Purchaser herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Purchaser hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the Said property and further Promoter's rights and authority as to enter into this agreement.

2. DETAILS OF BUILDING AND UNIT:

- 2.1 It is hereby agreed that, the Developer shall have full power and absolute authority, if so permitted by the PCMC and other concerned authorities to consume proposed permissible FSI over the said project and same shall be used to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional storey/s in any other building/s out of the Proposed Buildings and such additional building/s/ structure/s/ wing/s/storey/s shall be the sole, exclusive and absolute Land of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/storey/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer has right to add additional adjacent land area in the master layout and further entitled to add/amend/alter/modify the layout plan of the said Land and also construct additional building/s/structure/s/wing/s/storey/s on the said Land or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/storey/s as the Developer may deem fit proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause shall always operate as the Purchaser/s irrevocable, absolute and unconditional no objection in that behalf. This Clause shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with provisions of MOFA Act.

Provided that the said variations or modifications shall not adversely affect the Unit of the Purchaser/Allottee except any alteration or addition required by any Government authorities or due to change in law.

- 2.2 The Purchaser/s hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser/s Unit No._____of **BHK** type having carpet area admeasuring _____ **Square Meter**, along with enclosed balcony admeasuring_____ **Square Meter**, Architectural Projection admeasuring _____ **Square Meter**,Terraceadmeasuring _____ **Square Meter** situated on _____ **Floor** in the building /wing No. “_____”, (hereinafter referred to as "**THE UNIT**") more particularly described in "**SCHEDULE -----**" written hereunder and as shown in the Floor plan thereof hereto annexed and marked **Annexure 3**for the consideration of **Rs. _____/- (Rupees _____ Only)** excluding other charges mentioned herein below.Furthermore, the Promoter has provided exclusive facility to use _____ Covered Parking Space to the Purchaser herein.
- 2.3 The Purchaser/s hereby agree/s to pay the Developer Total consideration of **Rs. _____/- (Rupees _____ Only)**. The above consideration is agreed considering the below payment schedule between the parties:-

Sr. No.	Amount	Particular
1	Rs. _____/-	10% at the time of Booking
2	Rs. _____/-	10% at the time of registration of Agreement

3	Rs. _____/-	15% Upon Commencement of Plinth.
4	Rs. _____/-	10% Upon Commencement of 3rd Floor Slab
5	Rs. _____/-	8% Upon Commencement of 5th Floor Slab
6	Rs. _____/-	8% Upon Commencement of 7th Floor Slab
7	Rs. _____/-	8% Upon Commencement of 9th Floor Slab
8	Rs. _____/-	4% Upon Commencement of 12th Floor Slab
9	Rs. _____/-	4% at the time of Brick work of the said Unit
10	Rs. _____/-	5% Upon Commencement of Railings of the said Unit
11	Rs. _____/-	5% Upon Commencement of Flooring of the said Unit
12	Rs. _____/-	5% Upon Commencement of Door Frames and Windows of the said Unit
13	Rs. _____/-	5% Upon Commencement of Lifts, Common Floor Lobby, Sanitary Fittings of the said Building/Wing where the said Unit is situated
14	Rs. _____/-	3% at the time of possession of the said Unit
	Rs. _____/-	Total

2.4 The Total consideration above excludes Taxes (consisting of tax paid or payable by the Developer by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out

the Project payable by the Developer up to the date of handing over the possession of the unit and total price of the said Unit is given considering GST input set-off impact of the said transaction. This consideration amount and the setoff mechanism have been explained to the purchaser by the promoter and the purchaser has verified the same. Hence the consideration amount decided in this agreement is net off GST. There for the purchaser in no case shall demand any further reduction/rebate in the agreed price for the said unit and is under obligation to pay such applicable govt. charges including the G.S.T for the present unit and have no objection for the same.

2.5 The Total consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

2.6 The Developer shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the Completion certificate is granted by the competent authority, by furnishing details of the changes, if any,

in the carpet area, subject to a variation cap of three percent. The total consideration payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause mentioned hereinabove.

- 2.7 Apart from consideration mentioned in Clause 2.3 hereinabove, the Purchaser/Allottee hereby agrees to pay reasonable charges on demand being the proportionate price of the common areas and common facilities and the nature, extent and description of the common areas and facilities which are more particularly described in the **Annexure 5** annexed herewith.
- 2.8 The Purchaser/s authorizes the Developer 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 Developer may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

3. TIME IS ESSENCE OF THE AGREEMENT:

- 3.1 Time is essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time

schedule for completing the project and handing over the said unit to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her as mentioned herein above and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer.

- 3.2 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Unit to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Unit.

4. FLOOR SPACE INDEX (FSI):

- 4.1 The Developer hereby declares that the Floor Space Index available as on date in respect of the project land is 9400 square meters only and Developer has planned to utilize permissible Floor Space Index by availing of TDR or FSI available on payment of premiums 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.

- 4.2 Notwithstanding anything contained anywhere in this agreement, the allottee hereby declares, confirms and agrees that:
- a. The purchaser hereby gives his consent to the Promoter and the promoter has reserved all its rights to use, utilize and consume the floor area ratio / floor space index (FAR/FSI) TDR, originating from the physical area of the project land and/ or the said plot either as floating floor space index / TDR or otherwise, so also to use the same in a manner and at a location either in a phased manner or otherwise, as may be exclusively decided by the promoter. The residual FAR (FSI) in the plot of the layout not consumed will be available to the Promoters/Owners only.
 - b. If the permitted Floor Space Index or density not consumed in the buildings being put-up and / or at any time further construction on the said plot on the higher floor is allowed, the purchaser/s hereby allows the Promoters/Owners to put additional storey's and / or consume the balance Floor Space Index in any manner the Promoters/Owners may deem fit either on this property and /or any other land of the Promoters/Owners, subject, however to the necessary permission of the concerned public authorities in that behalf and same allowed to be dealt with or disposed off in the manner they choose.
 - c. The residual F.A.R. (F.S.I) of the said land not consumed will be available to the Promoter only. Similarly the Promoter shall be entitled to consume T.D.R. upon the said land as deemed fit by the Promoter and the Purchaser shall not object to the same in whatsoever manner.
 - d. The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any

portion of the land / building that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation for D.P. Road/s, School, Playground etc.

- e. The Promoter shall also without any let, hindrance or objection on any account from the Purchaser, be entitled to avail and utilize anywhere on the said land or in/upon the existing building/s by construction of additional floors thereon and/or proposed building/s the present or future available F.S.I/T.D.R. which they may be acquired & obtained., but it shall not affect apartment of the purchaser. The Promoter shall be entitled to consume the additional/balance F.S.I. as aforesaid without the permission of the Purchaser and/or the proposed Society/Condominium of Apartments in whose favour the conveyance of the said land is executed. The Promoter shall be entitled to, utilize and consume the FAR / FSI originating from the physical area of the said Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be.

- 4.3 The Promoters/Owners shall always have right and the purchaser also gives his consent to the Promoter to either amalgamate the plot with adjoining plot or to sub-divide the existing plot or after amalgamation sub-divide the plot into number of plots. The promoter shall be entitle to amalgamate with the said Property to any other abutting piece/s of lands to which it may be entitled to with all rights to use, utilize and

consume the FAR/FSI originating from the physical area Property, so also the additional FAR / FSI by way of TDR by availing the same from the market, as is and to the extent permissible under the DC Regulations, framed under the Maharashtra Regional and Town Planning Act, 1966 and/or under any such concerned statute or rules, by adding to the floors of the building/s and/or by putting up separate / independent building/s as the case may be, without affecting the unit ,building or amenity space which has been agreed and registered with RERA.

- 4.4 Without disturbing area of the unit the purchaser agreed to purchase and his right on common areas, The promoter shall be entitled to receive compensation from the allottee in case any obstruction or impediment of any nature raised by and on behalf of the allottee to the development of the project land and / or other piece of land adjoining to the project land either by sub division/amalgamation and / or consumption of FAR/FSI/TDR for any building or at any location thereon, without prejudice to the right of the promoter to terminate this agreement on such obstruction or impediment being raised by the allottee.
- 4.5 The Promoters/Owners alone shall be entitled to claim and receive beneficial interest or entitlement for any portion of the land / building/road that may be notified for set back and claim the FSI, benefits and compensation available for areas under Reservation.
- 4.6 The Promoters have intimated the Purchasers that the project may at the Promoters discretion and in view of certain sanctions in respect of the additional building/s and /or upper floors in each of the building/s being constructed and/or proposed to be constructed will receive sanctions from time to time

and thereupon duly implemented accordingly. The same proposed plans will upload / has been uploaded on MAHA-RERA web site. Accordingly promoter with intention to develop said buildings and has prepared tentative plans for the same. The Purchaser/s have accorded their specific and irrevocable consent and concurrence thereto and further agree that they shall not interfere or hinder in the said development of the said buildings and shall indemnify and keep harmless the Promoters from and against any loss or damage suffered by the Promoters as a consequence of the Promoters being denied or deprived of such lawful and legitimate rights.

5. INTEREST ON DELAY PAYMENT:

If the Developer fails to abide by the time schedule for completing the project and handing over the unit to the Purchaser/s, the Developer agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% per annum, on all the amounts paid by the Purchaser/s till the handing over of the possession. In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

6. DELIVERY OF POSSESSION:-

The Developer shall give possession of the Said unit to the Purchaser/s on or before 30/12/2020 subject to grace period of 6 months. In the event, the Developer fail or neglect to give possession of the said unit to the Purchaser/s on account of reasons beyond their control as per the provisions of section 8 of Maharashtra Ownership Flats Act, by the aforesaid date or the date or dates prescribed therein, then the Developer shall be liable on demand to refund to the Purchaser/s the amount/s received by them in respect of the unit/s with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% percent per annum from the date the Developer received the sum till the day 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. Till the entire amount and interest thereon is refunded by the Developer s to the Purchaser/s they shall, subject to prior encumbrances if any, have a charge on the said unit/s. Provided that the Developer s shall be entitled to reasonable extension of time for giving delivery of units/ on the aforesaid date, if the completion of building in which the unit/s is to be situated is delayed on account of:

- i.* Non availability of steel, cement, other building material, water or electric supply.
- ii.* War, civil commotion or act of God.
- iii.* Any notice, order, rules, notification of the Government,
- iv.* Permission/NOC under Environment Clearance and/or other,
- v.* Public, court or Competent Authority.

- vi.* Changes in any Rules Regulations by laws of various statutory bodies and authorities from time to time then affecting the development and the project or unavailability of labour.
- vii.* Delay in grant of any NOC/permission/license/connection installation of any services such as lifts, electricity & water connections & meters to the scheme/flat/road NOC or completion certificate from Appropriate Authority the Developerhaving complied with all requirements.
- viii.* Delay by local authority in issuing or granting necessary completion or Occupation Certificate, the Developerhaving complied with all requirements.
- ix.* Delay or default in payment of dues by the Purchaser/s under these presents (without prejudice to the right of Developer to terminate this agreement under clause mentioned hereinabove
- x.* Any extra work required to be carried out in the said accommodation as per the requirement and at the cost of the Purchaser/s.
- xi.* Any circumstance beyond the control of the Developer.

7. PROCEDURE FOR TAKING POSSESSION:-

- 7.1 After completion of construction of the Said Unit and after receipt of completion certificate in respect of said unit, the Developer herein shall inform in writing to the Purchaser/s that the Said Unit is ready for use and occupation and on receipt of such intimation; The Purchaser/s herein shall take the possession of the Said Unit within 7 days from the date of written intimation issued by the Developer to the Purchaser/s

herein intimating that, the Said Unit is ready for use and occupation. In case the Purchaser/s fails to take possession within time, such Purchaser/s shall continue to be liable to pay maintenance charges as applicable.

7.2 The Developer specifically informed the Purchaser/s that, the Said Project is a large project consisting of various phases, common facilities and the construction of such common facilities in the open space will be completed in due course on or before 30/12/2021, The possession of common facilities will be provided in each Phase only after completion of construction of all the buildings/wings in the Said Phase as per Said Master Layout Plan and considering this aspect on construction of the Said Unit and written intimation as stated here to before issued by the Developer to the Purchaser/s herein, but will have only right to use and till handing over it to the Apex Body / Federation the promoter will have total control on all such amenities and facilities till handing-over it to Apex body/ Federation. The Purchaser/s herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common facilities to the Said Project.

7.3 If the Developer herein, fails to complete the construction of the Said Unit, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Purchaser/s and the Developer herein, if the Purchaser/s has paid the consideration and other amount to the Developer on due date and has not committed any breach of payment then only the Purchaser/s herein shall be entitled to receive from

the Developer, compensation calculated at the rate of with the interest as per State Bank of India highest Marginal Cost of Lending rate plus 2% per annum consideration of the Said Unit, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the Unit is completed and ready for handing over the possession to the Purchaser/s of the unit. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Unit. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Purchaser/s, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Purchaser/s failed to pay the due installment on due date, amount to breach of aforesaid condition and Purchaser/s will not entitled to receive the aforesaid compensation.

- 7.4 It is further agreed between the parties hereto that, after receiving the possession of the Said Unit by the Purchaser/s in pursuance of this clause, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Developer herein.

8. DEFECT LIABILITY:-

- 8.1 If within a period of five years from the date of handing over the Unit to the Purchaser/Allottee, the Purchaser/Allottee brings to the notice of the Developer any structural defect in the Unit or the building in which the Unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects then the Purchaser/Allottee shall be

entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA Act. Provided however that, the Purchaser/Allottee(s) shall not carry out any alterations of the whatsoever nature in the said Unit of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of Unit by the occupants, vagaries of nature etc.

8.2 That it shall be the responsibility of the Purchaser/Allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his fault are regularly filled with white cement/epoxy to prevent water seepage.

8.3 Further where the manufacturer warranty as shown by the developer to the Purchaser/Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing,

and if the annual maintenance contracts are not done/renewed by the Purchaser/Allottee(s) the Developer shall not be responsible for any defects occurring due to the same.

8.4 That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment's, fixtures and fittings such as electronic items, switches, cp fittings, water purifiers, pumps etc shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in the Unit and the common facilities wherever applicable.

8.5 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C° and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

8.6 That the Purchaser/Allottee has been made aware and that the Purchaser/Allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes swell doors in rainy season or crumble the floor may happens and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

8.7 It is expressly agreed but before any liability of defect is claimed by or on behalf of the Purchaser/Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

9. TERMINATION OF AGREEMENT:-

9.1 Without prejudice to the right of Developer to charge interest mentioned hereinabove, on the Purchaser/Allottee committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment reminders, the Developer shall at his own option, may terminate this agreement.

Provided that, Developer shall give notice of 15 days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, Developer shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s (subject to adjustment and recovery of any administrative expenses of an amount of equivalent to 10% of the total consideration and/or any other expenses incurred by the Developer for such unit as requested by the Purchaser/s or any other amount which may be payable to Developer) within a period of 30 days of the termination, the instalments of consideration of the Unit which may till then have been paid by the Purchaser/s to the Developer and the Developer herein shall be entitled to deal with the said Unit with any prospective Purchaser/s. Delay in issuance of any reminder/s or notices from the Developer shall not be considered as waiver of Developer absolute right to terminate this Agreement.

9.2 For whatsoever reason if the Purchaser/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Unit then, the Purchaser/s herein shall issue a prior written notice to the Developer as to the intention of the Purchaser/s and on such receipt of notice the Developer herein shall be entitled to deal with the said Unit with prospective Purchasers. After receipt of such notice of intention this agreement the Developer shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration, subject to terms of this agreement.

9.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the said Unit between the Developer and Purchaser/s herein terminated as stated in clause 8.1 and 8.2 herein above written then all the instruments under whatsoever head executed between the parties hereto or between the Developer and Purchaser/s herein, in respect of the said Unit, shall stand automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter.

10. USE OF THE SAID UNIT:-

10.1 The Purchaser herein shall use the Said Unit or any part thereof or permit the same to be used only for purpose of **residence/commercial**. The Purchaser shall use the Said Unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential Unit in the building/wing shall not use for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

10.2 The Purchaser who have got allotted exclusive right to use covered car parking space for the Said Unit, being restricted common area, the same parking space shall use by occupant of Said Unit only for parking his/her/their own vehicle only. Similarly the parking spaces which are reserved for restricted parking spaces for the Unit, to which exclusive right to use car parking spaces are not allotted, shall be use by such Unit holders or occupiers for parking their own vehicles. The Unit holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further

any unit holder/occupier in the project shall and will not entitle to park his/her/their any four wheeler vehicle in drive way or common marginal space, which is not allotted for exclusive right to use for parking four wheeler vehicle.

- 10.3 After delivery of possession of the Said unit by the Developer to the Purchaser herein in terms of this present, the Purchaser herein for whatsoever reason desire to grant the use of the Said Unit to any third party on leave and license basis or otherwise, prior written consent of the Developer till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser herein or owner of the Said Unit as the case may be and further copy of such instrument shall be handed over to the Developer or society as the case may be and further the Purchaser 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 Unit.

11. COMMON MAINTENANCE:-

- 11.1 The Developer has proposed to collect and the Purchaser/s has agreed to pay an amount of Rs. 4/- (RupeesFourOnly) Per Square Feet of Carpet area being 12 months months advance maintenance for the purpose of maintenance of Common areas and facilities listed in **Annexure- 5** which are a part of the Said Project and are to be deposited by the Purchaser/s with the Developer. As and when the Society/Association is formed, the Developer shall transfer the remaining amount out of the advance maintenance so collected with him to the Society/Association. The Purchaser/s is not entitled to demand the accounts and details of

expenditure of aforesaid amount from the Developer and further the Developer herein is also not liable to give such account or details of the expenditure. It is further agreed by the Purchaser/s herein that the Purchaser/s will be liable to pay such maintenance amount irrespective of whether the physical possession of the Said Unit is taken by him/her or not and he/she shall be bound to pay the amount as soon as the Developer informs in writing to the Purchaser/s herein that the Said Unit is ready for use and occupation. The Developer herein specifically informed to the Purchaser/s that, the Developer has intention to handover the aforesaid maintenance to the society/societies or ad-hoc committee of tenement/unit holders in the Said Project within one year of the completion of entire project.

The above mentioned maintenance charges shall include to following items for which it is to be utilized:

- i. Housekeeping and cleanliness.
- ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV, intercom, sewage Treatment Plant. (whatever of the said are installed or provided.)
- iii. Running cost of all the equipments and instruments above (except the cost of electricity generator supply to individual Apartment/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building).
- iv. Common electricity bills for common area of buildings and common areas of the Society

/apartment/ condominium or Association or Limited Company.

- v. Security charges.
- vi. Gardening charges.
- vii. Expenses of water as may be required to be purchased from private sources and all other related expenses
- viii. Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof
- ix. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses
- x. Non agricultural taxes if any applicable and any other similar taxes
- xi. Pest control expenses
- xii. Expenses incurred for maintenance of common service lines & replacements of electric switches /light points.
- xiii. Elevator repairs & maintenance contracts along with lift inspection charges.
- xiv. Fire fighting certification
- xv. Operational and electricity charges for the sewage treatment plant for the Society /apartment/ condominium or Association or Limited Company
- xvi. Environment clearance fees
- xvii. Property tax for Club House
- xviii. Repairs of the building for leakages, seepage to the property or any part thereof.
- xix. Wear and tear charges.

11.2 It is agreed between the parties that the above maintenance amount shall not include the list mentioned below, and the Allottee and/or the Society /apartment/ condominium or Association or Limited Company either individually or through any appointed

agency, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottees or which may be adjusted by the promoter from the same if not paid by the allottees.

- i. Society /apartment/ condominium or Association or Limited Company and managing committee administration.
- ii. Insurance for building/ Apartments/ equipments/ machinery, towards theft, fire etc. and any other such expenses,
- iii. Sinking fund
- iv. Property taxes of individual / Apartments and common amenities etc.
- v. Any other taxes, levies, cess etc. of the property,
- vi. Any other statutory charges,

11.3 The maintenance amount mentioned above shall be maintained by the Promoter in a separate account, and shall be used and utilised by the Promoter as listed, only for common maintenance of the proposed project and building. The Promoter shall cause maintenance of the project till handing over responsibility of the same to the Co-operative Society /apartment/ condominium or Association or Limited Company.

11.4 The allottee has been informed that certain services such as STP, Club House are common to the entire layout and therefore until they are operated at the designated capacity and sufficient occupancy is reached, there may be variations in the performance of such services. In case there is any maintenance arising due to such variations such shall be covered from the common maintenance fund.

11.5 The Allottee has understood the entire scheme of maintenance in detail. The Allottee admits and agrees to

the same, so that the maintenance of the entire building or the project is not hampered in any way due to lack of or non payment by the Allottees.

- 11.6 It is also understood that this shall not preclude such Society /apartment/ condominium or Association or Limited Company or the Promoter, from claiming, demanding and raising the maintenance charges independent of such and said contribution from the Allottees, provided the decision to that effect is duly taken after certified statement of accounts justifying the need for increasing the maintenance charges is circulated to the Allottee/s.
- 11.7 Such Society /apartment/ condominium or Association or Limited Company or the Promoter shall be entitled to claim interest, on the arrears of such charges from the defaulting Allottees, without prejudice to the other rights and powers of the promoter/ Society /apartment/ condominium or Association or Limited Company.
- 11.8 Without prejudice to and notwithstanding anything contained above, in the event of the Promoter and/or Society /apartment/ condominium or Association or Limited Company of Allottees after entrustment of common maintenance by the Promoter to it, duly resolving that the above maintenance deposit is insufficient for the maintenance of the common areas and facilities, electricity, water, drainages, sewage, passages, gardens or repairs thereof, the Allottee shall be liable to bear, pay and contribute to such additional charges as may be levied and demanded by the Promoter and/or Society /apartment/ condominium or Association or Limited Company and/or federal/ apex body, as the case may be.

- 11.9 The entire operations and maintenance of the buildings and or the common amenities is being carried out either by the Promoter or the Society /apartment/ condominium or Association or Limited Company on behalf of the Allottee and for the benefit of the residential community as a whole. Under no circumstances and no grounds the Allottee shall avoid and fail to pay the prescribed maintenance, which otherwise shall be treated as breach of essential term of this agreement, entitling the Promoter to terminate this agreement, without prejudice to other remedies available to the Promoter in law including recovery of the said amount together with interest per month as per law. Outstanding amount shall remain as a charge on the said Apartment.
- 11.10 That to avoid any doubts it is agreed and understood by the purchasers, that the above mentioned maintenance amount is calculated and worked out on the basis of the present market conditions, and if for any reason in future, on the account of exhausting of the said maintenance charges/funds and or due to any exigencies, additional amounts are required to be contributed for the maintenance charges, the purchasers agrees that he/she/they shall be bound to contribute and pay to the promoter or the formed society/body the applicable proportionate amounts in that behalf as shall be demanded by the promoter and or the agency carrying out the maintenance. It is further agreed upon that the purchasers formed body etc shall reimburse to the promoter the proportionate common maintenance expenses in the event if the same is in excess of the aforesaid amount and shall keep indemnified the promoters herein.
- 11.11 The Promoter/s shall keep amount by way of interest free deposit and shall spend for maintenance from this

deposit. The balance remaining from the said maintenance deposit if any shall be transferred to the account of Ultimate Body to be formed by the Promoter/s. The Promoter/s Condominium/ Society shall spend/use the amount towards the day to day maintenance expenses of the common facilities/areas within the scope as mentioned above. The Purchaser/s agree/s to the same and confirm that the amounts stipulated will be provisional and if necessary, considering the cost factors, the deposit will be accordingly enhanced by the Promoter/s /Ultimate Body but which excludes Property Taxes and other Local Authorities/Municipal Taxes concerned with the individual Flat/Unit holders and Building/Buildings, Insurances concerned with the individual Flat/Unit holders and Building/s, Personal Water Charges/Bills and personal MSEDCL Bills, Internal Flat/ Unit Maintenance etc. of the project/building and the common facilities and amenities for 12 months are to be paid by the Flat/Unit Purchaser/s to the Promoter/s. all the members of the Society /apartment/ condominium or Association or Limited Company have to decide mutually and unanimously about the maintenance of the society/project/building and the budgeting and expenses thereof and the collection procedure.

- 11.12 The remaining funds will be handed over to the Apex body and Society/Phase/ Buildings separately and the maintenance for the same will be carried out by the purchasers/ Allotees of the said Society/Phase/ Buildings and it will not be the responsibility of the promoter to maintain the said Society /apartment/ condominium or Association or Limited Company/Phase/ Buildings from the date of handing over it to the purchaser/Allotee or their association.

- 11.13 The Allottee/Purchasers authorizes the Promoter to decide and form any number of societies on the said project which will be later incorporated into the Apex body as the Promoter deems fit. The Allottee/Purchasers shall abide by the same and shall have no objection or create any kind of hindrances for the same.
- 11.14 This Agreement is on the express condition that certain of the unit comprised in the said building to be constructed on the said property have or are being allotted subject to the mutual rights of such Purchaser/s with regard to his open space / attached terrace / garden and / or provisionally allocated parking space as aforesaid (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) and that the user of each of such unit/s and the rights in relation thereto of each Purchaser shall be subject to all the rights of the other Purchaser in relation to his unit/s. None of the Purchaser/s of the said remaining unit shall have any right whatsoever to and shall not use and / or occupy the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company, acquired by any Purchaser/s, as aforesaid nor should he do or cause to be done anything where by such Purchaser if concerned is prevented from using and occupying the said terrace / garden /car parking space (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid or the rights of such Purchaser if concerned, to the same are in any manner affected or prejudiced.
- 11.15 Correspondingly, the Purchaser/s covenants that they shall exercise their rights consistently with the rights of

the other Purchaser/s and shall not do anything whereby the Purchaser/s of the other unit/s are prevented from using or occupying exclusively their unit/s including the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) or whereby the rights of the other Purchaser/s with regard to his/her/their unit/s including the open space/ terrace / garden and / or provisionally allocated car parking space or any part thereof (which is subject to ratification by the Society /apartment/ condominium or Association or Limited Company) as aforesaid are in any manner affected or prejudiced. Any purchaser who has purchased covered parking will not park his/her/their vehicle in common area.

12. SEPARATE ACCOUNT FOR SUMS RECEIVED:

The Developer shall maintain a separate account in respect of sums received by the Developer from the Purchaser/s towards total consideration of the said unit and as advance or deposit sums received on account of the share capital for the formation of the Co-Op. society or a company or any such legal entity/organization that may be formed towards the out goings, legal charges etc.

Provided that, the Developer shall be allowed to withdraw the sums received from the Purchaser/s and utilize the same as contemplated and permitted under the said RERA Act and rules and regulations made there under.

13. WATER SUPPLY:

It is clarified that the Developers shall make necessary arrangement for water connection of the said building and further potable water supply is to be provided by concerned government authorities, and shall be made available to the said Proposed Buildings by concerned government/authorities/PCMC.

14. FORMATION OF ORGANIZATION OF APARTMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND :

- 13.1 There are certain multi storied buildings / wings of the building consisting of various units, Club house, Party Lawn etc. Considering Developer herein developing the Said Land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, the Developer herein shall form separate Co-operative Housing Societies or Associations of Apartment or companies of unit holders for Units in the Said project known “**SUYOG SPACE**” of the Said Entire Project or as permitted and sanctioned by concerned Co-Operative Societies Registrar.
- 13.2 It shall be the sole discretion of the Developer either to form a co-operative society under the Maharashtra Co-operative Societies Act, 1960, and/or admit or cause to be admitted the Purchaser/s herein in the said Society as a member and/or form one or more associations of flat Purchaser/s under the Maharashtra Apartment Ownership Act, 1970, by submitting the concerned portion of or the said Land with the buildings thereon, to the provisions thereof, in the event an association of unit owners is formed on submission of the part of the said Land and the buildings constructed thereon.

- 13.3 Each tenement shall have undivided share in the form of percentage, arrived at on the basis of the outer surface area of the given Unit to the total area of all the tenement in the entire scheme, in the said Land and in the common areas and facilities.
- 13.4 In the event the Developer promotes a separate one or more co-operative housing societies for residential or more buildings, the Purchaser/s shall become a member thereof, and the proposed Society, the Members and the Developer shall execute or caused to be executed a conveyance in the nature of sale of the said Land and the buildings thereon; in part or otherwise, in favour of such society or societies, as the case may be.
- 13.5 If so decided and for better administration of the complex, for each building, there may be formed a separate co-operative housing society. All such co-operative housing societies shall form themselves into a 'federal society'.
- 13.6 The execution of the conveyance of the tenements, buildings and the Land in terms hereof, is agreed to include and shall be deemed to have incorporated all obligations provided herein of and on the Purchaser/s and the unit being purchased by him *vis a vis* the Developer.

15. CONVEYANCE DEED:

- 15.1 On the completion of all the buildings and their wings, extensions and phases, etc; AND on the promoters receiving the entire payment / charges/extra items costs / costs towards additional premiums, etc., and full consideration as per this Agreement, from all and every Purchaser of the units in the Scheme, within time stipulated as per the Act from receipt of occupancy

certificate of entire building the Promoters and Owners shall convey the structure to Society /apartment/ condominium or Association or Limited Company.

15.2 The Promoter shall execute conveyance in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout of the said land comprised in favour of the proposed Cooperative Housing Society /apartment/ condominium or Association or Limited Company, within time stipulated from the receipt of the occupancy certificate of last building, subject to force majeure or the circumstances beyond the control of the Promoter and also subject to reasonable extension and also subject to the Rights of the Promoter to dispose of the remaining Apartments and parking, if any.

15.3 Provided that, after conveying the title to the association of allottees as mentioned in above clause, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot any apartment or building which is still not sold or allotted and shall be allowed to do so by the Society /apartment/ condominium or Association or Limited Company without any restriction on entry of the building and development of common areas:

15.4 Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations to rectify the defects as mentioned in the above Clause.

15.5 Under no circumstances, the Allottee or the organization of the Allottees shall be entitled to such conveyance, unless all or any money payable in the agreement or as may be otherwise agreed, by the Allottee including in their share of contribution in maintenance

charges either to the Promoter or to any other agencies or authorities, is actually paid by such Purchaser/organization of purchasers.

15.6 In the case of a layout, the said conveyance shall, till such time as the entire development of the layout is completed, be only in respect of the structures of the buildings. Floor Space Index consumed in such building, subject to the right of the Promoter to dispose of the remaining flats, if any, and receipt of the entire consideration amount further, be subject to the right to use, in common, the internal access roads and recreation areas developed or to be developed in the layout and with the right to use of the open spaces allocated to such building or buildings in terms of the agreement for sale executed by the promoter and the respective flat purchasers:

15.7 The promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increases in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional Floor Space Index therein due to change in the law or the policies of the Government or local authority

15.8 All documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws and Maharashtra Pollution Board, Rules and Regulations, entered into by the Promoter shall be binding upon the Allottee and on the organization of the Allottee. The Purchaser shall be

bound and hereby undertakes to and continues to observe, comply with and follow all directions issued by them.

- 15.9 The Allottee and the organization of the Allottee shall comply with all requisitions, terms, conditions and documentary formalities as may be prescribed by the concerned authorities under the concerned Environmental Laws, Rules and Regulations.

16. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- 16.1 The Developer has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- 16.2 The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- 16.3 The Developer has represented to the Purchaser/s that the Developer has created mortgage/charge in respect of the said Land against loans obtained from DCB Bank Ltd. F.C. Road branch, Pune and the original title deeds in respect of the said Land are deposited with the said DCB Bank Ltd. F.C. Road branch, Pune. The responsibility of repayment of the loan shall solely be on the Developer. The Developer undertakes to keep the Purchaser/s indemnified from any cost and consequence arising pertaining to the said loan and its

repayment. The Developer has further represented to the Purchaser/s that the said lender has accorded its NOC in writing for the Developer to enter into this agreement pertaining to the said Unit in favor of the Purchaser/s.

- 16.4 All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
- 16.5 The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- 16.6 The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- 16.7 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement;
- 16.8 The Developer has made full disclosure to the unit Purchaser/s that the Developer herein has already

allotted exclusive facility of open parking space to the some of the Unit Purchaser/s s in the Said Project as per the provisions of MOFA for booking of the units made before commencement of RERA.

- 16.9 At the time of execution of the conveyance deed of the structure to the association of Purchaser/s the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Purchaser/s;
- 16.10 The Developer 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;
- 16.11 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 Developer in respect of the project land and/or the Project except those disclosed in the title report.

17. REPRESENTATIONS AND WARRANTIES BY THE PURCHASER/S:

The Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Developer as follows :-

- 17.1 To maintain the Unit at the Purchaser/s own cost in good and tenantable repair and condition from the date that 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 which may be

against the rules, regulations or bye-laws 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 without the consent of the local authorities, if required.

- 17.2 Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Unit is situated, including entrances 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/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.
- 17.3 To carry out at his own cost all 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 to the Purchaser/s 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 contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- 17.4 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 whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Developer and/or the Society or the Limited Company.
- 17.5 The Purchaser/s is/ are hereby prohibited from raising any objection in the matter of sale of units and allotment of exclusive right to use attach terrace/s, car parking/s, or any others space/s whether constructed or not and called under whatsoever name, etc., on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc., that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is /are by executing these presents has/ have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 17.6 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 unit. The Purchaser/s shall have no claim save and

except in respect of the said unit hereby agreed to be sold to him/ her/ them and all open spaces, open parking spaces, lobbies, staircases, recreation spaces, Garden space etc., will remain common Land and the Developer shall be in charge of the same until the said Land and building is transferred to the Owners of individual Unit/s, as hereinabove mentioned.

- 17.7 Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Developer shall not be construed as the waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developer.
- 17.8 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, units or otherwise in the buildings which are to be constructed on the Said Land which the Developer herein developing being one project, as well as in amenity space and allotment of exclusive right to use attached terrace/s, open car parkings, covered car parking/s, whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.

- 17.9 Not to enclose niches or balconies or attached terrace of the said unit at anytime by any means and to keep permanently open as a statutory requirement. If the balcony is found to be enclosed at any time, the Developer has the right to take the appropriate action and remove such enclosure at the cost of the Purchaser/s. The Purchaser/s alone shall be solely responsible for any damage/loss caused to him/her/them or his/her/their unit in any event on account of such act and that the Developer shall not be held responsible for the same.
- 17.10 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 17.11 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 project land and the building in which the Unit is situated.
- 17.12 Pay to the Developer within fifteen days of demand by the Developer, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated.
- 17.13 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 user of the Unit by the Purchaser/s for any purposes other than for purpose for which it is sold.

- 17.14 The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Unit until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up.
- 17.15 The Purchaser/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Unit s therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Unit in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- 17.16 Till a conveyance of the structure of the building in which Unit is situated is executed in favour of Society/Limited Society, the Purchaser/s shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- 17.17 Till a conveyance of the project land on which the building in which Unit is situated is executed in favour of Apex Body or Federation, the Purchaser/s shall permit the Developer/Owner No.1 and their surveyors

and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.

17.18 The Promoter has a right to and shall install at the top of the overhead tank of any building/s or at any other appropriate place, neon sign of the project and the electricity required for such neon sign shall be drawn from the common electricity meters or by a separate meter specifically installed for the above neon signboard, at the discretion of the Promoter.

17.19 The Promoters/Owners plan to construct a club house on a pre designated area on the part of said entire property. The under mentioned terms and conditions are essential terms and conditions such as said amenities are common for unit holders in said entire layout, on the basis of which the Purchaser/s has/have agreed to purchase from the Promoters/Owners the said unit under and in pursuance of this agreement.

17.20 The promoter hereby clarifies that it has withdrawn all its advertisements and brochures etc. in respect of the said project published prior to 1/05/2017 and same are not in use since then; and the purchaser/allottee/s hereby acknowledges the same. The Purchaser/Allottee/s hereby clarifies that he has relied only on the advertisements and brochures etc. in respect of the said project published by the promoter only after 1/05/2017.

17.21 Since the purchaser have opted for covered car parking and since there are limited number of Car Parking, the purchaser would only exercises to use the common area parking once the right to use the open parking has been ratified by the Society /apartment/

condominium or Association or Limited Company and handed over to the purchaser/allotees who have not opted for covered car parking.

17.22 Since there are limited number of Car Parking and the purchaser had not applied for any parking, the Purchaser would only exercises to use the balance common area parking once the right to use the open parking has been ratified by the Society /apartment/ condominium or Association or Limited Company and handed over to the purchaser/allotees who have opted for car parking.

18. 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 and provisions of this Agreement or of an transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction and the said Flat/Unit/Apartment/Shops/Offices shall be subject to all the following conditions (each/either applicable in the context of the specific sale)

18.1 The elevations and finishing material of the building both externally and internally will not be permitted to be changed under any circumstances.

18.2 Construction of lofts and other civil changes done internally shall besides being at the risk and cost of the Purchaser/s shall not damage the basic R.C.C. structure and such changes shall only be implemented only after prior written consent of the Promoter/s.,and appropriate government authorities.

- 18.3 The installation of any grills or any doors shall only be as per the form prescribed by the Promoter/s in writing.
- 18.4 The said Unit shall solely be utilized for the purpose of permitted legal use only and no other activity of any kind would be permitted therein and he/she/they shall use the provisionally allocated parking space (which is subject to ratification by the ultimate body as aforesaid) as herein allotted only for purpose of keeping or parking the Purchaser's own vehicle.
- 18.5 The Purchaser/s shall not join two adjacent Flat/Unit and not demolish or cause to be demolished and not to make at any time or cause to be made any addition or alteration of whatsoever nature contrary to the sanctioned plans in or to the structure or construction of the said Flat/Unit without any authorized permission from appropriate authority
- 18.6 The Purchaser also agrees not to make any demand to change the existing plans. The Purchaser shall not demand any changes in the plan of the premises annexed herewith. The Promoter/s shall not refund any amount for deleting items of specifications and amenities on request of the Purchaser.
- 18.7 The Purchaser/s shall not demand to be compensate for any loss, damage caused by fire, riot, strikes, earthquakes, fluctuations in the temperatures, abnormal heavy rains or due to any other cause whatsoever after handing over possession of the Flat/Unit to the Purchaser/s.
- 18.8 It is specifically understood that the all the various features such as furniture layout in a unit, vegetation and plantation shown around the building/unit, color scheme, vehicles etc to increase the aesthetic value only and is not factual. These features/amenities are

not agreed to be developed or provided by the developer/promoter to the purchasers.

18.9 In the event the Society/apartment/Condominium or Association or Limited Company of unit purchasers of said building being formed prior to the construction, sale and disposal of all the units in the proposed scheme, the rights interests, entitlements etc. of the said Society /apartment/ condominium or Association or Limited Company holders shall always be subject to the overall rights and authorities of the promoters to deal and dispose off such unsold units/parking spaces as per their choice and on such terms and conditions and consideration as the promoters may deem fit and proper and further agreed upon that the promoters shall not be liable or required to contribute towards the common expenses, maintenance charges etc in respect of the unsold units which are unoccupied.

18.10 The Allottee shall not, without the written permission of the Promoter, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment, terrace and/or parking nor shall assign this agreement to any person unless the entire payment under this agreement till then is received by the Promoter. Any breach thereof, shall entitle the Promoter, to terminate this agreement, without prejudice to any other rights, available to the Promoter under this agreement and/or other law.

19. NO GRANT DEMISE OR ASSIGNMENT:

None of the actions, concessions or indulgence shown by the Promoter shall be presumed and / or be treated and / or deemed to have been waived this preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties

hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the Said property and building/s or any thereof. The Purchaser shall have no claim save and except in respect spaces, parking's lobbies etc. will remain the property of the promoter until the said Land is conveyed to the ultimate body as agreed to be conveyed by the Promoter as per the terms and conditions of this agreement. The Developer is aware that the Purchaser may obtain loan from financial institution/s banks and the developer has no objection in mortgaging the said flat to the financial institutions/bank, Being desirous of purchasing /acquiring a dwelling in the said project from the said developer with financial assistance from financial institutions/bank, the purchaser shall submit loan application to the said organization. In the event of financial institutions/bank sanctioning / granting a loan to the purchaser, the purchaser hereby authorize financial institutions/bank to make disbursement thereof by making suitable adjustments against the advance or advances that may be granted by financial institutions/bank to the developers under the advance disbursement facility (ADF)

20. EXCLUSIVE FACILITY OF OPEN PARKING SPACES:

- 20.1 It is clarified between the Promoters and the Purchasers that as per the rules framed by State of Maharashtra under Real Estate Regulation and Development Act till formation of federation /apex body the title to the common areas shall vest with the Promoter and after formation of said body it will be transferred in the name of said body, it is the necessity

and requirement of the flat purchasers that various parking space be distributed / allotted among them to have orderly and disciplined use and to avoid confusion, disputes and differences among them. For the effective management of parking spaces, the purchaser along with other unit purchaser hereby requested the developer to earmark parking spaces (open or in the stilt) of the Proposed Buildings for exclusive use thereof by certain acquirers of premises in the Proposed Buildings depending on availability. The Purchaser/s hereby authorized and give irrevocable consent to the Developer to do such earmarking of parking space at its sole discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the said Body and admission of the Purchaser/s to the said Body as a member thereof, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the said Body in favour of approving such parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the parking spaces, will be allotted such respective parking space/s by the said Body for exclusive use along with rights of transferability in respect thereof.

- 20.2 The purchaser/s herein has/have granted his/her/their free, express and irrevocable consent and confirmation thereto and in confirmation thereof has/have agreed to acquire the said unit and will not raise any objection and/or obstruction to the allotment

of parking spaces made by the Developer to any intending purchaser/s.

21. USE OF THE SAID UNIT:-

- 21.1 The Purchaser/s herein shall use the Said Unit or any part thereof or permit the same to be used only for purpose of residence. The Purchaser/s shall use the Said Unit or any part thereof or permit the same to be used only for residential purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential Unit in the building / wing shall not use for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.
- 21.2 The Purchaser/s who has got allotted exclusive right to use covered car parking space for the Said Unit, being restricted common area, the same parking space shall use by occupant of Said Unit only for parking his / her / their own vehicle only. Similarly the parking spaces which are reserved for restricted parking spaces for the Unit, to which exclusive right to use car parking spaces are not allotted, shall be use by such Unit holders or occupiers for parking their own vehicles. The Unit holders/occupiers in the project shall not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any unit holder / occupier in the project shall and will not entitle to park his/her/their any four wheeler vehicle in drive way or common marginal space, which is not allotted for exclusive right to use for parking four wheeler vehicle.
- 21.3 After delivery of possession of the Said unit by the Developer to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the Said Unit to any third

party on leave and license basis or otherwise, prior written consent of the Developer till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser/s herein or owner of the Said Unit as the case may be and further copy of such instrument shall be handed over to the Developer or society as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside / use the Said Unit.

22. PAYMENT OF TAXES, CESSSES ETC.:

- 22.1 The Purchaser/s herein is well aware that, the State Government of Maharashtra has imposed value added tax (VAT) on the agreed consideration, for the transaction for sale of Unit by Developer to the Purchaser/s of the Unit under the Value Added Tax Act 2002 and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Government of Maharashtra has been imposed on the Developer and hence it is agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Developer herein to enable the Developer to deposit / pay the same to the Government of Maharashtra.
- 22.2 The Purchaser/s herein is aware that, the Central Government of India has imposed service tax and plans to levy goods and service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of units by the Developer to

the Purchaser/s and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has been imposed on the Developer and hence it is agreed between the parties hereto that, the Purchaser/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration to the Developer herein to enable the Developer to deposit / pay the same to the Central Government.

- 22.3 If at any time, after execution of this agreement, the GST, Service tax and Value Added Tax (VAT) and LBT increased under respective statute by the central and state government respectively 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 or the Said Unit or this agreement or the transaction herein, then it shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Developer from all such levies, cost and consequences.
- 22.4 From the date of Completion/Occupation Certificate or Purchaser/s starting the use of the Said Unit, whichever is earlier the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the Said Unit and proportionate maintenance charges in respect of the Said Building 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 ad-hoc committee appointed by the Developer from Purchaser/s of units in respective buildings if the society is not formed or ad-hoc committee appointed by the Developer from Purchaser/s who are members for the society of such building which is to be formed by the Developer herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Developer is not responsible/liable to pay or share in the aforesaid expenses in respect of the unsold units situated in the building, construction of which is either complete or which are under construction on the Said Land.

22.5 The Purchaser/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Purchaser/s if consideration payable by the Purchaser/s to the Developer is more than Fifty Lakh, then at the time of credit of such sum to the account of Developer or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Purchaser/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income.

23. MORTGAGE OR CREATE A CHARGE OVER THE SAID UNIT:

23.1 After the Developer executes this Agreement he shall not mortgage or create a charge on the Unit and if any

such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Unit.

- 23.2 The Promoter shall be entitled to avail any loan and/or borrowings either as project loan or otherwise under any other nomenclature, either from any bank/s and/or financial institute and/or person for development and completion of the project on the said land and/or other pieces of land which may be the subject matter for development by the Promoter.
- 23.3 The Promoter shall be entitled to create security either by way of mortgage or otherwise, on the Project land and/or other pieces of land which may be the subject matter for development by the Promoter in favour of such bank/s and/or financial institute and/or person.
- 23.4 The Allottee hereby has accorded his/ her/ their irrevocable consent for the Promoter to avail such loan from any bank/s and/or financial institution and/or person, and covenants not to raise any obstruction and/or impediment and/or any objection for the same. However, the Promoter shall always keep the Allottee duly indemnified from repayment of such loan and/or consequences flowing there from with cost and expenses.

24. TRANSFER OF THE SAID UNIT:

- 24.1 The Purchaser/s shall not let, sublet, transfer, assign or part with this/her interest or benefit of this agreement or part with possession of the said premises until all the dues payable by him/her to the Promoters under this agreement are fully paid up and only if the

Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement AND unless and until he/she obtains previous consent in writing from the Promoters. Upon breach of this condition by the Purchaser, his assignee /transferee shall have no legal right to possess the SAID UNIT and to enjoy the benefits of these presents and such transferee / assignee would also be subject to appropriate legal action along with such Purchaser.

24.2 It is specifically understood by the Purchaser/s that the sample flat shown at site and brochure/s/leaflets published by the Promoters from time to time in respect of the scheme/s, are just advertisement material and contain various features such as furniture layout in and plantation shown around the building/s, scheme/s, colour scheme/s, placements of vehicle/s, etc, to increase the aesthetic value of the whole scheme/s and they are not the facts or things to be provided / developed by the Promoters.

24.3 Promoters herein are constructing building/s on the remaining portion/s of the said land/s in phases and the Purchaser/s shall not be entitled to raise any objection, obstruction, hindrance, etc., on whatsoever ground and also shall not claim any compensation/ remuneration/ demands, etc., regarding such phase wise construction and also allow one or more accesses for the same, as well as allow utilizing of the existing service lines such as water, drainage, electricity, etc., for the new phases. The Purchaser/s has no objection and hereby given his/her/their irrevocable consent for the same.

25. BINDING EFFECT:

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

26. ENTIRE AGREEMENT:

This Agreement (including this clause, schedules and Annexure) contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or representations, oral or written, express or implied other than those contained

in this Agreement. The Purchaser/shereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any other agreements, allotment letter, correspondences, arrangements, advertisement or brochure by the Developer and/or its agents to the Purchaser/s and/or his/her/its/their agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement and supersedes the same and the terms and conditions herein contained and read and understood by the Purchaser/s prior to the execution hereof alone shall be considered as having induced the Purchaser/s to enter into this Agreement.

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEE(S):

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

28. PLACE OF EXECUTION:

A) The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other

place, which may be mutually agreed between the Developer and the Purchaser/s in after the Agreement is duly executed by the Purchaser/s and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

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

29. NOTICES:

That all notices to be served on the Purchaser/s and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Developer by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME OF THE PURCHASER/S:

MR./MRS. _____

ADDRESS: _____

Email ID: _____

NAME OF DEVELOPER:

M/S. SUYOG BUILDERS

A Registered Partnership Firm

Having its office at: - “Krishnai Apartment”,

Flat No.9, Above Hotel Sarja,

ITI Road, Aundh, Pune: - 411007.

Email ID:

info@suyogspace.com

It shall be the duty of the Purchaser/s and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be.

30. JOINT PURCHASER/S:

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

31. STAMP DUTY AND REGISTRATION FEES:

Stamp duty, registration charges and out of pocket expenses as demanded by the Developer in respect of this Agreement, and any other documents required to be executed by the Developer or by the Purchaser/s shall be borne and paid by the Purchaser/s alone.

32. VALUATION FOR THE PURPOSES OF STAMP DUTY:

The consideration of the Said Unit as agreed between the Developer and the Purchaser/s herein and also as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Unit is as stated in hereinabove. The Purchaser/s herein has paid proper stamp-duty alongwith appropriate registration fees herewith as per Article 25(b)(ii) of Schedule-I read with Explanation-I of The Maharashtra Stamp Act. Accordingly, the Purchaser/s

has paid stamp duty and registration fees over the Consideration amount of the Unit which is more than the market value affixed by the office of the Registrar of assurances, Pune as under:

Agreement Value: **Rs.** _____/-
Stamp Duty: **Rs.** _____/-
Registration Charges: **Rs.** _____/-

SCHEDULE – I

(DESCRIPTION OF SAID LAND)

- a) All that piece and parcel of the land bearing Survey No. 176 Hissa No. 1/7A, totally admeasuring an area about 00 Hector 40 Ares, assessed at Rs. 01 Paise 00, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune out of which subject matter of the present deed is, an area admeasuring about 00 Hector 37.46 Ares.
- b) All that piece and parcel of the land bearing Survey No. 176 Hissa No. 1/8A, totally admeasuring an area about 00 Hector 40 Ares, assessed at Rs. 01 Paise 00, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune.
- c) All that piece and parcel of the land bearing Survey No. 176 Hissa No. 1/1, totally admeasuring an area about 00 Hector 94 Ares, assessed at Rs. 2 Paise 41, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits

of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune out of which subject matter of the present deed is, an area admeasuring about 00 Hector 10.60 Ares.

- d)** All that piece and parcel of the land bearing Survey No. 127 Hissa No. 1, totally admeasuring an area about 03 Hector 66.05 Ares, assessed at Rs. 06 Paise 98, situated at Village Wakad, Tal: - Mulshi, District: - Pune and also situated within the limits of Pimpri Chinchwad Municipal Corporation and also situated within the Registration jurisdiction of Sub-Registrar Haveli, Pune, out of which subject matter of the present deed is an area admeasuring about 00 Hector 05.94 Are.

The properties described in Para No. 1a) to 1d) are totally admeasuring an area about 00 Hector 94 Are and are collectively bounded as under: -

ON OR TOWARDS EAST : - By property owned

by M/s. SaiShraddha
Associates;

ON OR TOWARDS SOUTH : - By property out of S.

No.176;

ON OR TOWARDS WEST : -By 18 Meter D. P.

Road;

ON OR TOWARDS NORTH : - By internal road out

of Property bearing S.
No. 127/1 and S. No.
176/1/1;

(which is jointly referred to as “Said land ” for the sake of convenience only.)

SCHEDULE II
(Description of the Said Unit)

Unit Bearing No._____of_____ **BHK** Type
having carpet area admeasuring _____ **Square**
Meter, (subject to variation on account of internal plaster
finishing along with adjoining/appurtenant/ abutting) and
exclusive right to use, occupy enclosed balcony
admeasuring_____ **Square Meter**, Architectural
Projection admeasuring _____ **Square**
Meter,Terraceadmeasuring _____ **Square Meter**
situated on _____ **Floor** in the building /wing No.
“_____” along with exclusive facility to use
_____CoveredParking Space in the project known as
“**SUYOG SPACE**” situated on the Said Land described in
Schedule I hereinabove.

IN WITNESS WHEREOF parties hereinabove named have set
their respective hands and signed this Agreement at Pune in
the presence of attesting witness, signing as such on the day
first above written.

SIGNED SEALED AND DELIVERED by M/S. SUYOG BUILDERS Through its authorized partners MR. GORAKSH VITTHAL BHORas DEVELOPER/OWNER NO. 1 and OWNERSNo. 2 to____Through Their Constituted Attorney M/S. SUYOG BUILDERS Through its authorized partners MR. GORAKSH VITTHAL BHOR		
PHOTO	THUMB	SIGNATURE

--	--	--

SIGNED SEALED AND DELIVERED by the above named PURCHASER/S		
1. MR. _____		
PHOTO	THUMB	SIGNATURE

Witnesses	
1.	Name: Address: Signature:
2.	Name: Address: Signature: