

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this ___ day of _____ 2019.

BETWEEN

I) **M/S M.S.PATIL & ASSOCIATES**, a Partnership Firm registered under Indian Partnership Act 1932 with Assistant Registrar of Firms, Pune having firm Identity No.NPA33178 dated 24/04/1997, Permanent Income Tax No. AAKFM0064C as per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962 and registered office at 50/676, Lokmanyagar, Pune – 411 030, through its duly authorized partner **MR. RAHUL MADHUKAR PATIL**, Age about 46 years, Occupation: Business, hereinafter is referred to or called as **“THE PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners or partner for time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns).

... PARTY OF THE ONE PART

AND

II)
.....
.....
.....

(E-mail ID to be mentioned compulsorily)

Hereinafter referred to or called as **“THE ALLOTTEE/PURCHASER”** (which expression unless repugnant to the context or meaning thereof shall mean and include he/ she /they /himself /herself/themselves and his/her/their heirs, executors, administrators and assigns only).

... PARTY OF THE OTHER PART

WHEREAS

(1) All that property, which is more particularly described in the Schedule-V written hereunder, hereinafter is referred to as **"THE SAID PROPERTY"** is owned and possessed by the Promoter herein, as the purchased property of the Promoter firm and name of the Promoter firm is shown in the revenue record as the owner and possessor.

(2) As per the present sanction to the development plan applicable to Pune Municipal Corporation Area, Village Hingane Khurd which is sanctioned on 13/02/2014 and the said land as described in Schedule - II hereunder written is shown within Yellow Zone. The Promoter herein has proposed to float ownership scheme project **"Ganadhish Sankul"** on the said land.

(3) In light of Development Control Rules applicable to the Said Land the Promoter herein intended to flat ownership scheme on the Said Land under name and style **"Ganadhish Sankul"** consisting of 3 buildings/wings. On the said land the Promoter has already constructed 2 out of 3 buildings being building/Wing A having Parking + 6 upper floors of residential tenements and building/Wing C having Ground Parking + Stilt Parking + 5 upper floors of residential/commercial tenements and remaining building/Wing B is yet to be constructed and is

sanctioned for Parking + 9 upper floors of residential tenements. Hereinafter aforesaid project is referred as **"THE SAID ENTIRE PROJECT"** and buildings are jointly referred as **"THE SAID BUILDINGS"**.

(4) The said entire project is sub-divided into 2 projects (i) Building / wing "A" & "C" and (ii) Building/Wing "B". For building/wing "A", "B" & "C" common amenities such as Club House, Multipurpose Hall, Gymnasium, Garden, Children Play area etc. are proposed to be provided in Open Space within Said Land. The Project consisting of Building/Wing "B", is hereinafter referred as **"SAID PROJECT"** and the Building/Wing "B" in Said Project is referred as **"THE SAID BUILDING"**. The Promoter herein decided to construct the building/wings out of the Said Entire Project in phases and accordingly, building/wing A & C have been constructed and completed initially while remaining building/wing B is yet to be constructed and completed as per sanction received from the Development Controlling Authority.

(5) The Promoter herein has entered into standard agreement with Architect Dilip G. Kale & Associates through Mr. Dilip G. Kale and Mr. Chinamy Y. Kale, Architect partnership firm registered under the Indian Partnership Act, 1932 and also registered with the Council of Architect of India having enrollment No.CA/81/6201 and having office at 1226-B, Shukrawar Peth, Subhash Nagar, Lane No.4 Pune 411002, for preparation of the layout and drawing of the buildings. The Promoter also entered into standard agreement with Structural Engineer The Axis Structural Consultants through Rajesh C. Ratkalkar, Structural Designer Partnership Firm registered under the Indian Partnership Act, 1932 having Partnership Identity No. 4684/11 and also registered with the Council of Structural Engineers of India having enrollment No. PMC Lic.435 (Grade

A) and having office at Anant, 1298, Shivajinagar Pune 411005, for preparation of structural design and accepted the professional supervision of such Architect and Structural Engineer till the completion of the Said Project. The Promoter entered into standard Agreement with Project Engineer Mr. Nilesh P. Kolhe having reg. no REG/PMC/STE/0216/15 and address at B-4, Akshay Complex, Behind H.D.F.C. Bank, Vitthalwadi, Sinhagad Road, Pune 411030, for Project Management Consultant including day to day Administration, Supervision, Estimation and Engineering Work at site and liaisoning with other consultant involved in project. The Promoter also appointed Chartered Accountant Mr. Nitin B. Inamdar, proprietor registered with the Council of Chartered Accountant of India having enrollment No.104284 and having office at 19/19 Vitthal Prasad, Ganeshnagar, Erandwane, Pune 411004, for accounting, audit and compliances. The Promoter accepted the professional services, consultations, supervision, etc. of the aforesaid Consultants and Professionals till the completion of the Said Project, subject to the Promoter has reserved right to change aforesaid Architect or Structural Engineer as the case may be before the completion of the Said Project and appoint new Architect or structural engineer for completion of the said project as the circumstances may require.

(6) The Promoter herein being land owner and developer of the said property and alone has sole and exclusive right to sell the Flats/Flats in the Said Building to be constructed on the Said Property by the Promoter, to enter into agreement/s with the Allottee/ Purchaser of the Flat/Flat therein and to receive the sale price in respect thereof. As per Development Control Rules applicable to the Said Project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the passages, staircases and considering this aspect, the Promoter herein has sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein also has sole and exclusive right to lease, mortgage, etc. the residential and commercial tenements. Since the Promoter alone is absolute owner and possessor, he has sole and exclusive right to enter into agreement/s with the Allottee / Purchaser, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.

(7) The Allottee/Purchaser herein has shown willingness to purchase Flat/Flat in the Said Project, and the

representative of Promoter has disclosed all the required disclosures as well as informed the Allottee/ Purchaser that, the development of the Said Project is in phases, as per The Real Estate (Regulation & Development) Act, 2016, hereinafter referred to as “**RE(R&D)A**” and the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, (hereinafter referred to as “**MOFA**”) and rules made under RE(R&D)A and MOFA.

(8) The Allottee / Purchaser herein has/have demanded from the Promoter and the Promoter has given inspection to the Allottee / Purchaser of all the documents of the title relating to the Said Land, the plans, designs and specifications prepared by the Promoter's Architect. After the Allottee / Purchaser's aforesaid enquiry and demand of inspection of documents, the Promoter herein has requested to the Allottee / Purchaser to carry out independent search by appointing his/her/their own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the Promoter herein. The Allottee/Purchaser has/have satisfied himself/herself/themselves in respect of the marketable title, rights and authorities of the Promoter herein and further got satisfied as to the implementation of the Said Project and construction of the buildings in phases and thereafter with due diligence and after being well conversant with the disclosures, documents, etc. and Said Project as well as Flats in the project, the Allottee/ Purchaser has decided to have one Flat/Flat in the Said Project and has made application dated _____ with required application amount for allotment of Flat /Flat as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee/ Purchaser and allotted Flat/Flat No._____to the Allottee/ Purchaser as per allotment letter dated_____. Aforesaid Flat/Flat along with the appurtenances thereto is more particularly stated in Schedule-VI written hereunder and hereinafter referred as “**THE SAID FLAT**”.

(9) The Promoter herein has obtained sanctions, permissions etc. as disclosed in sub-clause no. 1.4, 1.5 & 1.6 hereunder written and further clearance from aforesaid authorities for the additional sanction, which will be obtained in due course of time. While sanctioning the said plan, concerned Development Controlling Authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Said Land and the Said Buildings and upon due observance and performance of which only the completion and occupation certificate in respect of the Said Building/s shall be granted by the concerned Development Controlling Authority, as provided in concerned Development Control Rules applicable to the Said Project.

(10) The Master Layout Plan of the Said Entire Project is shown on the plan annexed hereto as **Annexure-1**. The present sanctioned layout and building plan is annexed hereto as **Annexure-2**. The Floor Plan of the building in which the Said Flat is situated showing the Said Flat by zebra stripes is annexed hereto as **Annexure-3**. The specifications for the buildings and specifications for the Flat therein is stated, in **Annexure-4** annexed hereto. Common facilities for the Said Entire Project on the Said Land are stated, in **Annexure-5** annexed hereto. Copy of the sanction letter/ Commencement Certificate No. CC/3712/18 dated 26/02/2019 issued by PCMC is annexed hereto as **Annexure-6**. Copy of the 7/12 extract shown the name of the Promoter herein for the Said Land is annexed hereto as **Annexure-7**. Copy of the Certificate of the title, issued by the Advocate of the Promoter is annexed hereto, as **Annexure-8**.

(11) The Allottee / Purchaser herein is/are aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other Flat/s in the said entire project.

(12) Subject otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/Purchaser has agreed to purchase the Said Flat, and the parties hereto therefore, have executed this

Agreement to Sell, to witness the terms and conditions thereof, in compliance of Sec.13 of RERA and Section No. 4 of the MOFA and Rules made there under, the parties hereto desire to reduce to writing all the terms and conditions of this transaction and hence these presents.

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

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

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

1.1 The Promoter herein has disclosed details of the Promoter enterprise by providing for inspection and going through the copy of the Partnership registration certificate and which shows that, the Promoter is registered under Indian Partnership Act 1932 with Assistant Registrar of Firms, Pune having firm Identity No. NPA33178 dated 24/04/1997, Permanent Income Tax No. AAKFM0064C as per Section 139A of Income Tax Act, 1961 read with rule 114B of Income Tax Rules, 1962 and registered office at 50/676, Lokmanyagar, Pune - 411030

1.2 The Promoter herein disclose to the Allottee/Purchaser that, the Promoter herein has made application for registration to the Real Estate Regulatory Authority, State of Maharashtra and received registration certificate having registration no. ----- dated -----.

1.3 The Promoter herein states that, the Said Property is owned and possessed by the Promoter is free from all encumbrances, charges or claims and name of the Promoter is shown in revenue record as the owner and possessor, being class-I occupancy, free from any restriction on alienation. The Promoter has been got investigated the rights, authority and title of the Promoter towards the Said Land from Advocate and copy of the title certificate is annexed hereto as **Annexure - 8**

1.4 The Promoter herein has disclosed to the Allottee/Purchaser that, the Said Land will be developed by constructing three buildings as per layout as annexed hereto as Annexure-1 being project "**Ganadhish Sankul**". Further disclosed that, at present the sanction received for Said Layout Plan from the Pune Municipal Corporation for the Said Project as shown on the plan layout as annexed hereto as Annexure-2. As per present sanction received from Pune Municipal Corporation Pune vide Commencement Certificate No. CC/3712/18 dated 26/02/2019, for the said land along with sanction to the building layout and building plan. At present sanction for building/Wing A having Parking + 6 upper floors of residential tenements and construction of the same is completed and Occupation Certificate is also received and further Co-Operative Housing Society under name Gandhish Sankul A wing Co-Operative Housing Society Ltd. is formed and proportionate share in the Said Land with buildable potential used for the building A wing is conveyed in favour of aforesaid society by Conveyance Deed dated 27/11/2018. Further building/Wing C having basement ,Ground floor and 5 upper floors and Stilt Parking and 6 upper floors of residential / commercial tenements and construction of the same is completed and Occupation Certificate is also received and further Co-Operative Housing Society under name Gandhish Sankul C wing Co-Operative Housing Society Ltd. is formed and proportionate share in the Said Land with buildable potential used for the building C is conveyed in favour of aforesaid society by Conveyance Deed dated 18/07/2018. Further sanction of building/Wing B for Parking + 9 upper floors of residential tenements, has been received and construction of the same is commenced.

1.5 The Promoter herein has disclosed to the Allottee/Purchaser that, at present sanction to the Said Project is received as stated Sub-Clause No.1.4 hereinabove written and further sanction for Wing B for upper floors is received. The Allottee/Purchaser with due diligence got conversant with the aforesaid situation and irrevocably

consented for aforesaid revised sanction.

1.6 The Promoter herein informed and Allottee/Purchaser herein is well aware that, Said Land is situated within the periphery of Pune Municipal Corporation. As per development control rules of the aforesaid authority, FSI for the Said Land is 3533.81 Sq.mtrs and in addition to that, equivalent FSI for the amenity space area and area affected by road out of the said land and permissible additional FSI as per D.C. Rules applicable to the said land and further paid FSI, Fungible FSI, Permissible TDR including slum TDR and other buildable potential under whatsoever head which is to be allowed to use on the Said Land and also use the FSI on the Said Land permissible against the transfer of the said Road and Amenity space area to the Development Controlling Authority, in light of the Development Control Rule applicable for the properties situated within the periphery of Pune Municipal Corporation can be utilized for construction of the buildings on the Said Land. The Promoter herein state that, no part of the said floor space index has been utilized by the Promoter elsewhere for any purpose whatsoever. The Promoter shall have right of pre-emptions or first right to utilise 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 or paid FSI (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 Allottee / Purchaser herein by executing these presents has/have given his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required

1.7 The Promoter herein state that, the promoter has developing the Said Land by using all permissible buildable potential, the total built up area as per norms for Environmental Clearance is less than 20,000 sq.mtrs and hence the Environmental Clearance is not required as per Central Government Ministry of Environment, Forest and Climate Change, Notification dated 14/11/2018 published in the Gazette of India, Extraordinary Part-II Section-3-Sub-Section-(ii).

1.8 The Said Project will be completed within 42 months from the commencement of construction of the building in the said project provided the conditions stated in Clause No. 8 hereunder written shall be applicable Mutatis Mutandis to the aforesaid period.

1.9 The Promoter herein has informed and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of Electricity Sub-Station and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Said Project by paying necessary charges for the same. On installation of such sub-station necessary cables upto each building will be laid down and for each building for the energy meter sufficient space will be provided and for each Flat separate energy meter will be provided as per norms of the aforesaid Company. For common lights and energy required for common water supply pumps separate energy meter will be provided along with Battery Backup facility. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Project, if there is any deficiency in supply of electricity then for such deficiency the Promoter will not be liable. The Allottee/ Purchaser with due diligence accepted the aforesaid disclosure.

1.10 The Promoter herein state that, for the Said Project, there are common facilities and restricted common facilities and same are more particularly stated in Annexure - 5 annexed hereto.

1.11 The Promoter herein states that, in the Said Project the specifications for each building in the Said Project and specifications for each Flat in the building are more particularly stated in Annexure - 4 annexed hereto.

1.12 The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as stated in preamble paragraph No.5 hereinabove written.

1.13 The Promoter herein disclosed and provided to the Flat Allottee/ purchaser for inspection copies of

demarcation plan, layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction is yet to be received and Promoter will obtain the same in due course by utilizing all type of buildable potential of the Said Land as per Development Control Rules and Regulations applicable for the Said Land from time to time till the completion of Said Project in all respect by receiving full and final Completion Certificate.

1.14 The Promoter herein has disclosed as to the date of delivery of possession of the Said Flat to the Allottee/Purchaser as stated in Clause No.9 hereunder written.

1.15 The Promoter herein has also informed and disclosed to the Allottee/ Purchaser as to the nature of organization of the Allottee/Purchaser of the Flats in the Said Project to be constituted and to which title is to be passed as stated in Clause No.12 hereunder written.

1.16 The Promoter herein has made full and true disclosures as aforesaid to the Purchaser and further also requested to the Allottee / Purchaser to carry out the search and to investigate the Marketable Title and rights and authorities of the Promoter, in respect of the Said Land by appointing his/her/their own advocate. As required by the Allottee / Purchaser the Promoter herein has given all information to the Allottee /Purchaser herein and he/she/they is/are acquainted himself / herself/ themselves with all the facts as to the Marketable Title and rights and authorities of Promoter and after satisfaction and acceptance of title has/have entered into this agreement. The Allottee / Purchaser hereinafter shall not be entitled to challenge or question the title and the right/ authority of the Promoter in respect of the Said Land and further Promoter's rights and authority as to enter into this agreement.

1.17 The Promoter herein has made full and true disclosure as to the name and address of the Architect and Structural Engineer as stated in preamble paragraph No.5 hereinabove written.

1.18 The Promoter herein informed the Purchaser that during actual construction, the room sizes or the carpet area of the said Tenement may or likely vary upto 3% than as stated in Annexure-3 annexed hereto and in such case neither Promoter nor Purchaser is entitled to demand or pay any amount to each other.

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

In terms of sub-clause No. 1.4, 1.5 & 1.6 of Clause No.1 here in above written, the Promoter has to obtain sanction to the layout and building plan and shall construct the Said Building on the Said Property in accordance with such sanction layout and building plan designs, specifications approved by the concerned development controlling authority. The Allottee/ Purchaser herein has seen sanctioned layout and building plan for the Said Land and with due diligence approved sanction layout and building plan and by executing this present with due diligence granted irrevocable consent for variation, alteration and modifications as to the have sanction and changes of Upper Floors of building/wing B, which is yet to be received and further variation, alteration and modifications as may be considered necessary or as may be required by concerned development controlling authority / Government.

The Allottee /Purchaser herein is well aware that, as per sanctioned building plan the balconies are shown in the floor plan of the Said Flat but for convenience and usefulness of the Said Flat the balconies have to be enclosed and amalgamated into adjacent study room or pooja area as the case may be and which is permitted under Development Control Rules of the Development Controlling Authority applicable to the Said Project and for the same required premium has been paid by the Promoter and such modified amalgamated Flat floor plan is annexed hereto as Annexure-3 and sanctioned Flat floor plan is annexed hereto as Annexure- 3A and the aforesaid changes are made as per the request of the Allottee / Purchaser herein and hence hereinafter Allottee

/ Purchaser herein shall and will not raise any objection, complaint and query as the case may be for such changes and have with due diligence given irrevocable consent. If any variations or modifications are proposed which adversely affect the Said Flat as shown in Annexure-2 annexed hereto, for such variations or modifications the Promoter shall have to obtain prior consent of the Allottee /Purchaser herein.

The Allottee/Purchaser herein has well understood that, to use balance FSI of Said Land, paid FSI, Fungible FSI, Premium FSI and permissible TDR for the Said Land and considering the aforesaid facts the Promoter herein has reserved right to consume the same by obtaining sanction for the building plan with vertical changes of the building/wings, construction of which yet to be commenced as per Said Layout Plan for the Said Land. For the aforesaid purpose the Allottee/Purchaser herein by executing these present with due diligence has/ have given consent and further assured to the Promoter separate consent will not be required.

3. CONSIDERATION OF THE SAID FLAT:

A. Considering the present status of the construction of the building/s at site in which the said tenement is situated and further in light of the Purchaser having agreed to pay the consideration as stated sub-para 'B' hereunder written, the Promoter has agreed to sell at concessional rate and Purchaser herein has agreed to purchase, all that, residential tenement being Flat No.____, situated on _____floor in the building / wing No. , which tenement is more particularly described in the Schedule-II hereunder written and shown floor plan annexed hereto as Annexure-2 i.e. said Flat, at or for total consideration of Rs.____/- (Rupees _____only) including price for proportionate utilization of the common areas and facilities appurtenant to the said Flat, subject to the encumbrance of the limited areas and facilities and excluding all expenses of Stamp Duty, Registration Fee, Goods and Service Tax {which includes Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST)} and any other taxes, cesses etc. which may be imposed by the Central or State Government or Local Authority from time to time for the transaction in respect of the Said Flat between the parties hereto and same have to be paid by the Purchaser/s to the Promoter or concerned authority separately and if such amount is paid by the Purchaser/s to the Promoter then the Promoter will issue the receipt to that effect to the Purchaser. The nature extent and description of the common / limited common areas and further description of common / limited common facilities are more particularly described in the Annexure-5 annexed hereto. The Promoter herein has agreed to provide the specification in the Said Flat, which are more particularly described in the Annexure-5 annexed hereto.

It is specifically agreed and understood between the parties hereto that, the Allottee/ Purchaser herein has agreed to purchase and Promoter herein has agreed to sell the Said Flat on ownership basis at the rate on carpet area of the Said Flat on lumpsum basis, at or for consideration as stated hereto before.

B. The Allottee/Purchaser herein is well aware that, the building / wing in which the Said Flat is situated is under construction on the Said Property, construction of which is in progress and considering the present status of the construction of the same, the Allottee / Purchaser has/have agreed to pay the aforesaid agreed consideration to the Promoter herein in the following manner:-

- i) 10% On or before signing of this agreement.
- ii) 20% To be paid after execution of this Agreement and prior to Registration and Admission of execution before Sub-Registrar Haveli. (not exceeding 30% of the total consideration)
- iii) 15% Within 8 days of completion of plinth work of the building/wing in which the Said Flat is located. (not exceeding 45% of the total consideration)
- iv) 25% Considering the building/wing in which the Said Flat is located is having Parking and Upper 9 Floors and hence this installment shall be paid by the Purchaser to the Promoter in 4 Sub -Installment within 8 days,

First on completion of Parking & Stilt Slabs, Second on completion of 1st, 2nd & 3rd Floor Slab, Third on completion of 4th, 5th & 6th Floor Slabs, Fourth on completion of 7th, 8th & 9th Floor Slabs. (not exceeding 70% of the total consideration)

v) 05% Within 8 days from completion of walls, internal plaster, floorings, doors and windows of the Said Flat. (not exceeding 75% of the total consideration)

vi) 05% Within 8 days from completion of Sanitary Fittings, Staircases, Lift wells, Lobbies upto the Floor level of the Said Flat. (not exceeding 80% of the total consideration)

vii) 05% Within 8 days from the completion of external plumbing, external plaster, elevation, terraces with waterproofing of the building/wing in which the Said Flat is located. (not exceeding 85% of the total consideration)

viii) 10% Within 8 days from the completion of lifts, Water Pumps, Electrical Fittings, Electro, Mechanical and Environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in this Agreement for the building/wing in which Said Flat is located. (not exceeding 95% of the total consideration)

xi) 05% And other dues payable by the Allottee/Purchaser to the Promoter within 15 days from the receipt of intimation letter along with the copy of the Occupation/ Completion Certificate as to the take the possession of the Flat or at the time of receiving the possession of the Said Flat whichever is earlier, failing which Allottee/ Purchaser shall be liable to pay the interest as stated in Clause No.4 hereunder written till the full payment with interest and monthly maintenance charges, from the date of expiry of aforesaid stipulated period.

The Promoter herein has informed to the Purchaser that, the Construction of the building/ wing as well as Flats therein will be completed as per situation at site and due to that, more than one work may be carried out simultaneously and the Purchaser shall be liable to pay the installment as per the work progress as stated hereto before.

The Allottee/Purchaser herein shall pay the aforesaid consideration alongwith all applicable taxes thereon, etc. to the Promoters herein on due date or within 7 days from the Allottee / Purchaser receiving the intimation in writing on paper or by digital E-mail or SMS from the Promoters calling upon the Allottee/Purchaser to make the payment. **Payment in time is the essence of the contract.**

The Promoter herein informed to the Purchaser herein that, the payment towards the consideration and interest thereon if any has to be made by the Purchaser by Cheques/ Demand Draft / RTGS issued/drawn in the name of "M/s M. S. Patil & Associates, A/C No. 0490102000015677" and payment towards the taxes, etc. has to be made by the Purchaser by cheque/ Demand Drafts /RTGS issued /drawn in the name of "M/s M. S.Patil & Associates, A/C No. 0490102000015659." should be made payable at Pune OR by direct transfer to the aforesaid account with IFSC Code No. IDBKL000490, of IDBI Bank of Tilak Road Branch Pune.

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

D. The Allottee /Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his /her name as the Promoter may in its sole

discretion deem fit and the Allottee/ Purchaser undertakes not to object/ demand /direct the Promoter to adjust his payments in any manner.

4. INTEREST ON UNPAID DUE AMOUNT:-

Without prejudice to the right of the Promoter, to take action for breach arising out of the delay in the payment of the installments on the due dates, the Allottee / Purchaser shall be bound and liable to pay interest, @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, on all the amounts which become due and payable by the Allottee / Purchaser to the Promoter till the date of actual payment, provided that tender of the principle amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this agreement, nor shall it be construed as condonation of the delay, by the Promoter against delay in payments by the Allottee / Purchaser.

5. TERMINATION OF AGREEMENT:-

5.1 Without prejudice to the right of the Promoter to charge interest in terms of Clause No.4 hereinabove written on Allottee / Purchaser committing any default in payment on due date of any amount due and payable by Allottee to the Promoter under this Agreement (including his/her proportionate share in taxes levied by concern local authority, State or Central Government and other outgoings) and on the Allottee/ Purchaser committee three default of payment of installments/Sub installments or Allottee / Purchaser herein violates any terms and conditions of this agreement for whatsoever reason then, the Promoter herein shall have absolute right and authority to terminate this agreement by giving prior 15 days notice in writing to the Allottee by register post A.D. at the address provided by the Allottee and mail at the e-mail address provided by the Allottee of his intention to terminate this agreement, by stating specific default, breach or breaches of the terms and conditions being grounds behind intention of termination of the agreement and the Allottee / Purchaser herein within reasonable time may get the default rectified and which period will not be more than 15 days from the receipt of such notice. After giving notice in writing, if the Allottee / Purchaser herein fail to rectify the default / breach of terms and conditions within aforesaid stipulated period, then this transaction shall stand cancelled and right, title, interest of the Allottee/Purchaser under this agreement towards the Said Flat also stands cancelled and the Allottee /Purchaser shall have only right to have the refund of the amount without any interest subject to condition stated in Sub-Para No.5.4 hereunder written on execution and registration of Cancellation Deed.

5.2 For whatsoever reason if the Allottee / Purchaser herein desire to terminate this agreement / transaction in respect of the Said Flat then, the Allottee / Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Allottee / Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Flat with prospective buyers.

5.3 It is specifically agreed between the parties hereto that, if the transaction in respect of the Said Flat between the Promoter and Allottee / Purchaser herein terminated as stated in sub-para 5.1 and 5.2 hereinabove written then all the instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee / Purchaser herein shall automatically stand cancelled and either party has no right, title, interest or claim against each other except as provided hereinafter.

5.4 On termination of transaction in respect of the Said Flat as aforesaid the Allottee / Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Allottee / Purchaser to the Promoter after re-disposing of Said Flat by the Promoter as under:

5.4.1 If the Promoter able to dispose off the Said Flat for the same consideration or higher consideration as to the consideration agreed between Promoter and Allottee / Purchaser herein then, the Allottee / Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head.

5.4.2 If the Promoter is able to dispose off the Said Flat for lesser consideration than the consideration agreed between Promoter and Allottee / Purchaser herein then, the Promoter herein shall be entitled to deduct such deficit amount of consideration from the amount paid by the Allottee/Purchaser herein to the Promoter towards the part consideration of the said property and shall refund balance amount without any interest or any additional amount under whatsoever head and accordingly the Allottee/Purchaser herein shall be entitled to receive the same.

5.4.3 The Allottee/Purchaser herein is not entitled to receive refund of amount paid by the Purchaser to the Promoter for payment of GST or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as stated in Clause No.14, 15 & 29 hereunder written.

5.4.4 If the Allottee/Purchaser herein availed housing loan against the Said Flat from any financial institute, etc. then the Allottee/Purchaser herein is not entitled to receive the aforesaid refund till Allottee/Purchaser produces a No Dues Certificate and Release Deed executed by such financial institute to release the encumbrance of loan and any interest due thereon on Said Flat.

5.4.5 Without prejudice to the aforesaid conditions, it is further agreed between the parties hereto that on termination of this agreement and transaction between the parties hereto as aforesaid, the Allottee/Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed, since his/her/ their all other rights under this agreement automatically extinguished, on termination as stated in Sub-Clause-5.1 and 5.2 hereinabove written.

5.5 Notwithstanding any of the above clauses in the event of the Promoter unable to give possession of the Said Flat on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Allottee / Purchaser will be entitled to terminate this agreement by issuing proper letter in writing and on such termination the Promoter shall within 60 days of such termination refund the entire amount received under this agreement with interest @ minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, at the time of the Allottee /Purchaser herein executing proper registered Cancellation Deed by producing dues payable to the financial institute against the mortgage of the Said Flat after deducting the amount payable by such financial institute by the Allottee/ Purchaser herein and such due amount will be paid by cheque /demand draft by the Promoter to such financial institute on behalf of Allottee/Purchaser herein, on execution of proper Release Deed by such financial institute releasing the encumbrance on the Said Flat. For aforesaid Release Deed, the Allottee/ Purchaser herein at the time of execution and registration of Cancellation Deed, shall execute Special Power of Attorney, appointing Promoter herein as the constituted attorney to represent Allottee/ Purchaser before aforesaid financial institute to repay loan alongwith interest and get executed Release Deed to release the mortgaged encumbrance of such financial institute.

5.6 Notwithstanding contents herein above written in this clause, it is specifically agreed and understood that, after issuing the notice and receiving acceptance by other party with specifying date for refund of amount and if the Allottee / Purchaser failed to present himself /herself/ themselves for execution and registration of

Cancellation Deed on or before such specified date as called by the Promoter, then for the period from such date till Allottee/ Purchaser executing such Cancellation Deed, the Allottee / Purchaser is not entitled and the Promoter herein is not bound to pay the interest on the amount so-far paid by the Allottee / Purchaser to the Promoter.

6. OBSERVATION OF CONDITIONS IMPOSED BY DEVELOPMENT CONTROLLING AUTHORITY:-

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter and shall, before handing over possession of the Said Flat to the Allottee/ Purchaser herein, obtain from the concerned development controlling authority occupation and/or completion certificate in respect of the Said Flat. The Allottee / Purchaser herein also shall observe and perform all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned development controlling authority at the time sanctioning the said plans or thereafter at the time of issuing completion / occupation certificate and further observe all development controlling rules applicable to the building in which the Said Flat is situated.

7. SPECIFICATIONS AND AMENITIES:

The fixtures and fittings with regards to the flooring and sanitary fitting and amenities like one or more lifts with particular band or price range (if unbranded) to be provided by the Promoter in the Said Flat and Building in which the Said Flat is located and are set out in Annexure-4 annexed hereto. Common & restricted common amenities and facilities for the project on the Said Land are stated in the Annexure-5 annexed hereto. In the project multi storied high-rise buildings / wings are under construction and considering the need to maintain the stability of the buildings /wings and internal structures, the Promoter herein has been specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument specifically instructed to the Allottee / Purchaser herein that, his/her/their request to provide any shifting of walls, toilets etc. cannot be accepted and further no deduction in consideration will be given for material or labour on account of any change or modification or alteration, if request is accepted.

8. DELIVERY OF POSSESSION:-

8.1 The Promoter shall give possession of the Said Flat to the Allottee/Purchaser on or before ___/___/20___. If the Promoter fails or neglects to give possession of the Said Flat to the Allottee / Purchaser herein on account of reasons beyond his control and of his agencies employed for construction, as per the provisions of section 8 of MOFA & Section 18 of RE(R&D)A, by the aforesaid date or the date or dates prescribed in section 8 of the MOFA & Section 18 of RE(R&D)A, then the Promoter shall be liable on demand to refund to the Allottee/ Purchaser the amounts already received by him in respect of the Said Flat with simple interest at minimum lending rate of State Bank of India highest marginal cost of Lending Rate or bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public whichever is higher, plus two per cent per annum, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Allottee/ Purchaser such amount shall subject to prior encumbrances if any, be a charge on the Said Flat.

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

- i. War, civil commotion or act of God.
- ii. Any notice, stay order from any court or any other order, rule, notification of the Government, any direction from the Development Controlling Authority or Competent Authority as to mandatory change in construction.
- iii. The Allottee / Purchaser has / have committed any default in payment of installment as mentioned in Clause No.3 hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Flat, in terms of these present.
- iv. Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.

8.2 After completion of construction of the Said Flat and within 7 days from the receipt of Completion / Occupation Certificate from concerned competent authority subject to receipt of full payment of consideration and taxes, charges, cesses etc. made by the Allottee/Purchaser as per this Agreement, the Promoter herein shall offer in writing the possession of the Said Flat to the Allottee / Purchaser. Within 15 days from the receipt of aforesaid offer in writing, the Allottee /Purchaser shall take the possession of the Flat from the Promoter after inspecting the Said Flat and being satisfied that the Said Flat is in accordance with the terms and conditions of this agreement subject to execution of necessary indemnities, undertakings and such other documents as prescribed in this Agreement in Clause No.21.2 hereunder written. Accordingly, the Promoter shall give the possession of the Said Flat to the Allottee/ Purchaser by complying with all compliances as agreed in this present.

8.3 The Promoter has specifically informed the Allottee/Purchaser that, the Said Project is having 3 multi-storied buildings/wings, common amenities like club house, landscaped garden, etc. and the construction of such common amenities will be completed in due course within 6 months, only after completion of construction of all the buildings/wings in the Said Project as per Said Layout Plan of the Said Land and considering this aspect, in light of written intimation as stated here to before issued by the Promoter to the Allottee/Purchaser herein, the Allottee/ Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non-completion of construction of aforesaid common amenities to the Said Project.

8.4 In case, the Allottee/Purchaser fails to take the possession within stipulated period as stated hereto before, the Allottee/Purchaser will continue to be liable to pay maintenance charges and all other statutory payments from the date of the Occupation /Completion certificate to the concerned authorities and interest being penal interest @ 1.25% per month or part thereof to the Promoter from the date of occupation/ completion certificate.

8.5 If the Promoter herein, fails to complete the construction of the Said Flat, within aforesaid stipulated period then, subject to the terms and conditions of this present, as agreed between the Allottee/ Purchaser and the Promoter herein, if the Allottee / Purchaser has paid the consideration and other amount to the Promoter on due date and has not committed any breach of payment then only the Allottee / Purchaser herein shall be entitled to receive from the Promoter, monthly compensation calculated at the rate of Rs.100/- per sq.mtrs. of carpet area of the Said Flat, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the Flat is completed and ready for handing over possession to the buyer of the Flat. The aforesaid amount will be paid or adjusted at the time of delivery of possession of the Said Flat. It is further agreed between the parties to that, payment of interest on delayed period on delayed amount paid by the Allottee /Purchaser, will not amount to delay being condoned on the contrary in such circumstances, on the ground of Allottee/Purchaser failing to pay the due installment on due date, amount to breach of aforesaid condition and Allottee /Purchaser will not entitled to receive the aforesaid compensation.

It is further agreed between the parties hereto that, after receiving the possession of the said residential unit by the Allottee/Purchaser in pursuance of this clause, the Allottee/ Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

9. DEFECT LIABILITY :-

The Allottee/Purchaser herein shall take the possession of the Said Flat within stipulated period as stated in Clause No.8.2 hereinabove written.

If within a period of five years from the date of handing over the possession of the Said Flat by the Promoter to the Allottee/Purchaser, the Allottee/Purchaser brings to the notice of the Promoter in writing any structural defect in the Said Flat or the building in which the Said Flat 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 his own cost and in case it is not possible to rectify such defects, then the Allottee/Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RE(R&D)A.

Provided that, defect liability of the Promoter for the standard fittings, machinery including generator set for backup, STP, electric pumps, waste management plants, lift, gas line (if any), security equipment's (if any), Solar System (if any), will be as per the warranty provided by the respective manufacturer /supplier.

Further provided that, it is agreed that the defect liability period shall be deemed to have commenced from the date of expiry period in written intimation issued by the Promoter to the Allottee /Purchaser to take the possession of the Said Flat or the Allottee/Purchaser took the possession of the Said Flat, whichever is earlier.

Further provided that, the Allottee / Purchaser shall not carry out any alterations of whatsoever nature in the Said Flat or in the fittings therein, in particular it is hereby undertaken by the Allottee / Purchaser not to make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out by the Allottee / Purchaser without the written consent of the Promoter, the defect liability shall become void automatically.

The word 'defect' here means only the manufacturing defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use or vagaries of the Allottee / Purchaser or occupier of Said Flat by the Occupants, act of nature etc. Defect/s in fittings and fixtures are not included therein.

10. USE OF THE SAID FLAT:-

10.1 The Allottee / Purchaser herein shall use the Said Flat or any part thereof or permit the same to be used only for purpose of residence. The Allottee / Purchaser shall use the Said Flat or any part thereof or permit the same to be used only for purpose as shown in the sanctioned plan and owners/occupiers shall not use the same for Classes, Massage Centre, Gambling House, or any illegal or immoral purpose.

10.2 After receiving the possession of the Said Flat, the Allottee / Purchaser herein for whatsoever reason desires to grant the use of the Said Flat to any third party on leave and license basis or otherwise, then he should have prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Allottee / Purchaser herein shall inform to the concerned police station in writing as to the grant of such use along with the details of the persons who intend to reside / use the Said Flat.

10.3 The Allottee / Purchaser or occupant of the Said Flat, shall use parking space only for parking his / her / their own vehicle only. The Flats holders/ occupiers in the project shall not entitled to park inside the project at

any place any heavy vehicles such as truck, bulldozer, buses, tractors etc. and further any Flat holder / occupier in the project shall and will not be entitled to park his/ her / their any two / four-wheeler vehicle in drive way.

11. FORMATION OF ORGANISATION OF FLATS HOLDERS IN THE BUILDING/S AND PROJECT ON THE SAID LAND:-

11.1 In the project on the said land, there are Wing/Building A,B & C consisting of various residential tenements essential Multipurpose Hall, Garden, Gymnasium, etc. and further to have maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form separate Co- operative Society for the tenement holders in each building. Considering construction of Building/Wing A, & Building/Wing C is already completed and their respective co-operative housing societies have already been formed. On completion of construction the said building/wing B the Co-Operative Housing Society under name **“Ganadhish Sankul Wing B Co-Op. Housing Society Ltd.”** will be formed and it will admit Flat Holders in such building/wing as members on receiving membership application with share money and entrance fee through Promoter herein.

11.2 In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Flat or Company of the Flats holders in the building which is under construction or to be constructed on the Said Property and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative society, has entered into this transaction.

11.3 To enable the Promoter to form the society as aforesaid, the Allottee / Purchaser herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee / Purchaser herein, so as to enable Promoter to register the society of the Allottee / Purchaser of the Flat/s in the project under section 10 of the MOFA and section 19 of the RERA, within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rule, 1964. No objection shall be taken by the Allottee / Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

12. CONVEYANCE DEED:-

The Promoter herein has made full and true disclosure as to how the Said Project on part of the Said Land is completed as aforesaid and considering the provision Sec.-17 of RE(R&D)A,R.9 of RE(R&D)R, Sec.11 of MOFA R.9 of MOFR, the Promoter has decided after completion of construction of said building/wing and formation of Co-Operative Housing Society as aforesaid and receipt of full consideration alongwith all dues from all Flat holders in said building/wing B, the Promoter will convey said building being structure on said property in favour of such society within 3 months from the date of last receipt of Completion/ Occupation Certificate for last tenements in said building. The aforesaid stipulated period is stated subject to the co- operation from buyers of the Flat and office bearers of the aforesaid society.

13. REGISTRATION OF THIS AGREEMENT:-

The Allottee / Purchaser herein shall present this Agreement as well as the final conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof, on receiving the written intimation with copy of registration receipt from the Allottee / Purchaser herein.

14. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:-

The Allottee / Purchaser herein shall bear and pay stamp duty and registration fees and all other incidental charges etc. in respect of this agreement and all other agreements or any final conveyance deed which is to be executed by the Promoter in favour of Housing Society in which the Allottee / Purchaser will be member.

15. PAYMENT OF TAXES, CESSSES ETC:-

15.1 The Allottee / Purchaser herein is well aware that, the Central Government of India has imposed Goods and Services Tax (GST) with effect from 01/07/2017 and same has to collected by the Promoter from the buyer of the Flats and paid to the State and Central Government under the provisions of Goods & Service Tax Act, 2017 and rules & clarifications made thereunder from time to time. Considering the aforesaid provisions, whatever GST rate is fixed by the State & Central Government from time to time same has to be paid by the Allottee/ Purchaser herein for the transaction in respect of the Said Flat between the Promoter and Allottee /Purchaser. As per the provisions under the aforesaid Acts & Rules, whatever GST paid by the Promoter for completing the project on the Said Land or building/wing in which the said Flat is situated, Chartered Accountant of the Project will determine total GST paid by the Promoter for the project on the said land or building/ wing and determine the GST rate per sq.mter. carpet area and will issue the certificate to that effect on the basis of such certificate, the total GST payable by the Allottee /Purchaser herein for the Said Flat will be determined and whatever GST paid by the Allottee/ Purchaser will be adjusted and if any deficient amount is found, the same has to be paid by the Allottee/ Purchaser to the Promoter prior to taking possession of the Said Flat as aforesaid and if any excess amount is found the same will be adjusted against the part of amount of consideration payable by the Allottee/ Purchaser to the Promoter at the time of taking the possession as per Clause No.8 herein above written.

15.2 If at any time, Central, State Government, Development Control Authority or any other statutory authority under any law at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable for the transaction in respect of the Said Flat between the parties hereto and construction of the Said Flat which is to be carried out by the Promoter, shall exclusively be paid/borne by the Allottee / Purchaser. The Allottee / Purchaser hereby, always indemnifies the Promoter from all such levies, costs and consequences.

15.3 From the date of Completion/Occupation Certificate or Allottee /Purchaser starting the use of the Said Flat, whichever is earlier the Allottee / Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Said Flat and proportionate maintenance charges in respect of the Said Building and expenses for common facilities such as Common light meter, water pump/s expenses for lift if any etc. and non-agri- cultural assessment in respect of the Said Land to the respective authorities or/and to the ad-hoc committee appointed by the Promoter from Allottee/Purchasers of Flats in respective buildings if the society is not formed or ad-hoc committee appointed by the Promoter from Allottee/Purchasers who are members for the society of such building which is to be formed by the Promoter herein as stated hereinbefore. But it is specifically agreed between the Parties hereto that, the Promoter is not responsible/liable to pay or share in the aforesaid expenses in respect of unsold Flats situated in the building construction of which will be completed or are under construction on the Said Land.

15.4 The Allottee / Purchaser herein is well aware that, the Central Government of India has inserted Sec. 194-IA in Income Tax Act 1961 imposed responsibility on Allottee / Purchaser if consideration payable by the Allottee / Purchaser to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if

the Allottee / Purchaser herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum- statement in Form No. 26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with PAN AADCD4389F then only the Promoter will acknowledge receipt of part consideration of Said Flat for the amount equal to deducted and paid under such Challan-cum-statement.

Provided that, at the time of handing over the possession of the Said Flat if any such Challan-cum-statement in Form No.26QB is not produced by the Allottee / Purchaser, then Allottee / Purchaser herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee / Purchaser under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee / Purchaser on submitting Challan - cum - statement in Form No.26QB within 15 days from the end of the month in which possession of the Flat is delivered by the Promoter to the Allottee / Purchaser.

15.5 Notwithstanding anything contained hereinabove, the liability to pay the aforesaid taxes, etc. shall always be on the Allottee / Purchaser of the Said Flat and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee / Purchaser alongwith interest, at the rate imposed by such recovery authority for nonpayment within limitation by the person who is liable to pay such amount and the Allottee / Purchaser herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee / Purchaser in writing. It is further specifically agreed that, aforesaid

encumbrance shall be on Said Flat being first encumbrance of the Promoter. The Allottee / Purchaser herein with due-diligence has accepted the aforesaid condition.

16. COMMON MAINTENANCE: -

16.1 Commencing a week after notice in writing is given by the Promoter to the Purchaser that, the Said Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Said property and said building namely - maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co. Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s, but not covering the payment of taxes, being property tax payable to the concerned development controlling authority/Local Body in respect of the Flat, insurance or sinking funds, non- agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual Flat as well as water meter bills for individual Flat and internal maintenance of the Flat.

16.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the said project and said 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 project land and building/s. Until the Society for the building in which Said Flat is situated is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter provisional monthly contribution of Rs. 30/- per sq.mtrs. of Carpet area towards the outgoings for the period of 18 months. The amounts so paid by the Allottee

to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of such society as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less expenditure incurred for maintenance as aforesaid and other deduction provided for in this Agreement) shall be paid over by the Promoter to the Society, as the case may be.

17. SPECIAL COVENANT AS TO THE ALTERATION AND SCHEME:-

17.1 The Promoter herein has specifically informed to the Allottee / Purchaser and Allottee / Purchaser 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 colour scheme, terraces, windows and grills etc. and hence the Allottee / Purchaser or any owner or occupier of the Flat/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sit-out / roofs shall always have proper flow and should not obstruct the same in any manner. The Allottee / Purchaser herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the Said Flat to the Allottee / Purchaser herein on ownership basis, subject to the terms and condition of this Agreement.

17.2 In the Said Project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like elevators, electric rooms and puzzle/mechanical parking etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over the aforesaid facilities to the society, society shall set its own norms for use of common amenities in order to avoid due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

17.3 The Promoter herein specifically informed to the Purchaser that, the Promoter will not entertain any request of the Purchaser as to the any extra work, alteration, modification, additions in the Said Flat and the Purchaser herein has agreed and accepted the condition.

18. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF RESTRICTED COMMON PARKING SPACES:-

As per the Development Control Rules applicable to the project on the Said Land, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for use of the Flats holders in the Said Project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the Flats in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein has made arrangement not to provide separate scooter parking and cycle parking, on the contrary, to avoid dispute between the Flat holder in the project on parking issues, the Promoter has decided to provide parking space under podium, stilt as well as within side margin etc. and to divide such parking area into two parts one being exclusive right to use to the Flat holders in the project being car parking space and other being common parking for the Flat holders to whom exclusive right to use car parking space has not been allotted and control of such common parking spaces ultimately will lie with the Co- Operative Society which will be formed as stated hereto before.

The Purchaser herein after going through the D.C. Rule as to required parking area and the Promoter proposed to arrange parking area as shown in parking plan, the Purchaser herein by executing this present with

due diligence has accepted the aforesaid arrangement and given informed consent for such parking plan.

19. ADJACENT TERRACES:-

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the said Flats in the Buildings, if any, shall belong exclusively to the respective Purchaser /Allottee of such said Flat and such terrace spaces are intended for the exclusive use of the respective such Purchaser/Allottee. The said terrace shall not be enclosed by such Purchaser /Allottee till the permission in writing is obtained from the concerned development controlling authority and the Promoter or society.

20. CONSENT FOR MORTGAGE ETC. :-

20.1 The Promoter herein has obtained project loan from_____Corporation Ltd. for the said Project by mortgaging the Said Land along with building structures constructed or to be constructed on the Said Land. The Promoter herein shall obtain necessary no objection letter from the said bank in respect of the Said Flat and handover the same to Purchaser/Allottee herein at the time of availing home loan.

20.2 If the Purchaser/Allottee desire to have the said Flat then, the Purchaser/ Allottee herein shall inform in writing to the Promoter as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoter and thereafter the Promoter herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchaser/Allottee, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Flat and Purchaser/Allottee alone shall be liable to repay the same.

20.3 After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Flat 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 Allottee/ Purchaser herein who has agreed to purchase the Said Flat in pursuance of this agreement.

21. SPECIFIC COVENANTS:-

21.1 The relation between Promoter and Allottee / Purchaser herein for the transaction in respect of the Said Flat is seller and buyer respectively, the Promoter has agreed to sell the Said Flat being constructed Flat on the terms, and conditions set forth in this present. The Promoter herein is constructing the Said Flat at its own cost and risk and has to deliver the possession in pursuance of this present to the Allottee/Purchaser being duly constructed Flat.

21.2 After the Promoter obtains the completion / occupation certificate in respect of the Said Flat, the Allottee / Purchaser shall also execute such other documents such as Supplementary Agreement with Possession, Possession Receipt, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter.

21.3 The Allottee / Purchaser is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, Flats being commercial or otherwise in the buildings which are to be constructed on the Said Land and other adjacent land which the Promoter herein developing being one project, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by development controlling authority in the concerned locality. For the aforesaid purpose the Allottee / Purchaser 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.

21.4 Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or

assignment in law in respect of the Said Land and building/s / wing/s or any part thereof except the Said Flat. The Allottee / Purchaser shall have no claim save and except in respect of the Said Flat 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.

21.5 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 Allottee / Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee / Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

21.6 In the event of the Society for the Flat holder in the buildings which are under construction on the Said Land which Promoter herein developing being formed and registered before the sale and disposal of all the Flats / units in the building/s which is/are to be constructed on the Said Land which Promoter herein developing, all the power, authorities and rights of the buyers of the Flats /units in such buildings, shall always be subject to the Promoter's overall right to dispose off unsold Flats 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 Allottee / Purchaser or any other Flat holder in the building or ad-hoc committee or Societies as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flats /accommodations /Flats in the buildings, which are to be constructed on the Said Land and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

21.7 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, all rights of the Promoter under this agreement and other agreements in respect of the other Flats shall be subsisting until all payments inclusive of the amount of consideration and taxes etc, in respect of all the Flats in the building/s is received by the Promoter.

21.8 The Promoter herein has not undertaken any responsibility nor has he/they agreed anything with the Allottee / Purchaser 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.

21.9 Adjacent terrace has / have allotted by the Promoter to the Allottee/ Purchaser of such Flat to which the terrace is adjacent to that, the same terrace have to be used by the Allottee/ Purchaser herein or any other occupier on his behalf shall use the same being terrace 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 Flat 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 the Allottee/Purchaser or occupier on his behalf and recover the cost of removal from Allottee / Purchaser or occupiers, till the building is conveyed in favour of the society as aforesaid and after conveyance, the society is entitled to take the action as aforesaid in place of Promoter. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any Flat being allotted as an exclusive right to use the terrace, sit out, passages, open space, parking space etc. alongwith the Said Flat, if any.

21.10 The Promoter herein by spending huge amount is providing high quality specifications in the Said Flat and for the buildings which are under construction on the Said Land, hence Allottee / Purchaser / unauthorised

persons / any agency shall not disturb the same under any circumstances particularly concealed plumbing, concealed wiring etc. and considering this aspect and having regard to the safety measures, Allottees/ Purchasers are advised not to open this instrument or to try make any changes within these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load and therefore neither Allottee/Purchaser nor occupier of the Said Flat or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or in any manner increase the electrical load in the Said Flat because wires will not be able to take additional load and such act will be amount to be breach of condition of this transaction. Similarly after completion of the project and conveyance in the name of society, such society will have absolute authority to expel the member for the Said Flat for breaches and dispose off such Flat in market and refund to the expelled member the amount paid by the Allottee/ Purchaser to the Promoter herein being consideration of the Said Flat. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

21.11 The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the Said Land and adjacent land which Promoter herein is developing and to have the such external look forever, the Promoter herein has specifically informed to the Allottee / Purchaser herein that, any buyer of any Flat in the building shall and will not be entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipment's if required at the places provided for the same inside the duct and any unit shall not be seen on external elevation. The Allottee / Purchaser herein undertakes to abide this condition and if any owner or occupier of any Flat in the building committed breach of this condition then, the Promoter as well as the proposed society which is to be formed by the Promoter for the Flats holders in the building which are under construction under Said Land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close such openings if any and recover the cost incurred for the same with interest from such owner or occupier of the Flat.

21.12 The Promoter herein has specifically informed the Allottee / Purchaser that for, water proofing and anti-termite treatment in the project the guarantee stands automatically extinguished for the said Flat, if any owner or occupier of such Flat in the building / wing chisels any relevant work in any manner. Considering this aspect the Allottee / Purchaser herein undertakes not to chisel any relevant work in any manner, causing cancellation of the aforesaid guarantee.

21.13 The parties hereto are well aware that, the Flat/Flat Number is three or four digit, first one or two digit denotes the floor of the building / wing and last digit denotes the Flat/ Flat number.

21.14 The parties hereto are well aware that, in sanction building plan floor height is shown from bottom of the floor slab to the top of the top slab of concerned floor/Flat and considering masonry and flooring work, always height shall be less than the shown in the sanction plan and considering this aspect floor to top of the Flat, the height will be near about 8'9" to 9' and the Allottee/ Purchaser herein has accepted the aforesaid calculation and height by executing this present.

21.15 The Promoter herein has disclosed arrangement of water supply, Electricity Supply and provision of drainage and sewage as stated in clause no. 20.1 herein above written and the Allottee/ Purchaser herein with due diligence accept the aforesaid arrangement by executing these present. Further with due diligence the Allottee/ Purchaser herein accepts that, the Promoter herein only responsible to provide the aforesaid facilities from concerned authorities and is not responsible for any shortfall of water, electricity and expulsion of drainage

and sewage, for the reason same is beyond the control of the Promoter.

22. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represents and warrants to the Allottee/Purchaser as follows:

22.1 Further stated that, there is no any pending litigation against the Promoter for the Said Property or any part thereof before any Civil or Criminal Court, revenue authority, tribunal or any judicial authority appointed under any law.

22.2 The Promoter has 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 project;

22.3 There are no encumbrances upon the project land or the said project except those disclosed in the title report;

22.4 There are no litigations pending before any Court of law with respect to the project land or said project except those disclosed in the title report;

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

22.6 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/ Purchaser created herein, may prejudicially be affected;

22.7 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 project land, including the project and the said Flat which will, in any manner, affect the rights of Allottee /Purchaser under this Agreement;

22.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee/Purchaser in the manner contemplated in this Agreement;

22.9 At the time of execution of the conveyance deed of the structure to the Society of Allottees / Purchasers the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas to the Society of the Allottees/ Purchasers, as stated hereto before.

22.10 The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till completion;

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

23. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID FLAT ETC:-

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

23.1 To maintain the Said Flat at the Allottee / Purchaser's own cost in good tenable repair and condition from

the date of possession of the Said Flat is taken and shall not do or cause to be done anything in or to the Said Flat or the building in which the Said Flat is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned development controlling authority or change/ alter or make addition in or to the Said Flat and/or to the building in which the Flat is situated and in or to the Said Flat itself or any part thereof.

23.2 Not to store in/outside the Said Flat or surrounding area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned development controlling authority any other authority or under any law and shall not carry out or cause to be carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Said Flat is situated on account of negligence or default of the Allottee / Purchaser in this behalf, the Allottee / Purchaser shall be liable for all the consequences of the breach.

23.3 To carry at his/her/their own cost all internal repairs to the Said Flat and maintain the Said Flat 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 Allottee / Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned development controlling authority or other public authority. But in the event of the Allottee / Purchaser committing any act in contravention of the above provisions, the Allottee / Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

23.4 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 Flat or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Flat and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC or other structural components in the Said Flat.

23.5 Not to do or permit to be done, any action or thing which may render void or voidable any insurance of the Said Land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

23.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the Said Land and the building.

23.7 Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by concerned development controlling authority or Government or giving water, electricity or any other service connection to the building in which the Said Flat is situated.

23.8 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Said Flat and also any additional increased taxes, insurances etc. which are imposed by the concerned development controlling authority and/or the Government and/or other public authority on account of change of user of the Said Flat by the Allottee / Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.

23.9 The Allottee / Purchaser shall not let, sub-let, transfer assign or part with Allottee / Purchaser interest or benefit factor of/under this agreement or part with the possession of the Said Flat until all amounts payable by the Allottee / Purchaser to the Promoter under this agreement are fully paid up and only if the Allottee / Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Allottee / Purchaser has intimated in writing to the Promoter and obtained written consent thereof.

23.10 The Allottee / Purchaser shall observe and perform all the rules and regulations which the Society 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 which is to be constructed thereon and Flats therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned development controlling authority and the Government and other public bodies. The Allottee / Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the Flats regarding the occupation and use of the Flat 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.

23.11 Till the conveyance of the building in which the Said Flat is situated is executed, the Allottee / Purchaser 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 Flat and the Said Land and building or any part thereof to view and examine the state and conditions thereof.

23.12 Till a conveyance of the structure of the building in which Flat is situated is executed in favour of Society as aforesaid, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof and carry out any require repairs and maintenance as require in light of terms and conditions stated in this present or point out any default on part of society and its members.

23.13 Till a conveyance of the said property on which the building in which Flat is situated is executed in favour of proposed Co-operative Housing Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof and carry out any required repairs and maintenance as required in light of terms and conditions stated in this present or point out any default on part of society and its members.

23.14 The Promoter herein is promoting the project on the Said Land having high value and having harmony in construction as well as colour combination and to maintain the same if any Flats holders in the project desire to have the any internal changes in his accommodation he shall obtain prior permission in writing from the society and till the formation of society the Promoter herein, by depositing the deposit amount of Rs. 50,000/- or amount which will be decided from time to time by concerned Co-Operative Society of the building in which such Flat is situated and such amount shall and will have no interest. The Purchaser herein shall store rubbish, required material etc. on his/her allotted parking area and after completion of internal work, the such Flat holder shall remove all rubbish etc. from the Flat as well as within the premises of the project elsewhere at his own cost and risk and clean the site at satisfaction of the Promoter or society as the case may be and thereafter on written application by such Flat holder to the society or Promoter as the case may be, refund of the deposit amount without interest thereon shall be made. On the contrary if the such Flat holder fails to clear the site as aforesaid then association will clear such rubbish etc. by deputing proper employees at the cost and risk of the such Flat

holder and deduct the amount of expenditure along with lump sum fine of Rs.25,000/- out of the deposit amount and refund the balance if any to the such Flat holder or recover any additional amount if recoverable.

24. NAME OF THE SCHEME AND BUILDING/WING:-

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 **“GANADHISH SANKUL WING B”** and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottee / Purchaser or other Flat holders in the building/s or proposed Society 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.

25. MEASUREMENT OF THE AREA OF THE SAID FLAT:-

Notwithstanding anything contained in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Allottee / Purchaser herein has agreed to purchase the Said Flat alongwith appurtenances thereto on ownership basis for the lumpsum consideration as stated in Clause No.3 hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the Said Flat and further the carpet area is calculated as defined in RE(R&D)A.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee /Purchaser after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee / Purchaser. If there is any increase in the carpet area allotted to Allottee/ Purchaser, the Promoter shall demand additional amount from the Allottee /Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed consideration in Clause 3(A) of this Agreement.

26. SERVICE OF NOTICES:-

All notices to be served on the Allottee / Purchaser and the Promoter as contemplated by this agreement shall be deemed to have been duly served if sent to the Allottee/ Purchaser or the Promoter by Registered Post A.D. and notified email ID (if any) at the address and email ID specified in the title of this agreement or at E-mail ID/at the address intimated in writing by the Allottee / Purchaser after execution of this Agreement. It shall be the duty of the Allottee/ Purchaser and the Promoter to inform each other of any change in address and email ID subsequent to the execution of this Agreement in the above address by Registered Post, failing which all communications and letters posted at the address stated in title of this Agreement shall be deemed to have been received by the promoter or the Allottee/ Purchaser, as the case may be.

27. EFFECT OF LAWS:-

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

27.2 Forwarding this Agreement to the Allottee/ Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/ Purchaser until, firstly, the Allottee/ Purchaser signs and

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

27.3 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 Flat.

27.4 Any amendment required be carried out by authority or law or for whatsoever other reason the same shall be carried out by the parties hereto by proper registered Correction /Supplementary Deed to this Agreement.

27.5 It is clearly understood and so agreed between the parties hereto that, hereinafter subsequently after full payment of agreed consideration and other dues paid by the Allottee/ Purchaser to the Promoter and after having taken the possession of the Said Flat if Allottee/ Purchaser intends to transfer /assign the right, title, interest under this agreement to any transferee /assignee, same shall be done with the prior consent of the Promoter until conveyance of the building in which Said Flat is situated executed and registered in favour of society which will be formed for Flat holders in such buildings and thereafter with consent of such society, then all provisions and obligations arising under this agreement in respect of the Said Project shall be equally applicable to and enforceable against such transferee/ assignee of Said Flat since the said obligation go alongwith the Said Flat for all intents and purpose.

27.6 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

28. DISPUTE RESOLUTION AND GOVERNING LAW:

28.1 If any dispute arises between the parties hereto in pursuance of terms and conditions set-forth in this present and performance of the either party shall be settled amicably and in failure to settle the dispute amicably, which shall be referred by the concerned party who has grievance against other party to the Authority appointed under The Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

28.2 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts will have the jurisdiction for this Agreement, for the disputes which not covered under Sub Clause 28.1 hereinabove written.

29. STAMP DUTY AND REGISTRATION FEE:-

29.1 The consideration of the Said Flat as agreed between the Promoter and the Purchaser/s herein and also

as per the prevailing market rate in the subject locality, which is the true and fair market value of the Said Flat is as stated in clause no.3 hereinabove written. This agreement is executed by the parties hereto under The Real Estate (Regulation and Development) Act 2016, The Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963, and rules made thereunder. The Said Land is situated within the Pune Municipal Corporation as per the annual statement of rates published under the Maharashtra Stamp (determination of true market value of property) Rules, 1995 and hence as per The Maharashtra Stamp Act, 1958, Schedule-I, Article 25(b)(ii) read with Explanation-I, attract the stamp at 5% on market value of the Said Flat of the transaction is applicable. As per ready reckoner available with Sub-Registrar Haveli the value of the Said Flat works out less than the aforesaid agreed consideration. The Purchaser/s herein has paid proper stamp-duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Purchaser/s will be the member in respect of the Said Flat.

29.2 As per Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii) if the Purchaser herein transferred /assigned the rights under this agreement to any subsequent Purchaser within a period of 1 year the Purchaser herein is entitled to get adjusted the stamp duty payable on such transfer/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I Article 25 Explanation -1, the parties hereto shall be entitled to get the aforesaid stamp duty adjusted, towards the total duty leviable on the conveyance, which is to be executed by the Promoter in favour of the Society in which the Allottee / Purchaser will be the member in respect of the Said Flat.

SCHEDULE - I (DESCRIPTION OF THE SAID ENTIRE LAND)

All that Survey No.7A/3/4/5/1 admeasuring 3533.81 sq.mtrs. Survey No.7A/3/4/5/2 open space admeasuring 471.26 sq.mtrs. Suvey No.7A/3/4/5/3 amenity space admeasuring 706.89 sq.mtrs. and Survey No.7A/3/4/5/4 area under road 466.04 sq. mtrs. total admeasuring 5178 sq. mtrs. situated at Village Hingane Khurd, within the Registration District Pune, Sub-registration District Haveli, Taluka Haveli and within the limits of Pune Municipal Corporation Pune and which area admeasuring **5178** sq. mtrs. is bounded as follows:

- On or towards East : By part of Survey No.7
- On or towards South : By part of Survey No.7
- On or towards West : By part of Survey No.7 & 8
- On or towards North : By part of Survey No.4 & D.P.Road

And which property is marked by letter **A B C D E F G H A** on the plan annexed hereto as Annexure-1.

SCHEDULE - II (DESCRIPTION OF THE SAID LAND)

All that Survey No.7A/3/4/5/1 admeasuring 3533.81 sq.mtrs. and Survey No.7A/3/4/5/2 open space admeasuring 471.26 sq.mtrs. total admeasuring 4005.17 sq. mtrs. situated at Village Hingane Khurd, within the Registration District Pune, Sub-registration District Haveli, Taluka Haveli and within the limits of Pune Municipal Corporation Pune and which area admeasuring **4005.17** sq. mtrs. is bounded as follows:

- On or towards East : By Survey No.7A/3/4/5/3 (amenity space)
- On or towards South : By part of Survey No.7
- On or towards West : By part of Survey No.7 & 8
- On or towards North : By Survey No.7A/3/4/5/4 (DP Road)

Along with right to use all permissible FSI, paid FSI, fungible FSI and FSI which will be received from the Pune Municipal Corporation Pune against the transfer of Suvey No.7A/3/4/5/3 amenity space admeasuring 706.89 sq.mtrs. and Survey No.7A/3/4/5/4 area under road 466.04 sq. mtrs. Village Hingane Khurd and all buildable potential as per Development Control Rules applicable to the Pune Municipal Corporation area.

And which area admeasuring 4005.17 sq.mtrs is delinated RED colour boundary and marked by letter **A B C D E I A** on the plan annexed hereto as Annexure-2.

SCHEDULE – III

(DESCRIPTION OF SCHEDULE – III PROPERTY)

All that undivided area admeasuring 776.69 sq. mtrs. along with constructed Building/ Wing A consisting of Stilt parking and above 36 residential tenements constructed by using buildable potential 1416.14 sq.mtrs. out of potential available for Survey No.7A/3/4/5/1 admeasuring 3533.81 sq.mtrs. and further undivided share area admeasuring 103.58 sq. mtrs. Survey No.7A/3/4/5/2 in open space admeasuring 471.26 sq.mtrs. total admeasuring 880.27 sq. mtrs. situated at Village Hingane Khurd, within the Registration District Pune, Sub-registration District Haveli, Taluka Haveli and within the limits of Pune Municipal Corporation Pune.

Along with proportionate undivided common rights to use Club House and other common facilities of “Ganadhis Sankul Project” consisting of Building/Wing A, Building/Wing B & Building/Wing C.

SCHEDULE – IV

(DESCRIPTION OF SCHEDULE – IV PROPERTY)

All that undivided area admeasuring 1029.48 sq. mtrs. along with constructed Building/ Wing C consisting of basement parking, stilt parking,12 shops and 33 residential tenements constructed by using buildable potential admeasuring 1877.06 sq. mtrs. out of buildable potential available for Survey No.7A/3/4/5/1 admeasuring 3533.81 sq.mtrs. and undivided area admeasuring 137.29 sq. mtrs. Survey No.7A/3/4/5/2 open space admeasuring 471.26 sq.mtrs. total admeasuring 1166.77 sq. mtrs. situated at Village Hingane Khurd, within the Registration District Pune, Sub-registration District Haveli, Taluka Haveli and within the limits of Pune Municipal Corporation Pune.

Along with proportionate undivided common rights to use Club House and other common facilities of “Ganadhis Sankul Project” consisting of Building/Wing A, Building/Wing B & Building /Wing C.

SCHEDULE – V (DESCRIPTION OF SAID PROPERTY)

All that undivided area admeasuring 1727.64 sq. mtrs. along with Building/Wing B consisting of all types of parking, and commercial/residential tenements to be constructed by using 3150 sq. mtrs. buildable potential out of Survey No.7A/3/4/5/1 admeasuring 3533.81 sq.mtrs. and undivided area admeasuring 230.39 sq. mtrs. out of Survey No.7A/3/4/5/2 open space admeasuring 471.26 sq.mtrs. total admeasuring 1958.03 sq. mtrs. situated at Village Hingane Khurd, within the Registration District Pune, Sub-registration District Haveli, Taluka Haveli and within the limits of Pune Municipal Corporation Pune.

Along with right to use permissible FSI, Paid FSI/TDR, Premium FSI and FSI which will be received from the Pune Municipal Corporation against the transfer of Survey No. 7A/3/4/5/3 amenity space admeasuring 706.89 sq.mtrs. and Survey No.7A/3/4/5/4 area under Road 466.04 sq.mtrs. Village Hingane Khurd and all buildable potential as per development control rules applicable to the Pune Municipal Corporation.

Along with proportionate undivided common rights to use Club House and other common facilities of “Ganadhis

Sankul Project” consisting of Building/Wing A, Building/Wing B & Building/Wing C.
(As per ready reckoner available with Sub-Registrar Haveli aforesaid property is situated within Division, Village HINGNE (KH), Rate___/- per Sq.mtr. for Residential Tenements and Rate_____-/- and___/- per Sq.mtr. for Commercial Tenements).

SCHEDULE - VI DETAILS OF THE SAID FLAT

- 1. Name of the Project: **GANADHISH SANKUL WING B**
- 2. Flat/Flat No.
- 3. Floor
- 4. Building / Wing No. **B,**
- 5. Flat consisting of, One Living, one kitchen/Dining, One Bedroom with attach Toilet, One Bedroom, One WC, One Bath and internal usable area.
- 6. Flat Carpet Area admeasuring_____Sq.mtrs. i.e. ____Sq.ft. including amalgamated the then balcony as per sanctioned plan in light of Development Control Rule.

said Apartment / flat is bounded as follows:

- On or towards East :
- On or towards South :
- On or towards West :
- On or towards North :

OR

- Flat Carpet Area admeasuring _____ Sq.mtrs. i.e. _____ Sq.ft. excluding amalgamated balcony as per Development Control Rule. Balcony Carpet Area admeasuring _____ Sq.mtrs. i.e. _____ Sq.ft.
- 7. Exclusive Adjacent Open Terrace/Varanda/Sit out Carpet Area admeasuring ____Sq.mtrs. i.e. ____Sq.ft.
 - 8. Exclusive Right to use one Car Parking space.

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

I) SIGNED, SEALED AND DELIVERED

by within named the Promoter

M/S. M.S. PATIL & ASSOCIATES
Through its duly authorized partner
Shri. Rahul Madhukar Patil

II) **SIGNED, SEALED AND DELIVERED**

by within named the Purchaser/s

_____	_____	
_____	_____	

IN THE PRESENCE OF:-

- 1) Signature :
- Name :
- Address :
- 2) Signature :
- Name :
- Address :

ANNEXURE-1

(Said Master Layout Plan of the Said Land)

ANNEXURE-2

(Present sanctioned Layout and Building Plan of the Said Land)

ANNEXURE-3

(Flat/Flat Floor Plan)

Annexure-4

(Specifications of the Buildings and Flats)

Structure

- Earthquake Resistant R.C.C. Framed Structure

Walls & Ceiling

- All External and Internal Walls In 6” Thick Brick / AAC Block
- External Walls Finished with Sand Faced Plaster in River Sand
- Internal Walls & Ceiling Finished with Smooth Coating of Gypsum / Pop
- Kitchen, Toilets & Attached Terrace Finished with Cement Mortar Plaster
- S. S. Glass Railings to Attached Terrace

Flooring

- Vitrified Tiles in Entire Flat
- Anti-Skid Tiles in Toilets and Dry Balcony
- Anti-Skid Tiles in Terrace

Kitchen

- L Shaped/ Parallel Black Granite Kitchen Platform with Stainless Steel Sink
- Glazed Tiles Dado Upto Lintel Level Above Kitchen Platform
- 3” Black Granite Skirting on Kitchen Platform
- Provision for Water Purifier
- Exhaust Fan in Kitchen Window
- Electric Points for Mixer, Fridge and Microwave

Toilets

- Glazed Tiles Upto Ceiling
- Concealed Plumbing with Branded C.P. And Sanitary Fittings
- Concealed Divertors For Hot and Cold Water with Spout & Shower Rose in All Toilets
- Telephone Shower in Master Toilet
- Solar Water Connection in Master Toilet
- Provision for Gyser in All Toilets
- Wall Hung Commodes in All Toilets
- Exhaust Fan in All Toilets

Windows

- Powder Coated Aluminium Sliding Windows Having 3 Tracks With 2 Glass And 1 Mosquito Mesh Shutters in All Rooms
- Ventilators with Louvers in All Toilets
- Granite / Marble Window Sills
- M. S. Grill to Windows of All Rooms Except Toilets

Doors & Door Frames

- Plywood Finished with Attractive Laminated Door Frame for Main Entrance with Elegant Flush Door Shutter with Laminate Finish and Attractive Door Fittings & Latch for Main Door
- Plywood Finished with Laminate Door Frames for Bed Rooms
- Flush Door Shutter with Laminate Finish and Cylindrical Locks for Bedrooms
- Water Retardant Door Shutter for Toilets
- Powder Coated Aluminium Sliding Door Having 3 Tracks With 2 Glass And 1 Mosquito Mesh Shutters for Attached Terrace
- Provision for Safety Door in Main Door Frame
- Attractive Plates for Flat No. & Flat Holders Name on Main Door

Dry Balcony

- Provision for Washing Machine
- Separate Area for Utensils Washing
- Glazed Tiles Dado Upto Sill Level
- Easy Dry System for Drying Clothes

Electrical

- Concealed Wiring & Switch Boards
- Branded Fire-Retardant Copper Wiring and Modular Switch and Sockets
- Adequate Points in All Rooms
- Provision for Split A.C. in All Bedrooms
- Two Way Light Point & Fan Point in Bed Rooms
- T.V. & Telephone Point in Living
- T.V. Point in Master Bedroom
- Branded & Safe Concealed D. B. With MCB's and MCCB for Each Flat
- Provision for Chimney & Hub in Kitchen
- Provision for Concealed Cabling of Dish Antenna
- Provision for Invertor & Wifi Router

Painting

- Internal Walls with Branded Oil Bound Distemper
- Oil Paint on Ceiling of Toilets & Dry Balcony
- External Walls with Branded Acrylic Paint

NOTE :-

1. ***The aforesaid specifications are general and will be provided in the residential Flat as suitable in Flat as per the discretion of the Promoter.***
2. ***Any additional specification or work will be charged extra. No rebate will be given for cancellation or omission of any item which is agreed as aforesaid.***

ANNEXURE-5

(Common & Restricted Facilities and Amenities for the Project)

(A) Common Facilities and Amenities :-

- (a) Club house with party hall and pantry
- (b) Well-equipped gymnasium
- (c) Children's play area
- (d) Landscape garden
- (e) Puzzled parking for cars on parking floor for select flats
- (f) Two branded automatic lifts
- (g) Power back-up to common area lighting, lifts & water pumps
- (h) Decorative and attractive entrance lobby
- (i) Solar water heating system
- (j) Firefighting system
- (k) Rain water harvesting
- (l) C. C.T.V. security surveillance in common area at parking level, all floor lobbies & entrance gate.
- (m) Intercom facility within all flats & security cabin
- (n) Attractive main gate with security cabin at main entrance
- (o) Trimix concrete roads and paving blocks for internal driveway
- (p) Adequate common area lighting

- (q) Under ground and overhead water tanks with sufficient storage capacity
- (r) Auto level control system for water pumps
- (s) Letter box with name plates
- (t) Attractive lobby board
- (u) Pest control for entire building foundation
- (v) Landscaped roof terrace of the building

(B) Restricted Common Facilities & Amenities: -

1. The terrace/veranda/Sit-out in front of or adjacent to the Flat/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such Flat/flat.
2. The utility adjacent area adjacent to the kitchen of the Flat/flat in the Said Building/s if any, shall belong for exclusive use to the respective Allottee / Purchaser of the such Flat/flat.
3. As stated in clause No.18, the parking area which is kept for allotting to Flat holders in the project being exclusive right to use car parking space shall be treated as restricted common parking space for such Flat holders. Similarly, as stated in clause No.18 parking area which is kept for common parking for the Flat holders who have not got allotted exclusive right to use car parking space shall also be treated as restricted common parking space for such Flat holders.
4. For Flat/Flat No._____ in Building /wing No._situated at____floor proportionate Carpet Area admeasuring ----- sq.mtrs. i.e. ----- sq. ft. out of total area admeasuring ----- sq.mtrs. i.e. ----- sq. ft. being common area under staircases, lifts, staircase, lift, lift lobbies, Fire escape, and common entrance and exit of the building, in which Flat is situated.

ANNEXURE-6

(Copy of Commencement Certificate)

ANNEXURE-7

(7/12 extract for Survey No.__, Village_____)

ANNEXURE-8

(Certificate of the title)