

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made at Pune this _____ day of _____ 2018

BETWEEN

M/s. DYNAMIC REALTY VENTURES, a Proprietary concern, having its Office at Shruti Plaza, Saki Vihar Road, Powai, Mumbai, through the hands of it's Proprietor MR. RAJEEV SHIVNATH SONKAR, (PAN NO. AFMPS2688M) hereinafter referred to as the "**PROMOTER**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Proprietor himself, his heirs, executors, administrators and assigns] **OF THE FIRST PART;**

AND

M/s. DYNAMIC REALTY ENTERPRISES, a Partnership firm, registered under the provisions of Indian Partnership Act, 1932, having its Office at Shruti Plaza, Saki Vihar Road, Powai, Mumbai, through the hands of it's Partner MR. RAJEEV SHIVNATH SONKAR, hereinafter referred to as the "**CONFIRMING PARTY NO. 1**" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor] **OF THE SECOND PART;**

AND

1 MR. DEVANAND SOPANRAO GHULE

Age : 57 years, Occupation - Agriculture & Advocate.

2 MRS. VANDANA DEVANAND GHULE

Age : 54 years, Occupation - Agriculture & Business

3 MR. RAHUL DEVANAND GHULE

Age : 33 years, Occupation - Agriculture & Business.

4 MR. VIRAJ DEVANAND GHULE

Age : 28 years, Occupation - Agriculture & Business

All r/at ' Krishnai' 64, Mahesh Housing Society, Bibwewadi, Pune 37.

Through their Power of Attorney Holder

M/s. DYNAMIC REALTY VENTURES

A Proprietary concern, having its Office at Shruti Plaza, Saki Vihar Road, Powai, Mumbai, through it's Proprietor

MR. RAJEEV SHIVNATH SONKAR.

Age ----- years, Occupation - Business

Hereinafter referred to as the "**CONFIRMING PARTY NO. 2**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/their heirs, executors, administrators and permitted assigns) **OF THE THIRD PART;**

AND

1. _____

PAN No. _____ Age – _____ years Occupation: _____

2. _____

PAN No. _____ Age – _____ years Occupation: _____

Both Residing at: - _____ Hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/their heirs, executors, administrators and permitted assigns) **OF THE FOURTH PART;**

WHEREAS all that piece and parcel of the land bearing Survey No.53, Hissa No.4/2, Undri, Tal. Haveli, District Pune admeasuring Hectares 00 = 65 Ares, is owned by Mr. Devanand Sopanrao Ghule and others i.e. the Confirming Party no. 2 herein.

AND WHEREAS vide Agreement dated 08.05.2014, which is duly registered under Serial No.4536 with the Sub-Registrar, Haveli X, Pune, read with Supplemental Agreement dated 30/11/2015 which is duly registered under Serial No.13374/2015 with the Sub-Registrar, Haveli X, Pune, the said Mr. Devanand Sopanrao Ghule & Ors i.e. the Confirming Party no. 2 herein have transferred and assigned the development rights in respect of the said land unto and in favour of the Promoter herein for the consideration and upon the terms and conditions therein contained.

AND WHEREAS the Collector of Pune (Revenue Department) has permitted non- agriculture use of the said land bearing S. no. 53, Hissa no. 4/2. Undri, admeasuring 0 H. 65 Ares vide it's Order dated 03.12.2014 bearing No.PMH/NA/SR/417/2014, excluding the area under road and has also sanctioned the plans alongwith the said Order for the building plans and specifications in respect of the construction of buildings containing Flats / Units and other structures on the said Land. Copy of the said N. A. Order is annexed hereto and marked as "**Annexure – A**"

AND WHEREAS the Confirming Party No. 1 herein is the owner/ holder of development rights/ holder of joint development rights in respect of the following lands adjacent to the said land :-

Sr.No.	Survey No./ Hissa No.	Area Hec = Ares	Nature of rights held by the Confirming Party No. 1
1	54	01 = 48	Ownership
2	54	00 = 12	Rights of development under Agreement for Joint Development dated 19/12/2016 duly registered at the office of Sub-Registrar Haveli No.22 at Serial No.15748/2016, entered into by and between the Owners i.e. (1) Mr. Chandrakant Ratanchand Mutha, And (2) Mrs. Shradha Chandrakant Mutha on one part and the Confirming Party No. 1 herein on the other part.
3 4	53/2 53/3	00 = 88 00 = 82	Rights of Development under Development Agreement dated 27/02/2017 duly registered at the office of Sub-Registrar Haveli No.17 at Serial No.2813/2017, entered into by and between the Owners i.e. Mr. Purushottam Premji Patel & Ors on the one part and the Confirming Party No. 1 on the other part.
5	53/1	00 = 44	Rights of development under Development Agreement dated 14/06/2017 duly registered at the office of Sub-Registrar Haveli No.17 at Serial No.4625/2017, entered into by and between the Owners i.e. (1) Mr. Uttam Laxman Ghule, (2) Mrs. Kasubai Uttam Ghule, (3) Mr. Dadasaheb Uttam Ghule, (4) Mrs. Sheetal Dadasaheb Ghule, (5) Mr. Ganesh Uttam Ghule, (6) Mrs. Urmila Ganesh Ghule on the one part and the Confirming Party No. 1 on the other part.
6	53/1	00 = 44	Rights of development under Development Agreement dated 15/06/2017 duly registered at the office of Sub-Registrar Haveli No.17 at Serial No.4637/2017, entered into by and

			between the Owners i.e. (1) Mr. Gulab Kaluram Ghule, (2) Mrs. Meena Gulab Ghule, (3) Mr. Dattatraya Kaluram Ghule And (4) Mrs. Anita Dattatraya Ghule on the one part and the Confirming Party No. 1 on the other part.
	Total	04 = 18	

AND WHEREAS the aforesaid lands totally admeasuring Hectares 04 = 18 Ares adjacent / adjoining to the said land. The Copies of the 7/12 extracts in respect of the said larger land are annexed hereto and marked as **Annexure "B"**.

AND WHEREAS the Promoter and the Confirming Party no. 1 herein have initially caused amalgamation of the lands admeasuring Hectares 00 = 65 Ares bearing S.No.53 Hissa No.4/2, Undri and the land admeasuring Hectares 01 = 60 Ares out of the land bearing S. No. 54, Undri and the Pune Metropolitan Regional Development Authority, Pune, has sanctioned the layout and building plans in respect of the said contiguous two block of lands admeasuring Hectares 02 = 25 Ares and the construction to be carried thereon vide it's Commencement Certificate bearing No. DP/BHA/MAU.UNDRI/S.NO.53 & 54 PAI/PRA.KRA/1248/15-16 dated 20/09/2016; Copy of the said Commencement Certificate is annexed hereto and marked as "**Annexure – C**".

AND WHEREAS the Collector of Pune (Revenue Department) has permitted non agricultural use of the said lands bearing Survey No. 53, Hissa No. 4/2, Undri admeasuring Hectares 00 = 65 Ares and the land admeasuring Hectares 01 = 60 Ares out of the land bearing S.No.54, Undri vide it's Order dated 04/11/2016 bearing No.PMH/PMRDA/NA/SR/219/2016. Copy of the said N. A. Order is annexed hereto and marked as "**Annexure – D**"

AND WHEREAS the Collector of Pune has permitted non agricultural use of the balance lands bearing S. no. 53/1, 53/2, 53/3, Undri vide it's Order dated 11/10/2017 bearing No. PMH/PMRDA/NA/SR/118/2017. Copy of the said N. A. Order is annexed hereto and marked as "**Annexure – E**"

AND WHEREAS as per the notification passed by the Urban Development Department, Government of Maharashtra on 04/10/2017, the lands in Village Undri and other 10 villages have been included in the extended limits of Municipal Corporation of Pune and the same has been accepted by the Municipal Corporation of Pune on 30/10/2017.

AND WHEREAS with a view of exploiting the maximum potentiality of the aforesaid lands, the Promoter herein and the Confirming Party No. 1 herein have mutually caused further amalgamation of the lands bearing Survey No. 53, Hissa No. 2, Undri admeasuring Hectares 00 = 88 Ares, Survey No. 53, Hissa No. 2, Undri admeasuring Hectares 00 = 82 Ares and Survey No. 53, Hissa No. 1, Undri admeasuring Hectares 00 = 88 Ares with the earlier amalgamated lands totally admeasuring Hectares 02 = 25 Ares comprising of the lands bearing Survey No. 53, Hissa No. 4/2, Undri admeasuring Hectares 00 = 65 Ares and the land admeasuring 1 H. 60 Ares out of the land bearing Survey No. 54, Undri totally admeasuring Hectares 09 = 32 Ares. The Pune Metropolitan Regional Development Authority, Pune, has sanctioned the layout and building plans in respect of the said contiguous block of lands together admeasuring Hectares 04 = 83 Ares and the construction to be carried thereon vide it's Commencement Certificate bearing No DP/BHA/MAU.UNDRI/S.NO.53/4/2, 54 PAI, 53/1, 53/2, 53/3, /PRA.KRA/981/17-18 dated 01/02/2018. The aforesaid lands together admeasuring 4 H. 83 Ares are hereinafter referred to as the 'said larger land'.. Copy of the said Commencement Certificate and revised layout plan is annexed hereto and marked as "**Annexure – F**" and "**Annexure – G**" respectively.

AND WHEREAS the total area of the amalgamated lands i.e. the said larger land as aforesaid is 48,300 sq. mtrs. out of which as per the sanctioned lay-out aforesaid an area of land admeasuring 6732.33 sq. mtrs. is presently earmarked for amenity space and an area of land admeasuring 3236.72 sq. mtrs. is falling under 24 mtr. wide D.P. road as more particularly earmarked and shown in the said lay-out.

AND WHEREAS after excluding the land falling under amenity space admeasuring 6732.33 sq. mtrs. and the land under D.P. road admeasuring 3236.72 sq. mtrs. as shown in the sanctioned layout, as on today an area of land admeasuring 38,330.95 sq. mtrs. remains out of the aforesaid amalgamated lands together admeasuring 48,300 sq. mtrs. owned and/or to which the Promoter and the Confirming Party no. 1 are entitled as aforesaid and the said land admeasuring 38,330.95 sq. mtrs. is hereinafter referred to as the '**SAID PROPERTY**' and more particularly described in Schedule I written hereunder.

AND WHEREAS in furtherance of their respective rights and titles in the said property admeasuring 38,330.95 sq. mtrs. as mentioned aforesaid and as per the understanding arrived at between the Promoter and the Confirming Party no. 1 regarding the development of the said property described in the Schedule I hereunder, the Promoter towards its share/right in the said property is entitled to construct and develop the building with Wings 'A' & 'B' out of the sanctioned lay-out consisting 9340.80 sq. mtrs. of F.S.I. and sell the units therein to prospective purchasers.

AND WHEREAS in furtherance of their respective rights and titles in the said property admeasuring 38,330.95 sq. mtrs. as mentioned aforesaid and as per the understanding arrived at between the Promoter and the Confirming Party no. 1 regarding the development of the said property described in the Schedule I hereunder, the Confirming Party no. 1 towards its share/right in the said property is entitled to construct and develop the projects/schemes **DYNAMIC GRANDEUR** consisting of 3 (Three) residential/ commercial buildings i.e. **ESSENTIA C, ESSENTIA D and ESSENTIA E, DYNAMIC GRANDEUR** consisting of 1 (One) Commercial building i.e. **GRANDSTAND F**, residential/commercial project **DYNAMIC GRANDEUR PREMIUM G** and projects **DYNAMIC GRANDEUR PREMIUM H, DYNAMIC GRANDEUR PREMIUM I, DYNAMIC GRANDEUR PREMIUM J, DYNAMIC GRANDEUR PREMIUM K, DYNAMIC GRANDEUR PREMIUM L, DYNAMIC GRANDEUR PREMIUM M** upon the balance portion of the land out of the said property.

AND WHEREAS all the facts and circumstances pertaining to devolution of title in respect of the said larger land and the rights of the Promoter and/or the Confirming Party to the same are set out in the Certificates of Title, copies whereof are annexed hereto as **Annexure "H"**;

AND WHEREAS as mentioned aforesaid the Promoter is entitled to develop the said building with Wings 'A' & 'B' upon a portion of the said property consisting of lower ground and upper ground parking floors + 11 upper floors, as sanctioned by the P.M.R.D.A. as a phase to be constructed upon a portion of the said property described in schedule I hereunder and the present agreement is confined to the building carpet area admeasuring about 7122.82 sq. mtrs. of the building with Wings 'A' & 'B' only. The said building comprising of Wings 'A' & 'B' therein and having F.S.I. of 9340.80 sq. mtrs. (hereinafter referred as the 'said building') as sanctioned by the P.M.R.D.A. is hereinafter referred to as a '**Phase**' and is more particularly described in Schedule II hereunder.

AND WHEREAS the Promoter herein has commenced construction of the said Phase described in schedule II hereunder in the name and style as "**DYNAMIC OASIS**" as per the aforesaid sanctioned plans and has already sold certain units in the said Phase to various intending Purchaser/s by entering into separate Agreement/s with

such Purchasers under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963.

AND WHEREAS while sanctioning the said building layout and building plans the Pune Metropolitan Regional Development Authority (PMRDA) had laid down certain terms, conditions, stipulations and restrictions which were to be observed and performed by the Promoter while developing the said Phase and upon due observance and performance of which only the Completion Certificate in respect of the said Phase was to be granted by the said office;

AND WHEREAS the Promoter has registered the said Phase under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder with the Maharashtra Real Estate Regulatory Authority on 29/07/2017 under Registration No. P52100001931. Copy of the said Registration Certificate is annexed hereto and marked as "**Annexure – I**"

AND WHEREAS subject to what is stated above, the Promoter received all the approvals from the concerned authorities for implementation of the said Phase and the Promoter has taken all steps and has done all acts, matters or things necessary for obtaining Completion Certificate in respect of the said Phase after the physical completion thereof. In the meantime as the lands in Village Undri have been included in the extended limits of Municipal Corporation of Pune, the Municipal Corporation of Pune on inspection of the plans sanctioned by Pune Metropolitan Regional Development Authority (PMRDA), has issued Completion Certificate in respect of the said Buildings "A" and "B" bearing No. OCC/1016/18 dated 1/11/2018. Copy of the said Completion Certificate is annexed hereto as "**Annexure - J**"

AND WHEREAS in the circumstances, the Promoter is entitled develop the said Phase and sell the flats in the said Phase and as such, the Promoter is entitled to enter into Agreements for Sale with flat purchasers and is entitled to receive the sale consideration in respect thereof;

AND WHEREAS the Promoter has entered into a standard Agreement with ARCH.. VILAS TARWADI who is registered with the Council of Architects under the Architects Act, 1972 and such agreement is in accordance with the agreement prescribed by the Council of Architects and the Promoter has appointed MR. PARAG CHOPDA, for the preparation of the structural design and drawings of the said Phase and the Promoter accepts the professional supervision of the said Architects and the said Structural Engineer; provided however, the Promoter reserves the right to change the said Architect and Structural Engineers at any time;

AND WHEREAS the Purchaser/s/ Allottee/s has/have demanded from the Promoter and the Promoter has given inspection to the Purchaser/s/ Allottee/s of all the documents of title relating to the said property including the said Phase, the plans, designs and specifications in respect of the said entire scheme on the said property described in the schedule I hereunder and the Flat hereby agreed to be sold and of such other documents as are specified under the said Act and the Rules and Regulations made thereunder;

AND WHEREAS the Purchaser/s/ Allottee/s hereby confirm/s that the Promoter has handed over to the Purchaser/s/ Allottee/s a draft of this Agreement along with all Schedules and Annexures required to be attached thereto before purchasing the Flat and only after reading and having understood and having agreed to the contents of such draft along with all Schedules and Annexures, the Purchaser/s/ Allottee/s is/ are entering into this Agreement for purchase of the Flat;

AND WHEREAS pursuant to discussions by and between the parties hereto, the Promoter has agreed to sell the Residential Flat having a carpet area (as defined below) of _____ **sq.mtrs.** bearing No. _____situate on _____ floor in the building with Wing “_____” in the said Phase known as “**DYNAMIC OASIS**” under construction by the Promoter on a portion of the said property on the terms and conditions mutually agreed upon and set out in this Agreement for Sale;

AND WHEREAS the Purchaser/s/ Allottee/s has/have agreed to purchase the residential Flat admeasuring _____ **sq. mtrs** carpet area bearing No. _____ to be situate on the _____ floor of Building “_____” of the said Project known as “**DYNAMIC OASIS**” under construction by the Promoter on the said Land TOGETHER WITH the enclosed balcony admeasuring _____ **sq.mtrs**, the cub board area admeasuring _____ **sq.mtrs** and the attached balcony/ dry balcony admeasuring _____ **sq.mtrs** TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of _____ **sq. mtrs** appurtenant thereto (the said residential Flat along with the enclosed balcony, attached balcony/ dry balcony and attached terrace is hereinafter referred to for the sake of convenience and brevity as “the said Unit”) on the terms and conditions set out hereinafter and whereas the said building with Wing “A/B ” in which the said Unit is housed is hereinafter referred to as “the said Building/Wing” and whereas the said Unit is more particularly described in the Schedule III hereunder written and Copy of the internal plan of the said Unit is annexed hereto and marked as “**Annexure – K**.”

AND WHEREAS following documents have been Annexed to this Agreement, details of which are as follows :- .

Annexure “A” – Copy of the “N.A.” Order dated 03/12/2014 in respect of the said **Survey No. 53/4/2**.

Annexure “B” - Copies of the Extracts of Village Form VII/XII in respect of the said larger land admeasuring **Hectares 04 = 83 Ares** situate lying and being at Village Undri, Taluka Haveli, District Pune.

Annexure “C” – Copy of the Commencement Certificate dated 20/09/2016.

Annexure “D” – Copy of the “N.A.” Order dated 04/11/2016 in respect of admeasuring Hectares 2 = 25 Ares.

Annexure “E” - Copy of the “N.A.” Order dated 04/11/2016 in respect of admeasuring Hectares 4 = 83 Ares.

Annexure “F” - Copy of the Commencement Certificate dated 01/02/2018.

Annexure “G” - Copy of the revised Sanctioned Layout in respect of the said land and the land admeasuring Hectares 04 = 83 Ares.

Annexure “H” - Copy of the Certificates of Title in respect of the said larger Land issued by the Advocate of the Promoter.

Annexure “I” Copy of the Registration Certificate issued by Real Estate Regulatory Authority.

Annexure “J” Copy of the Completion Certificate issued by the Municipal Corporation of Pune.

Annexure “K” – Copy of the internal plan of the said Unit agreed to be purchased by the Purchaser/s/ Allottee/s.

AND WHEREAS, the Promoter and Purchaser/s/ Allottee/s have relied on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

AND WHEREAS, under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Unit with the Purchaser/s/ Allottee/s being, in fact, these presents and also to register the Agreement under the Registration Act, 1908;

NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. The Promoter has completed the construction work of the said Phase known as **"DYNAMIC OASIS"** in a portion of the said property more particularly described in the First Schedule hereunder written.
2. The Promoter has constructed the said Phase and the said Unit in accordance with the plans sanctioned by the concerned authorities.
3. The Purchaser/s/ Allottee/s hereby declare/s that before execution of this Agreement, the Promoter has made full and complete disclosure and the Purchaser/s/ Allottee/s has/have taken full and free inspection of inter-alia the following:
 - a) Nature of the title of the owners of the said property including the said Phase and beneficial title of the Promoter/Confirming Party no. 1 to the same, alongwith the relevant documents. The Promoter has made full disclosure of the title of the said property as well as encumbrances, known to the Promoter in the Title Report of the Advocate.
 - b) All the plans sanctioned by the concerned planning authorities in respect of the said Phase on a portion of the said property and the sanctioned layout in respect of the said larger land including the said property.
 - c) The common amenities and facilities of the said Phase and the said entire layout of the said property.
 - d) Nature and particulars of fixtures, fittings and amenities to be provided in the said Unit hereby agreed to be sold.
 - e) The nature of organization of persons to be constituted of all Purchaser/s/ Allottee/s of Units in the said Phase to which title is to be passed being a Co-operative Housing Society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960.
- 4)** The Purchaser/s/ Allottee/s hereby declare/s that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Promoter, and having acquainted himself/herself/ themselves/ itself with all facts and rights of the Promoter and after full knowledge and satisfaction thereof, has/have entered into this Agreement.
- 5)** The Promoter declares that:
 - (a) The said Unit and the said Phase has been constructed in accordance with the plans and specifications approved and sanctioned by the

concerned Planning Authorities. The said Unit has been built as per the specifications, which are set out in the schedule IV hereunder written.

- (b) Possession of the said Unit agreed to be purchased by the Purchaser/s/ Allottee/s shall be handed over to the Purchaser/s/ Allottee/s by the Promoter on or before _____ provided that the Purchaser/s/ Allottee/s shall have made payment of the balance purchase price along with the applicable taxes and other charges/deposit as mentioned in clause nos. 19 and 20 of this Agreement as agreed upon without delay at the times stipulated for payment therefor.
- (c) The carpet area of the said Unit shall be ____ **sq. mtrs.** For the purposes of this clause and this Agreement, "carpet area" shall mean the net usable floor area of the said Unit, excluding the area thereof covered by the external walls, areas under service shafts (if any) balcony area and open terrace at eye-level but includes the area covered by the internal partition walls [including Column within the Unit] of the said Unit. The carpet area of the said Unit shall be $\pm 3\%$.
- (d) The Promoter shall, within the time prescribed therefor under the provisions of Real Estate (Regulation and Development) Act 2016 and the Rules and Regulations made thereunder, take necessary steps for formation of a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 of all the Purchaser/s/ Allottee/s of units in the said Phase.

As stated above, the carpet area of the said Unit (as defined under the said Act) is ____ **sq. mtrs.** However, the Promoter has already entered into Agreements for Sale of certain Flats in "**DYNAMIC OASIS**" with the respective purchasers thereof under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963. In such agreements entered into by the Promoter under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, the carpet areas of such Flats have been shown as per the definition of "carpet area" then prevailing. Only for the limited purpose of one yardstick being employed for working out/ determining, the respective pro-rata shares of all the purchasers of Flats in "**DYNAMIC OASIS**" towards the expenses and outgoings of the common areas and facilities of the said Phase, the Promoter clarifies that the "carpet area" of the said Unit hereby agreed to be sold by the Promoter to the Purchaser as worked out under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 is ____ sq. mtrs.

- 6) The said Unit hereby agreed to be sold is intended and shall be used for permissible residential purposes only and the Purchaser/s/ Allottee/s undertake/s that the said Unit shall not be used by the Purchaser/s/ Allottee/s for any other purpose whatsoever. The Purchaser/s/ Allottee/s shall not enclose open terrace and/or covered parking space or to utilize the parking space for any purpose other than for parking of vehicles.
- 7) The Purchaser/s/ Allottee/s hereby accept/s and shall always be deemed to have accepted the title of the Promoter to the said Phase described in the schedule II hereunder and the title of the Confirming Party no. 1 to the balance land out of the said property and he/she/ they agree/s not to raise any requisition or objection in respect thereof. The Purchaser/s acknowledges that the Promoter is entitled to develop only the said Phase described in Schedule II hereunder and thus the claim of the Purchaser/s is restricted to the said Phase only and the common amenities like open space, club house and right of way to the said unit

described in the Schedule III hereunder through the internal roads of the said layout. The Purchaser/s hereby acknowledges, accepts and agrees that the Confirming Party no. 1 only shall be entitled to develop the balance portion of land out of the said property excluding the said Phase described in Schedule II hereunder in a manner as deemed fit by the Confirming Party no.1 by construction of building/s thereon and selling the units therein and Purchaser/s shall not object to the same in any manner and any objection shall be at the Purchaser/s entire risk as to costs and consequences.

- 8) As mentioned above, the Purchaser/s/ Allottee/s has/have agreed to purchase / acquire said Unit bearing No. ____ on ____ floor, in Building **"A"** in the said Project to be known as **"DYNAMIC OASIS"** at or for the mutually agreed total lumpsum consideration of (_____) which includes the proportionate price of the common areas and facilities appurtenant to the Unit. It has been expressly agreed and confirmed by the Purchaser that the above said lump-sum agreed consideration is inclusive of applicable GST and has been arrived at after considering the benefits arising out of input tax credit under the Central Goods and Services Tax Act, 2017 and the Maharashtra Goods and Services Tax Act, 2017.
- 9) In addition to the above said lump-sum agreed consideration, the Purchaser shall separately bear and pay all the amounts towards stamp duty, registration fees and charges and the amounts specified in clause nos. 19 and 20 herein below. The sale of the said Unit is on the basis of carpet area only. The Purchaser/s/ Allottee/s shall make payment of the said agreed consideration amount along with the applicable taxes by local cheques / demand drafts / bank pay orders drawn /issued on/in the name of M/s Dynamic Realty Ventures in respect of the price of the said flat according to the Schedule of payments set out in the 'schedule V' hereunder written. The Promoter shall have a first charge/lien on the said Unit to the extent of all amounts receivable by the Promoter from the Purchaser/s/ Allottee/s under the terms hereof.
- 10) The Promoter shall hand over the Possession of the said Unit to the Purchaser/s/ Allottee/s within the date specified in Clause 5 (b) above provided the Purchaser/s makes payment of the balance agreed consideration amount together with all other dues under the terms hereof to the Promoter.
- 11) The Promoter has observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which were imposed by the concerned local authority at the time of sanctioning the said plans or thereafter.
- 12) The Promoter hereby declares that the total Floor Space Index (FSI) (inclusive of the FSI already made available by paying premium) in respect of the said building with Wings "A" and "B" is 9340.80 sq. mtrs as sanctioned by the Pune Metropolitan Regional Development Authority (PMRDA) under the plans sanctioned vide the conditions mentioned in the Annexure to the Letter DP/BHA/MAU.UNDRI/S.NO.53/4/2, 54 PAI, 53/1, 53/2, 53/3, /PRA.KRA/981/17-18 dated 01/02/2018. The Promoter has planned and will consume the aforementioned FSI for completing the said Phase described in the Schedule II hereunder.
- 13) The Promoter hereby represents and warrants to the Purchaser/s/ Allottee/s as follows:
 - i. The Promoter has requisite right to carry out development in respect of the said original land bearing Survey No 53/4/2, Undri which is now a part of the said property and also has actual, physical and legal possession of the portion of the said property for the implementation of the said Phase;

- ii. The Promoter has lawful right and requisite approvals from the competent authorities to carry out development of the said Phase and shall obtain requisite approvals from time to time to complete the development of the said Phase;
 - iii. There is no litigation pending before any Court of law with respect to the said original land bearing Survey No 53/4/2 Undri;
 - iv. All approvals, licenses and permits issued by the competent authorities with respect to the said Phase and said original land bearing Survey No 53/4/2, Undri 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 Phase shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Phase.
 - v. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s/ Allottee/s created herein may prejudicially be affected;
 - vi. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Phase and/or any part thereof and/or the said original land bearing Survey No 53/4/2, Undri which will in any manner, affect the rights of Purchaser/s/ Allottee/s under this Agreement;
 - vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s/ Allottee/s in the manner contemplated in this Agreement;
 - viii. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Phase and said original land bearing S. no. 53/4/2, Undri to the Competent Authorities;
 - ix. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Phase and the said original land bearing Survey No 53/4/2, Undri.
- 14)** The Purchaser/s/ Allottee/s hereby agree/s to pay all amounts due and payable under this Agreement within 15 days from the date of receipt of intimation by way of e-mail on the email id provided in this Agreement or under registered post / private courier at the address provided in this Agreement and telephonic messages on the cell phone number of the Purchaser/s/ Allottee/s mentioned in this Agreement. It is hereby agreed that the time for payment of all dues under this Agreement by the Purchaser/s/ Allottee/s to the Promoter is the essence of the contract. It is hereby expressly agreed that if, for any reason whatsoever, the Purchaser/s/ Allottee/s fail/s or delay/s to make payment of any of the said dues within a period of fifteen days from the date of receipt of intimation given by the Promoter, then Purchaser/s/ Allottee/s agrees to pay interest as specified in the rules (2% + State Bank of India highest marginal rate of interest) on all the

delayed payments from the date the said amount is payable till the date of payment. However if the Purchaser/s/ Allottee/s commit/s three defaults of any such payment of installments, the Promoter shall at its own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Purchaser/s/ Allottee/s, by e-mail on the email id provided in this Agreement or under registered post / private courier at the address provided in this Agreement and telephonic messages on the cellphone number of the Purchaser/s/ Allottee/s mentioned in this Agreement of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s / Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund without interest to the Purchasers / Allottees the amounts paid by Purchasers/Allottees, after deducting therefrom a sum of **Rs. 2,00,000/- (Rupees Two Lakh Only)** (being the agreed quantum of liquidated damages which shall stand forfeited by the Promoter) within a period of 30 (thirty) days of such termination. The stamp duty, registration fees and charges paid on registering this Agreement or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Purchaser to the Promoter. The Purchaser/s / Allottee/s shall only have a money claim simplicitor against the Promoter for refund of all such amounts due to the Purchaser/s /Allottee/s from the Promoter. The Promoter shall be fully entitled to deal with and dispose off the said Unit in such manner as they deem fit and proper without recourse or reference to the Purchasers/Allottees.

15) As stated above, the Promoter shall give possession of the Unit to the Purchaser/s/ Allottee/s on or before _____. If the Promoter fails or neglects to give possession of the Unit to the Purchaser/s/ Allottee/s by the aforesaid date then the Promoter shall be liable on demand to refund to the Purchaser/s/ Allottee/s the amounts already received by it in respect of the said Unit with interest (2% + State Bank of India highest marginal rate of interest) from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. The said amount and interest shall be a charge on the said Unit to the extent of amounts due, but subject to any prior encumbrances.

16) The Promoter shall offer the possession of the said Unit to the Purchaser/s/ Allottee/s in terms of this Agreement on the Promoter receiving the balance agreed consideration amount and all other dues from the Purchaser/s under the terms hereof. Before execution hereof, the Purchasers has/ have inspected the said Unit and has satisfied himself/ herself/ themselves the same has been constructed in accordance with the building plans sanctioned in respect thereof, that the carpet area thereof is as mentioned herein (subject to a variation of $\pm 3\%$) and that the same has been provided with the Amenities agreed upon and that the quality of the workmanship and material used is of the requisite quality. In the circumstances, save and except any latent defects in the said Unit which become visible during the said defect liability period, the Promoter shall not be obliged to entertain any complaint or claim made by the Purchasers/Allottees in respect of the said Unit after possession thereof has been handed over to the Purchasers/Allottees.

17) On or before taking possession of the said Flat/Unit hereby agreed to be sold/purchased the Purchaser/s shall pay an amount of **Rs.____-** calculated @ **Rs.____/- per square feet** of the carpet area of the said Unit per month for the period of 24 months in advance as decided by the Promoter towards maintenance account for meeting expenditure of capital or major nature for maintenance / repair / improvement of the common areas and facilities of **"DYNAMIC OASIS"**. The said period of 24 months will start from the date of the

Completion Certificate of the said Unit is been obtained from the concerned competent authorities. That after the period of said 24 months, corpus fund on the basis of carpet area of the respective units of the Purchasers will be raised by the Co-operative Society of the Purchaser/s or Promoter as the case may be, from the respective Purchasers, and the said corpus fund will be deposited in the account of Co-operative Society of the Purchaser/s and interest received on said deposited corpus fund and any additional amount as decided by the Co-operative Society of the Purchaser/s or Promoter as the case may be, from time to time shall be utilized for defraying costs of maintenance, repair and upkeep of the common areas and facilities of the said Phase as mentioned in the schedule 'IV' hereunder written and running and maintaining day to day activities of the said Phase which shall include but shall not be limited to carry out common expenses and outgoings as mentioned in 'I' hereunder written. In the event of the said advance or the interest accrued on the said deposit being found at any time to be insufficient for defraying costs of maintenance, repair and upkeep of the common areas and facilities of the said Phase and running and maintaining day to day activities of the said complex, then, the Purchaser/s herein and the purchasers/allottees of other Units in **"DYNAMIC OASIS"** shall be obliged to make further contributions towards the same otherwise the Co-operative Society of the Purchaser/s or Promoter as the case may be shall be entitled to utilize any part of the said deposit as mentioned above recovered by it from the purchasers of units in **"DYNAMIC OASIS"** for the said purpose. The Promoter shall not be liable to pay the maintenance charges in respect of unsold unit/s in the said Phase.

- 18) If so payable in law, the Purchaser/s shall make payment to the Promoter of "Central Goods and Services Tax" and "State Goods and Services Tax", as applicable who shall thereupon make payment of the same to the Government as prescribed by Law. If, however, at any time hereafter, the rates of such Central Goods and Services Tax and State Goods and Services Tax are increased or decreased by the Central and State Government respectively, the amount payable by the Purchaser/s to the Promoter under this clause shall vary accordingly. In addition to the above, the Purchaser/s shall be liable to bear and pay all and any other taxes, duties, charges, premia, levies, cesses, surcharge and other taxes as are or as may be levied by the State or Central Government or any other authority and arising from or incidental to the sale of the said Unit by the Promoter to the Purchaser/s before or after taking the possession of the said Unit as and when such taxes, duties etc. become due and such payment shall be effected within seven days of demand and the Purchaser/s shall exclusively be liable for any delay in payment thereof. If any of such taxes, duties etc. shall have already been paid by the Promoter, the Purchaser/s shall be liable to reimburse the same together with interest accrued thereon to the Promoter and the Purchaser/s hereby agree/ agrees to indemnify and keep indemnified the Promoter from or against all loss or damage suffered or incurred by the Promoter as a result of non-payment by the Purchaser/s of any such taxes, duties etc.
- 19) If within a period of five years from the date of handing over the said Unit to the Purchaser/s/ Allottee/s, the Purchaser/s/ Allottee/s bring/s to the notice of the Promoter any structural defect in the said Unit or the building in which the said Unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects, then the Purchaser/s/ Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act, however, the same shall always be and be deemed to have been subject to reasonable wear and tear, which shall not be treated as a defect. The Purchaser/s/ Allottee/s shall not, without the prior written consent of the Promoter carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Purchaser/s/ Allottee/s shall also not chisel or cause damage to the

columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Purchaser/s/ Allottee/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards items/ goods/ systems such as lifts, fire-fighting equipment, solar heating system, sewage treatment plant, organic waste converter, sanitary fittings and C.P. fittings to be provided by the Promoter in the said Phase and/or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of warranty given by the manufacturers of such Items/ goods/ systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ goods/ systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the manufacturer is not attended to by the Co-operative Housing Society formed of the purchasers of Flats/ Units in the said Phase or the Purchaser/s himself/herself/themselves/itself as may be applicable. Further, all/any liability towards the Purchasers/Allottees in respect of all/any of the situations envisaged hereinabove shall be of the Promoter only. The Purchasers/Allottees, at the time of taking possession of the said unit, shall inspect the same to confirm any defect and quality of construction and on such inspection the Allottee shall not be entitled to raise any complaint on account of any natural wear and tear or damage to any part of the said unit on account of use by use Allottee.

- 20)** Upon all the Unit Purchaser/s/ Allottee/s in the said Phase co-operating and executing necessary papers, the Promoter herein will form a Co-operative Housing Society. The Purchaser/s/ Allottee/s of all Units in the said Phase, including the Purchaser/s/ Allottee/s herein, shall become members of such Society. The Purchaser/s/ Allottee/s shall, within seven days from the Promoter calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with the formation and registration of the Society and bye-laws thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Purchaser/s/ Allottee/s as may be required by the authorities concerned or as may be desired by the Promoter to protect the rights and interest of the Promoter and the Purchaser/s/ Allottee/s agree/s to be bound by the said additions and alternations and hereby covenant/s and undertake/s not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoter and Purchaser/s/ Allottee/s of the Units may be affected, prejudiced and endangered in any manner or likely so to be.
- 21)** The Purchaser/s/ Allottee/s of all of such Units shall be admitted as members of the said Society which shall be formed with the same rights and the same benefits and subject to the same obligations as those of the Purchaser/s/ Allottee/s herein and other members of such Society without any reservations or conditions. However, it is clarified that before the Purchaser/s/ Allottee/s herein is/are admitted as members of any such Society, the Purchaser/s/ Allottee/s shall have paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards the common expenses and outgoings of the said Phase.
- 22)** The Promoter shall be entitled to entrust the management and control of the said Phase to an Ad-Hoc Committee of the Unit Purchaser/s/ Allottee/s for looking after maintenance and management thereof only including collection and disbursement of contributions from the Purchaser/s/ Allottee/s of Units in the said Phase towards payment of outgoing and expenses referred to herein. In such event, the Promoter shall not be under any obligation or liability to collect the said

contribution or to pay the said outgoings and expenses or any of them or be liable for any consequences arising due to delay in payment or non-payment therefor or any matter concerning maintenance or management of the said Phase and liabilities in that behalf shall be that of the Ad-hoc Committee of the Unit Purchaser/s/ Allottee/s. In the event of the management being entrusted as provided hereinabove, the right so granted to the Ad- hoc Committee shall extend only to manage the said Phase standing thereon and the common areas thereof etc. and pay the outgoings. The entrustment of the management as aforesaid shall not affect the rights of the Promoter provided under this Agreement, nor shall such an act on the part of the Promoter be deemed be a waiver of the rights of the Promoter under this Agreement. The proposed Society shall enroll the proposed Purchaser of units in the said Phase as members of the said society.

23) The Purchaser/s/ Allottee/s hereby irrevocably consent/s and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the concerned authorities and all decisions taken by the Promoter in this regard shall be binding on the Purchaser/s/ Allottee/s. The Promoter may, till the transfer of the said building in the said Phase to the said Society and the said property to the ultimate body, represent the Purchaser/s/ Allottee/s and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the office of the Collector of Pune, PMRDA, Pune Municipal Corporation, Gram Panchayat the Government of Maharashtra, MSEDCL etc. on behalf of the Purchaser/s/ Allottee/s and whatsoever acts done by the Promoter on behalf of the Purchaser/s/ Allottee/s shall stand ratified and confirmed by the Purchaser/s/ Allottee/s and the same shall be binding on the Purchaser/s/ Allottee/s.

24) It is hereby clarified that the Promoter herein shall be deemed to be a liasoning agency for applying for all authorities, local bodies, office of Collector Pune/ PMRDA, and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Government body or authority or MSEDCL in providing such amenities, services or facilities to the said Phase or to the Unit agreed to be sold hereunder.

25) It is hereby expressly agreed that the Purchaser/s/ Allottee/s shall bear the stamp duty and registration charges payable on this Agreement including the proportionate stamp duty, if any, payable on the Deed of Conveyance which shall be executed by the Promoter in favour of the said Society formed of the purchasers of all units in the said Phase.

26) The Purchaser/s/ Allottee/s for himself/themselves with intention to bind all persons in to whosoever hand the said Unit may come, doth hereby covenant with the Promoter as follows:

- a) To maintain the said Unit at the Purchaser/s/ Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Unit is taken and shall not do or suffer to be done anything in or to the building in which the said Unit is housed, staircase or any passages which may be against the rules, regulations or bye laws or concerned local or any other authority or change/alter or make addition in or to the building in which the said Unit is situated and the said Unit itself or any part thereof without the consent of the local authorities, if required.
- b) Not to store in the said Unit any goods which are of a hazardous, combustible or dangerous nature or are so heavy as to damage the building in which the Unit is

situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy goods or furniture to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Unit is situated including entrances of the said building/ wing and in case any damage is caused to the building in which the said Unit is situated or the said Unit itself on account of negligence or default of the Purchaser/s/ Allottee/s in this behalf, the Purchaser/s/ Allottee/s shall be liable for the consequences of the breach.

- c) To carry out at his/her/their own cost all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s/ Allottee/s and shall not do or suffer to be done anything in or to the said building in which the said Unit is situated or the said Unit itself which may be against the rules and regulations and bye laws of the concerned local authority and/or other public authority. In the event of the Purchaser/s/ Allottee/s committing any act in contravention of the above provision, the Purchaser/s/ Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, nor any alteration on the elevation and outside colour scheme of the said building in which the said Unit is situated and the Purchaser/s/ Allottee/s shall keep the pipelines, sewers, drains in the said Unit and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the said building in which the said Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said Unit.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said building/wing in which the said Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to hang clothes to dry outside the windows, throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said building/wing in which the said Unit is housed.
- g) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Unit is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit by the Purchaser/s/ Allottee/s for any purposes other than for purpose for which it is sold.
- i) To install the cooling units/ compressors of "Split Type" air conditioners appurtenant to the said Unit only at such places as shall be prescribed therefor by the Promoter.
- j) Not to lay/ install over the exterior of the said building or the common areas thereof such as staircases, landings and ducts thereof, grills, chimney, neon signboards or electronic board/s any electrical, telecom lines or conduits.

- k) Not to install any dish or other antennae for reception of radio, telecom or television signals in such manner in the said Unit whereby such dish or other antennae projects outside the said Unit or on any part of the exterior of the said building or any of the common areas thereof, including on the terrace thereof.
- l) The Purchaser/s/ Allottee/s shall not let, transfer, assign or part with the Purchaser/s/ Allottee/s interest or benefit factor of this Agreement or part with the possession of the said Unit until all dues payable by the Purchaser/s/ Allottee/s to the Promoter under this Agreement are fully paid up and on and only after the Purchaser/s/ Allottee/s has/have been put in possession of the said Unit and only if the Purchaser/s/ Allottee/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s/ Allottee/s has /have procured the prior written permission of the Promoter for any such assignment or transfer.
- m) The Purchaser/s/ Allottee/s shall observe and perform all the rules and regulations of the Society to be formed of all purchaser/s/ allottee/s of Units in the said Phase may adopt at its inception and the additions, alterations or amendments thereof and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority such as Gram Panchayat, Pune Municipal Corporation and office of Collector Pune, PMRDA and other public bodies. The Purchaser/s/ Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Unit and shall pay and contribute regularly and punctually towards the taxes, expenses or the outgoings in accordance with the terms of this Agreement.
- n) Till the transfer of the said Phase is executed in favour of the said Co-operative Housing Society to be formed of all the purchasers in the said Phase, the Purchaser/s/ Allottee/s shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/wing or any part thereof to view and examine the state and condition thereof.

27) The Promoter shall comply with all the requirements of Pune Municipal Corporation, Pune Metropolitan Regional Development Authority (PMRDA) for sanction of water connections of the requisite capacity for the said Phase to be constructed on a part of the said property and / or for the said entire project upon the said property . However, the Purchaser/s/ Allottee/s herein has been made expressly aware by the Promoter that till such time as such water connections are procured and sufficient water becomes available for the said Phase or the entire project upon the said property through such water connections, the requirement of water for the said Phase or the entire projects upon the said property shall be met from other sources, including procurement of water from water tanker agencies and that a pro-rata share incurred for such purchase shall be borne and paid by the Purchaser/s/ Allottee/s to the Promoter.

28) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Unit or any part thereof. The Purchaser/s/ Allottee/s shall have no claim save and except in respect of the Unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until said Phase is transferred to the Society.

29) After execution of the this Agreement, the Promoter shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s/ Allottee/s.

30) The Promoter has expressly informed the Purchasers/ Allottees as under:

- a) The Promoter shall take steps to form and register society and/or company or any other legal entity of the unit purchaser/s in the said Phase within three months from the date on which fifty one percent of the total number of allottee/s in the said Phase have booked their unit in the said Phase. The Purchaser/s/ Allottee/s alongwith the Purchasers of Units in the building with Wings "A" and "B" i.e. the said Phase (hereinafter referred to as "the said Buildings/Wings") shall join in forming and registering the Tenant Co-partnership Co-operative Housing Society (hereinafter referred to as "the Ultimate Organisation") in respect of said buildings/ wings. The ultimate organisation shall be known by such name as the Promoter may in its sole discretion decide. The Purchaser/s/ Allottee/s herein and the Purchaser/s/ Allottee/s of the other units in the said Wings 'A' & 'B' of the building shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of the ultimate organisation and return the same to the Promoter forthwith from receipt thereof so as to enable the Promoter to register the ultimate organisation.
- b) Within 18 months from the date of Completion Certificate in respect of the said Buildings / Wings i.e. the said Phase is obtained from the concerned competent authority, the Promoter shall execute a Deed of Conveyance in favour of the ultimate organisation (Building Conveyance) in respect of the structure of the said Buildings/ Wings i.e. the said Phase alongwith the FSI consumed in the said Buildings/ Wings (excluding basements and podiums) subject to the right of the Promoter (i) to dispose of the unsold Units, if any and receive the entire consideration amount and outstanding dues from the Purchasers/s/ Allottee/s in respect of the said unsold units and (ii) to consume the entire balance F.S.I. in any form, any additional F.S.I. that may become available due to change in the laws or regulations or policies of any competent authority or otherwise howsoever and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- c) Within 18 months from the receipt of the Completion Certificate for the last building to be constructed upon the said property and sale of all tenements in the entire project upon the said property and after all amounts are received by the Promoter/Confirming Party no. 1 from the tenement purchasers, the Promoter and the Confirming Party No. 1 herein as the Promoters of the said property, shall jointly execute/ cause to execute a Deed of Conveyance in favour of the Federation (Federation Conveyance) of all the respective rights of the owners and the Promoter and the Confirming Party No. 1 herein in respect of the respective lands owned / held by them, collectively being the said property, subject to and excluding the Building Conveyances executed by the Promoter and the Confirming Party No. 1 herein regarding their respective projects, and also subject to the right of the Promoter and/or the Confirming Party No. 1 (i) for utilization of the potentiality of the F.S.I., T.D.R. of the amenity space and area under roads, (ii) to dispose of the unsold Units, if any and receive the entire consideration amount and outstanding dues from the Purchasers/s/ Allottee/s in respect of the said unsold units and (iii) to consume the entire balance F.S.I. in any form, any additional F.S.I. that may become available due to change in the laws or regulations or policies of any competent authority or otherwise howsoever and (iv) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

- d) The Purchaser/s/Allottee/s hereby agree/s and undertake/s that the Purchaser/s/Allottee/s herein alongwith other unit holders in the ultimate organisation of the said Buildings/ Wings shall be liable to pay all the proportionate expenses / out of pocket expenses including stamp duty, registration fees, legal fees and all other applicable levies and taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the said Buildings/Wings / said property are transferred to the ultimate organisation/Federation.
- e) It is further clarified that save and except the rights agreed to be conferred upon the Purchaser/s / Allottee/s or the ultimate organisation or the Federation, no other rights are contemplated or intended to be conferred upon the Purchaser/s / Allottee/s or the ultimate organisation or the Federation, in respect of the said Unit/ said Buildings/ Wings/ said property and in this regard the Purchaser/s / Allottee/s for himself/ herself/ themselves/ itself and the ultimate organisation/ Federation waives all his/ her/ their/ it's rights and claims and undertake/s not to claim and cause the ultimate organisation Federation not to claim any such right in respect of the said Buildings/ Wings/ said property.

31) Forwarding this Agreement to the Purchaser/s/ Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser/s/ Allottee/s until, firstly, the Purchaser/s/ Allottee/s signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Purchaser/s/ Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser/s/ Allottee/s fail/s to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s/ Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser/s/ Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser/s/ Allottee/s, application of the Purchaser/s/ Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/ Allottee/s in connection there with including the booking amount shall be returned to the Purchaser/s/ Allottee/s without any interest or compensation after deducting a sum of **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** towards "Cancellation Charges" and which amount shall stand forfeited.

32) The Promoter and the Confirming Party no. 1 shall be entitled to grant lease or licence of any portion of the said property to any Government/ Semi-Government, local body or authority or to the M.S.E.D.C.L. or to any private party or parties for setting up any installations for providing services such as electricity, telecommunication services, dish antennae etc. and the Purchaser/s/ Allottee/s herein shall not be entitled to raise any objection to such grant of lease or licence. Conveyance in favour of the ultimate organisation (Building Conveyance) in respect of the structure of the said Buildings/ Wings alongwith the FSI consumed in the said Buildings/ Wings i.e. the said Phase and Conveyance in favour of the Federation (Federation Conveyance) of the said property shall be expressly subject to the rights of the Promoter under this clause .

33) The amenity space admeasuring 6732.33 sq. mtrs. of the layout is not the subject matter of the said property and the Confirming Party no. 1 only shall be entitled to deal with the same in a manner as deemed fit by the Confirming Party no. 1 by either developing the same independently and/or surrendering the same to the concerned authorities. In case of the surrender as aforesaid the Confirming Party no. 1 only shall be entitled to consume the F.S.I. of the amenity

space admeasuring 6732.33 sq. mtrs. as F.S.I./T.D.R. upon any portion of or building/s to be constructed on the said property described in the Schedule I hereunder. The lands in Village Undri have been included in the extended limits of Municipal Corporation of Pune w.e.f. 30/10/2017. In the said circumstances, the Promoter and/or the Confirming Party No. 1 shall be entitled to utilize the potentiality/FSI of the areas under D.P. road, road widening, internal roads and areas under reservation if any, out of the layout in respect of the said property, so as well as the permissible FSI in the form of TDR/paid FSI and/or FSI in any other format as may be sanctioned by the Municipal Corporation of Pune as per prevailing development control rules and regulations and amendments thereto from time to time or as per any norms of PMRDA as the Promoter and/or the Confirming Party No. 1 may deem fit and proper. The Purchaser/s herein will not be entitled to raise any disputes in respect thereof at any times hereafter. Conveyance in favour of the ultimate organisation (Building Conveyance) in respect of the structure of the said Buildings/ Wings alongwith the FSI consumed in the said Buildings/ Wings and Conveyance in favour of the Federation (Federation Conveyance) of the said property shall be expressly subject to the rights of the Promoter under this clause.

- 34)** That the Promoter and/or the Confirming Party No. 1 herein have acquired/shall acquire various lands including land bearing S. no. 53/4/1 Undri adjoining to the said property. The schemes to be developed by the Promoter and/or the Confirming Party No. 1 on such adjoining / adjacent lands shall have uninterrupted / unfettered access through the internal roads of the said layout in respect of the said property. The Purchaser herein and/or ultimate organization of the entire project/scheme on the said property shall not be entitled to raise any objection/dispute in respect thereof at anytime.
- 35)** The Promoter and/or the Confirming Party no. 1 shall be entitled to show the internal roads of the said layout as access to the adjoining lands acquired by the Promoter/Confirming Party no. 1 while getting the building plans sanctioned in respect of the same. Similarly Promoter/Confirming Party no. 1 shall be entitled to lay water, drainage, electricity lines and/or gas pipe lines and/or any other utility services through the said internal road and any damage caused to the said internal road shall be immediately rectified by the Promoter/Confirming Party no. 1 at its cost.
- 36)** A portion out of the said property shall be earmarked for installation of a MSEDCL Transformer/ Sub-Station. Such portion will have to be demised to the MSEDCL for a period of ninety-nine years or more. In the circumstances, conveyance of the said Buildings/Wings in favour of the Ultimate Organization and conveyance of the said property in favour of the Federation in the manner mentioned in clause 32 above shall be expressly subject to such lease of the said portion granted in favour of MSEDCL.
- 37)** The Promoter has expressly informed the Purchaser/s/ Allottee/s that the Promoter proposes to take the following steps for providing water to **“DYNAMIC OASIS”**:-
- a) Dig bore wells and install submersible pumps therein for drawing upon the ground water, to recharge such bore wells and to provide rain water harvesting system for the said Phase.
 - b) To apply and procure water connection from the Grampanchayat/Town Planning Authority/ Pune Metropolitan Regional Development Authority (PMRDA), Municipal Corporation of Pune as per their prevailing norms.

The Promoter has not given any implied or expressed warranty as to the quantity of water which shall become available for **"DYNAMIC OASIS"**.

- 38) The Promoter have named the said Phase under construction on a portion of the said property as **"DYNAMIC OASIS"**, which may be changed to any other name at the discretion of the Promoter only for which the Purchaser/s/ Allottee/s shall not be entitled to raise any objection for such change in the name of the phase.
- 39) The Promoter herein are developing the said Phase described in the schedule II hereunder on a portion of the said property and the Confirming Party No. 1 herein is developing various projects on the balance portion of the said property. The major portion of the said property is being developed by the Confirming Party No. 1. It has been categorically agreed between the Promoter and the Confirming Party No. 1 herein that the common areas and facilities and the common amenities of the projects to be developed by the Confirming Party No. 1 on the balance land out of the said property will be open for use in common to the Purchaser/s of Units in the said Phase being developed by the Promoter herein on a portion of the said property alongwith the Unit purchaser/s of the projects being developed by the Confirming Party No. 1 on the balance land of the said property. The Promoter herein assures to handover the common areas and facilities of the said Phase and the amenities to be provided therein as mentioned in Schedule VI hereunder on or before **30th June 2022**. However, the common areas and facilities and the common amenities of the entire project to be developed by the Confirming Party No. 1 on the balance land of the said property will be completed with the respective projects and will be open for use only after construction of all the phases/schemes to be constructed upon the said property. The Purchaser/s herein agree/s and convey/s that he/she/they shall not be entitled to refuse to take possession of the said Unit and/or raise any dispute on the ground of non completion of common areas and facilities and the common amenities of the said Phase and/or the common areas and facilities and the common amenities of the projects/schemes to be constructed upon the said property.
- 40) The Purchaser/s/ Allottee/s shall at his/her/their own costs lodge this agreement for registration with the concerned Sub-Registrar and forthwith inform the Promoter the serial number under which the same is lodged to enable the Promoter to admit execution of the same.
- 41) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s/ Allottee/s nor shall the same in any manner prejudice the rights of the Promoter hereunder.
- 42) All letters, receipts, and/or notices issued by the Promoter dispatched under R.P.A.D. to the address of the Purchaser/s/ Allottee/s mentioned hereinabove or sent by e-mail or by telephonic messages or private courier will be sufficient proof of receipt of the same by the Purchaser/s/ Allottee/s and shall effectually discharge the Promoter. If there is any change in the said address or e-mail identification or mobile cell number of the Purchaser/s/ Allottee/s, the Purchaser/s/ Allottee/s shall be obliged to intimate in writing of any such change of address to the Promoter, failing which, all letters, receipts and/ or notices dispatched by the Promoter as aforesaid at the address of the Purchaser/s/ Allottee/s given hereinabove shall be treated/ deemed to have been received by the Purchaser/s/ Allottee/s.
- 43) That in case there are Joint Purchaser/s/ Allottee/s, all communications shall be sent by the Promoter to the Purchaser/s/ Allottee/s whose name appears first

and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser/s/ Allottee/s.

- 44) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit/plot/building, as the case may be.
- 45) This Agreement may only be amended through written consent of the parties.
- 46) The terms and conditions of this Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act 2016 and the rules made there under.
- 47) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any subsequent Purchaser/s/ Allottee/s, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 48) The terms and conditions of the present agreement shall be subject to the agreement executed between Promoter and the owners of the original land bearing S. no. 53/4/2, Undri admeasuring 0 H. 65 Ares and the terms of the present agreement shall not be read in derogation of the arrangement arrived at between Promoter and the owners aforesaid and same shall not supersede said arrangement, and the terms and conditions therein.
- 49) If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 50) The Promoter and Purchaser/s/ Allottee/s agree/s that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 51) The Purchaser/s/ Allottee/s has/have informed the Promoter, that the Purchaser is an Investor and hence the Purchaser reserves his/her/it's/their right to claim stamp duty set off/ adjustment of stamp duty paid by the Purchaser on these presents in terms of Article 5 (g-a)(ii) of Schedule I to the Bombay Stamp Act, 1958 in the event the Purchaser/s/ Allottee/s assign/s the benefit of this Agreement and his/her/their/its interest in the said Unit to a subsequent Purchaser/s/ Allottee/s.
- 52) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, then it shall be referred to the Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SCHEDULE – I

[THE SAID PROPERTY]

All that piece and parcel of land or ground admeasuring 38,330 sq. mtrs. out of the amalgamated lands together admeasuring 4 H. 83 Ares comprising of the lands bearing (a) Survey No. 53, Hissa No.4/2 admeasuring Hectares 00 = 65 Ares (b) Land admeasuring 1 H. 60 Ares out of the land bearing Survey No. 54 totally admeasuring Hectares 09 = 32 Ares (c) Survey No. 53, Hissa No. 2 admeasuring Hectares 00 = 88 Ares, (d) Survey No.53, Hissa No.3 admeasuring Hectares 00 = 82 Ares and (e) Survey No 53, Hissa No.1 admeasuring Hectares 00 = 88 Ares all situated lying and being at Village Undri, within the Registration Sub-District of Taluka Haveli, District Pune and within the limits of the Pune Municipal Corporation and which is bounded as follows :-

On or towards the East	-	By Property belonging to M/s. Ranjeet Developers
On or towards the South	-	By amenity space out of the layout.
On or towards the West	-	Partly by Survey No.52 (Part)
On or towards the North	-	By Survey No.54 (Part)

SCHEDULE – II

[THE PHASE]

Building with Wings 'A' & 'B' known as “**DYNAMIC OASIS**” constructed upon a portion of the sanctioned layout of the said property having premises/FSI admeasuring - 9340.80 sq. mtrs. as sanctioned by the P.M. R. D. A. to be constructed upon a portion of land out of the said property described in schedule I hereinabove and bounded as follows:-

On or towards East	-	By Property belonging to M/s. Ranjeet Developers
On or towards South	-	By Open space.
On or towards West	-	By Open space and internal road thereafter.
On or towards North	-	By Open space.

SCHEDULE – III

[THE SAID UNIT]

The residential flat premises admeasuring _____ **sq. mtrs** carpet area bearing No. _____ to be situate on the _____ floor of Building “_____” of the said Project known as “**DYNAMIC OASIS**” under construction by the Promoter on the said Land TOGETHER WITH the enclosed balcony admeasuring _____ **sq.mtrs**, the cub board area admeasuring _____ **sq.mtrs** and the attached balcony/ dry balcony admeasuring _____ **sq.mtrs** TOGETHER WITH the exclusive right of user of the Open Terrace at eye-level having an area of _____ **sq. mtrs** appurtenant thereto and which flat together with the open terrace at eye level is delineated in red ink on the plan and annexed hereto as Annexure “K”.

Schedule IV

(Specifications of the said Unit)

SPECIFICATIONS :-

Structure :-

- RCC framed structure designed for earthquake safety
- 5 “ External walls
- Internal gypsum plaster
- External sand faced plaster
- Internal roads
- STP system

Electrical :-

- Concealed electrical works
- All switched of branded quality
- AC point provided in living room and master bed room
- TV & Telephone points in living room and master bed room
- MCB/ DBs

Paints:-

- Superior quality oil bond distemper for internal walls.
- Cement paint for external wall

Flooring:-

- Granite door frame for toilets
- Vitrified flooring in all rooms
- Antiskid flooring in terrace, toilets and dry balcony
- Glaze Tile Dado in all toilets
- Glaze Tile Dado in all wc
- Glaze Tile Dado above kitchen platform

Railings:-

- MS railing for open terrace

Lift:-

- Each building with two lifts of standard make.

Schedule V
(Schedule of Payments)

Sr.No	Particulars	Percentage	Amount
1	On or before signing of Agreement	10%	
2	Immediately after registration of the Agreement	___ %	
3	On or before _____	___ %	
4	On or before handing over possession of the said Unit to the Purchasers	___ %	
	TOTAL (100%)	100%	

Schedule VI
Common Amenities and Facilities

- Road
- Cricket / Tennis
- Garden
- Transformer Room
- Transformer
- Drainage
- Ugwt - Rcc + Wp
- Ugwt - Pump Room - Bbm
- Pump
- Ent. Lobby
- Parking
- Basement

- DG SET

Schedule VII
(Common Expenses & Outgoings)

1. Towards maintenance and repairs of common areas and facilities.
2. Wages of Watchmen, Sweepers etc.
3. Revenue Assessment.
4. All other taxes, levies, charges and ceases.
5. Electricity and water charges and deposits in respect of common electrical and water pumps and other installations.
6. Expenses of and incidental to the management and maintenance of the said Complex known as “**DYNAMIC OASIS**”.
7. All costs, charges and expenses to procure water for the requirement of the holders/occupants of Flats/Units in the said Phase through water tanker agencies and other sources.

SIGNED & DELIVERED by the within named)
“**PROMOTER**”)
M/S.DYNAMIC REALTY VENTURES)
by the hand of its Proprietor,)
MR. RAJEEV SHIVNATH SONKAR)
in the presence of:-

SIGNED & DELIVERED by the within named)
“**CONFIRMING PARTY NO. 1**”)
M/S.DYNAMIC REALTY ENTERPRISES)
Through the hands of its Partner)
SHRI. RAJEEV SHIVNATH SONKAR)

SIGNED & DELIVERED by the within named)
“**CONFIRMING PARTY NO. 2**”)
1 MR. DEVANAND SOPANRAO GHULE.)
2 MRS. VANDANA DEVANAND GHULE.)
3 MR. RAHUL DEVANAND GHULE.)
4 MR. VIRAJ DEVANAND GHULE.)
Through their power of attorney holder)
M/S.DYNAMIC REALTY VENTURES)
Through the hands of its proprietor)
SHRI. RAJEEV SHIVNATH SONKAR)

SIGNED & DELIVERED by the within named)
“**PURCHASER/S**”)

1. _____

2. _____

in the presence of:

1.
2.