

AGREEMENT FOR SALE

This Agreement For Sale made and executed at Pune on this _____ day of 2017.

BETWEEN

EMPIRE SHELTERS,

A Partnership firm duly registered under the Indian Partnership Act, 1932 having its branch/principal office at Aone Capital, 1206/B Shivajinagar, Apte Road, Pune 411004 through its Partner

MR. ANIKET RAVINDRA KAMAT,

Age 21 years, Occupation Business,

Residing at 111/4/5, Gajanan Colony, Ganeshkhind Road,
Pune 411016

HEREINAFTER REFERRED TO AS THE OWNER/PROMOTER

[Which expression shall unless it be repugnant to the context or meaning thereof, mean and include its present and future partners, their respective heirs, survivors, executors, administrators and assigns and nominee hereinafter indicated in this deed]

PARTY OF THE FIRST PART

AND

Name :- Mr. _____

Age :- ____ Years, Occupation :- _____,

PAN :- _____

Residing at :- _____
_____.

Hereinafter referred to as the "PURCHASER" [which expression shall, unless it be repugnant to the context or meaning thereof, mean and include he/she/they themselves, hers/his/their their legal heirs, executors, administrators, assigns, etc.]

PARTY OF THE SECOND PART

WHEREAS

1] EMPIRE SHELTERS PRIVATE LTD. A company registered under the Indian Companies Act, 1956 having its Registered Office at Krishna Dham, Prabhat Road, Lane No. 12, Pune 411 004 Through its Director Mr. Sachin Govind Apte, R/at : 47/A, Mayur Colony, Kothrud, Pune – 411038, MR. AMOL RAGHUNATH TAWARE, Residing at 1216/11, Jeevan Apts, Apte Road, K. P. Kulkarni Road, Pune 411 004, MR. VIJAY BABURAO SHEVALE Residing at C1, Amol Paradise, Aundh Road, Khadki Pune 411 020 and 22 individual plot owners [represented through their power of attorney Mr. Sachin Govind Apte, Director of EMPIRE SHELTERS PRIVATE LTD] were owners of various pieces of lands described in Schedule I hereunder written and have derived rights in the said land in the manner hereinafter indicated.

2] M/s Empire Shelters Pvt Ltd. Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale had jointly purchased certain portions of land from earlier owners by various Sale Deeds as indicated herein below:

a] Sale Deed dated 20/12/2010 was executed by Smt. Medha Ratnakar Jog jointly in favour of M/s Empire Shelters Pvt Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale for an area admeasuring 3 Are from Old S. No.102 Hissa No. 5, corresponding new S.No. 66/5/6 of Village Kondhwa Budruk, Taluka Haveli, District Pune which Sale Deed is registered in the Office of Sub Registrar Haveli No. 19 Pune at Serial No. 753/2011 on 20/1/2011. Said portion of 3 Are was purchased for a sum of Rs.21.60 lacs.

b] Sale Deed dated 28/12/2010 was executed by Shri. Anant Baburao Jagtap jointly in favour of M/s. Empire Shelters Pvt Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale for an area admeasuring 3 Are, from Old S. No.102 Hissa No. 5, corresponding new S.No.66/5/7 of Village Kondhwa Budruk, Taluka Haveli, District, Pune. The

said Sale Deed is registered in the Office of Sub Registrar Haveli No. 19 Pune at Serial No. 754/2011 on 20/1/2011. Said portion of 3 was purchased for a sum of Rs.21.60 lacs.

c] Sale Deed dated 28/12/2010 was executed by Shri. Anant Madhavrao Kalbhor jointly in favour M/s Empire Shelters Pvt Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale, for an area admeasuring 2 Are, from Old S. No.102 Hissa No. 5, corresponding new S.No.66/5/24 of Village Kondhwa Budruk, Taluka Haveli, District Pune. The said Sale Deed is registered in the Office of Sub Registrar Haveli No. 19 Pune at Serial No. 755/2011 on 20/1/2011. Said portion of 2 was purchased for a sum of Rs. 14.40 lacs.

d] Sale Deed dated 28/12/2010 was executed by Shri. Eknath Baburao Jagtap jointly in favour of M/s Empire Shelters Pvt Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale for an area admeasuring 4 Are, from Old S. No.102 Hissa No. 5, corresponding new S.No.66/5/8 of Village Kondhwa Budruk, Taluka Haveli, District Pune. The said Sale Deed is registered in the Office of Sub Registrar Haveli No. 19 Pune at Serial No. 756/2011 on 20/1/2011. Said portion of 4 was purchased for a sum of Rs. 28.80 lacs.

e] Sale Deed dated 28/12/2010 was executed by Shri. Avdhoot Narayan Gadre jointly in favour of M/s Empire Shelters Pvt Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale, for an area admeasuring 3 Are, from Old S. No.102 Hissa No. 5, corresponding new S.No.66/5/5 of Village Kondhwa Budruk, Taluka Haveli, District Pune. The said Sale Deed is registered in the Office of Sub Registrar Haveli No. 19 Pune at Serial No. 757/2011 on 20/1/2011. Said portion of 3 was purchased for a sum of Rs. 21.60 lacs.

f] Sale Deed dated 28/12/2010 was executed by Shri. Shridhar Baburao Jagtap jointly in favour of M/s Empire Shelters Pvt Ltd., Mr. Amol

Raghunath Taware and Mr. Vijay Baburao Shevale, for an area admeasuring 2 Are, from Old S. No.102 Hissa No. 5, corresponding new S.No.66/5/9 of Village Kondhwa Budruk, Taluka Haveli, District – Pune. The said Sale Deed is registered in the Office of Sub Registrar Haveli No. 19 Pune at Serial No. 758/2011 on 20/1/2011. Said portion of 3 was purchased for a sum of Rs. 14.40.

3] M/s Empire Shelters Pvt. Ltd. had acquired development rights in respect of certain lands from different owners by executing following documents:

a] Development Agreement dated 28/11/2012 executed by Smt. Jayashree Suresh Patil in favour of M/s Empire Shelters Pvt. Ltd. in respect of area admeasuring 4 Are bearing S. No. 66 Hissa No. 5/3 Kondhwa Budruk, Taluka Haveli, District Pune, which is duly registered in the Office of Sub Registrar Haveli No. 4 at S. No. 11049/2012. Under the said Development Agreement in consideration for transfer of development rights, M/s Empire Shelters Pvt. Ltd. had agreed to give to the owner Smt. Jayashree Suresh Patil 3 Residential Flats of 900 sq. ft. saleable/built up Area [constructed flat] i.e. 83.69 sq. mtrs. on the seventh floor in the front building and covered parking. Smt. Jayashree Suresh Patil has also executed irrevocable Power of Attorney on the same day in favour of M/s Empire Shelters Pvt Ltd., which is duly registered in the office of Sub Registrar Haveli No. 4 at Serial No.11050/2012. The said Power of Attorney specifically authorized the Attorney to execute Sale Deed in respect of said area on behalf of Smt. Jayashree Suresh Patil.

b] By Development Agreement dated 18/10/2012 executed by Mrs. Manjiri Sudhir Gokhale and 20 others [in all 21 persons] in favour of M/s. Empire Shelters Pvt Ltd. duly registered in the office of Sub Registrar Haveli No.4 at Serial No. 9588/2012 on 18.10.2012, M/s Empire Shelters Pvt. Ltd. had acquired development rights in respect of Area of 44.5 Are out of

land S. No. 66/5/1, 66/5/2, 66/5/4, 66/5/13 of Village Kondhwa Budruk. Consideration agreed to be given was in the form of 21 flats of 800 sq.ft. each. One additional flat was agreed to be given to Mr. Charudatta Tophkhane in building consisting of 24 flats & one additional Flat admeasuring 500 sq.ft. was agreed to be given to Charusheela Kenjale in other building. Said Manjiri Sudhir Gokhale and 20 others also executed an Irrevocable General Power of Attorney in favour of Mr. Sachin Govind Apte in his capacity of Director of M/s. Empire Shelters Pvt Ltd. in respect of said area admeasuring 44.5 R referred to herein above. The said Power of Attorney specifically authorizes the Attorney to execute Sale Deed in respect of the said Area on behalf of Mrs. Manjiri S. Gokhale and 20 others. The said Power of Attorney is duly registered in the office of Sub Registrar Haveli No. 4 Pune at Serial No.9589 on 18/10/2012.

4] M/s Empire Shelters Pvt Ltd. had individually purchased about 6 Are land which was earlier agreed to be acquired by a Partnership firm, M/s Sapre Project by the following documents:

a] In respect of land admeasuring 2 Are from out of S.No. 66/5/1 [Part] of Village Kondhwa Budruk Taluka Haveli, District Pune earlier owner thereof Mr. Keshav Vinayak Tamhankar had given development rights to M/s. Sapre Projects. Said Keshav Vinayak Tamhankar, Sapre Projects and M/s. Empire Shelters Pvt Ltd., executed Registered Cancellation Deed on 20/10/2012 which is duly registered in the Office of Sub Registrar Haveli No. 4 Pune at Serial No.9686/12. Simultaneously upon execution of the said Cancellation Deed Mr. Keshav Vinayak Tamhankar executed registered Sale Deed in favour of M/s. Empire Shelters Pvt Ltd. and sold the said area of 2 Are from out of S.No.66/5/1 [Part] to M/s. Empire Shelters Pvt Ltd. for consideration of Rs. 14 lacs. Said Sale Deed is registered in the Office of Sub Registrar Haveli No. 4 Pune at Serial No. 9687/2012 on 20/10/2012.

b] Mr. Sanjeev Ramchandra Desai was owner of land admeasuring 2 Are out of S.No.66/5/2[Part] of Kondhwa Budruk and had agreed to entrust the development rights in respect of the said land in favour of M/s. Sapre Projects. Said Mr. Sanjeev Ramchandra Desai, Sapre Projects and M/s. Empire Shelters Pvt. Ltd. entered into Registered Deed of Cancellation on 5/12/2012 which is duly registered in the Office of Sub Registrar Haveli No. 4 Pune at Serial No. 11068/2012 on 6/12/2012. Simultaneously upon execution of the said Deed of Cancellation, Mr. Sanjeev Ramchandra Desai executed Registered Sale Deed in favour of M/s. Empire Shelters Pvt. Ltd. wherein Sapre Projects is a consenting party and sold said 2 Are land from S.No. 66/5/5/2 [part] for consideration of Rs. 14 lacs to M/s. Empire Shelters Pvt. Ltd. The said Sale Deed is registered in the Office of Sub Registrar Haveli No. 4 Pune at Serial No. 11069/2012 on 6/12/2012.

c] Mr. Mahesh Hanumant Reddy was owner of land admeasuring 2 Are out of S.No.66/5/1 Part and had entered into Development Agreement with Sapre Projects. On 6/11/2012 Cancellation Deed was executed by Mr. Mahesh Hanumant Reddy, Sapre Projects and M/s Empire Shelters Pvt Ltd. thereby cancelling the earlier Development Agreement and Power of Attorney. The said Deed of Cancellation is registered in the Office of Sub Registrar Haveli No. 4 Pune at Serial No. 11071/2012 on 6/12/2012. A Sale Deed is executed by Mr. Mahesh Hanumant Reddy in favour of M/s. Empire Shelters Pvt. Ltd. wherein Sapre Projects is a consenting party, in respect of 2 Are land out of S.No.66/5/1 Part of Kondhwa. The agreed consideration of Rs.14 lacs has already been paid to Mr. Reddy. Said Sale Deed is duly registered in the Office of Sub Registrar Haveli No. 4 Pune at Serial No. 11072/2012.

5] M/s. Empire Shelters Pvt. Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale had thus either purchased or obtained

development rights in respect of total 71.5 Are of land from S. No. 66/5 (Part) of Kondhwa Budruk Taluka Haveli, District Pune. The said lands are more particularly described in **Schedule I** hereunder written. They had also prepared plans for development of the said land admeasuring 71.5 Are for construction of three buildings and had submitted the same with PMC & have received sanction for the same vide Commencement Certificate No. CC/1381/13 dated 30/07/2013.

6] M/s Empire Shelters Pvt Ltd. had also purchased Transferable Development Rights (TDR) admeasuring 805 sq. mtrs i.e. 8665 sq. feet from Mr. Kamlesh B. Jhala vide Agreement dated 27/08/2013 at the office of Sub Registrar, Haveli No. 22 which is duly registered at Serial No 4273/13. The company had specifically purchased the said TDR to consume the same at the proposed project at Survey No. 66/5 (Part), Kondhwa Budruk, Taluka Haveli, Dist-Pune.

7] By Conveyance Deed dated 31/12/2013 registered in the Office of Sub Registrar Haveli No. 16 at Serial No. 520/2014 on 18/1/2014, M/s Empire Shelters Pvt Ltd., Mr. Amol Raghunath Taware and Mr. Vijay Baburao Shevale and the said 22 individual plot owners referred to hereinabove, who had given Development Rights in respect of their respective lands to M/s Empire Shelters Pvt. Ltd. have sold the said property described in the Schedule I hereunder written to the Vendor /Owner/ Promoter.

7A] When certified copy of aforesaid Conveyance Deed dated 31/12/2013 was received, it was noticed that on account of error committed by the office of Sub Registrar in stamping of registration, after page no. 91, page No. 93 was written. In view of this, to ensure that there is no confusion, the parties to the said conveyance have executed Deed of Declaration dated 18/2/2014 which is registered in the Office of Jt. Sub Registrar II Haveli No. 16 at SerialNo.1422/14.

8] Further by Deed of Transfer M/s Empire Shelters Pvt Ltd. have sold and transferred the aforesaid TDR admeasuring 805 sq. mtrs. i.e. 8665 sq. Ft. referred in Clause 6 above to the Vendor/owner/Promoter vide Deed of Transfer of TDR dated 16.06.2014 registered in the Office of Sub Registrar Haveli No. 16 at Serial No. 5065/2012. The entire land admeasuring 71.5 R purchased by the Vendor/Owner/Promoter is described in Schedule I hereunder written. Name of the Vendor/Owner/Promoter has been duly entered in the revenue record i.e. 7/12 Extracts of the said lands which are collectively annexed hereto as Annexure A.

9] Thus the Vendor/owner/promoter herein is absolute owner of total land admeasuring 71.5 R i.e. 7150 sq. mtrs. described in Schedule I hereunder written and TDR admeasuring 805 sq. mtrs. referred in Clause No.7 and 8 hereinabove. The consideration which was agreed to be paid to the 22 individual owners of pieces of land [who are represented by Mr. Sachin Apte, Director of Empire Shelters Pvt Ltd.] in the form of constructed residential area which was to be paid by Empire Shelters Pvt Ltd. will now be paid by the Vendor/owners/Promoter in the same manner.

With a view to have a complete clarity regarding respective rights in Plot No. 1 and Plot No. 2 of the sanctioned layout dated 30/7/2013, predecessor in title of the Owner/promoter herein namely Empires Shelters Pvt Ltd., Mr. Amol R. Taware and Vijay B. Shevale, Smt. Manjiri S. Gokhale and 21 others referred to above, being Parties Nos. 1 to 4, owner/promoter/developer herein being Party No. 5 and Kaviraj Yashwant Pawar being Party No. 6 have executed Deed of Confirmation of layout of land bearing S.No.66/5/1 to 9, 66/5/13, 66/5/24 and 66/5/28 of Villalge Kondhwa Budruk, Tal. Haveli, District Pune, on 06/01/2016 which has been duly registered in the office of Sub Registrar Haveli No. 16 at Serial No. 163/2016.

10] The erstwhile owners of the aforesaid lands referred hereinabove applied for Non-Agricultural user under Section 44 of the Maharashtra Land Revenue Code 1966. Said application for N. A. permission was made only in respect of area admeasuring 6943.54 sq. mtrs. of land from out of area admeasuring 7068.62 sq. mtrs. which was the area of Plot No.2 of the sanctioned sub-division layout of land in question as more particularly described in Clause 9 hereinabove mentioned. Application N. A. permission was made for 6943.62 sq. mtrs. After excluding the area of proposed D. P. Road to the extent of 125.08 sq. mtrs.

By order dated 27/12/2013 the Additional Collector Pune exercising powers under Section 44 of M. L. R. C., 1966 passed an order thereby granting permission for conversion of area admeasuring 6943.54 sq. mtrs. for Residential User and also granted development permission for construction of 3 buildings on the said land. A copy of said N. A. Permission dated 27/12/2013 which is annexed hereto and as Annexure C to this Agreement for Sale and the same should be treated as part and parcel of this Agreement. Accordingly VENDOR/OWNER/PROMOTER has commenced construction on the captioned property.

11] The Vendor/Owner/Promoter is proposing to sell the various flats/tenements in the said buildings on what is popularly known as "Ownership Basis". The Purchaser was on the look out for purchasing suitable residential accommodation in the area of Katraj Kondhwa Road and after learning about the buildings being constructed by the Vendor/Owner/Promoter, the Purchaser approached the Owner/Promoter and enquired about the proposed construction.

12] The Vendor/Owner/Promoter, as per the demand from the Purchaser herein has given for inspection of all the plans, designs, specifications of the Scheme and all Title Deeds relating to the said land and such other documents as are specified under the Maharashtra

Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and transfer) Act, 1963 and Rules made there under;

13] According to the relevant Building Regulations and according to the **Development Plan** of Pune Municipal Corporation, though the total area of the land described in Schedule I is 7150 Sq. Mtrs.; while sanctioning the Lay Out and granting the Development Permission, the Planning Authority has taken the lesser of the two areas i. e. 7150 Sq. Mtrs. As indicated in the 7 x 12 extracts and 7068.52 Sq. Mtrs. as indicated in the Measurement Plan. Accordingly, at present and for the time being, development/construction potential of the land described in Schedule I is considered as 6943.54 sq. mtrs., after excluding an area of 125.08 Sq. Mtrs. which is the area under proposed Road Widening. The Planning Authority has sanctioned the Layout Plan and granted the Development Permission on the basis of the following calculations:-

Net Area Available For Development	7068.62 Sq. Mtrs.
15% Amenity Area/Space	1116.53 Sq. Mtrs.
10% Open Space	744.35 Sq. Mtrs.
Area under Internal Roads	260.71 Sq. Mtrs.
Total Building Potential After Adding Areas of Stair Cases etc. by charging Premium	7166.92 Sq. Mtrs.

Out of the total land an area admeasuring 1116.53 sq. mtrs. is required to be set apart as Amenity Space, area of 125.08 Sq. Mtrs. as road widening and 260.71 Sq. Mtrs. under the internal roads. The Owner/Promoter has option either to construct building/s in the said Amenity Space according to the approved user or to take FSI of said Amenity Space and roads and use it on the remaining portion of land and surrender the Amenity Space at a nominal cost of rupee 1 to the PMC. At present the Owner/Promoter has taken a final decision to utilize the entire development potential itself by utilizing the FSI of the Amenity Space and the aforesaid roads on the

remaining land and not to construct any buildings/ structures/tenements in the amenity space. The areas of Amenity Space and Roads are shown on the site plan of the said land which is hereto annexed and marked as Annexure B which should be treated as part and parcel of this Agreement. At the time of submitting Application for getting a Development/Building Permission, though the Owner/Promoter has taken a final decision regarding construction of the building potential representing Amenity Space of 1116.53 Sq. Mtrs., and Road Widening area of 125.08 sq. mtrs.; in view of the fact that under the Development Control Regulations it is necessary to first develop the Amenity Space, internal roads and convey them to the Appropriate/Planning Authority at a nominal cost and the fact that unless the area of the road widening is first required to be surrendered to the Appropriate Authority; at present, though the said Application does contemplate and propose the user of FSI of the areas of Amenity Space and Road Widening, the Development Permission/Building Permission presently granted is for permission to consume FSI potential of only 7068.62 sq. mtrs. including the area allowed to be used by paying FSI premium in accordance with the DC Regulations for which predecessor in title of the Owner/Promoter has already paid a premium of Rs. 1,33,22,316/-. According to the said Development Permission presently granted to the predecessor in title of Owner/Promoter, building potential of 7068.62 Sq. Mtrs. is being utilized in 1 building with 3 wings which are proposed to be constructed. However, on account of the decision of the Owner/Promoter to surrender the amenity space and the road widening area to the Planning Authority and utilize the development potential/FSI of the said amenity space, and road widening area on the remaining portion of the land out of the land described in Schedule I, there would be some additional construction which will be carried out by the Owner/Promoter after sanction of further

plans after Amenity Space and Road Widening Area is surrendered and as and when such plans are sanctioned.

In addition to the above, as indicated herein before, the Owner/Promoter will also load TDR admeasuring 805sq.mtrs. Which will result in sanctioning of Revised Plan and construction of additional floors on the buildings which are presently sanctioned. According to Development Control Regulation of Pune Municipal Corporation, TDR which can be consumed on the land is 0.6. At present owner/promoter has purchased TDR of 805 sq. Mtrs.

According to the Development Permission/Sanctioned Building Plans which are presently sanctioned, said Project is to consist of Residential Building having 3 wings as denoted on the sanctioned plan. In addition to this, a Club House is proposed to be constructed in the Open Space. For the sake of convenience and identification, the party of the First Part has designated the 3 wings, as Wing A, B and C.

14] With a view to make a clear disclosure and with a view to ensure that a very clear picture of the entire project which is proposed to be constructed is placed before the party of the Second Part, the party of the First Part is making a clear disclosure of the nature of the various wings proposed to be constructed; the number of floors and the number of tenements which are presently sanctioned and which are likely to be sanctioned and proposed to be constructed in future on the happening of any one or more of the following events/contingencies viz. (i) sale and handing over of the 15% Amenity Space to the Planning Authority against grant of FSI for that space, (ii) sale and handing over of the Road Widening Area to the Planning/Appropriate Authority against grant of FSI for that space, (iii) Loading and consumption of TDR of 805 sq. Mtrs which is already purchased by the Owner/Developer, (iv) Purchase and consumption/loading of additional TDR within the limits of TDR potential

of the land in question and consequent sanctioning of additional construction, v] Grant of additional FSI on re-measurement of land and demarcation matching full area of 7150 s. mtrs. of land as shown in 7/12 Extract consequent grant of FSI for that additional area of land which is presently not consumed, (vi) any change in the Development Control Regulations of the Development Plan of Pune leading to the change in FSI, (vii) for any other reason whatsoever. On the happening of any of the aforesaid 6 events/contingencies; the number of wings in the building, the number of floors in a particular wing and the number of tenements presently sanctioned and proposed to be constructed; according to the Development Permission / Building Plans presently sanctioned, will undergo a change.

Subsequently Owner / Promoter submitted Revised Building Plan in respect of carrying out additional construction by utilizing the aforesaid TDR on Wing B in the form of 3 floors consisting of 6 flats on 7th Floor & 9th Floor and 4 flats on 8th Floor. Pune Municipal Corporation sanctioned the said Revised Plan vide its Commencement Certificate bearing No. CC/4046/14 dated 23/03/2015 and accordingly Owner/Promoter is entitled to carry out said additional construction by utilizing the aforesaid TDR.

15] The Vendor/Owner/Promoter transfer the Amenity Space & Road winding Area to Pune Municipal Corporation by Transfer Deed dated 13/05/2016 registered in the office of Sub.Registrar Haveli No.16 at Serial No. 7552/2016.

Subsequently Owner / Promoter submitted Revised Building Plan in respect of carrying out additional construction by utilizing the aforesaid FSI on Wing A in the form of 5 of Floors consisting 3 flats on 6th Floor, 6 Flats on 7th, 9th & 10th Floor, 4 Flats on 8th Floor and 5 Flats on 11th Floor & Wing B in the form 2 of floors consisting of 6 flats on 10th Floor and 5 flats on 11th Floor. Pune Municipal Corporation sanctioned the said Revised

Plan vide its Commencement Certificate bearing No. CC/0915/16 dated 12/07/2016 and accordingly Owner/Promoter is entitled to carry out said additional construction by utilizing the aforesaid FSI as above.

DISCLOSURE ABOUT FLOORS AND NUMBER OF FLATS IN THE VARIOUS WINGS AS PER THE PRESENTLY SANCTIONED PLAN AND FLOOR, NUMBER OF FLATS ON THE FLOOR NUMBER OF FLATS WHICH MAY BE CONSTRUCTED ADDITINALLY IN FUTURE

1 WING A

Ground/Stilt/Parking Floor plus 6 upper floors. 6 flats on 1st to 7th floor, 9th & 10th Floor & 4 flats on 8th floor. Total flats in the wing as per the present sanctioned plan is 63.

The common terrace will be at the 11th floor level. the Owner/Developer will construct additional floors at and above 11th floor level.

2 WING B

Ground/Stilt/Parking Floor plus 6 upper floors. 6 flats on 1st to 7th floor, 9th & 10th Floor & 4 flats on 8th floor. Total flats in the wing as per the present sanctioned plan is 63.

The common terrace will be at the 11th floor level. the Owner/Developer will construct additional floors at and above 11th floor level.

3 WING C

Ground/Stilt/Parking Floor Plus 6 upper floors. 4 flats on each floor. Total number of flats in the wing as per the present sanctioned plan is 24.

In case of additional TDR being purchased by the Owner/Promoter or in case of grant of additional FSI as indicated hereinabove, owner/promoter may construct additional floors above 6th floor and in that case there will be additional flats.

16] For the sake of convenience and as and by way of a clear notice to the party of the Second Part, the party of the Second Part is hereby being informed that at the sole discretion and convenience of the party

of the First Part; there will be any change in General Land Lay Out, location and area of the Amenity Space, location and area of the Open Space and the internal road/s in the Lay Out, number of Wings, addition of one or more buildings, addition/deletion or one or more floors, addition or reduction in the number of flats etc. and the party of the Second Part will not have any right to object to any such changes or modifications save and except any modification in the area and internal dimensions of the flat/tenement hereby agreed to be sold. The party of the First Part will not make any change in the area and internal dimensions of the flat/tenement hereby agreed to be sold without the written consent of the party of the Second Part. On the happening of any one or more of the 6 contingencies mentioned in this clause hereinabove, the party of the First Part will be entitled to make such changes, is indicated hereinabove.

Thus, actual construction of the Building would undergo change as compared to Development Permission/Sanctioned Plans presently sanctioned by the Planning Authority. The Owner/Promoter is making a specific disclosure in respect of the aforesaid change and has made the Purchaser specifically aware of the aforesaid change.

17] The owner/promoter is having clear and marketable title in respect of land described in schedule I hereunder written and the same has been duly certified by Title Clearance Certificate/Report of Advocate Sadanand Hayatnagarkar dated 10/03/2014 which is annexed as Annexure B and shall be treated as part and parcel of this Agreement.

Except for the Deed of Mortgage dated 30th March, 2017 made between the promoter therein referred to as the Mortgagor of the One Part and Anand Rathi Global Finance Limited therein referred to as the Mortgagee of the Other Part and registered with the Sub-Registrar, Haveli No.16 under No.3142 of 2017 on 30th March, 2017, the said Property along with the construction thereon has been mortgaged to Anand Rathi Global

Finance Limited as a security for the repayment of the loan advanced by Anand Rathi Global Finance Limited to the Promoter as mentioned therein.

After the Purchaser's enquiry, the Owner/Promoter herein has requested the Purchaser to carry out independent search by appointing his own Advocate and to ask any queries he had regarding the marketable title and nature of the title and rights and authorities of the Owner / Promoter. The Purchaser satisfied himself in respect of the marketable title and rights of the Promoters and Developers and has agreed to show his interest to purchase the **Flat No._____ of Wing ____**, which is more particularly described in the Schedule II herein written and shown demarcated in Red Color on the Floor Plan hereto annexed and marked as Annexure E and which should be treated as part and parcel of this Agreement for Sale.

18] The Owner/Promoter has named the said Project as "Sharvil". The Owner/Promoter informed the Purchaser that the Owner/Promoter shall be entering into separate agreements with diverse purchasers in respect of the sale of flats/tenements in the said Project.

19] The Purchaser has thereafter approached the Owner/Promoter and has offered to acquire, the **Flat No._____ on the _____ floor of the Wing _____ of Project known as SHARVIL** shown marked in Red Colour on the plan annexed herewith as Annexure F (hereinafter referred to as "the said Flat") subject to the terms and conditions hereinafter mentioned in this Agreement for Sale which shall be registered under Indian Registration Act, 1908 and as provided in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, at the exclusive cost of the Purchaser. The Owner/ Promoter accepted the said Offer.

20) For the purposes of this Agreement, "Carpet Area" shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises.

21] That Owner/Promoter hereby agrees to sell and the Purchaser agrees to purchase the said **Flat No. _____ on the _____ Floor of the Wing __ in SHARVIL Complex, having Carpet Area of _____ Sq. ft. i.e. _____ sq. mtr. and area of enclosed balcony admeasuring _____ Sq.ft. i.e. _____ Sq.mtr. & exclusive right to adjoining terrace having carpet area of _____ sq. ft. i.e. _____sq. mtr. which Flat is more particularly described in the "Schedule II" (hereafter referred to as the said Flat) shown demarcated in Red Color on the floor plan hereto annexed as Annexure-F with exclusive right to use of Covered 4-wheeler Parking Space No._____.** For a total consideration of Rs. _____/- **(Rupees _____ Only)** and other charges, expenses and costs as per the payment details agreed upon.

21] The parties agreed to reduce into writing various terms and conditions as under:-

NOW THIS AGREEEMNT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONSTRUCTION:

As stated hereto before the Pune Municipal Corporation being the Planning Authority has sanctioned layout plan of the land admeasuring 7150 sq. mtrs. in accordance with the Measurement Plan which is more particularly described in Schedule II herein written and shown to be

admeasuring 7150 Sq. Mtrs. in accordance with the 7 X 12 Extracts, which is more particularly described in Schedule I herein written bearing Survey No. 66/5/1, 66/5/2,66/5/3, 66/5/4, 66/5/5, 66/5/6, 66/5/7, 66/5/8, 66/5/8, 66/5/9, 66/5/13 and 66/5/24 of Village Kondhwa Budruk, Taluka Haveli, District Pune and the building plans of the buildings which are under construction on the said land and which plan/s will be renewed or revised from time to time by the Promoter. The Promoter herein shall continue and complete the construction of the building on the said land in accordance with the plans, designs and specifications approved or to be approved by the concerned Planning Authority in accordance with rules and regulation of the Planning/Local Authority or concerned Development Controlling Authority. The approved plan has been seen separately and approved by the Purchaser/s, and the Purchaser agrees that the construction will be subject to such alterations and modifications as the Promoter in its/their sole discretion may think fit and necessary or may be required by the concerned local authority/Development Authority/Government, to be made in the same.

2. ALTERATIONS AND MODIFICATION IN SANCTIONED BUILDING PLANS AND SPECIFIC DISCLOSURES MADE BY THE PROMOTER AND SPECIFIC WRITTEN CONSENT OF THE PURCHASER.

The Promoter herein has specifically informed the Purchaser that, the present sanctioned buildings plans received from the Pune Municipal Corporation which is the Planning Authority/Local Authority is only for the part of the FSI of said land and does not consume the full FSI and further sanction to building plans for the remaining FSI of the said land and floating FSI/TDR is yet to be received. The Promoter herein has specifically reserved right to change the layout of the buildings including the building in which flat is agreed to be purchased by the Purchaser as stated and hence the Purchaser hereby gives his/her/their/its irrevocable consent to the Promoter herein to carry out such alterations, modifications in the

layout plans of land and building plans of the building which is under construction or to be constructed on the said land, change the place of the open spaces, road, building/s wings in the layout and also plan/s sanctioned or to be sanctioned or building/s or wing/s of the building/s under construction or to be constructed and to change elevation of the building, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice versa, as the Promoter in their sole discretion may think fit proper and/or such modifications and alterations which are necessary in pursuance of any law, rules, regulations, order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

Provided that, the Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the said Premises except (i) any alterations or additions required by the Government authorities/ local authority or development controlling authorities or due to change in any law, rules or regulations, or (ii) any minor changes or modifications as may be required by the Purchaser/s, or (iii) any minor changes or modifications or alterations as may be required due to architectural and/or structural reasons duly recommended and verified by the Project Architects or Engineers after proper declaration and intimation to the Purchaser/s.

3. CONSTRUCTION OF THE ACCOMMODATION:

The Purchaser/s hereby agree/s to purchase and acquire from the Promoter and the Promoter hereby agrees to sell and transfer to the Purchaser Residential **Flat No. _____ in Wing known as _____ Wing, situated in "SHARVIL Complex", having carpet area of about _____ sq. ft. equivalent to about _____ sq. mtrs. & area of enclosed balcony admeasuring _____ Sq.ft. i.e. _____ Sq.mtr., exclusive right to attached terrace having carpet area of about _____ sq. ft. equivalent to _____ sq. mtrs. on _____ floor [hereinafter referred to as "The Said**

Accommodation"] for a total consideration of Rs. _____/- (Rupees _____) Said Flat is demarcated in red color on the floor plan thereof annexed hereto as Annexure E which should be treated as part and parcel of this Agreement together with exclusive right to use **Covered 4-wheeler Parking Space No. _____** as shown demarcated in the red color on the plan which is hereto annexed and marked as Annexure F which should be treated as part and parcel of this Agreement [hereinafter referred to as the "said Parking Space" and wherever the context so permits the said flat and the said parking space are hereinafter collectively referred as the "Said Premises". The Owner/Promoter has decided that as the preferred form of organization of Flat Purchasers, Owner/Promoter would be forming and registering a cooperative housing society under Maharashtra Cooperative Societies Act 1960. As indicated herein, there is going to be construction of additional floors and flats in the building in Sharvil Complex. It is therefore not possible to indicate the exact nature of the general and restricted common areas and facilities in Sharvil Complex with complete details at this juncture.

However, Owner/Promoter has tried to broadly indicate the General and Restricted Common Areas which are set out in "Schedule – III" hereunder written. The Owner/Promoter herein has agreed to provide amenities in the said premises as described in Annexure G hereto which should be treated as part and parcel of this Agreement. The said consideration amount is fixed including the price for the proportionate share in the said land subject to the encumbrances of restricted areas and facilities and also includes proportionate share in price of the common area and facilities appurtenant to the said Accommodation, but excluding all expenses for obtaining electric connection from M.S.E.D.C.L., expenses for formation of Co-operative Society expenses for share money of society, legal charges, out of pocket and administrative expenses for

preparation and registration of this Agreement for Sale and ultimate Conveyance Deed which would be executed in future and payment of stamp duty and registration fees, which will have to be paid by the Purchaser/s to the Promoter or concerned authority separately.

4. PAYMENT IN INSTALLMENTS:

(A) The Purchaser/s herein is well aware that, the building in which the said Premises is situated and which building is under construction on the part of said land, the construction of which is in progress and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Promoters herein in the manner detailed hereunder

		Amount	Particulars
a)	10%	Rs. _____/-	Paid by the Purchaser/s to the Promoters prior to the execution of this Agreement.
b)	19%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters within 2 (two) days from the date of execution of this Agreement.
c)	01%	Rs. _____/- Rs. _____/-	Deducted as TDS by the Purchaser/s under the Income Tax Act and agreed to be deposited by the Purchaser/s with the concerned authority.
d)	15%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of plinth of the said building/wing in which the said premises is situated.
e)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 2 nd slab above the plinth of the said building/wing in which the said Premises is situated.
f)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 4 th slab above the plinth of the said building/wing in which the said Premises is situated.

g)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 6 th slab above the plinth of the said building/wing in which the said Premises is situated.
h)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 8 th slab above the plinth of the said building/wing in which the said Premises is situated.
i)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of 10 th slab above the plinth of the said building/wing in which the said Premises is situated.
i)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of all slabs including podium and stilts of the building/wing in which the said Premises is situated.
j)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of walls, internal plaster, floorings of the said Premises.
k)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
l)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of external plumbing and external plaster, elevation, terraces with water proofing of the building/wing in which the said Premises is situated.
m)	5%	Rs. _____/-	Agreed to be paid by the Purchaser/s to the Promoters on the completion of the lifts, water pumps, electrical fittings, electro, mechanical

			and environment requirements, entrance lobby, plinth protection, paving of areas if specified and all other requirements as may be prescribed in this Agreement of the building/wing in which the said Premises is situated.
n)	05%	Rs. _____/-	And other balances/dues against and at the time of handing over of possession of the said Premises to the Purchaser/s on or after receipt of Completion Certificate, whichever is earlier.
		Rs. _____ /-	TOTAL

(B) The Purchaser/s herein shall pay the aforesaid consideration to the Promoters herein on due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Promoters calling upon the Purchaser/s to make the payment. Payment in time is the essence of the contract.

(C) The Promoters herein informed to the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft issued/drawn in the name of **“Empire Shelters”**.

(D) The Promoters may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of 10% (ten percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoters.

(E) Notwithstanding anything to the contrary, it is specifically agreed by and between the parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.

(F) It is clarified that the Promoters shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said building in which the said Premises is situated and further that the Promoters shall also be at liberty to simultaneously undertake two or more stags of construction or items of work set out in the payment plan as stated in

Annexure "8" annexed hereto and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.

(G) The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Promoters may in its sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Promoters to adjust his/her/their payments in any manner.

(H) The parties hereto agree and covenant that in case of any delay in payment of installment shall led to delay in completion of the said Premises and would result in delay in handing over possession thereof by the Promoters to the Purchaser/s and that the Promoters shall not be responsible for delay in handing over the possession in case of delay of payments by the Purchaser/s.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

It is hereby agreed that the Promoter and the Purchaser/s herein shall observe and perform and comply with all terms and Conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting completion certificate. The Purchaser/s herein shall not be entitled to claim possession of the said Accommodation until the completion certificate in respect of the said Accommodation is received by the Promoter from the Local Competent Authority and the Purchaser/s herein has/have paid all dues payable under this Agreement in respect of the said Accommodation to the Promoter.

6. UTILIZATION OF FSI/FAR/TDR

It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index [FSI] available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land

transferred on other property or FSI of the other property transferred on the said land is also shown or on sanction will be shown in the sanctioned building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws. The Promoter shall have 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 land or any other FSI or TDR [Buildable Potential] granted by the Appropriate Authority and allowed to use the same on the said land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these present has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

Village Kondhwa Budruk is in the Limit of Pune Municipal Corporation. if there is any change in the Development Control Regulations of Pune and additional FSI or TDR potential is awarded, in case Owner/Promoter can use the same on the land described in Schedule I, Owner/Promoter will be entitled to use the such FSI/TDR on the said land. In case, however, it is not possible to use the same FSI on the same land, Owner/promoter will be entitled to utilize the said FSI in the form of TDR and shall be entitled to sell the same to any other person of the choice of Owner/Promoter and use the same on any other land. This is a right which is exclusively retained by the Owner/Promoter and even after execution of one or all Agreements in favour of the purchases of all the tenements in the Project, this right will remain with the Owner/Promoter and will not stand transferred to individual flat purchaser or Co-operative Society.

7. SPECIFIC DISCLOSURE AND CONSENT ABOUT FURTHER CONSTRUCTION

According to the building permission presently granted by the Planning Authority, the proposed building will have Wings and construction as indicated in **Clause 14 & 15** of the Recitals of this Agreement. However, the Promoter proposes to obtain further development permission for additional construction. For the sake of convenience and as and by way of a clear notice to the party of the Second Part, the party of the Second Part is hereby being informed that at the sole discretion and convenience of the party of the First Part; there will be any change in General Land Lay Out, location and area of the Amenity Space, location and area of the Open Space and the internal road/s in the Lay Out, number of Wings, addition of one or more buildings, addition/deletion or one or more floors, addition or reduction in the number of flats etc. and the party of the Second Part will not have any right to object to any such changes or modifications save and except any modification in the area and internal dimensions of the flat/tenement hereby agreed to be sold. The party of the First Part will not make any change in the area and internal dimensions of the flat/tenement hereby agreed to be sold without the written consent of the party of the Second Part. On the happening of any one or more of the 6 contingencies mentioned in this Recitals in Para 15 hereinabove, the party of the First Part will be entitled to make such changes, is indicated hereinabove. Thus, actual construction of the Building would undergo change as compared to Development Permission/Sanctioned Plans presently sanctioned by the Planning Authority. The Owner/Promoter is making a specific disclosure in respect of the aforesaid change and has made the Purchaser specifically aware of the aforesaid change.

The Purchaser is put to specific notice that there may be vertical extension of any of the said wings in the buildings by construction of additional floors depending upon the availability of FSI/TDR. In that eventuality, terraces, which are presently shown at the top floor of the

wings will not remain as terraces and the same will be used as base for construction of upper floors. While designing the said building and while using construction material for plinth, columns, beams and slabs, sufficient provision for bearing load of such additional construction has already been made by the Owner/Promoter and the Owner/Promoter has ensured that on account of such additional construction none of the internal dimension of **Flat No. _____ of Wing _____, in building known as situated in “Sharvil Complex”**, which is agreed to be sold will undergo any change to the prejudice of the Purchaser. Apart from this, the Owner/Promoter may also in its entire discretion submit plan for construction of security cabin which is permissible to be constructed in the said land described in Schedule-I hereunder written. After clearly understanding the possibility of aforesaid further construction and being conscious of the fact that Owner/Promoter will be entitled to carry out such additional construction at upper floors even after the construction of the building according to building plans which have been sanctioned at present is complete in all respects and even after the concerned Planning Authority grants Occupation/Completion Certificate in respect of the said constructed area, the Purchaser has consciously decided to enter into this agreement and agreed to purchase the said Accommodation which is subject matter of the present Agreement for Sale. The Purchaser hereby agrees not to raise any objection/obstruction on account of such further and/or additional construction at any point of time nor will the Purchaser claim any damage or loss of value of his tenement. The Purchaser is made fully aware that in the event of construction of such additional floors as aforesaid, Purchaser/family members of Purchaser/occupants may suffer some inconvenience on account of the construction activity including increased level of noise and suspended particles in air. The Purchaser agrees not to make or raise any claim on account of such increased noise level or suspended

particles in the air. The Purchaser hereby gives his conscious and irrevocable consent to the Owner/Promoter or assignee or nominee of the Owner/Promoter to carry out such additional construction. The Purchaser is also aware of the provisions of Section 7 and 7A of Maharashtra Ownership Flats Act, 1963 and agrees not to claim that consent hereby given either is blanket consent or claim that such consent amounts to an action of contracting out of the provisions of Maharashtra Ownership Flats Act, 1963.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE.

(A) The Promoters herein have made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Promoters in respect of the said land and the buildable potential as well as the encumbrances, if any, known to the Promoters.

(B) The Promoters herein have also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights and authorities of the Promoters in respect of the said land and also as regards the buildable potential by appointing his/her/their own Advocates/Architects/etc.. As required by the Purchaser/s, the Promoters herein have given all information to the Purchaser/s herein and he/she/they is/are acquainted himself/herself/themselves with all the facts as to the marketable title, rights and authorities of the Promoters herein in respect of the said land and also the buildable potential and after satisfaction and acceptance of the same has/have entered into this Agreement.

(C) The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Promoters in respect of the said land and the buildable potential and further the Promoter's rights and authority as to enter into this agreement.

9. PAYMENT IN DUE TIME IS THE ESSENCE OF THE CONTRACT

(A) Time is of the essence of this Agreement for the Promoters as well as the Purchaser/s.

(B) The Promoters shall abide by the time schedule for completing the project and handing over the said Premises to the Purchaser/s and the common areas to the ultimate organization of the tenement purchasers in the project after receiving the Completion Certificate from the concerned authorities.

(C) The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Premises and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Promoters as provided in Annexure “8” being the payment plan.

(D) If the Promoters fail to abide by the time schedule for completing the project and handing over of the said Premises to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not want to withdraw from the project, the Promoters shall pay interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like) for every month of delay, till the handing over of the possession of the said Premises.

(E) The Purchaser/s agrees to pay to the Promoters interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Promoters. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of the delay by the Promoters against delay in payments by the Purchaser/s.

(F) Without prejudice to the right of the Promoters to charge interest in terms of clause 7 (E) hereinabove, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s three defaults of payment of installments (either being the same or other and as demanded by the Promoters), the Promoters shall at its own option, may terminate this Agreement: Provided that, the Promoters shall give written notice of fifteen days send by Registered Post A.D. and by email at the address provided by the Purchaser/s of its intention to terminate this Agreement and of the specific breach/es of the terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Promoters within the period of the notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Promoters shall refund to the Purchaser/s, subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Premises which may then have been paid by the Purchaser/s to the Promoters. It is understood that the Promoters will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the parties that for the purposes of termination as envisaged herein the Promoters shall be entitled to liquidated damages quantified at 10% of the total consideration of the said Premises.

(G) At the time of accepting the said refund of the amounts as stated in clause 7 (F) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Promoters and shall also hand over the original of these presents to the Promoters. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Nikhil Jayant Palsule, Age: 37 years, Occupation: Service, Residing at: Flat No. 4, Vasant Apartment, Vadgaon Bk., Pune - 411041 being the person admitting these presents on behalf of the Promoters (The photocopy of the photo identity of Mr. Nikhil Jayant Palsule is annexed hereto as Annexure "11" hereto for purpose of identification), as his/her/their, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may be required to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of these present clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

10. SPECIFICATION AND AMENITIES:

The specifications of the said Accommodation and fixtures, fittings and amenities to be provided by the Promoter to the said Accommodation or

to the said building in which said accommodation is situated are described in the Annexure G Annexed hereto. If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Promoter and if it is possible for the Promoter, then the Promoter herein at its own sole discretion may provide the same, provided the Purchaser/s pays the cost/price of such extra amenities and undertake to pay or deposit the same prior to or immediately after commencement of such extra work and for such additions, bills raised by the Promoter shall be final.

11. DELIVERY OF POSSESSION:

The Promoters herein shall complete the construction of the said Premises in all respect on or before _____. In the event, the Promoters fail or neglect to hand over possession of the said Premises to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the said Premises with interest at the same rate as mentioned in clause __ (_) hereinabove from the date the Promoters have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

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

- (i) War, civil commotion, strikes or act of God.
- (ii) Any notice, order, rule, notification of the Government and/or public or competent authority or Court.
- (iii) The Purchaser/s has/have committed any default in payment of installment on its due dates as mentioned in Annexure "8" annexed hereto. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).
- (iv) Non payment or delay in payment of any governmental taxes and levies as set out in clause 2 (C) and 2(D) hereinabove. (This is without prejudice to the right of the Promoters to terminate this agreement as stated in these presents).

- (v) Non-availability or shortage of steel, cement, or any other building materials, water or electric supply including workmen/s, labourer/s, etc.
- (vi) Any extra work required to be carried in the said premises as per the requirement and at the cost of the Purchaser/s.
- (vii) Pendency of any litigation.
- (viii) Any unanticipated difficulty due to change in any Government rules or regulations or any objections from any Government authority or other Competent Authority.
- (ix) Any delay in getting any permissions, sanctions, consents, no objections or Completion Certificate from Pune Municipal Corporation or any concerned authority due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities well within the stipulated time frame.
- (x) Any delay in getting any services such as electricity, water, drainage, sewage connections or meters from concerned authority/department due to the procedural hazards and difficulties, inspite the same having being filed with the concerned authorities/department well within the stipulated time frame.

Any other reasons beyond the control of the Promoters including force majeure conditions.

12. DEFECT LIABILITY:

(A) If within a period of 5 (five) years from taking possession or 15 days from the date of obtaining the Completion Certificate from the concerned authority whichever is earlier, the Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defect/s shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoters reasonable compensation for such defect in the manner as provided under the Act.

Provided that, (i) the Purchaser/s shall maintain the said Premises in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Premises or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets,

which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoters, the defect liability automatically shall become void.

(B) The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoters and shall not mean defect/s caused by normal wear and tear, negligent use of said Premises by the Occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc.

(C) Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

13. USE OF THE SAID ACCOMMODATION:

The Purchaser/s shall use the said Accommodation or any part thereof or permit the same to be used only for the approved purpose as shown in the sanctioned plan, provided that any owner/s or occupiers of any tenement in the building / wing shall not use for Massage Centre, Gambling House or any illegal or immoral purpose. He/she/they shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s' own vehicles.

14. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME

A] The Promoter has decided to have the development of the said land under one name "Sharvil Complex"

B] The Promoter herein has specifically informed to the Purchaser/s herein and Purchaser/s herein is/are also well aware that the Promoter herein is Developing the Scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer color scheme, terraces, windows and grills etc. and hence Purchaser/s or any owner or occupier of the tenement/s in the building/s wing/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any type of permanent

or temporary structure on the terrace or to store soil or heavy things on terrace. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sell the said accommodation to the Purchaser/s herein on ownership basis, subject to the terms and conditions of this Agreement.

15. FORMATION OF ORGANISATION OF TENEMENTS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND:

(A) The Purchaser/s along with other purchaser/s of premises/tenements, etc. in the said building shall join in forming and registering a Cooperative Housing Society to be known as “__ _ _ _ _ Cooperative Housing Society Ltd.” or by such other name as the Promoters may decide and for this purpose also from time to time sign and execute all the application for registration and / or membership and the other papers and documents necessary for the formation and registration of the Cooperative Housing Society including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Purchaser/s, so as to enable the Promoters to register the Society, failing and / or neglecting to sign the necessary papers or not giving co-operation or assistance required by the Promoters, the Promoters shall not be liable for any delay in the formation of the Society, as the case may be and if the defaulter neglects or any of the Purchaser/s continues for a period of 2 (two) months, then the Promoters shall be relieved of their obligation to form the Society, which shall thereafter be formed only by all the tenement holders. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft byelaws of Society, unless it is required by the Registrar of Co-operative Society or any other Competent Authority, as the case may be.

(B) The Promoters shall form and register the Cooperative Housing Society after the sale of atleast 51% (fifty one percent) of the tenements in the project.

16. PROMOTER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

It is hereby agreed that the Promoter herein has the exclusive right of allotment of exclusive right to use and occupy different parking spaces

or terraces or open spaces or right to develop garden in adjoining open spaces/s, space for advertisement, installation of hoardings, installation of tower/s for wireless communication, to one or more person/s of their choice. It is hereby agreed that the areas mentioned in the Schedule III written hereunder under head Common Facilities only shall be the common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose of other areas and facilities in such manner as the Promoter thinks fit.

17. PAYMENT OF TAXES

From the date of the possession / Completion Certificate whichever is earlier in respect of the said Accommodation, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Accommodation 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, generator 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 Promoter or the authorized committee of the society which is to be formed by the Promoter/tenement holders herein as stated hereinabove. But it is specifically agreed between the Parties hereto that, the Promoter, said owners and interested parties are not responsible / liable to pay or share in the aforesaid expenses in respect of unsold premises / accommodation in the building/s wing/s which is/are under construction on the said land.

18. PAYMENT OF STAMP DUTY, REGISTRATION FEE, LOCAL BODY TAX, ETC.

The Purchaser/s herein shall bear and pay stamp duty and registration fees, Local Body Tax and all other incidental charges

etc in respect of this agreement and the conveyance in favour of the Purchaser/s & the society.

19. SPECIFIC COVENANTS

A] The Purchaser/s herein admits and agrees to always admit that the Promoter is always ready and willing on all payment payable by the Purchaser/s under this agreement to the Promoter herein, on completion of construction of the said accommodation and to grant possession of the same and further on completion of the project to execute proper **Conveyance Deed** of the said land in favour of the society after completion of the entire development of the Project Sharvil. The grant of completion / occupation certificate by the Planning Authority, in respect of the said Accommodation shall be conclusive proof as to completion of construction of the said Accommodation.

B] The Purchaser agreed to pay Maharashtra Value Added Tax [VAT under Maharashtra Value Added Tax Act 2009, service tax under the provisions of Finance Act and Local Body Tax [LBT] under the provisions of Maharashtra Municipal Corporations Act 1949 and any other taxes as may be payable on account of purchase of the said tenement.

If at any time, after execution of this agreement, any additional tax **i.e.GST/ VAT / Service Tax/ LBT** / duty / charges / premium / cesses / surcharge etc. by whatever name called, is levied or recovered or becomes payable under any statute /regulation /notification / order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said land or the said Accommodation or this agreement or the transaction herein, shall exclusively be paid / borne by the Purchaser/s. The Purchaser is specifically made aware that Service Tax, LBT and Value Added Tax at the presently prescribed rate

would be payable in respect of the transaction for sale of the tenement and the same would be levied and recovered by the Owner / Promoter and would be paid by the Purchaser/s. In case there is any increase in the rate of aforesaid taxes even with retrospective effect, the Purchaser shall be liable to make the said payment and the Purchaser/s hereby always indemnifies the Promoter from all such levies cost and consequences.

C] After the Promoter obtaining the completion certificate in respect of the said Accommodation, the Purchaser/s shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking etc. as might be required by the Promoter.

D] The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, tenements in the building which is to be construed in the amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s garden space/s, space/s for advertisement, for erection of mobile / telecommunication tower/s, Dish Antennae or any other 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.

E. Nothing contained in this agreement is intended to be or 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 Accommodation. The Purchaser/s shall have no

claim save and except in respect of the said Accommodation hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, Garden space etc. will remain the property of the Promoter until the said land and building is/are transferred to the society as hereinbefore mentioned.

F. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter or 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 Promoter.

G. In the event of the Society of flat purchasers in the project being formed and registered before the sale and disposal of all the Accommodations in the building/s wing/s, all the power, authorities and rights of the Accommodation Purchaser/s herein shall be always subject to the Promoter's over all right to dispose off unsold tenements and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee as the case may be shall have no right to demand any amount from the Promoter therein in respect of the unsold flats accommodation/tenements in the building, which is to be constructed on the amenity space, area towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges, etc.

H. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto

that, the Promoter shall have all the rights under this agreement and other agreements in respect of the said accommodation and such rights shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the accommodations in the building/s is received by the Promoter.

I. The Promoter herein has not undertaken any responsibility nor has he / they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this Agreement.

J. If any marginal open space adjacent to the building at ground floor or adjacent terrace or terrace above any tenement, has / have allotted by the Promoter to the Purchaser of any tenement in the building, such respective buyer and occupier of such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or occupier of tenement holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as an exclusive right use the terrace, open space, parking space etc. along with the said accommodation, if any.

K. Commencing a week after notice in writing it is given by the Promoter to the Purchaser, that the premises is ready for use and

occupation or obtaining occupation certificate from Local Planning Authority whichever is earlier the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the said land and building namely local taxes, betterment charges or such other levies by the concerned local authority and / or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building Association of Apartment is formed and the said land and building/s transferred to it, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Flat Purchaser's share is so determined the Purchaser shall pay to the Promoter provisional amount as advance towards the said outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance is executed in favour of **Co-operative Society** as aforesaid. Subject to the provisions of Section 6 of the said Act on such conveyance being executed, the aforesaid deposits [less deduction provided for in this Agreement] shall be paid over by the Promoter to the **Co-operative Society**. It is binding upon the Purchaser to pay Rs. 2.60/- per sq. ft. on total carpet area towards the provisional amount for the initial period of 24 months from the date of the said premises being ready for possession, towards the aforesaid outgoings, the Promoter shall not be bound to hand over the possession of the said premises to the Purchaser till it has received the said provisional deposit amount. It is clearly understood that the aforesaid initial deposit does not include the dues for the electricity bills and the Corporation Tax for the Purchaser's premises. The Purchaser/s shall be liable to pay

electricity bill of individual meters separately. It is understood that the Promoter shall themselves look after the maintenance of the said Plot and building/s thereof initially for minimum six months from the date of completion of the building/s and apply the said deposit towards expenses on this account. If it is found by the promoter that the said deposit is not adequate or it is likely to be finished very soon, the Promoter shall have right to demand the payment of additional deposit from the Purchaser, and the Purchaser hereby agrees to meet such requisition immediately without protest. . After formation of **Co-operative Society**, the selected body of managing committee of the **society** will decide about the quantum of monthly contributions towards maintenance charges, etc.

L. The Purchaser/s herein shall bear and pay charges and deposit as to the proportionate expenses for land area for installations of Transformers and other incidental expenses for obtaining electricity / electric meter/s for the said accommodation from the M. S. E. D. C. Ltd. or any other electricity distributing company. The aforesaid amounts shall be handed over / paid by the Purchaser/s to the Promoter. The Purchaser/s has / have agreed to pay at the time of execution of these presents lump sum amount of Rs. 80,000 for electrical installation, if the Purchaser/s herein fails or neglects to pay the expenses for M.S.E.D.C. Ltd. / or any other electricity distributing company as aforesaid on demand to the Promoter then the Promoter herein will not be responsible or liable to obtain /provide electric meter for the said accommodation and in such circumstances it will be sole responsibility of the Purchaser/s to obtain the electric meter at his/her/their own cost and risk and Promoter herein will presume to be relieved from such liability but the Purchaser/s shall not be relieved from the liability to pay proportionate share in expenses for land area and installations of

Transformer, cables, transformer room, fencing, pedestal, cable trenches and other incidentals and also proportionate share for common electric meters and same shall be paid by the Purchaser/s to the Promoter within seven days from the written intimation.

Owner/Promoter has made the purchaser aware that in the said Project area of about 36 sq. mtrs. will be used for electrical transformer and promoter may be required to transfer the said area to the concerned Electricity Distribution company either by way of sale or lease as the case may be.

20. REPRESENTATIONS AND WARRANTIES BY THE PROMOTERS

(A) The Promoters has clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and have the requisite rights to carry out development upon the said land and also have actual, physical and legal possession of the said land for the implementation of the said land.

(B) The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the said project and shall obtain requisite approvals from time to time to complete the development of the said project.

(C) There are no encumbrances upon the said land or the said project save and except those disclosed in the Title Report and/or in this Agreement.

(D) There are no litigations pending before any Court of Law with respect to the said land or project save and except those disclosed in the Title Report and/or in this Agreement.

(E) All approvals, licenses and permits issued by the competent authorities with respect to the said project, or the said land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, the said land and the said building/wing shall be obtained following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said project, said land and the said building/wing and common areas.

(F) The Promoters have a right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.

(G) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement with any person/s or party with respect to the said land, including the said project and the said Premises which will in any manner affect the rights of the Purchaser/s under this Agreement.

(H) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement.

(I) At the time of execution of the Conveyance of the said land and structure to the ultimate organization of tenement purchasers, the Promoters shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the ultimate organization of the tenement purchasers.

(J) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said project to the concerned authorities.

(K) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said land) has been received or served upon the Promoters in respect of the said land and/or the said project save and except those disclosed in the title report and/or in this agreement.

21] PAYMENT OF MAINTENANCE CHARGES, CHARGES FOR FORMATION COOPERATIVE SOCIETY OF FLAT PURCHASERS AND LEGAL FEES.

In addition to the consideration for the said Flat indicated in clause 3 above and in addition to the amount of Rs. 80,000/- towards charges for electrical installation as indicated hereinabove, the Purchaser/s shall pay to the owners :

1] Maintenance charges @ Rs 2.60 per sq. ft. of total carpet area for of the subject flat of the said agreement for initial period of 24 months, being Rs. _____

2] Rs. 20,000/- being charges for formation or any other type of Association of Persons if occasion so arises.

3] Rs. 15,000/- legal charges for Agreement for Sale, Conveyance Deed,

4] Rs. 50,000/- being charges of Infrastructure Development

It is specifically agreed that non-payment or failure to pay any of these charges would constitute default on the part of the purchaser/s and would entitle the Owner / Promoter to exercise right of termination under Clause 11 of this Agreement.

22. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID ACCOMMODATION ETC.

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

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

B]Not to store in/outside the said Accommodation or surrounded are of the building/s wing/s, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage

the construction or structure of the building / wing or storing of such goods is objected to by the concerned local authority, any other authority or under any law and shall not carry out or caused to be carried out heavy packages up to upper floors, which may damage or likely to damage staircases, common passages, lift / elevator or any other structure of the building / wing including entrances of the building / Wing and in case of any damage is caused to the building in which the said Accommodation is situated on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

C] To carry at his/her/their own cost all internal repairs to the said Accommodation and maintain the said Accommodation in the same conditions, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser/s with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and / or other public authority.

D] Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the said Accommodation or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support, shelter and protect other parts of

the building and shall not chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC parts or other structural members in the said Accommodation without the prior written permission of the promoter.

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

F] Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Accommodation in the compound or any portion of the said land and the building/s wing/s.

G] To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the said Accommodation or from the date of possession, whichever is earlier and also any additional increased taxes, insurance etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the said accommodation by the Purchaser/s viz. User for any purposes other than for residential purposes as shown in the sanctioned plan.

H] The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser's interest or benefit factor of / under this agreement or part with the possession of the said Accommodation until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and Conditions of this agreement and until the Purchaser/s has

intimated in writing to the Promoter and obtained written consent thereof.

I] The Purchaser/s shall observe and perform all the rules and regulations which the Co-operative Society in the project may adopt at its inception and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said land and building/s, wing/wings which are to be constructed thereon and tenements 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 the Government and other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Society in the project, the owners of the tenements regarding the occupation and use of the Accommodation in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

J] Till the conveyance of the building in which the said Accommodation is situated is executed, the Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Accommodation and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

23. NAME OF THE SCHEME AND BUILDING/S

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project "SHARVIL COMPLEX" and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein

on any building/s and at the entrance of the scheme. The Purchaser/s or other tenement holders in the building/s or proposed Co-operative Society or its successors are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

24. MEASUREMENT OF THE AREA OF THE SAID ACCOMMODATION

(A) It is specifically agreed between the parties hereto that, in this agreement carpet area of the said premises and adjacent/top terrace are stated.

(B) Carpet area shall mean the net usable floor area of the said Premises, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Premises for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Premises for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Premises.

(C) At the time of taking the possession the Purchaser/s at his/her/their own discretion get measured the area of the said Premises in light of aforesaid principal and if any difference more than 5% in the area is found then the consideration of the said Premises shall be adjusted accordingly and either Promoters or Purchaser/s as the case may be refund or pay the differential amount.

(D) After taking the possession of the said Premises by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Premises.

25. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deeds, documents, etc. which are to be executed by the Parties hereto in pursuance of these presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and the Promoter after receiving written intimation with copy of the Registration Receipt will attend such office and admit execution thereof.

26. SERVICE OF NOTICES

All notices to be served on the Purchaser and if more than one Purchaser then on the Purchaser No.1 as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or Purchasers as the case may be by under certificate of posting at his/her/their address/es as specified in the title of this agreement or at the address intimated in writing by the Purchaser/s after execution of this agreement.

27. EFFECT OF LAWS:

This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Flats (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970, and the rules made thereunder.

28. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT ALLOTTEES

It is clearly understood and also agreed by the parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises in case of a transfer, as the said obligation go along with the said Premises for all intents and purposes.

29. STAMP DUTY AND REGISTRATION CHARGES

As agreed between the parties hereto, the Purchaser/s herein has paid proper stamp-duty along with appropriate registration fees herewith. The parties herein shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance which is called Conveyance Deed which is to be executed by the Promoter in favour of the Purchaser in respect of the said Accommodation. As stated above, additional Stamp of Rs. 100/- is affixed to this Agreement on account of the fact that

Clause No. 11 constitutes power of attorney executed by the Purchaser.

30. DISPUTE RESOLUTION MECHANISAM

Any dispute between the parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder.

SCHEDULE I HEREINABOVE WRITTEN

PART 'A' OF SCHEDULE-I

All that piece and parcel of Agricultural land situated at Village Kondhwa Budruk, Taluka – Haveli, Dist – Pune within the jurisdiction of Sub Registration District Taluka Haveli, District Pune and within limits of Pune Municipal Corporation, bearing Survey Nos. 66/5/1, 66/5/2, 66/5/3, 66/5/4, 66/5/5, 66/5/6, 66/5/7, 66/5/8, 66/5/9, 66/5/13 & 66/5/24, admeasuring 71.5 Are and bounded by:

East : Remaining part of the Survey Number 66

South : 24 Mtrs. wide D. P. Road

West : Dhariwal School

North : Remaining part of the Survey Number 66

SCHEDULE II HEREINABOVE REFERRED TO

Flat No. _____ situated on _____ Floor of the _____ Wing of the Building of “Sharvil Complex” proposed to be constructed on the land more particularly described in Schedule I hereinabove and shown demarcated in Red Color in Floor Plan annexed as Annexure E to this Agreement. The said Flat has carpet Area of _____ sq. ft. equivalent to _____ sq. mtr. area of enclosed balcony admeasuring _____ Sq.ft. i.e. _____ Sq.mtr. & exclusive right to adjoining terrace having carpet area of _____ sq. ft. i.e. _____ sq. mtr. together with exclusive right to use Open/ Covered 4-wheeler Parking Space No. _____.

SCHEDULE III HEREINABOVE REFERRED TO

Tentative description of General and Restricted Common areas and facilities of Sharvil Co-operative Society

A] General Areas and Facilities

1. Foundation
2. Plinth
3. All walls
4. Pillars
5. Columns
6. Girders
7. All external walls
8. Lift and lift well
9. Lift room,
10. Common meter room
11. Electricity meter for electric supply to the open spaces, stilt, stair cases, lift, water pump and bore well and common terrace.
12. Club House and security cabin in case if the Promoter decided to construct such cabin..
13. Compound Wall and gate surrounding the land described in Schedule I.
14. Underground and overhead water tanks,
15. Municipal Water Connection and pipelines and meters
16. Entire plumbing net work in the building save and except internal plumbing network inside a flat.
17. Top most floor of the building
18. 2-wheeler and cycle parking spaces

19. Electrical fittings and wiring in the stair cases, lift, stilt, side open spaces and common terraces
 20. Bore well and water pump installed on the bore well and plumbing network of the bore well.
- II. Restricted Common Areas and facilities
- 1] 4-wheeler parking lot which is specifically allotted to individual flat purchaser
 - 2] Individual electric meter, wires and cables from individual electric meter till respective flat.
 - 3] Solar water heating system.
 - 4] Water supply lines network.
 - 5] Lighting system in the common areas like garden, club house, internal roads, parking areas, stair cases and common passages in the buildings.

IN WITNESS WHEREOF ALL THE PARTIES HAVE SET THEIR HANDS ON THE DAY
MONTH AND YEAR HEREIN BEFORE MENTIONED.

SIGNED, SEALED AND DELIVERED
BY THE WITHNAMED PARTY OF THE
FIRST /PROMOTERS AND DEVELOPERS
M/s. EMPIRE SHELTERS

Represented by its Partner

Mr. Aniket Ravindra Kamat

PARTY OF THE FIRST PART

SIGNED, SEALED AND DELIVERED
BY THE WITHNAMED PARTY OF THE
SECOND PART / PURCHASER

Mr. _____

PARTY OF THE SECOND PART

In presence of Witnesses

1] Signature : _____

Name : _____

Address : _____

2] Signature : _____
Name : _____
Address : _____

LIST OF ANNEXURES

Annexure –A
Collectively

7/12 Extract

Annexure – B
Commencement Certificate

Annexure – C
N. A. Order

Annexure – D
Title Certificate

Annexure – E
Floor Plan

Annexure – F
Parking

Annexure – G
Amenities & Specification

Power of Attorney

