

II SHRI II

AGREEMENT

THIS AGREEMENT is made and executed at Pune on this _____ day of _____, 2017.

BETWEEN

M/S. SKYWARDS NIRVANA, PAN AAHAS4953L having current office at -311, B wing Pride Silicon Plaza, Near Chaturshrungi Temple, S.B. road Pune-16 **ASSOCIATION OF PERSONS OF 1)SHRI RAHUL VILAS NAHATA, Age-37, Occ-Business, 2)SHRI ROHAN VIJAY NAHATA Age-28, Occ-Business, 3) SHRI. ASHWIN ARUN ADSUL, Age-36, Occ-Business, 4) MRS. RATNAMALA RATIKANT GALINDE, Age-70, Occ-Business, No.1 to 4** through their Authorized Member **SHRI RAHUL VILAS NAHATA**, hereinafter jointly and collectively referred to or called as **“THE PROMOTERS AND OWNERS”** (which expression unless repugnant to the context or meaning thereof shall mean and include the said promoters, their heirs executors, administrators, and assignees, and jointly their joint venture associates of person being Skywards nirvana)..

... PARTY OF THE ONE PART

AND

1) MR. _____.
Age _____, Occupation – _____,
PAN No. _____.
Mobile : _____.

2) MRS. _____.
Age _____, Occupation – _____,
PAN No. _____.
Mobile : _____

Residing at – _____

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

... PARTY OF THE OTHER PART

WHEREAS

1. All that property which is more particularly described in the Schedule-I written hereunder, hereinafter is referred as **"THE SAID LAND"**, is owned and possessed by the Promoter herein as its purchased property.
2. As per the present sanctioned regional development plan applicable to Village Hadapsar which is sanctioned on 12/09/1997 and came into force on 10/02/1998, the said land is shown within Yellow Zone and as per Development Control Regulation of sanction regional plan, building plans are sanction-able for the said land. The Promoter herein has proposed to flat ownership scheme on the said land under name and style **"NIRVANA"**. Hereinafter aforesaid project is referred as **"THE SAID PROJECT"** and building is referred as **"THE SAID BUILDING"**.
3. The Promoter herein has entered into standard agreement with Architect Shri.Atul Agrawal,for preparation of the layout and drawing of the buildings, who is registered with the Council of Architect and further also entered into standard agreement with structural engineer Atharva , having office at 904,Wing II "Namrata Magic" Aundh Annexe ,Pimple Saudagar Pune-411027, for preparation of structural design and accepted the professional supervision of such Architect and Structural Engineer till the completion of the said project, subject to the Promoter herein has reserved right to change aforesaid Architect who is registered with the Council of Architect or Structural Engineer as the case may be before the completion of the said project and appoint new Architect or structural engineer for completion of the project as the circumstances may require.
4. The Promoter herein being land owner and developer of the said land alone has sole and exclusive right to sell the flats in the said building/s to

be constructed by the Promoter on the said land and entered into agreement/s with the Purchaser/s of the flats and to receive the sale price in respect thereof. As per Development control rules applicable to the said project, the Promoter herein has to pay / paid premium etc. for obtaining additional sanction/s being adjacent terraces, top terraces of the pent house, passages, staircases and considering this aspects, the Promoter herein has also sole and exclusive right to sell or grant exclusive right to use such constructed area. The Promoter herein has also sole and exclusive right to lease, mortgage, etc. the flats. In pursuance of the aforesaid transaction the Promoter herein has sole and exclusive right to enter into agreement/s with the purchaser/s, lessee, mortgagee, of the flats etc. and to receive the sale price etc. in respect thereof.

5. The Purchaser/s herein has/have demanded from the Promoter and the Promoter has give inspection to the Purchaser/s of all the documents of the title relating to the said land, the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of The Promotion of Construction, Sale, Management and Transfer) Act, 1963 / Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**THE SAID ACT**") and rules made there under. The Promoter has specifically convey the facts to the Purchaser that, the said Project is yet to be pending to register with appropriate authorities. The Promoter will register the project under Real Estate (Regulation and Development) Act, 2016. The Promoter has register the project under Real Estate (Regulation and Development) Act, 2016 on _____.
6. The Promoter has got approved from the concerned Development Controlling Authority the plans, elevation, sections and details of the said buildings. The Collector Pune (Revenue Branch) vide order No.PMH/NA/SR/421/2012 dated 30/04/2013 for the said land granted non agricultural permission for residential and commercial purpose along with as per recommendation, from Assistant Director Town Planning Pune, recommendation/ certified the plans as per sanctioned the building layout plan. Further the promoter herein revised by vide Order PHA / CR No. 51/15 / Mauza / Hadapsar / Survey No. 180/1/962 dated 30/06/2015 sanctioned all residential tenements till 11th Floor and now second

revised Order PHA / CR No. 147 / 1617 / Mauje Hadapsar / Survey No. 180/1 dated 06/12/2016 sanctioned all residential tenements till 11th Floor.

7. The Promoter has accordingly commenced the construction of the building/s in accordance with the said plans.
8. After the Purchaser/s's enquiry, the Promoter herein has requested to the Purchaser/s to carry out independent search by appointing his/her/their own Advocate and to ask any queries, he/she/they had regarding the marketable title and rights and authorities of the Promoter herein. The Purchaser/s has/have satisfied himself/ herself/ themselves in respect of the marketable title and rights and authorities of the Promoter herein and therefore, has/have agreed to purchase the residential / commercial tenement which is more particularly described in the Annexure-1 herein and shown on the plan annexed hereto as Annexure-3 (hereinafter referred to or called as **"THE SAID TENEMENT"**).
9. Details of the tenement is annexed hereto as Annexure-1, Plan showing the said land along with the presently sanctioned building layout is annexed hereto as Annexure-2, tenement floor plan of the building in which the said tenement under transaction is annexed hereto as Annexure-3, specifications of the buildings and tenements as agreed to be provided is annexed hereto as Annexure-4, common amenities for the project on the said land to be provided is annexed hereto as Annexure-5 and Copy of Commencement Certificate (NA Order) issued by The Collector Pune for sanction to the building plans is annexed hereto as Annexure-6, 7/12 Extract showing the name Promoter as owner and possessor column of said land is annexed hereto as Annexure-7, Title Certificate issued Advocate of the said promoter annexed hereto as Annexure-8.
10. 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 tenement/s in the projects.
11. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Purchaser has agreed to purchase the said tenement, and the parties hereto therefore, have executed the

Agreement to Sell, to witness the terms and conditions thereof, in compliance of Section No. 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written agreement for sale of said Flat in favour of the Purchasers, being in fact these presents and also to register said Agreement for sale under Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.

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

1. CONSTRUCTION, ALTERATION AND MODIFICATION IN SANCTIONED BUILDINGS PLANS:-

The Promoter shall construct the said building/s on the said land in accordance with the plans designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser herein with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority / the Government to be made in them or any of them:

Provided that, the Promoter shall have to obtain prior consent in writing from the Purchaser herein in respect of such variations or modifications which adversely affect the said tenement which the Purchaser herein has agreed to purchase on ownership basis in pursuance of this instrument.

2. CONSIDERATION OF THE SAID TENEMENT:-

A. Considering the present status of the construction of the building/s at site in which the said tenement is situated and further in light of the Purchaser agreed to pay the consideration as stated sub-para 'B' hereunder written, the Promoter has agreed to sell at agreed consideration and Purchaser herein has agreed to purchase, all that, **Residential tenement bearing No. _____, having carpet Area _____ Square Meters, i.e. _____ Square feet (which is inclusive of the area of balconies) along with adjacent terrace having the carpet area _____ Square Meter i.e. _____ Square Feet situated on _____ Floor of “_____” wing and**

along with one car parking having an area admeasuring about 9 Square Meters and which tenement is more particularly described in the Annexure-1 annexed hereto and shown floor plan annexed hereto as Annexure-3 i.e. said tenement is at or for total consideration of **Rs. _____/- (In Words Rupees : _____ Only)** being the proportionate price of the common areas and facilities appurtenant to the said tenement, the expenses for obtaining electric connection from M.S.E.D. Co. Ltd., expenses for formation of society etc. including share money, expenses for final conveyance deed, expenses for providing gen set backup for lifts and common lights, subject to the encumbrance of the limited areas and facilities but excluding all expenses of stamp duty and registration fees, value added tax, service tax, local body tax, GST 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. The nature, extent and description of the common / limited common areas and facilities / limited common areas / facilities which are more particularly described in the Schedule-II written hereunder. The Promoter herein has agreed to provide the specification in the said tenement, which are more particularly described in the Annexure-4 annexed hereto.

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

- B.** The Purchaser/s herein is well aware that, the building / wing in which the said tenement 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 Purchaser/s has/have agreed to pay the aforesaid agreed consideration + applicable taxes in the following manner:-

In consideration thereof, the Purchaser paid part consideration to the Promoter as under:

SCHEDULE OF PAYMENT :

Amount (Rs.)	Particulars of Payment
_____/-	(Rupees _____ Only) Paid by the Purchaser, by Cheque No. _____ dated _____ through _____ Bank, _____ Branch, Pune in the name of the Promoter, the receipt whereof is acknowledged by the Assignors.

The Purchasers have agreed to pay the aforesaid agreed remaining consideration + Various Taxes to the Promoter herein in the following manner:

SCHEDULE OF PAYMENT :

Amount (Rs.)	Particulars of Payment
_____/-	(Rupees _____ Only) Paid by the Purchaser, by Cheque No. _____ dated _____ through _____ Bank, _____ Branch, Pune in the name of the Promoter, the receipt whereof is acknowledged by the Assignors.
_____/-	(Rupees in words : _____ Only) The Purchaser has agreed to pay the said amount out of the / against the GST Charges, Stamp Duty, Registration Fee, Legal Fee and Misc Fee for the present Agreement of the said Flat on or before the _____ to Promoter.

The Purchaser/s herein has undertaken the liability and responsibility to pay the aforesaid remaining consideration amount plus various taxes on or before due date. Payment of remaining consideration amount plus various taxes in time is the essence of this contract.

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 Purchaser/s shall be bound and liable to pay cumulative interest @ 1% (one percent) per month or part thereof monthly rest, on all the amounts which become due and payable by the Purchaser/s 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 Purchaser/s

3. TERMINATION OF AGREEMENT:-

3.1 If the Purchaser/s herein violates any terms and conditions of this agreement for whatsoever reason including non-payment of agreed consideration and various taxes within stipulated period then, the Purchaser herein shall have absolute right and authority to terminate this agreement by giving 15 days 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 Purchaser/s 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. On expiry of such notice period, the Promoter herein shall be entitled to issue Second Notice as to the termination of the Agreement and thereafter the Promoter herein entitled to deal with the said tenement with the prospective buyer.

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

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

3.4 On termination of transaction in respect of the said tenement as aforesaid the Purchaser/s herein shall be entitled to receive the amount being refund of consideration paid by the Purchaser/s to the Promoter within 30 (Thirty) days from the date of termination.

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3.5 Notwithstanding any of the above clauses in the event of the Promoter unable to give possession of the said tenement on the due date, for reasons of there being any adverse order being passed in any proceeding by any Court, the Purchaser/s will be entitled to terminate this agreement 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 9% per annum.

4. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY:-

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

5. THE FLOOR SPACE INDEX AND UTILISATION OF THE SAME WITH TDR ETC.:-

The Promoter shall has right of pre-emotions 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 paid FSI 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 and further Promoter shall have right of pre-emption to amalgamate adjacent lands adjacent to the said land and implement the schemes various phases. 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.

6. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:-

The Promoter herein has made full and true disclosures to the Purchaser/s as to the title and rights and authorities of the Promoter in respect of 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 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 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 Marketable Title and rights and authorities of Promoter 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 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.

7. SPECIFICATIONS AND AMENITIES:-

The Fixtures, fitting and amenities to be provided by the Promoter in the said building and the said tenement are those that are set out in Annexure-4 annexed hereto. Common amenities for the project on the said land are stated in the Annexure-5 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, chizeling 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.

8. DELIVERY OF POSSESSION AND DEFECT LAIBILITY:-

The Promoter shall give possession of the said tenement to the Purchaser/s **on or before** _____. If Promoter fail to give possession of the said tenement to the Purchaser **on or** _____ then the parties herein mutually extended two months grace period from due date and thereafter if Promoter again fail to give possession of the said tenement to the Purchaser then Promoter will pay the Compensation at Rs. 10,000/- (Rupees : Ten thousand only) per month, for delayed period to the Purchaser. The aforesaid amount of compensation will be paid at the time of delivery of possession of the said tenement:

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of said tenement on the aforesaid dated and Promoter shall not liable to pay aforesaid compensation to the Purchaser, if the completion of building in which the said tenement is to be situated is delayed on account of:-

- i. Non-availability of steel, cement, other building material, water or electric supply:
- ii. War, civil commotion or act of God:
- iii. Any notice, order, rule, notification of the Government and / or other public or competent authority.
- iv. Delay on the part of Government and/or Semi Government Authorities and/or any Competent Authorities and/or Sanction Authorities.

- V. Any extension of period granted by the RERA Authority to complete the project.

The Promoter specifically informed the Purchaser that, the said project is a large project common amenities and the construction of such common amenities will be completed in due course only after completion of construction of all the buildings/wings in the project, and considering this aspect on construction of the said tenement 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 the ground of non construction of aforesaid common amenities to the said project and also on the ground of non obtaining of the Completion Certificate of the said project from the Competent Authorities. The date of Possession does not reflect and gives any undertaking / promise from the Promoter to the Purchaser/s in respect of obtaining of the Completion Certificate before due date of Possession. Even if the Promoter hand over the Possession to the Purchaser/s, the Promoter shall obtain the Completion Certificate of the said project from the Competent Authorities only after completion of the construction of the all the buildings/wings and common amenities of the said Project.

DEFECT LIABILITY:-

The Purchaser/s herein shall take the possession of the said tenement on receipt of full consideration paid by Purchaser thereafter within seven days from the date of the Promoter giving written notice to the Purchaser/s herein intimating that, the said tenement is ready for use and occupation.

Provided that, if within the period of 5 years from the date of handing over the tenement to the Purchaser/s herein, the Purchaser/s herein bring to the notice of the Promoter, any defect in the said tenement or in the building in which said tenement is situated or material used therein.

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 tenement 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 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.

9. USE OF THE SAID TENEMENT:-

9.1 The Purchaser/s herein shall use the said tenement or any part thereof or permit the same to be used only for purpose of residence/office for carrying lawful activity. The Purchaser/s shall use the garage or parking space only for purpose of for keeping or parking the his / her / their own vehicle.

9.2 The Purchaser/s shall use the said tenement 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 tenement 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 tenement 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.

9.3 After delivery of possession of the said tenement 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 tenement 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 tenement 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 tenement.

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

10.1 In the project on the said land, there are certain multi storied buildings / wings of the building consisting of various residential tenements essential shopping, Club house, Garden, swimming pool, gymnasium, etc. Considering Promoter herein developing the said land in phases as aforesaid and further to have the maintenance of building/s and common facilities more conveniently, the Promoter herein has decided to form one or more Co-operative Society/ies in the project, for the tenements holder in the buildings which are under construction or to be constructed on the said land as well as adjacent property which the Promoter herein developing separately.

10.2 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 tenements 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.

10.3 To enable the Promoter to form the society/societies as aforesaid, the Purchaser/s herein shall join in forming and registering the Society, from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society and for becoming a member, including the bye-

laws of the proposed Society and duly fill in, sign and return to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser/s herein, so as to enable Promoter to register the society of the Purchaser/s of the tenement/s in the project under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rule, 1964 / Real Estate (Regulation and Development) Act, 2016. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and / or Article of association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

11 CONVEYANCE DEED:-

Unless it is otherwise agreed to by and between the parties hereto the Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the Society or Limited Company all the right, title and the interest of the Vendor /Lessor/Original Owner/Promoter and / or the owners in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance/assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and condition of this Agreement.

12. REGISTRATION OF THIS AGREEMENT:-

The Purchaser/s 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 Purchaser/s herein.

13. PAYMENT OF STAMP DUTY REGISTRATION FEE ETC:-

The Purchaser/s 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 Purchaser/s will be member.

14. PAYMENT OF TAXES, CESSSES ETC:-

14.1 The Purchaser/s 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 tenement by Promoter to the buyers of the tenements under the Value Added Tax Act 2002 and the Purchaser/s herein shall bear and pay the aforesaid tax amount on or about execution of this present or as becomes applicable from time to time for this transaction, to the Promoter / Developer herein to enable the Promoter / Developer to deposit / pay the same to the Government of Maharashtra.

14.2 The Purchaser/s herein is well aware that, the Central Government of India has imposed service tax / GST 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 tenements by the Promoter / Developer to the Purchaser/s and the Purchaser/s herein shall bear and pay the aforesaid tax amount on every installment of payment of consideration.

14.3 If at any time, before or after execution of this agreement, any tax/ duty/ charges/ premium/ cess/ surcharge, service tax, value added tax (VAT), GST 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 local authority or by any revenue or other authority, in respect of the said land or the said tenement or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s. The Purchaser/s hereby, always indemnifies the Promoter from all such levies, cost and consequences.

14.4 From the date of the possession / Completion Certificate which ever is earlier in respect of the said tenement the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said tenement 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. 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 premises/accommodation in the building.

14.5 The Purchaser/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Purchaser/s if consideration payable by the Purchaser/s to the 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 Purchaser/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income Tax Rule 30(a)(2A) & 31A in the name of Promoter herein with **PAN AAHAS4953L** then only the Promoter will acknowledge receipt of part consideration of said tenement 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 tenement if any such Challan-cum-statement in Form No.26QB is not produced by the Purchaser/s, then Purchaser/s herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Purchaser/s under aforesaid provision and which deposit amount will be refunded by the Promoter to the Purchaser/s on submitting

Challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the tenement is delivered by the Promoter to the Purchaser/s.

14.6 The Purchaser/s herein is well aware that, the Purchaser is liable to pay the GST on the consideration value of the present Agreement. The Purchaser/s undertaken the responsibility to pay the same as time to time demand raised by the Promoter.

15. COMMON MAINTENANCE:-

Commencing a week after notice in writing is given by the Promoter to the Purchaser that, the said tenement 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, person working in club house, drinking water treatment plant, STP plant 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 local authority in respect of the tenement, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual tenement as well as water meter bills for individual tenement and internal maintenance of the tenement.

For the purpose of aforesaid maintenance, considering there are many buildings which are to be constructed on the said land and possession of the tenements in the project will be delivered to the respective buyers of the tenements after completion of construction in all respect of such tenement and further completion of common facilities of the building in which such tenement is situated and the Co-operative Housing Society as per Clause No.12 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 tenements to the buyers of the tenements and handing over the maintenance to such aforesaid 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 for the period of 2 years commencing from the delivery of first five tenements in respective building and for that, each buyer of the tenement shall pay the lumpsum amount of Rs. 5/- per Sq.ft. per Month or part thereof on carpet area of Flat / Shop / Office and the Promoter herein shall do the maintenance and not required to give the details of expenditure etc. on the contrary, shall and will liable to pay the if excess maintenance is required to bear and pay. The word maintenance includes - maintenance of garden, open space, energy meter bills payable to M. S. E. D. Co.Ltd. for the street lights, common lights in open space, garden, stairway, passages, outer periphery of the building, lift, machine room, genset, water pumps, expenses for fuel of genset, annual maintenance of lift, genset, motors, payment to sweepers, motorman, security person/s, person cleaning overhead and underground water tank, maintenance management team, person working in club house, drinking water treatment plant, STP plant etc. but not covered the payment of taxes, being property tax payable to the concerned local authority in respect of the tenement, insurance or sinking funds, non agricultural assessment or other taxes payable to the State or Central Government, energy meter bills for individual tenement as well as water meter bills for individual tenement and internal maintenance of the tenement.

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

- 16.1 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 tenement/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect

any outer expansions by any manner and to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. Further shall observe that, outlet of rain water / water of adjacent terraces / sitout / roofs shall always have proper flow and should not obstruct the same in any manner. The Purchaser/s herein specifically undertakes to abide aforesaid condition and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the said tenement to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.

16.2 In the said project the Promoter herein are providing advance technology amenities / material / plant and equipment in common facilities like elevators, electric rooms etc. and which has to be operated / used by the persons in the project with due diligence and observe all types of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over 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 causalities / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter shall and will not responsible.

17. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES :-

As per the Development Control Rules applicable to the project on the said land, the Promoter herein has to provide certain car parking spaces, scooter parking spaces and cycle parking spaces for common use of the tenements holders in the said project, but considering which parking spaces will be insufficient and will cause disputes between the buyers of the tenements in the project regarding parking of their vehicles and due to that, to avoid such disputes Promoter herein has made arrangement not to provide separate scooter parking and cycle parking, on the contrary, to enable the Promoter to allot minimum one car parking space for one tenement holders in the project and such parking spaces will be under stilt as well as within side margin of the building/s. To avoid the disputes between tenement holders about parking spaces, the Promoter herein shall be 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 tenement holders / occupiers, in common to whom the Promoters herein has not allotted exclusive parking spaces.

18. THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC.:-

As per Development Control Rules applicable to the project on the said land, the Promoter herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering this aspects, for whatever such terraces, etc. Promoter has paid such premium amount etc., the Promoter herein is entitled to deal with the such terraces etc.. Since in light of the provisions of MOFA, the Promoter herein has right to deal with such terrace etc. due to premium amount paid by him, the Purchaser/s herein by executing this present has given his irrevocable consent for the aforesaid allotment and right of the Promoter to deal with same. It is hereby agreed that the areas mentioned in the Schedule-II 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.

19. ADJACENT TERRACES: -

It is also understood and agreed by and between the parties hereto that, the terrace space in front of or adjacent to the terrace flats / tenements in the said building, if any, shall belong exclusively to the respective buyer of such tenement and such terrace spaces are intended for the exclusive use of the respective such tenement buyer. The said terrace shall not be enclosed by the such tenement buyer till the permission in writing is obtained from the concerned local authority and the Promoter or society, or Association of Apartments as the case may be.

20. SPECIFIC COVENANTS:-

20.1 The relation between Promoter and Purchaser/s herein for the transaction in respect of the said tenement is seller and buyer respectively and the Promoter has agreed to sell the said tenement being constructed tenement on the terms and conditions setforth in this present. The Promoter herein is constructing the said tenement 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.

20.2 The Purchaser/s herein admits and agrees to always admit that, after delivery of possession of the said tenement by the Promoter to the Purchaser herein, it will always presumed that, the Promoter had discharged and performed all his obligations except formation of proposed society and conveyance as stated hereto before in favour of such society in which the Purchaser/s herein will be member in respect of the said tenement, 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, Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The final Conveyance Deed will be executed within 3 months from the date of receipt of full and final completion certificate from Development Controlling Authority for all the buildings/wings, which are under construction on the said land with or without amalgamation of adjacent land. The Purchaser/s herein does not have any claim or grievance of whatsoever nature against the Promoter.

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

20.4 The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of accommodations, flats, tenements being commercial or otherwise in the buildings

which are to be constructed on the said land and other which the Promoter herein developing being one project, as well as in amenity space and allotment of exclusive right to use garage, terrace/s, car parking/s, garden space/s, space/s for advertisement or any others space/s whether constructed or not and called under whatsoever name, etc. on the ground of nuisance, annoyance or inconvenience for any profession, trade or business etc. that has been or will be permitted by law or by 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.

20.5 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 tenement. The Purchaser/s shall have no claim save and except in respect of the said tenement 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.

20.6 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.

20.7 In the event of the Society for the tenement holder in the buildings which are under construction on the said land which Promoter herein developing being formed and registered before the sale and disposal of all the tenements / units in the building/s which is/are to be constructed on the said land and adjacent lands which Promoter herein developing, all the power, authorities and rights of the buyers of the tenements /units

in such buildings, shall always be subject to the Promoter's over all right to dispose off unsold tenements and allotment of exclusive right to use unallotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser/s or any other tenement holder in the building or ad-hoc committee or Societies as the case may be shall have no right to demand any amount from the Promoter herein as well as from the Promoter, in respect of the flats/accommodations/tenements in the buildings, which are to be constructed on the said land and adjacent lands which Promoter herein developing, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.

20.8 Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter shall has 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.

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

20.10 If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any tenement, has / have allotted by the Promoter to the Purchaser of any tenement in the building, the such respective buyer and Occupier of the such tenement shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of tenement holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and

risk of such respective tenement buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any premises being allotted as a exclusive right to use the terrace, sitout, passages, open space, parking space etc. alongwith the said tenement, if any.

20.11 Considering the project on the said land is residential housing project having residential tenements 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 tenement.

20.12 The Promoter herein by spending huge amount providing high quality specifications in the said tenement and for the buildings which are under construction on the said land which Promoter herein is constructing, hence Purchaser/s / unauthorised 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 advised not to open this instrument or to try any changes with all these amenities otherwise guarantee / warranty may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load, neither Purchaser nor occupier of the said tenement 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 tenement 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 tenement and dispose off such accommodation in market and refund the amount paid by the Purchaser to the Promoter herein being consideration of the said tenement. This condition is the essence of contract and Purchaser herein undertakes to abide the same.

20.13 The Promoter herein by spending huge amount has made high quality external elevation for the buildings which are under construction on the said land and which Promoter herein is developing and to have the such external look forever, the Promoter herein specifically informed to the Purchaser/s herein that, any buyer of the any accommodation in the building shall and will not entitled to change 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 accommodation in the building committed breach of this condition then, the Promoter as well as propose society which is to be formed by the Promoter for the tenement holders in the building which are under construction under said land and adjacent lands which Promoter herein is developing and its office bearers shall have absolute right and authority to close the such openings if any and recover the cost incurred for the same with interest from the such owner and occupier of the accommodation.

20.14 The Promoter herein specifically informed to the Purchaser/s that, Plaster of Paris work, water proofing and anti termite treatment in the project the guarantee stands automatically extinguished for the accommodation, if any owner or occupier of such 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.

- 20.15 The parties hereto are well aware that, the Flat Number is three or four digit, first one or two digit denote floor of the building / wing and last digit denote the flat number.
- 20.16 The Purchaser herein is not allowed to let, sub let, transfer, assign, or part with Purchaser/s interest or benefit factor of/under this agreement or part with possession of the said accommodation without prior written consent of/from the Promoter herein till receiving entire agreed consideration plus various taxes of the said accommodation and all other amounts payable by the Purchaser/s under this agreement to the Promoter herein.
- 20.17 The Parties herein also agreed that, the Promoter shall not be held liable or responsible for any type of maintenance and/or service and/or compensation for the goods or instruments or parts like automation, tabs etc of which the Promoter has purchased it directly from the manufacturer. And in these circumstances, the respective manufacturer shall be liable for any type defect and/or maintenance and/or service in respect of the said goods or instruments or parts.
- 20.18 The Parties herein also agreed that, if the Purchaser/s wants or wishes to make one or more alteration or addition or changes other than provided by the Promoter in the said accommodation as per his/her/their own willingness, in these circumstances, if the actual Possession of the said accommodation is delayed, then the Promoter shall not be liable and/or responsible to pay any compensation and/or rent and/or license fee to the Purchaser/s.
- 20.19 The parties hereto are well aware that, for the said Tenement / Flat / Accommodation of the said project there will be water supply from the Pune Municipal Corporation, Pune or Govt established Water Supply Department / Bodies and Electrical supply from Maharashtra State Electricity Distribution Company Limited considering this aspect, if there is any short fall of water or Electricity supply for / to the Tenement / Flat / Accommodation resident / holder / owner and/or said Society or Apartment of the project, it will be always responsibility of the said Tenement / Flat / Accommodation resident / holder /

owner and/or said Society or Apartment and respective authority for that. The Promoter herein shall not responsible / hold liable for arrange the said supply of water / Electricity. In these circumstances, the respective Tenement / Flat / Accommodation resident / holder / owner and/or said Society or Apartment shall make the arrangement of water and Electricity at their own cost.

20.20 The Purchaser/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Purchaser/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Purchaser/s only.

20.21 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment / Tenement to the Purchaser/s, which it has collected from the Purchaser/s, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the Promoter fails / unable to pay all or any of the outgoings collected by it from the Purchaser/s or any liability, mortgage loan and interest thereon before transferring the Apartment / Tenement to the Purchaser/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

20.22 The Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.

21. COVENANTS AS TO THE USE & MAINTENANCE OF THE SAID TENEMENT ETC:-

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

21.1 To maintain the said tenement at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said tenement is taken and shall not do or cause to be done anything in or to the said tenement or the building in which the said tenement 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 tenement and/or to the building in which the tenement is situated and in or to the said tenement itself or any part thereof.

21.2 Not to store in/outside the said tenementor surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority any other authority or under any law and shall not carry out or caused to carried out heavy packages up to upper floors, which may damage or likely to damage staircase, common passages, lift / elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the said tenement 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.

21.3 To carry at his/her/their own cost all internal repairs to the said tenementand maintain the said tenement 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.

21.4 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 tenement or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the tenementand 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 tenement.

- 21.5 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 21.6 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said tenement in the compound or any portion of the said land and the building.
- 21.7 Pay to the Promoter within 07 days of demand by the Promoter, his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the said tenement is situated.
- 21.8 To bear and pay the local body taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the said tenement 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 tenement by the Purchaser/s viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 21.9 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 which is to be constructed thereon and tenements therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Co-operative Housing Society, the Owners of the tenements regarding the occupation and use of the Accommodation in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

21.10 Till the conveyance of the building in which the said tenement 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 tenement and the said land and building or any part thereof to view and examine the state and conditions thereof.

22. NAME OF THE SCHEME AND BUILDING/S / WING/S:-

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project “**NIRVANA**” and building will be denoted by letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Purchaser/s or other tenement holders in the building/s or proposed Society are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this Agreement.

23. MEASUREMENT OF THE AREA OF THE SAID TENEMENT:-

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 tenement alongwith appurtenances thereto on ownership basis for the lumpsum consideration as stated in Clause No.2 hereinabove written and which is agreed between the parties hereto, on the basis of the carpet area of the said tenement.

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 tenement then which can be arrived by using the formula carpet area of the tenement 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.

24. SERVICE OF NOTICES:-

All notices to be served on the Purchaser/s and if more than one Purchaser/s 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 the address intimated in writing by the Purchaser/s after execution of this Agreement.

25. EFFECT OF LAWS:-

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

26. JURISDICTION :

The parties herein also agreed that, if any type of dispute is arises in future, then said dispute shall be decided in/within the jurisdiction at Pune only.

27. STAMP DUTY AND REGISTRATION FEE:-

The said tenement in which the building is situated is under construction on the said land which is under non agricultural use for residential purpose. The consideration of the said tenement 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 tenement is as stated in clause no.2 hereinabove written. As per The Bombay Stamp Act, 1958, Schedule-I, Article 25 for residential premises read with Explanation 1, stamp duty of Rs.5/- for every rupees 100/- or part thereof plus additional stamp duty as per Sec.158 of the Maharashtra Zilla Parishad and Panchayat Samiti Act 1961, Rs.5/- for every rupees 500/- or part thereof. As per ready reckoner available with Sub-Registrar Haveli the value of the said tenement 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 tenement.

SCHEDULE- I

(DESCRIPTION OF THE SAID LAND)

All that property bearing Survey No.180/1, admeasuring area 00 Hectares 51 Ares assessment Rs.1.18, situated at village Hadapsar, Taluka Haveli, within the Registration District Pune, Sub-registration District Haveli, Sub-Registrar Haveli, and within the limits of Gram Panchayat Hadapsar Taluka Panchayat Haveli, Zilla Parishad Pune and which is bounded as follows:-

On or towards East	:	Part of Survey No.186
On or towards South	:	Road
On or towards West	:	Road
On or towards North	:	Boundary of Village Mudhawa

And alongwith all structures, edifices, trees, water, water courses etc. if any standing thereon and right to use permissible TDR/FSI against the amenity space and have all the buildable potential under whatsoever head.

SCHEDULE-II

(A) COMMON AREAS AND FACILITIES :-

1. RCC Frame work structure of the buildings.
2. Drainage and water line work.
3. Electric meters and water meter/s connected to common lights, water connections, pump set etc.
4. Light points outside the building and the staircase/s as well as those in the common parking space.
5. Water tank / tanks for the project alongwith water pump.
6. Lift / Elevator with lift room, lift well and elevator equipments for each wing / building.

7. Landscape garden, decorative entrance gate, well designed entrance lobby.
8. Amenities provided for the project Nirvana as stated in Annexure-5 annexed hereto.
9. Any other common areas which is not mentioned herein above but provided by the Promoter to the / in the Project, which are same defined in Section 2 (n) in the Real Estate (Regulation and Development) Act, 2016.

(B) LIMITED AREAS AND FACILITIES :-

1. The terrace in front of or adjacent to the terrace flat in the said building/s if any shall belong exclusively to the respective Purchaser/s of the terrace tenement and such terrace spaces are intended for the exclusive use of the respective terrace tenement Purchaser/s.
2. Considering the Promoter herein are providing the parking spaces in the project more than as required to provide under the Development Control Rules applicable to the said project, the Promoter herein shall have right to allot such parking spaces to the particular tenement Purchaser/s in the building / project and such parking spaces shall belong exclusively to the respective buyer/s of the tenement in the project.
3. The tenement/s in the building/s, connected with or without internal stairway to the terrace of such tenement, if any shall belong exclusively to the respective Purchaser/s of the top terrace tenement and such terrace spaces are intended for the exclusive use of the respective terrace tenement Purchaser/s.
4. All areas etc. which are not covered under aforesaid head "Common Area And Facilities" are limited areas and facilities and Promoter shall have exclusive rights to allot the same for use of any tenement buyer/s in the building.

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 SKYWARDS NIRVANA (A.O. P.)

- 1)SHRI RAHUL VILAS NAHATA,
- 2)SHRI ROHAN VIJAY NAHATA,
- 3) SHRI. ASHWIN ARUN ADSUL
- 4) SMT. RATNAMALA RATIKANT GALINDE,

No.1 to 4 through their Authorized Member

SHRI RAHUL VILAS NAHATA _____

II) SIGNED, SEALED AND DELIVERED

by within named the Purchaser/s'

1) _____.

2) _____.

IN THE PRESENCE OF :-

1) Signature

Name

Address

2) Signature

Name

Address

ANNEXURE-1

DETAILS OF THE SAID ACCOMMODATION

1. Flat No - ____.
2. Floor – ____
3. In ____, Building / Wing No.
4. Carpet Area _____ Square Meters i.e. _____ Square Feet.

_____.
5. Area admeasuring carpet area _____ Square Meter i.e. _____ Square Feet being area of adjacent terrace of the said accommodation as exclusive right to use
6. One covered Car Parking space having area admeasuring about 9 square meters will be allotted at the time of delivery of possession, for the exclusive right to use of the owner and occupier aforesaid tenement.

DECLARATION

The Purchaser/s declare/s that he/she/they has/have read the agreement/got translated the same and fully understood the contents of the agreement and there after same have been executed by all the parties and Purchaser/s has/have received the stamped copy of this Agreement.

(PROMOTER)

(PURCHASER/S)

ANNEXURE-2
(Building Layout Plan)

ANNEXURE-3
(Tenement Floor Plan)

ANNEXURE-4
(Specifications of the buildings and tenements)

FOUNDATION :

Foundation as per the R.C.C. Consultant's recommendation.

STRUCTURE:

R.C.C. framed building structure with slabs and lintels.

WALLS:

External walls in 6" thick brick masonry and internal walls in 4" / 6" brick masonry work in cement mortar.

FLOORING:

Vitrified tile flooring hall and kitchen with skirting. Ceramic flooring in adjacent terrace and dry balcony. Wooden Flooring in any one bedroom.

DOORS:

Attractive Main Door with good fitting and night latch. All other doors will be commercial flush doors with laminate / oil panted. Plywood door frames with laminated. Marble door frames for toilet and bath for internal side.

WINDOWS:

Two and Three track Powder Coated Aluminum sliding windows.

KITCHEN:

Granite kitchen platform with stainless steel sink and glazed tile dado up to the lintel level. Wash basin with mirror in passage & Exhaust Fan.

Modular Kitchen of 10" Length.

TOILETS, BATHROOM & W.C. :

Ceramic tile flooring, glazed tile up to the lintel level and Hot and Cold water mixer unit in bath. Exhaust Fan in Master bathroom.

ELECTRICAL:

Concealed copper wiring.

Good quality concealed electrical fittings.

Concealed Telephone and TV point in living room and master bedroom.

Washing machine point in dry area.

PLUMBING:

Good quality concealed plumbing.

PLASTERING:

Gypsum finished internal wall and sand finished external wall.

PAINTING:

POP finished walls with OBD paint on all internal walls, cement paint on external walls and oil paint on main door as applicable.

NOTE :-

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

ANNEXURE-5
(COMMON AMENITIES FOR PROJECT AREA)

- 1. Swimming Pool.**
- 2. Club House.**
- 3. Gym.**
- 4. Children Play Area.**
- 5. Senior Citizen Area.**
- 6. Amphi Theater.**
- 7. Jogging Track.**

ANNEXURE-6

(Copy of sanction letter issued by the Collector Pune (Revenue Branch))

ANNEXURE-7
(7/12 extract for Survey No.180/1Village Hadapsar)

ANNEXURE-8
(Title Certificate)