

AGREEMENT FOR SALE

**THIS AGREEMENT IS MADE AND EXECUTED ON THIS ____DAY OF
_____ OF THE YEAR 2017, AT PUNE,**

BETWEEN

M/S OPULENT ESTATE, (PAN No. _____), A Registered Partnership Firm, registered under Indian Partnership Act 1932 having its Office and place of business at : Office No. 5, Shree Towers, Magarpatta Chowk, Pune-Solapur Road, Manjri Bk., Pune - 411028, Through It's Partners 1) MR. ATIT SHRIKANT ADMULWAR, 2) MR. VIJAY RAMSWAROOP AGRAWAL and 3) MR. ASHISH VIJAY AGRAWAL,,

Hereinafter referred to as **“PROMOTER / DEVELOPER”** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to include Partner or the Partner for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of such survivors his or her assigns)

..... **PARTY OF THE FIRST PART.**

AND

MR. _____ Age about: _____ years; Occu: _____,

(PAN NO. _____ **)**

MRS. _____ Age about: _____ years; Occu: _____,

(PAN NO. _____ **)**

Both Residing at _____

Hereinafter jointly and together referred to as **"THE ALLOTEE / THE PURCHASER/S"** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of an individual or individuals, his/her or their respective heirs, executors, administrators and assigns / in the case of a body corporate, its successors and permitted assigns / in the case of a partnership firm, the partners for the time being and from time to time constituting the firm, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns)

.....**PARTY OF THE SECOND PART**

AND

1. MR. BABURAO SARJERAO LIMBHORE, Age Adult, Occu. Business,
2. MRS. DRAUPADABAI BABURAO LIMBHORE, Age Adult, Occu. Houswife,
3. MRS ADIMAYA SARJERAO LIMBHORE, Age Adult, Occu. Houswife,
4. MR. SAGAR SARJERAO LIMBHORE, Age Adult, Occu. Business,
5. MRS. SNEHAL SAGAR LIMBHORE, Age Adult, Occu. Houswife,
6. MRS. SHEETAL GANESH BABAR, Age Adult, Occu. Houswife,
7. MRS. SONAL SANJAY DHAWADE, Age Adult, Occu. Houswife,
8. MR. DILIP BABURAO LIMBHORE, Age Adult, Occu. Business,
9. MRS. ASHWINI DILIP LIMBHORE, Age Adult, Occu. Houswife,
10. MRS. AARTI NILIESH MOKASHI, Age Adult, Occu. Houswife,
11. MR. JIVAN DILIP LIMBHORE, Age Adult, Occu. Business,
12. MR. BHARAT BABURAO LIMBHORE, Age Adult, Occu. Business,
13. MRS. NILAM BHARAT LIMBHORE, Age Adult, Occu. Houswife,
14. MISS ASHWARYA BHARAT LIMBHORE, Age Adult, Occu. Education,
15. MR. DASHRATH BABURAO LIMBHORE, Age Adult, Occu. Business,
16. MRS. MANISHA DASHRATH LIMBHORE, Age Adult, Occu. Houswife,

ALL No. 1 to 16 above residing at Survey no. 40/1, Kondhawa Khurd, Taluka Haveli, Pune

All above no . 1 to no. 16 through their constituted Power of Attorney Holder M/S OPULENT ESTATE, Through It's Partners 1) MR. ATIT SHRIKANT ADMULWAR, 2) MR. VIJAY RAMSWAROOP AGRAWAL and 3) MR. ASHISH VIJAY AGRAWAL,

Hereinafter severally and /or jointly referred to as the "**OWNERS/ CONSENTING PARTY**" (which expression unless repugnant to the context or meaning thereof, shall mean and include their respective heirs, executors, administrators, successors, nominees and assigns)

..... PARTY OF THE THIRD PART

WHEREAS

- A.** All that piece and parcel of land admeasuring about 4957.84 Sq. mtrs comprising of 1) bearing Survey no. 40/1+40/5 Plot No. 1A+2 admeasuring 2127.16 Sq. Mtrs., 2) bearing Survey no. 40/1+40/5 plot for Amenity Space admeasuring 1124.01 Sq. mtrs. and 3) bearing Survey no. 40/1+40/5 Plot under Road Widening and internal road admeasuring 1706.27 Sq. Mtrs all situated at village Kondhwa Kh, Taluka Haveli, District Pune which is within the limits of Pune Municipal Corporation, and which is within the Registration District Pune, (Hereinafter collectively referred to as the "**SAID PROPERTY** ") is owned by the Owners and name of the said owners is shown in the revenue record as owner and possessor. The said Property is more

particularly described in the '**SCHEDULE-I**' given hereunder.

- B.** Whereas by the Development Agreement dated 04/01/2016 Mr. Baburao Sarjerao Limbhore and 15 others Owners of the said land (Said Owners) granted the development rights of an area totally admeasuring about 4957.84 Sq. mtrs comprising of Plot No. 1A+2 admeasuring 2127.16 Sq. Mtrs., plot for Amenity Space admeasuring 1124.01 Sq. mtrs. and Plot under Road Widening and internal road admeasuring 1477.70 sq. mtrs. carved out of total area 1706.27 Sq. Mtrs out of the said S. No. 40/1+40/5, in favour of "Said Promoter / Developer" which is registered at the Office of Sub registrar, Haveli No. 22 at Sr. No. 123/2016 on same day (herein after referred to as the "**Said Agreement**").
- C.** In pursuant to the Development Agreement dated 04/01/2016, Said Owners has also executed a Power of Attorney dated 04/01/2016 to that effect in favour of the Said Promoter / Developer. The said Power of Attorney dated 04/01/2016 is registered at the office of Sub Registrar, Haveli No. 22 at Sr. No. 125/2016.
- D.** By virtue of the abovementioned Development Agreements and Power of Attorneys the Developer prepared building plan/s and specifications of the building to be construct on the "Said Property". The said Plan and Specifications with elevations, sections and details, is sanctioned and approved from Pune Municipal Corporation under Commencement Certificate bearing no. CC/3861/16 dated 31/03/2017 consisting commercial and Residential Floors.. (Hereinafter referred to as the '**Said Plan/s**').
- A.** The Additional Collector, Pune, vide his order bearing No. _____ dated _____, permitted the use of the said Property for non-agricultural purpose of residence and Commercial purpose, under section 44 of the Maharashtra Land Revenue Code, 1966.
- B.** The Promoter / Developer has appointed **M/s. Atit Admulwar, Architets and Planners** having its office at office no. 5, Shree Towers, Magarpatta chwok, Hadapsar, Pune, as the Architect, registered with the Council of Architects, for drawing the plans and to supervise the construction of the building being done by the Promoter/Developer, on the said Plot. The Promoter/Developer appointed the Structural Engineer **R. K. Randhave Consultant**, Consulting Engineers, Sructural Designers having office at 436/B, 'Dhamale Luxuria', Off. no. 203, Near Hamalwada Multilevel Parking, Narayan Peth, Pune-30, for designing and supervising the structural work of construction of the building by the Promoter on the said Plot. The Promoter has accepted the professional supervision of the Architect and the Structural Engineer till the completion of the building/s. However the Promoter herein reserves the rights to change the Architect and the Structural Engineers as and when required

during or before the completion of the building/s.

- C. While sanctioning the said plans the concerned 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 property and constructing the said buildings, upon due observance and performance of which only the Completion / Occupation other Certificate from Pune Municipal Corporation Authority in respect of the said buildings shall be granted by the concerned Authority.
- D. The Promoter proposes to has commence phase-wise construction of the said building/s on the said property in accordance with the said plans.
- E. The Promoter proposes to sell/allot the unit / flat / tenement /office/shops/ Apartments on ownership basis or on other basis as per law and also allocate rights of exclusive use pertaining to open space / terrace / garden to certain flats in the said buildings and is/will be entering into separate Agreement for sale/allotment of such flats / shops / offices / tenements / apartments etc. and grant of exclusive rights if any, to various purchaser/s on such terms and conditions subject to such modifications as may be desired by the Promoter with a view that ultimately all such purchasers/allottees/along with the other purchasers/ alotee of flats, units, premises in the new buildings as shall be constructed by the Developer, shall join in forming and registering a Condominium under the Maharashtra Apartment Ownership Act, 1970, Apex Body and/or Federation as the Promoter may decide in its sole, absolute and unfettered discretion (hereinbefore and hereinafter referred to as **"the said Organisation"**), to be known by such name as the Promoter may decide in its sole, absolute and unfettered discretion (which name shall not be changed by the Purchaser/s or the said Organisation without the prior written permission of the Promoter) and for this purpose, from time to time, the purchaser/s shall sign and execute the application for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the said Organisation, and for becoming a member thereof, and to duly fill in, sign and return the same to the Promoter within fifteen days of the same being forwarded by the Promoter to the Purchaser/s, do as to enable the Promoter to register the said Orgainsation. No dispute or objection shall be raised by the Purchaser/s if any changes alterations, amendments, modifications, additions, and/or deletions are made in the draft Bye-Laws or the Memorandum and/or Articles of Association by any other Competent Authority.
- F. The Purchaser/s was/were interested in acquiring a flat / shop/office/unit for his/her/their use. The Unit Purchaser/s demanded from the Promoter and the Promoter has given inspection of and furnished to the Unit Purchaser/s all the documents of title relating to the said Property, including all agreements, deeds, orders, title report of the Advocate of the Promoter and plans, designs and specifications prepared by the

Promoter's Architects and of such other documents as are specified under the RERA and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said Act") and the rules made thereunder and the Purchaser/s has/have also acquainted himself / herself / themselves as regards the existing FSI being utilized/consumed and the right of the Promoter to utilize and consume the balance and/or additional FSI, Paid FSI and T.D.R., as well.

- G.** The Allottee /Purchaser herein has shown willingness to purchase Apartment/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 "RERA") 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 there under.
- H.** 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 may have own Advocate and to ask any further queries, he/she/they may have regarding the marketable title and rights and authorities of the 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 apartments in the project, the Allottee/Purchaser has decided to have one Apartment/Flat in the Said Project and **has made application dated _____ with required** application amount for allotment of Apartment/Flat as per application form prepared by the Promoter. The Promoter has accepted the application of the Allottee/Purchaser and allotted Apartment/Flat No. **_____** to the Allottee /Purchaser as per allotment letter dated **_____**. Aforesaid Apartment/Flat along with the appurtenances thereto is more particularly stated in Schedule-II written hereunder and hereinafter referred as **"THE SAID FLAT/UNIT"**.
- I.** The Purchaser/s herein is/are aware of the fact that the Promoter herein have entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other shops/offices, terraces, parking areas, land adjacent to the building, within the said land for garden, club house etc.

- J.** After verifying all the orders, agreements, deeds and documents and various permissions and sanctions, the Purchaser/s herein being desirous of acquiring, has/have accordingly applied to the Promoter for purchase of the **Flat / Unit** bearing No. _____, admeasuring Carpet Area _____sq. meters., and attached terrace admeasuring about _____ sq. meters., on the _____ Floor, in the _____ wing of the scheme / project known as “**SHEETAL SQUARE** ” to be constructed on the said Property (hereinafter referred to as the “**Said Flat / Unit/Accommodation**”) on the terms, conditions, covenants and consideration herein below written and which Flat / Office / Unit is more particularly described in the '**SCHEDULE-II**' given hereunder.
- K.** 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-1**. The **specifications** for the buildings and specifications for the apartment therein is stated, in **Annexure-2** annexed hereto. **Common facilities** along with the proportionate share for the Said Flat is stated, in **Annexure-3** annexed hereto. Copy of the **sanction letter**/ commencement certificate dated 19/08/16 bearing No. **CC/3861/16 dated 31/03/2017** issued by PMC is annexed hereto as **Annexure-4**. Copies of **7/12 extracts** shown the name of the OWNERS herein for the Said Land are annexed hereto as **Annexure-5**. Copy of the **Certificate of the title**, issued by the Advocate of the Promoter is annexed hereto, as **Annexure-6**.
- L.** Subject to 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 these 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 are desire, to reduce in writing all the terms and conditions of this transaction and hence these presents.
- M.** Relying upon the Purchaser’s representations and assurances the Promoter herein have agreed to sell and the Purchaser/s has/have agreed to purchase the said unit/flat for agreed lump sum consideration of **Rs. _____/- (Rupees _____ only)**.

NOW THEREFORE, THIS INDENTURE 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 Partnership Firm registered with the Registrar of firms, Pune having office at Office No. 5, Shree Towers, Magarpatta chowk, Hadapsar, Pune 411 016.

- 1.2 The Promoter herein states that, the Said Land is owned and possessed by the party of the third part free from all encumbrances, charges or claims and name of the Owners 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 Owners towards the Said Land from Advocate and copy of the certificate title is annexed hereto as Annexure -6.
- 1.3 The Promoter herein has disclosed to the Allottee/Purchaser that, the Said Land will be developed by constructing various buildings/wings as per master layout being project “**SHEETAL SQUARE**”. Further disclosed, at present the sanction received from the PMC for the part of the Said Project as shown on the plan layout. In light of development of the Said Land as shown in Master Layout and sanction presently received, for the complete development of the Said Land, the Promoter has to obtain from time to time revised sanction from PMC which will change location of open space and the shape of amenity space and further sanction to the certain buildings/wings as well as upper floors of certain buildings/wings has to be obtained and received for the remaining part. As per present sanction received from Pune Municipal Corporation, Development Authority, Pune vide sanction letter and Commencement Certificate having Outward No. **CC/3861/16 dated 31/03/2017**, the plan shows the Said Land is amalgamated and building is partly sanctioned.
- 1.4 The Promoter herein informed and Allottee/Purchaser herein is well aware that, to Said Land is situated within the PMC limit. The Promoter herein informed and Allottee/Purchaser herein is well aware that, as per development control rules of the aforesaid authority, existing FSI for the Said Land 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 as per D.C. Rules applicable to the said land and further paid FSI, 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 PMC, Development Controlling Authority and in addition to that, permissible TDR and paid FSI in light of the Development Control Rule applicable for the properties situated within the PMC limit 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 utilised by the Promoter elsewhere for any purpose whatsoever. The Promoter shall has 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.

- 1.5 The Promoter state that, as per Non Agricultural Permission No. _____ dated _____ received from Collector, Revenue Branch Pune area admeasuring _____ sq.mtrs. out of the Said Land is under non agricultural use for residential and commercial purpose and as per the proposed development and sanction for the Said Land, the non agricultural permission for the balance area adjacent land has to be obtain by the Promoter herein from the concern authority after receiving sanction from Pune Metropolitan Regional Development Authority Pune.
- 1.6 The construction of each building in the Said Project will be completed within 60 months from the commencement of construction of such building.
- 1.7 The Promoter herein has inform and disclosed to the Allottee/ Purchaser herein that, they have /will made application to the PMC /Irrigation Department of Maharashtra State for providing require water for the project, and if the permission/sanction is received the Promoter will install Water Line in the project land and trying to provide the water for the project and occupants in the project. The Promoter further specifically disclose that, if such local authority fails to provide adequate water, the Promoter will have the water survey within Said Land from the concerned expert and will take the bore wells and installed the pumps and lay down the water line upto the storage tanks provided in the project as per sanctioned building plans and further from such storage tanks to the each apartment in the building. The Promoter further specifically disclose that, though the Promoter, providing water as aforesaid by adopting any one aforesaid method, if the water supply available out of that method is found insufficient for the occupants in the project, than additional required water supply has to be procured by the Occupants/Purchasers at their cost.
- 1.8 The Promoter herein has inform and disclosed to the Purchaser that, the Promoter has provided sufficient space out of the Said Land for installation of DP/Electricity Sub-Station and as per norms of Maharashtra Electricity Distribution Company Limited the Promoter will apply for necessary electricity supply for the Said Entire Project by paying necessary charges for the same. On installation of DP/such sub-station necessary cables upto the each building will be lay-down and for each building for the energy meter sufficient space will be provided and for each apartment 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 alongwith Diesel Generator Backup facility. It is specifically disclosed by the Promoter that, though the Promoter provided aforesaid provisions for the Said Entire

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 discloser.

- 1.9 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 -3 annexed hereto.
- 1.10 The Promoter herein state that, in the Said Project the specifications for the each building in the Said Project and specifications for each apartment in the building are more particularly stated in Annexure - 2---- annexed hereto.
- 1.11 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 hereinabove written.
- 1.12 The Promoter herein to disclosed and provided to the apartment allottee/purchaser for inspection copies of demarcation plan, master layout and building plan as well as sanction layout plan and building plan and further disclose that, balance sanction as per master plan is yet to be receive 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.
- 1.13 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. 10 hereunder written.
- 1.14 The Promoter herein has also informed and disclosed to the Allottee/Purchaser as to the nature of organization of the Allottees /Purchasers of the apartments in the Said Project to be constituted and to which title is to be passed as stated in Clause No. 13 hereunder written.
- 1.15 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.

2. ALTERATION AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:-

The Promoter herein has specifically informed the Purchaser that, the Promoter herein has already acquired the development rights to develop additional lands adjacent to the said land and considering this aspects, to amalgamate the such land in the said land and have revised sanction to the building plans to raise the floors of the buildings and have the additional buildings on adjacent lands and for that, by executing this present, the Purchaser/s has given irrevocable consent. Further the present sanctioned buildings plans received from the PMC, Pune, /Concerned Development Controlling Authority / Local Authority is for the FSI of the part of the said land only and further sanction to buildings plans for the remaining FSI of the said land and floating, paid FSI / TDR is / are yet to be received and for that the building layout as well as upper floor plans of the buildings have to be changed and considering this aspect, the Promoter herein has specifically reserved right to change the building layout and building plans and hence the Purchaser/s hereby gives his/ her/ their irrevocable consent to the Promoter herein to carry out such alterations, modifications in the building layout and buildings plans of the building which are under construction or to be constructed on the said land and to change the place of the open spaces, internal pathway, parking lot, building/s wing/s layout and also plan/s sanctioned or to be sanctioned for the building/s or wing/s of the building/s under construction or to be constructed and to change elevation of the buildings, landscaping, boundary walls or fencing and to convert constructed portion into terraces or vice a versa, as the Promoter in their sole discretion may thinks fit and proper and/or such modifications and alterations which are necessary in pursuance of any Law, rules, regulations, order or request made by the Local Authority, Planning Authority, Competent Authority or Government or any Officer of any Local Authority.

Provided that, the Promoter herein shall have to obtain prior consent in writing of the Purchaser/s if such alterations and modifications affect the internal construction or the area of the Said Flat and for that also the Purchaser/s herein shall have no right to withhold such permission without any reasonable cause and shall give such permission (without demanding any amount under whatsoever head, except reduction in area of the Said Flat) as and when required by the Promoter herein.

3. CONSIDERATION OF THE SAID FLAT:-

- 3.1. 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 agreed to pay the consideration as stated sub-para '3.2' hereunder written, and relying upon the Purchaser/s representation and the assurance the Promoter has agreed to sell at concessional rate and Purchaser herein has agreed to purchase 'the said flat/unit' which tenement is more particularly described in the Schedule-II written hereto and shown

floor plan annexed hereto as Annexure-1 i.e. said Flat, at or for total consideration of Rs. _____/- (Rupees _____ only) including price for proportionate of the common areas and facilities appurtenant to the Said Flat, the subject to the encumbrance of the limited areas and facilities but excluding all expenses of stamp duty and registration fees, Goods and Service Tax (GST), VAT, LBT etc., which will 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.

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.

3.2. The Allottee / Purchaser/s herein is/are well aware that, the building / wing in which the Said Flat is situated is under construction on the Said Land, 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) 10% Within 8 days of commencement of Plinth work of the wing in which the Said Flat is situated.
- iii) 15% Within 8 days of commencement of 1st slab of the building in which the Said Flat is situated.
- iv) 15% Within 8 days of commencement of 3rd slab of the building in which the Said Flat is situated.
- v) 15% Within 8 days of commencement of 5th slab of the building in which the Said Flat is situated.
- vi) 15% Within 8 days of commencement of top terrace slab of the building in which the Said Flat is situated.
- vii) 08% Within 8 days of commencement of brick work of the the Said Flat.
- viii) 08% Within 8 days of commencement of Plaster of the the Said Flat.
- ix) 04% And other dues within 8 days when the Promoter obtains the occupation certificate in respect of the Said Flat from the authority or Said Flat is ready for use and occupation, whichever is earlier.

The Promoter herein has informed to the Purchaser that, the Construction of the building/wing as well as apartments 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 the all applicable taxes, 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 aforesaid payment has to be made by the Purchaser by Cheques / Demand Draft issued / drawn in the name of "M/S OPULENT ESTATE, KOTAK MAHINDRA BANK, MAGARPATTA BRANCH, A/C No. _____" which cheque/Demand Drafts should be made payable at Pune OR by direct transfer to the aforesaid account at ISFC Code No. KKBK0001752.

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 @1.50% per month or part thereof monthly rest, 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 If the Allottee / Purchaser herein violates any terms and conditions of this agreement for whatsoever reason including nonpayment of agreed consideration within stipulated period then, the Promoter herein shall have absolute right and authority to terminate this agreement by giving prior notice in writing of his/her/their 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 Purchaser under this agreement towards the Said Flat also stands cancelled and the Purchaser shall have only right to

have the refund of the amount without any interest subject to condition stated in Paragraph No.5.4 hereunder written on execution and registration of Cancellation Deed.

- 5.2 For whatsoever reason if the Purchaser/s herein desire to terminate this agreement / transaction in respect of the Said Flat then, the Purchaser/s herein shall issue 15 days prior notice to the Promoter as to the intention of the 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 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 Purchaser herein shall stand automatically cancelled and either party have 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 Purchaser herein shall be entitled to receive the amount being refund of consideration paid by the Purchaser to the Promoter after re-dispose of Said Flat by the Promoter as under :-
- i) If the Promoter able to dispose off the Said Flat for the same consideration or higher consideration than the consideration agreed between Promoter and Purchaser herein then, the Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Purchaser to the Promoter, subject to deduction of dues, expenses, if any, receivable by the Promoter and after refund of loan amount and interest thereon receivable by the Financial Institute from whom, the purchaser herein has obtained housing loan, if any, without any interest or any additional amount under whatsoever head.
 - ii) If the Promoter able to dispose off the Said Flat for the lesser consideration as to the consideration agreed between Promoter and Purchaser herein then, the Promoter herein shall be entitled to deduct the such less amount of consideration from the amount paid by the Purchaser herein to the Promoter towards the part consideration of the Said Flat and shall refund balance amount subject to deduction of dues, expenses, if any, receivable by the Promoter and after refund of loan amount and interest thereon receivable by the Financial Institute from whom, the purchaser herein has obtained housing loan, if any, without any interest or any additional amount under whatsoever head and accordingly the Allottee / Purchaser herein shall be entitled to receive the same.
 - iii) The Purchaser herein is not entitle to receive refund of amount paid by the Purchaser to the Promoter for payment of GST, Service Tax, VAT, Local Body Tax or any other

taxes, cesses, Stamp Duty, Registration Fee, etc. as stated in Clauses hereunder written.

- iv) If the Purchaser herein availed housing loan against the Said Flat from any financial institute, etc. then the Purchaser herein is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest thereon on Said Flat.
- v) 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 Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed and all other rights under this agreement of the Purchaser herein stands automatically extinguished.

In the event of termination as aforesaid, such refund of amount shall be made to the Purchaser/s in installments as and when received by the Promoter from the new buyer of the Said Flat.

- 5.6) 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 at the rate of 15% 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.
- 5.7) Notwithstanding anything contents herein above written in this clause, it is specifically agreed and understood that, after issuing the notice and accepting 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.

- 5.8) If the Purchaser/s fails to comply the aforesaid Clauses regarding the termination of the agreement due to non fulfillment of financial dues by the Purchaser/s to the Promoter, in that Event the Promoter will be entitled to Cancel the Agreement. The Purchaser/s hereby irrevocably Authorizes the Agent of the Promoter **Mr. Ashish Vijay Agarwal** residing at Hadapsar, taluka Haveli, Dist Pune to execute the cancellation deed of the present Agreement on behalf of the Purchaser/s. The Agent of the promoter is hereby also authorized to Register the cancellation Deed with the relevant authorities / Sub – Registrar to give effect to the cancellation of this agreement.

6. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

It is hereby agreed that the Promoter and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the PMC, Development Controlling Authority and local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting completion / occupation certificate. The Purchaser/s herein shall not be entitled to claim possession of the Said Flat until the completion / occupation certificate in respect of the Said Flat is received by the Promoter from the PMC Development Controlling Authority or Architect of the Project and the Purchaser/s herein has paid all dues payable under this agreement in respect of the Said Flat to the Promoter.

7. UTILISATION OF FSI/FAR/TDR:-

It is hereby declared that, sanctioned plan/s has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s. Similarly, the floor space index, if any, utilized as floating floor space index or in any manner, i.e. to say, FSI of the said land transferred on other property or FSI of the other property transferred on the said land is also shown or on sanction will be shown in the sanction building plan/s. In this agreement, the word FSI or floor area ratio shall have the same meaning as understood by the planning authority under its relevant building regulations or bye-laws.

The Promoter shall have right of pre-emptions or first right to utilize the residual or available FSI or which may be increased for whatsoever reason in respect of the said land or any other FSI or TDR (Buildable Potential) granted by the appropriate authority and allowed to use the same on the said land by constructing or raising any additional floor/s of the building/s which is/are under construction or to be constructed on the said land. The Purchaser/s herein by executing these presents has/have given

his/her/their irrevocable consent for the aforesaid purposes and separate consent will not be required.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter herein has made full and true disclosures to the Purchaser/s as to the Development rights, authorities and marketable title of the Owners/ Promoter towards the said land and TDR (if any) as well as the encumbrances, if any, known to the Promoter. The Promoter herein has also requested to the Purchaser/s to carry out the search and to investigate, rights, authorities and marketable title of the Promoter towards the said land by appointing his/her/their own Advocate. As required by the Purchaser/s the Promoter herein has given all information to the Purchaser/s herein and he/she/they is/are acquainted himself /herself/ themselves with all the facts as to the rights, authorities and marketable title of the Promoter towards the said land and after satisfaction and acceptance of title has/have entered into this agreement. The Purchaser/s hereinafter shall not be entitled to challenge or question as to the rights, authorities and marketable title of the Promoter towards the said land and further Promoter's rights and authority as to enter into this agreement.

9. SPECIFICATIONS AND AMENITIES:-

The specifications of the Said Flat and fixtures, fittings and amenities to be provided by the Promoter to the Said Flat or to the said building being in which Said Flat is situated are described in the **Annexure-II** annexed hereto. In the scheme multi storied high rise buildings/wings are under construction and considering to maintain the stability of the buildings/wings and internal structures, the Promoter herein specifically informed by its consultant not to allow any internal changes, as to shifting of walls, toilets, chiseling walls and R.C.C. members and hence the Promoter herein prior to enter into this instrument specifically instructed to the Purchaser/s herein that, his/her/their request to provide any shifting of walls, toilets etc. and no deduction in consideration will be given for material or labour on account of any change or modification or alteration will not be accepted.

10. DELIVERY OF POSSESSION:-

The Promoter shall give possession of the Said Flat to the Allottee / Purchaser on or before **30/12/2022**. 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 agents as per the provisions of section 8 of MOFA & Section 18 of RERA, by the aforesaid date or the date or dates prescribed in section 8 of the MOFA & Section 18 of RERA, 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 15% 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 dated, if the completion of building in which the Said Flat is to be situated is delayed on account of:-

- i. Non-availability of steel, cement, other building material, water or electric supply as well as labour strike or scarcity of availability of expert labour.
- ii. War, civil commotion or act of God.
- iii. 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.
- iv. The Allottee / Purchaser has / have committed any default in payment of installment as mentioned hereinabove written, and all other amounts payable by the Purchaser to the Promoter in respect of the Said Flat, in terms of these present.

After completion of construction of the Said Flat, the Promoter herein shall inform in writing to the Purchaser that the Said Flat is ready for use and occupation and on receipt of such intimation, the Purchaser herein within 7 days shall take the possession of the Said Flat after inspecting the Said Flat in all respect and get satisfied according to the terms and conditions of this agreement. After Purchaser is/are satisfied herself/himself/themselves as aforesaid, at his/her/their request the Promoter herein shall give the possession of Said Flat to the Purchaser on payment of all dues payable by the Purchaser, and the Purchaser herein has not committed any default in payment of consideration in installment on due date to the Promoter in pursuance of these presents.

The Promoter specifically informed the Purchaser that, the Said Project is a large project consisting of various phases, common amenities 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 Layout Plan, and considering this aspect on construction of the Said Flat and written intimation as stated here to before issued by the Promoter to the Purchaser herein, the Purchaser herein shall have to take the possession as stated above and not entitled to refuse to take the possession on ground of non construction of aforesaid common

amenities to the Said Project.

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 Purchaser and the Promoter herein, if the 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 Purchaser herein shall be entitled to receive from the Promoter, compensation calculated at the rate of **Rs.50/-** per sq.mtrs. of carpet area of the Said Flat for per month, from the aforesaid due date subject to extension for the grounds hereto before stated, till the construction of the apartment is completed and ready for handing over the possession to the buyer of the apartment. 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 Purchaser, will not amount that, the delay is condoned on the contrary in such circumstances, on the ground of Purchaser failed to pay the due installment on due date, amount to breach of aforesaid condition and 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 Purchaser in pursuance of this clause, the Purchaser herein shall not be entitled to raise any objection or to demand any amount under whatsoever ground from the Promoter herein.

11. DEFECT LIABILITY :-

The Purchaser/s herein shall take the possession of the Said Flat within seven days from the date of the Promoter giving written intimation to the Purchaser herein intimating that, the Said Flat is ready for use and occupation.

If within a period of **Five year** from the date of obtaining the completion / occupation certificate from the Development Controlling Authority (if the authority is issuing the same) or from Architect of the Project. The Purchaser/s brings to the notice of the Promoter any structural defect in the Said Flat or the building/s in which the Said Flat is situated or the material used thereon or area of the Said Flat reduces, then wherever possible such defect/s shall be rectified by the Promoter at his/its/their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be only entitled to receive from the Promoter reasonable compensation for such defect or change and if the area is reduced than agreed area of the Said Flat than the proportionate consideration will be refunded to the Purchaser by the Promoter. Similarly if area of the Said Flat is increased during the course of construction for whatsoever reason in that case the Purchaser herein shall be bound to pay proportionate additional consideration for the increased area to the Promoter herein, without demanding any

alteration or sanction from the Local Authority.

Provided further that it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Purchaser/s to take the possession, whichever is earlier.

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

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 of Accommodation by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

12. USE OF THE SAID FLAT:-

12.1 The Purchaser/s shall use the Said Flat or any part thereof or permit the same to be used only for residential / commercial purpose as shown in the sanctioned plan, provided that, any Owner/s or Occupier/s of any residential / commercial accommodation in the building / wing shall not use for Classes, Massage Centre, Gambling House or any illegal or immoral purpose. He/she/they shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two wheeler or four wheeler light vehicle, but not entitled to park inside the project at any place any heavy vehicles such as truck, bulldozer, buses, tractors etc and further any accommodation holder / occupier in the project shall and will not entitle to park his/her/their any two / four wheeler vehicle in common marginal space, which is not allotted for exclusive right to use for parking two / four wheeler vehicle.

12.2 After delivery of possession of the Said Flat by the Promoter to the Purchaser/s herein in terms of this present, the Purchaser/s herein for whatsoever reason desire to grant the use of the Said Flat to any third party on leave and license basis or otherwise, prior written consent of the Promoter till the formation of Co-operative Society and thereafter consent of the society in writing shall be required to be obtained by the Purchaser/s herein or owner of the Said Flat as the case may be and further copy of such instrument shall be handed over to the Promoter or society as the case may be and further the Purchaser/s herein shall inform to the concerned police station in writing as to the grant of use alongwith the details of the persons who intend to reside /

use the Said Flat.

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

13.1 In the said land there are certain multi storied buildings / wings of the building consisting of various residential / commercial accommodations, Garden, etc. Considering development of the said land as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form one Co-operative Society.

13.2 In light of the aforesaid understanding, the Purchaser herein is well aware that, the Promoter herein is not going to form Association of Apartment or Company of the accommodations holders in the building which is under construction or to be constructed on the said land and hence with due diligence the Purchaser herein by accepting to become the member of such co-operative society has entered into this transaction. The Promoter will execute all proper documents under the provisions of various Acts and rules made thereunder and submit the land under the scheme alongwith the building/s which is / are under construction thereon and form Co-operative Housing Society and do the needful for formation of such Institute. The Promoter herein has sole discretion and absolute right to define common area, restricted areas and facilities and prepare rules and regulations and bye-laws of such sub-society.

13.3 The Purchaser/s herein along with other accommodation holders shall join in forming and registration of Society in the project, which is/are to be formed by the Promoter herein as aforesaid and for that, the Purchaser/s herein from time to time sign and execute all the applications for registration and for membership and for other documents necessary for formation and registration of such Society and return the same to the Promoter herein within ten days of the same being forwarded by the Promoter to the Purchaser/s as to enable the Promoter to register the Organization of the accommodation holders in the building/s under Section 10 of the said Act within the time limit prescribed by Rule 8 of The Maharashtra Ownership Flats (Regulation of Promotions of Construction, Sale, Management and Transfer) Rules 1964.

14. CONVEYANCE DEED:-

The Promoter herein has made full and true disclosure as to how the Said Project is completed in phases as aforesaid and considering the provision in Sec.11 of the MOFA and Rule 9 of MOFR and since the Purchaser herein is well aware that the Said Project is large project and having different buildings with different wings and the Promoter herein is going to complete the Said Project in phases and providing the common amenities in the Said Project as stated herein and after delivering the

possession of the apartments to the respective buyers in each building, going to form Co-Operative Housing societies and Federation of such societies as stated hereinabove written and since the maintenance of common amenities & facilities has to be look after such federation, the conveyance of the Said Land alongwith the buildings will be executed in favour of such societies and such Federation proportionately by one Sale Deed / Conveyance Deed, within period of 6 months from the date of receiving the certificate of registration of society federation and receipt of full & final completion/occupation certificate for the Said Project.

15. REGISTRATION OF THIS AGREEMENT:-

The Allottee / Purchaser herein shall present this Agreement as well as the 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.

16. 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.

17. PAYMENT OF TAXES, CESSSES ETC:-

17.1 The Allottee / Purchaser herein is well aware that, the State Government of Maharashtra has imposed value added tax on the agreed consideration, for the transaction for sale of apartment by Promoter to the buyers of the apartments under the Goods and Service Tax / Value Added Tax and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Government of Maharashtra has imposed on the Promoter / Developer and hence it is agreed between the parties hereto that, the Allottee / Purchaser herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter / Developer herein to enable the Promoter / Developer to deposit / pay the same to the Government of Maharashtra/ India.

17.2 The Allottee / Purchaser herein is well aware that, the Central Government of India has imposed service tax on construction cost and which construction cost is to be determined as provided under the aforesaid act out of the transaction for the sale of apartments by the Promoter / Developer to the Allottee / Purchaser and as per the aforesaid act responsibility to pay the aforesaid tax from time to time to the Central Government has imposed on the Promoter / Developer and hence it is agreed between

the parties hereto that, the Allottee / Purchaser herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

- 17.3 If at any time, after execution of this agreement, the service tax and Value Added Tax (VAT) and LBT increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule /regulation notification order/either by the Central or the State Government or by the development controlling authority or by any revenue or other authority, in respect of the Said Land or the Said Flat or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee / Purchaser. The Allottee / Purchaser hereby, always indemnifies the Promoter from all such levies, cost and consequences.
- 17.4 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-agricultural 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 apartments 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 apartments situated in the building construction of which will be completed or under construction on the Said Land.
- 17.5 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: _____ 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 apartment is delivered by the Promoter to the Allottee / Purchaser.

- 17.6 Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc. always on Allottee / Purchaser of the apartment 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 interests @ 2% per month or part thereof monthly rest 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.

18. COMMON MAINTENANCE:-

- 18.1 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 Land and building/s 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 etc. and all other expenses necessary and incidental to the management and maintenance of the Said Land and building/s, but not covered the payment of taxes, being property tax payable to the concerned development controlling authority in respect of the apartment, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual apartment as well as water meter bills for individual apartment and internal maintenance of the apartment.
- 18.2 The Promoter had proposed to the Allottee/Purchaser that the maintenance of common amenities and facilities provided in the said Project requires continuous maintenance and in absence of which the beauty of the complex gets deteriorated even in initial

period, and the purchasers of units gets frustrated and cannot enjoy the proper and long term benefits of such amenities and facilities. The Allottee/Purchaser agreed that in view of the comfortable living, all the common amenities and facilities are required to be maintained periodically and for which making provision of funds is essential. As proposed by the Promoter and agreed by the Allottee/Purchaser, till the society is formed; till such time the Promoter herein is required to look after the maintenance of common amenities and facilities along with services such as security, housekeeping, electricity etc., and accordingly Promoter herein has agreed to look after the same for initial period of 24 months being part of this transaction, provided that the Purchaser herein pay an amount of Rs. 30/- per sq.mtrs. per month in advance for 24 months, excluding service tax at actuals, accordingly the Allottee/Purchaser herein has agreed to the same to the Promoter herein. It is further agreed by the Allottee/Purchaser herein that the Allottee/Purchaser will be liable to pay such maintenance amount irrespective of whether possession of the Said Flat is taken or not and shall be bound to pay when the Promoter informing in writing to the Allottee/Purchaser herein that the Said Flat is ready for use and occupation. It is also agreed that the Allottee/ Purchaser is not entitled to demand the accounts and details of expenditure of aforesaid amount from the Promoter and further the Promoter herein is also not liable to give such account or details of the expenditure for the reason the aforesaid maintenance charges is agreed between the parties hereto being lumpsum amount and if any deficit amount caused for maintenance has agreed to be borne and paid by the Promoter. The Promoter herein specifically informed to the Allottee/ Purchaser that, the Promoter has intention to handover the aforesaid maintenance to the society/societies or ad-hoc committee of tenement holders in the said Project within one year from completion of the said Project, further such maintenance arrangement may be continued by the Promoter for additional period in mutual agreed terms. It is also understood that such arrangement will not amount to giving the maintenance services.

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

- 19.1 The Promoter herein is Developing the Said Land by constructing building/s / wing/s in phases and float the one scheme on the said land.
- 19.2 The Promoter herein has specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Promoter herein is Developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner or occupier of the accommodation/s in the building/s / wing/s or scheme shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any 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 / sitout / roofs shall always have proper flow and should not obstruct the same in any manner. The 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 Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

- 19.3 The project on the said land shall and will be known as “SHEETAL SQUARE”. The Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities 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 of premises to society, society shall set it's 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.

20. PROMOTER’S RIGHT TO ALLOTMENT OF PARKING SPACE AND OTHER AREAS / FACILITIES:-

The Promoter herein has constructed the buildings in the project on stilt, providing the parking space under stilt, basements as well as parking spaces in side margin of the buildings and to avoid the disputes between the tenements holders in the project / tenements holders in the buildings, the Promoter herein is entitled to allot the parking spaces under stilt and within side margin and if for whatsoever reason, allotment for each tenement holders in the project, not possible in such circumstances, the Promoter herein shall be entitled to provide certain area for common use of such tenement holders / occupiers. Similarly all adjacent terraces for the tenement/s shall be for exclusive right to use of such tenement holder. For the aforesaid purpose the Purchaser/s herein by executing this present, have given irrevocable consent. It is hereby agreed that the areas mentioned in the Annexure-III written hereunder under head Common Facilities only shall be the common facilities and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the Promoter thinks fit.

21. SPECIFIC COVENANTS:-

- 21.1 The relation between Promoter and Purchaser/s herein for the transaction in respect of the Said Flat is seller and buyer respectively and the Promoter has agreed to sell the Said Flat being constructed tenement on the terms and conditions setforth 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 Purchaser/s being duly

constructed tenement.

- 21.2 The Allotee/Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the Said Flat by the Promoter to the Purchaser herein, it will always be presumed that, the Promoter had discharged and performed all his obligations except formation of proposed society and conveyance as stated heretofore in favour of such society in which the Purchaser/s herein will be member in respect of the Said Flat, under the said agreement and as well as under The Maharashtra Ownership Flats (regulation of the promotion, of the construction, sale, management and transfer) Act, 1963 and The Maharashtra Apartment Ownership Flats Act, 1970 and rules made thereunder. The final Conveyance Deed will be executed within 6 months from the date of receipt of full and final completion certificate from competent authority for all the buildings/wings, which are under construction on the said land. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Promoter.
- 21.3 After the Promoter obtaining the completion / occupation certificate in respect of the Said Flat as stated hereto before, the Purchaser/s shall also execute such other documents such as Supplementary Agreement with Possession / Possession Receipt/ Indenture, Indemnity, Declaration, Undertaking, supplementary agreement etc., as might be required by the Promoter, for confirmation of the delivery of the possession of the Said Flat and completion of the transaction in pursuance of this agreement, except of execution of final conveyance deed in favour of the society.
- 21.4 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, offices, shops, pent house or otherwise in the building/s which is / are to be constructed in the 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 local authority in the concerned locality. For the aforesaid purpose the Purchaser/s is/are by executing these presents has/have given his/her/their irrevocable consent and for this reason a separate consent for the same is not required.
- 21.5 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 Purchaser/s 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.

- 21.6 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this agreement or any forbearance or giving time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.
- 21.7 In the event of the Society in the project being formed and registered before the sale and disposal of all the Accommodation / units in the project, all the power, authorities and rights of the buyers of the Accommodation /units in the project, shall always be subject to the Promoter's over all right to dispose off unsold accommodations and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser/s or any other accommodation 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 in respect of the unsold pent house/flats/accommodation/tenement in the building/s, which is to be constructed on the said land, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.
- 21.8 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this agreement and other agreements in respect of the other accommodation shall be subsisting until all the payments inclusive of the amount of consideration, in respect of all the accommodations in the building/s is received by the Promoter.
- 21.9 The Promoter herein has not undertaken any responsibility nor has he/they agreed any thing with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this agreement.
- 21.10 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any accommodation, has / have allotted by the Promoter to the Purchaser of any accommodation in the building, the such respective buyer and Occupier of the such tenement / accommodation shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement / accommodation holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective tenement / accommodation buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the

Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, sitout, passages, open space, parking space etc. alongwith the Said Flat, if any.

- 21.11 “SHEETAL SQUARE” project is large project and possession of the residential/ commercial Units in the project will be delivered to the respective buyers of the tenement / accommodation/units which will be includes residential units, after completion of construction in all respect of such residential units and further completion of common facilities of the building in which such residential units will be situated and co-operative housing society as per Clause hereinabove written will be formed in due course and handed over the maintenance of the land with buildings in the said land and due to that during the period of delivery of possession of the residential units out of the tenement / accommodation to the buyers of the tenement / accommodation and handing over the maintenance to such co-operative housing society, the maintenance of land and building with common facilities in the project has to be look after by the Promoter and accordingly the Promoter herein has agreed to look after the same being part of this transaction, provided that each buyer of the tenement / accommodation in the project shall pay the agreed amount towards amount for maintenance and the Promoter herein has agreed to **maintain the project for the period of 24 months**. The Purchaser/s herein undertakes to pay the deficit amount in the maintenance cost if any. The Promoter herein is not agreed to provide maintenance services under any head in the project to the buyers of the tenement / accommodation against any payment / service charges, on the contrary buyers of the tenement / accommodation themselves are going to maintain the common services in the project and being party of the transaction the Promoter herein will maintain the common services for the aforesaid stipulated period.
- 21.12 Considering the “SHEETAL SQUARE” project on the said land is residential housing and commercial project having residential tenements / accommodation/ commercial units in Multi storied building and for that, having internal approach roads and to have the security for the human beings and also should not damage the internal road, it is specifically prohibited to bring any type of heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the project by any occupant in the project or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as any person occupying or visiting the Said Flat/units.
- 21.13 The Promoter herein by spending huge amount providing high quality specifications in the Said Flat and for the buildings in the project known as “SHEETAL SQUARE”, hence Purchaser/s / unauthorized persons / any agency shall not disturb the same under any circumstances concealed plumbing, concealed wiring, garbage chute etc. and considering this aspect and have the safety measures Purchasers are advice not to open this instrument or to try any changes with all these amenities otherwise guarantee /

warranty may lapsed as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither 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 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, the such society will have absolute authority to expel the member for the Said Flat and dispose off such accommodation in market and refund the amount paid by the Purchaser to the Promoter herein being consideration of the Said Flat. This condition is the essence of contract and Purchaser herein undertake to abide the same.

21.14 The Promoter herein by spending huge amount has made high quality external elevation for the “SHEETAL SQUARE” and to have the such external look forever, the Promoter herein specifically informed to the Purchaser/s herein that, any buyer of the any tenement / accommodation in the building shall and will not entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipments if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser/s herein undertake to abide this condition and if any owner or occupier of any tenement / accommodation in the building committed breach of this condition then, the Promoter as well as propose “SHEETAL SQUARE Co-operative Society Ltd. and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the tenement / accommodation.

21.15 The Promoter herein specifically informed to the Purchaser/s that, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the tenement / accommodation, if any owner or occupier of such tenement / accommodation in the building/wing chisel the aforesaid works in any manner. Considering this aspect the Purchaser/s herein undertake not to chisel the aforesaid work in any manner, which will cause the reason to cancel the aforesaid guarantee.

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

The Allotee/Purchaser/s 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.

22.1 To maintain the Said Flat at the Purchaser/s's own cost in good tenantable 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 / wing 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 local or any other authority or change/alter or make addition in or to the Said Flat and/or to the building / wing in which the Tenement / accommodation is situated and in or to the Said Flat itself or any part thereof.

- 22.2 Not to store in/outside the Said Flat or surrounded area of the building/s / wing/s, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building / wing or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to 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 / wing including entrances of the building / wing 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 Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.
- 22.3 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 Purchaser/s with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.
- 22.4 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 sitout 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 tenement / accommodation and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC pardis or other structural members in the Said Flat.
- 22.5 Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said land and the building/s / wing/s or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

- 22.6 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/s / wing/s.
- 22.7 To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion certificate in respect of the Said Flat or from the date of possession, whichever is earlier and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the Said Flat by the Purchaser/s viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 22.8 The Purchaser/s shall not let, sub-let, transfer assign or part with Purchaser/s interest or benefit factor of/under this agreement or part with the possession of the Said Flat until all the dues payable by the Purchaser/s to the Promoter under this agreement are fully paid up and only if the Purchaser/s has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Purchaser/s has intimated in writing to the Promoter and obtained written consent thereof.
- 22.9 The Purchaser/s 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/s / wing/s which are to be constructed thereon and tenement / accommodations therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the tenement / accommodations regarding the occupation and use of the Tenement / accommodation in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.
- 22.10 Till the conveyance of the building / wing in which the Said Flat is situated is executed, the Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Flat and the said land and building/s or any part thereof to view and examine the state and conditions thereof.

23. NAME OF THE SCHEME AND BUILDING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein have decided to have the

name of the Project “SHEETAL SQUARE” and buildings/wings will be denoted by letters as already stated hereinabove and in pursuance of that for the buildings/wings which are under construction or to be constructed on the said land are denoted by letters "A, and B .. " and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on any building/s and at the entrances of the scheme. The Purchaser/s or other tenement / accommodation holders in the building/s or proposed Society or its successors are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

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

Notwithstanding anything contents in these presents, it is agreed by and between the parties hereto that, the Promoter herein has agreed to sell and Purchaser/s herein has agreed to purchase the Said Flat alongwith appurtenances thereto on ownership basis for the lumpsum consideration as stated in hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the Said Flat and considering the construction of all external and internal walls of the Said Flat alongwith the plaster is completed and Purchaser/s herein prior to entered into this transaction has got determined the actual carpet area of the Said Flat and thereafter has entered into this transaction and hence hereinafter the Purchaser herein shall and will have no grievance on these ground against the Promoter.

If the Purchaser/s herein for his own satisfaction or for his any other purpose desire to get determined the built-up area / super built-up area of the Said Flat then which can be arrived by using the formula carpet area of the tenement / accommodation plus the proportionate share in common area, such as corridor, staircase, landings, passages, lift, entrance lobbies, all wall of flat, etc. is not defined separately.

25. SERVICE OF NOTICES:-

All notices to be served on the Allottee / Purchaser and if more than one Allottee / Purchaser than on the Purchaser No.1 as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser or Purchasers as the case may be by under certificate of posting at his/her/their address/es 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.

26. EFFECT OF LAWS:-

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 Apartment Ownership Flats Act, 1970, and the rules made there under.

27. STAMP DUTY AND REGISTRATION FEE:-

- 27.1 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 Entire Property is situated within the influence areas 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 4% and further as per Section 157 of Maharashtra Zillha Parishad and Panchayat Samiti Act, 1961 additional 1% stamp duty 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 alongwith 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.
- 27.2 As per Maharashtra Stamp Act 1958 Schedule-I, Article 5 (g-a) (ii) if the Purchaser herein transferred /assign the rights under this agreement to any subsequent Purchaser within a period of 1 year the Purchaser herein is entitle 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 PROPERTY /SAID LAND

A] All that piece and parcel of the Plot No.1A+2 totally admeasuring an area about 2127.56 sq. mts out of the sanctioned layout from the Pune Municipal Corporation no. CC/2517/2011 dated 17/10/2011, carved out of land bearing S. No. 40/1+40/5 Plot No. 1 admeasuring 1485.16 Sq. Mtrs and bearing S. No. 40/1+40/5 Plot No. 2 admeasuring 1313.41 Sq. Mtrs, situated at Village Kondhwa Khurd, Registration District and Sub-District of Taluka Haveli, District Pune and within the

limits of Pune Municipal Corporation. The Properties described in above bounded as follows:

- NORTH : By Plot no 1B out of Sanction Layout,
- WEST : By Adjoining Open Space out of Sanction Layout,
- SOUTH : By Plot no 4 out of Sanction Layout
- EAST : By Pune Saswad Road

B] All that piece and parcel of the Plot shown under Amenity Space totally admeasuring an area about 1124.01 sq. mts out of the sanctioned layout from the Pune Municipal Corporation no. CC/2517/2011 dated 17/10/2011, out of land bearing S. No. 40/1+40/5, situated at Village Kondhwa Khurd, Registration District and Sub-District of Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation. The Properties described in above bounded as follows:

- NORTH : By Open Space out of Sanction Layout
- WEST : By 12.00 Mtr DP Road,
- SOUTH : By Plot no 3 out of Sanction Layout
- EAST : By Plot no 1A+2 and 4 out of Sanction Layout,

C] All that piece and parcel of the Plot shown under Road widening and Internal Road totally admeasuring an area about 1477.70 sq. mtrs. carved out of total area 1706.27 sq. mts out of the sanctioned layout from the Pune Municipal Corporation no. CC/2517/2011 dated 17/10/2011, out of land bearing S. No. 40/1+40/5, situated at Village Kondhwa Khurd, Registration District and Sub-District of Taluka Haveli, District Pune and within the limits of Pune Municipal Corporation..

SCHEDULE II

(Description of the said “FLAT / UNIT/ ACCOMMODATION”)

- 1. Flat No. [redacted]
- 2. Floor [redacted]^h
- 3. In "SHEETAL SQUARE", Building / Wing No. [redacted].
- 4. Flat Carpet Area about [redacted] Sq.mtrs. i.e. [redacted] Sq.ft. including amalgamated the then balcony as per sanctioned plan in light of Development Control Rule.
- 5. Exclusive Adjacent Open Terrace/Varanda/Sit out Carpet Area admeasuring

_____ Sq.mtrs. i.e. _____ Sq.ft.

6. One Car Parking space admeasuring area about 9 sq.mtrs., which will be allotted at the time of delivery of possession of the aforesaid Flat at the discretion of the Promoter.

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 OPULENT ESTATE,
THROUGH ITS PARTNER/

1) MR. ATIT SHRIKANT ADMULWAR, _____

2) MR. VIJAY RAMSWAROOP AGRAWAL _____

3) MR. ASHISH VIJAY AGRAWAL, _____

- II) SIGNED, SEALED AND DELIVERED
BY WITHIN NAMED THE PURCHASER/S

1) MR _____

2) **MRS.** _____

- III) SIGNED, SEALED AND DELIVERED
BY WITHIN NAMED THE OWNERS/ CONSENTING PARTY

1. MR. BABURAO SARJERAO LIMBHORE,
2. MRS. DRAUPADABAI BABURAO LIMBHORE,
3. MRS ADIMAYA SARJERAO LIMBHORE,
4. MR. SAGAR SARJERAO LIMBHORE,
5. MRS. SNEHAL SAGAR LIMBHORE,
6. MRS. SHEETAL GANESH BABAR,
7. MRS. SONAL SANJAY DHAWADE,
8. MR. DILIP BABURAO LIMBHORE,
9. MRS. ASHWINI DILIP LIMBHORE,
10. MRS. AARTI NILIESH MOKASHI,
11. MR. JIVAN DILIP LIMBHORE,
12. MR. BHARAT BABURAO LIMBHORE,

- 13. MRS. NILAM BHARAT LIMBHORE,
- 14. MISS ASHWARYA BHARAT LIMBHORE,
- 15. MR. DASHRATH BABURAO LIMBHORE,
- 16. MRS. MANISHA DASHRATH LIMBHORE,

All above no . 1 to no. 16 through their constituted Power of Attorney Holder M/S
OPULENT ESTATE, Through It's Partners

1) MR. ATIT SHRIKANT ADMULWAR, _____

2) MR. VIJAY RAMSWAROOP AGRAWAL _____

3) MR. ASHISH VIJAY AGRAWAL, _____

IN THE PRESENCE OF :-

1) Signature
Name
Address

2) Signature
Name
Address

ANNEXURE – “II”
(Specification and amenities of the Flat / Shop /Office / Unit)

Structure

- Earthquake resistant R.C.C frame structure

Plaster

- External sand faced cement plaster
- Internal gypsum/pop finished wall
- 5 “ thick fly ash brick work internally & externally

Electrical

- Concealed fitting
- Invertor point
- Schneider / Legrand equivalent modular switches
- Adequate electrical point with mcb
- T V & telephone point in living room & master bedroom
- Ac point in master bedroom

Painting

- Internal oil bound distemper
- External weather shield acrylic paint

Flooring

- 600 mm * 600 mm vitrified flooring for entire flat
- Anti – skid flooring for toilets, bath and attached terraces

Doors

- All doors decorative laminated hot pressed flush doors
- Granite door frame for toilets / bath / wc
- Wooden door frame for main door & bedroom doors

Windows

- Powder coated aluminium windows with mosquito net
- Granite frame for windows

Plumbing

- Concealed plumbing internally
- Jaguar or equivalent CP sanitary fittings

Washroom

- Designer glazed wall tiles upto lintel level
- Hot & cold single lever diverter provided in washroom
- Provision for exhaust fan

Exquisite Amenities

- Glass & glazed handrails and railings
- Video door phone for security
- Provision for inverter
- Solar water heating system

- Security gate

Lift

- Automatic standard make lifts with power back – up

Kitchen

- Granite kitchen platform (otta) with SS sink
- Designer wall tiles upto lintel level
- Provision for exhaust fan

NOTE :-

1. The aforesaid specifications are general and will be provided in the residential apartment as suitable in apartment 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 - III Common Areas and Facilities and Limited Common Areas and Facilities

A] COMMON AREAS AND FACILITIES:

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

B] LIMITED COMMON AREAS AND FACILITIES:

1. Partition walls between the two Flats shall be limited common property of the said two Flats.
2. The Ground floor Flats /Unit shall be entitled to exclusive use of open spaces and land adjoining to them respectively as and if allotted or that will be allotted by the Promoter at its discretion and as shown in the plan hereto annexed.
3. The scooter parks, car parks and basement (if any) and terrace on top of building and portions thereof will be allotted to specific Flat purchaser/s by the

Promoter as per their discretion or retained by the Promoter.

- 4. Terraces adjacent to the terrace flats shall exclusively belong to such respective Flat / Office / Unit if so specifically allotted by the Promoter.
- 5. Other exclusive and limited common areas and facilities as mentioned in body of this agreement.