

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE MADE AND EXECUTED AT PUNE ON THIS _____ DAY OF _____ MONTH IN THE YEAR 2019.

BETWEEN

M/S. J. K. Housing Development Corporation,

A partnership firm, registered according to the provisions
Of the Indian Partnership Act, 1932
Have its registered office at:-
Flat No. A-1, Sahadeo Heights,
Someshwar wadi Pashan Pune 411008.
PAN: **AAGFJ1704N**

Represented through its authorized Partner:-

1. Mr. Kailas Sahadeo Nimhan

Age: - 47 Years, Occupation: - Business,
PAN: **ACPPN8861R**

2. Mrs. Kanchan Kailas Nimhan

Age: - 41 Years, Occupation: - Business,
PAN: **AFOPN8795E**
Both residing at: - Flat No. A-1, Sahadeo Heights,
Someshwar wadi Pashan Pune 411008.
Through power of attorney holder

Mr. Kailas Sahadeo Nimhan

Age: - 47 Years, Occupation: - Business,
PAN: **ACPPN8861R**
Residing at: - Flat No. A-1, Sahadeo Heights,
Someshwar wadi Pashan Pune 411008.

Hereinafter called: "THE LANDOWNERS and THE PROMOTERS" (Which expression unless repugnant to the context and meaning thereof shall mean and include the present partners, their respective heirs, executors, administrators)

.....PARTY OF THE FIRST PART

1. MR. _____

AGE: __ YEARS; OCCUPATION: _____

PAN NO. : _____

2. MRS. _____

AGE: __ YEARS; OCCUPATION: _____

PAN NO. : _____

R/at: _____

Herein after called or referred to as “THE ALOTTEE/S” ” (which expression unless repugnant to the context to meaning thereof shall mean and include their his heirs, executors, administrators and permitted assigns)

.....PARTY OF THE SECOND PART

The Landowner / Promoter and the Allottee/s is hereinafter collectively referred to as “Party”.

WHEREAS the Landowners / Promoters herein are seized and possessed of or otherwise well and sufficiently entitled all that piece or parcel of the land admeasuring about 1797.15 Sq. Mts., known as plot No. 1 out of the entire land bearing Survey No 138 Hissa No. 4 totally admeasuring 01 Hectares 17 Ares situated, lying and being at Pashan, Taluka Haveli district Pune – 411008, hereinafter for sake of brevity referred to as “Project Land “ which is more particularly described in Schedule I Property written herein;

AND WHEREAS the Landowners / Promoters are the full and absolute owners of the project Land and enjoying the Possession of the Project Land and wish to develop the same;

AND WHEREAS Landowners / Promoters and one Mr. Jaywant Sahadeo Nimhan have purchased the land admeasuring about 5000 Sq. Mtrs., from Mr. Nandkumar Khandu Bamgude and Mr. Hanumant Khandu Bamgude vide sale deed dated 5/8/2010, registered in the office Sub-Registrar Haveli No 19, Pune, registered at serial No. 7218/2010.

AND WHEREAS thereafter Landowners / Promoters and one Mr. Jaywant Sahadeo Nimhan have executed Partition Deed in respect of the land admeasuring about 5000 Sq. Mtrs., on 11/11/2014, same is registered in the office Sub-Registrar Haveli No 19, Pune, registered at serial No. 10534/2014. By virtue of the execution of the above mentioned partition deed, project land has been given to the share of Landowners / Promoters.

AND WHEREAS by virtue of the said aforesaid Partition Deed dated 11/11/2014, the Landowners / Promoters have the sole and exclusive right, authority and power to commence, carry out the construction and complete scheme of construction of the residential building/ apartment having one wing consisting 36 residential premises on the Project Land

by availing maximum FSI implementing various schemes mentioned under the Development Control Regulation;

AND WHEREAS Advocate Mr. Chandrashekhar Vinayak Wakankar has investigated title of the Project Land and has issued Search Report and Title Certificate and Supplementary Search Reports from time to time. As per the said certificate, the Landowners / Promoters are absolutely entitled to commence and carry out construction of proposed building and Bungalow on the Project Land and also entitled to sell Apartment on Ownership basis to any prospective Allottee/s and to receive consideration thereof. The copy of 7/12 Extract, search Report in respect to project Land are annexed herewith as Annexure 'A' 'B' respectively.

AND WHEREAS the project Land was measured and demarcated on 28/12/2010 by Mojani No. 8094/2010, by City Survey Officer;

AND WHEREAS the Landowners / Promoters have engaged Structural Engineer G. A. Bhilare Consultant Pvt. Ltd., for the preparation of structural designs, drawings of the proposed building/ apartment, Bungalow over the project Land and the Promoters accepts the professional supervision of the Structural Engineer till completion of the building;

AND WHEREAS the Landowners / Promoters have appointed VK:a Architecture as the Architect to get the plans prepared and sanctioned from the concerned local Authorities and supervises the entire construction work of the building and project as a Architect of Landowner / Promoter;

AND WHEREAS the Landowners / Promoters have at its own cost and expenses prepared a Layout & building plan in respect of the Project Land by utilizing the entire permissible FSI thereof and got sanctioned from the Pune Municipal Corporation vide Commencement certificate No. CC/4580/2011, dated 30/3/2012, CC/ 0513/16 dated 07/06/2016 & CC/1297/2019, dated 07/09/2019 and the copy of commencement Certificate, annexed herewith as Annexure C1;

AND WHEREAS the plan of apartment agreed to be purchased by the Allottee/s as sanctioned and approved by the local authority have been annexed herewith as Annexure C4;

AND WHEREAS while sanctioning the building plans, the Pune Municipal Corporation has laid down certain terms and conditions, stipulations and restrictions, which are to be observed and performed by the Landowners / Promoters while developing the Project Land and upon due observance and performance of which only the completion certificate

in respect of said proposed building / apartment shall be granted by the Pune Municipal Corporation;

AND WHEREAS the Landowners / Promoters have in compliance with the rules, regulations and restrictions of the concern local authority which are to be observed and performed by the Landowners / Promoters while constructing/ developing the Project land has accordingly commenced the construction ;

AND WHEREAS the collector, Pune, has also given permission to use the project Land for non agricultural purpose by passing an order bearing no. PMC/ NAOC / SR/ 109/2015, to that effect on 29/09/2015 subject to certain terms and conditions as mentioned and incorporated in the said order, the Copy of N.A order annexed herewith in Annexure D.

AND WHEREAS the Landowners / Promoters have registered the Project under the Provisions of the Real Estate (Regulation & Redevelopment) Act 2016 with the real Estate Regulatory Authority at Pune having Project Registration No. **P52100018262** and copy of registration Certificate is attached herewith as Annexure E,

AND WHEREAS the Landowners / Promoters are absolutely entitled to carry out construction of the proposed building on the Project land and are also entitled to sell certain apartments, on Ownership basis to the Prospective Allottee/s and also to receive consideration accordingly;

AND WHEREAS the proposed project is to be developed on the Project Land by carrying out the construction of residential building on the Project Land will be known as “SAHADEO IRIS” (hereinafter referred to as said Project)

AND WHEREAS the Allottee/s has expressed desire to purchase Apartments in the said proposed residential building to constructed on the Project Land , from the Landowners / Promoters;

AND WHEREAS Allottee/s has inspected of all original document, and all other relevant document in relation to the title, and the Allottee/s is satisfied with the Project Land and the Allottee/s shall no raise any query in relation to the title of the Project Land and in relation to right of the Landowners / Promoters to sell the said Apartment to the Allotte/s;

AND WHEREAS the Allottee/s has agreed to purchase the Said Apartment based on going through all the conditions stated in the sanctioned plan, all approvals & permissions by the respective competent Authorities and further confirmed that all such condition shall be bound and abided by Allottee/s strictly;

AND WHEREAS the Allottee/s has independently made himself aware about the amenities & specifications provided by the Landowners / Promoters and is aware of the limitation usage policies and maintenance of the same;

AND WHEREAS the Allottee/s has approached to Landowners / Promoters and upon due negotiations, the Landowners / Promoters have agreed to sell the Apartment bearing _____ on _____ Floor in the Building known as **Sahadeo Iris A** situated in the Project Sahadeo Iris A to be constructed on the Project land which more particularly described in schedule II property hereunder and hereinafter referred to as "Said Apartment" as shown in the attached Apartment plan earmarked in red colour and the same is annexed herewith as Annexure C4

AND WHEREAS the carpet area of Apartment means the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive balcony appurtenant to the Apartment for exclusive use of the Allottee/s or verandah and exclusive open terrace area appurtenant to the Apartment for exclusive use of the Allottee/s, but includes the area covered by internal partition wall of the apartment;

AND WHEREAS as per section 13 of the real Estate (Regulation & Redevelopment) Act 2016, the Landowners / Promoters are required to execute a written Agreement for Sale of Said Apartment with the Allottee/s, and also to register the Said Apartment under Registration Act;

AND WHEREAS accordingly, all the Parties herein have decided to reduce into writing all terms and conditions agreed amongst the Parties in regard to sale of the said Apartment, by the Landowners / Promoters to the Allottee/s and accordingly, all the Parties are executing there presents in the following manner.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. CONSTRUCTION AS PER SANCTIONED PLAN:

- 1.1 Pune Municipal Corporation has sanctioned to the layout of the building and proposed building to be constructed on the Project Land by virtue of Commencement Certificate mentioned herein above.
- 1.2 The Landowners / Promoters intends to develop the Project Land by constructing Sahadeo Iris A consisting of ground plus 12 floors

which will have 36 residential Apartments and Two Bungalows along with garden by availing maximum potential FSI implementing various schemes mentioned under Development Control Regulation.

- 1.3 Provided that the Landowners / Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except (i) any alteration or addition required by any Government authorities or due to change in law or (ii) the Landowners / Promoters may make such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer after proper declaration and intimation to Allottee/s.

2. TOTAL CONSIDERATION:

- 2.1 The Allottee/s hereby agrees to purchase and the Landowners / Promoters agrees to sell The Said Apartment to the Allottee/s as described below along with the proportionate rights in common area facilities and project land the Allottee/s as show in floor plan annexed hereto as Annexure C4 ;

Building	Sahadeo Iris A
Floor	_____
Apartment No.	_____

	Sq.mtrs	Sq.fts
Carpet Area Of Apartment	_____	_____
Carpet Area Of Enclosed Balcony	_____	_____
Carpet Area of Terrace	_____	_____
Carpet Area of Exclusive Architecture Projection	_____	_____

4 Wheeler Mechanical/Covered Parking Space No.	__ (_____)
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The Landowners / Promoters herein agrees to allot to the Allottee/s covered parking spaces bearing No ____ situated at Ground floor with installation of 1 (one) Mechanical Parking Unit, each Unit accommodating 1 cars (Sedan/ midsize) one above the other, further that the Allottee/s has confirmed and accepted the location of the parking space and the Allottee/s confirms that he shall not raise any objection for the same. The Copy of “Parking Allotment Plan “annexed herewith as Annexure F.

2.2 The Allottee/s shall pay a total consideration towards the purchase of the Said Apartment to Landowner / Promoter is mentioned as below:

Particulars	Amount	Amount in Words
Total Consideration	_____	_____

Details of Paid Amount			
Amount Paid By Allottee/s (Till Date) (Rs)	Date	Mode	Bank
Total Paid Amount is Rs. _____ (_____)			
Total Balance Amount payable is Rs. _____/- (_____)			

The Allottee/s hereby agrees and undertakes to pay to the Landowner / Promoter the Total Consideration in following manner;

1. Rs. _____/- On or before signing of the Agreement i.e. 10% of the total cost.
2. Rs. _____/- On completion of Plinth Work i.e. 15% of the total cost.
3. Rs. _____/- On completion of casting of the bottom slab said accommodation i .e. 15% of the total cost.
4. Rs. _____/- On casting of the top slab of the said accommodation i .e. 15% of the total cost.
5. Rs. _____/-On commencement of brick work of the said accommodation i .e. 10% of the total cost.
6. Rs. _____/-On commencement of Internal i .e. 10% of the total cost.
7. Rs. _____/-On commencement of the flooring, door and windows fixing work of the said accommodation and electrical , sanitary, plumbing and painting work whichever is earlier i .e. 20% of the total cost.
8. Rs. _____/- And other dues within 8 days when the Promoter obtains the completion certificate in the respect of the said accommodation from the authority or said accommodation is ready for the use and occupation whichever is earlier i .e. 5% of the total cost.

Total Rs. _____/-

(Rupees: - _____)

It is hereby Clarified that Landowners / Promoters shall be at liberty to vary the chronological order of the various stages of the construction / items of the work of the said building in which the Said Apartment is located and the Landowners / Promoters shall also be at liberty to simultaneously undertake two or more stages of construction / items of work set out herein above for payment plan and to demand to the Allottee/s the aggregate of installments towards the agreed consideration. The Landowners / Promoters also clarifies that the completion of RCC work slab will be related to the respective wing in which the Said Apartment is located

2.3 All other sums excluding the total amount of consideration, which the Allottee/s has agreed to pay to the Landowners / Promoters and of which details are given herein after in this agreement shall be payable on or before delivery of possession of the Said Apartment by the Landowners / Promoters to the Allottee/s . Further is the said apartment is ready for possession before the schedule date mentioned herein after, then the Allottee/s shall be liable to pay all dues, payable to Landowners / Promoters within 15 days in respect to Said Apartment upon receiving intimation From the Landowners /Promoters and take Possession of the Said Apartment .

2.4 The Above mentioned total price excludes Taxes consisting of tax by way of Stamp duty, registration Charges, Value added, Service Tax, Goods and Service Tax and Cess or any other taxes which may be levied as per the prevailing laws, in relation of sale/ purchase of the said Apartment in the Project.

2.5 The Allottee/s expressly agrees and confirmed that the above said lump-sum agreement value is arrived at after considering the Anti-profiteering Benefits arising out of input tax credit under the Central Good and Services Tax Act, 2017 and the Maharashtra Goods and Services Act 2017' .

COMMON AREA MAINTENANCE CHARGES:-

3.1 The Allottee/s shall be liable to pay all the running expenses towards maintenance, repairs and annual maintenances contracts for Maintenance of common area, equipments and facilities. The charges will paid from the date of possession or 15 days from the date of Notice received by the Alottee/s from the Landowners /Promoters for the completion of Said Apartment whichever earlier. The Allottee/s herein shall be liable to pay maintenance charges of **Rs 3000/- (Rupees Three**

Thousand only) per month plus applicable taxes as per prevailing laws which is to paid in advance of 6 months.

3.2 The Landowners /Promoters will submit a statement of accounts, to the organization of Allottee/s, after the formation of Society or after 1s General Body Meeting.

3.3 It is expressly agreed by the Allottee/s that the Landowners /Promoters shall not be liable to pay maintenance charges in respect of unsold tenements to the organization of tenements at any time, before/ after formation of the organization.

3.4 The Allottee/s will bear all expenses for Annual maintenance Contract/ Maintenance of Mechanical Car Parking Unit.

4- **DEFAULT**

4.1 The Allottee/s expressly agrees to pay the entire agreed consideration in respect of the Said Apartment to the Landowners /Promoters, as per the schedule mentioned in clause no. 2, along with his/ her/ their proportionate share of taxes and other outgoing, levied by local authority under these presents. Time is the essence of contract. The Allottee/s shall be liable to pay the amount which is due and payable under these presents within 15 days from the issuance of Demand letter by the Promoters.

4.2 If the Allottee/s fails to pay such dues within 15 days from the date of issuance of Demand letter by the Landowners /Promoters, then the Allottee/s shall be liable to pay damages in lieu of simple interest as per State Bank of India Highest Marginal cost of Lending Rate plus 2 % per annum on the amount due to the Landowners /Promoters. The interest will be calculated starting from the 16th day of issuances of Demand letters till the payment is received by the Landowners /promoters.

4.3 In case, if Allottee/s fails to pay the amount along with the applicable interest for more than 120 days from issuance of Demand letter, then the Landowners /Promoters shall have the discretion to terminate this agreement by issuing a “ Notice of Termination” to the Allottee/s.

4.4 it is expressly agreed by the Allottee/s that upon issuance, of a termination notice by the Landowners /Promoters, the Allottee/s shall cease to claim any rights and benefits in regard to Said Apartment on the basis of any rights and benefits in regard to the Said Apartment on the basis of this agreement. The Allottee/s shall only have to receive the interest free refund of the entire amount paid by the Allottee/s to the Landowners /Promoters, other than government taxes.

5. TITLE:-

The Landowners /Promoters have made full and true disclosure of the title of the project land as well as encumbrances & Litigation known to the Landowners /promoters in the title report of Advocate. The Landowners /Promoters have also disclosed to the Allottee/s, the nature of its rights, title and interest and right to construct the said project. The Landowners / Promoters also have allowed inspection of all the documents to the Allottee/s. the Allottee/s having acquainted himself/herself/ themselves with all facts and rights of the Landowners /Promoters and after full satisfaction of the same, the Allottee/s has booked the Said Apartment and then entered into this agreement.

6. SPECIFICATION & AMENITIES

The Specification that are to be provided by the Landowners /Promoters, in the Said Apartment and the amenities in the said building are more particularly mentioned in Annexure G annexed to this agreement. The Landowners /Promoters shall have the discretion to make any changes in the said specifications and amenities, without seeking any separate consent of the Allottee/s, subject to a condition that the Promoters shall provide the specifications and amenities of a similar standard from any another company and the Allottee/s shall not raise any objection to the same .

7. CONSTRCUTION OF THE PROJECT

The Landowners /Promoters expressly agree to carry out construction of the Said Apartment as per sanctioned building plan and there upon to apply and obtain completion certificate in regard to the same from Pune municipal Corporation. The Landowners /Promoters also expressly agrees to complete the said project as per sanctioned layout plan/ building plan sanctioned by Pune Municipal Corporation and there upon to apply and obtain the completion certificate in respect of entire project from Pune Municipal Corporation.

8. POSSESSION

8.1 The Allottee/s shall accept possession of the Said Apartment within a period of 15 days from the date of the Landowners / Promoters giving written intimation to the Allottee/s, intimating that the Said Apartment is ready for use and occupation, subject to payment of the entire

consideration, all other charges and taxes thereon agreed to be paid by the Allottee/s to the Landowners /Promoters in respect of this Agreement of the Said Apartment.

8.2 The Allottee/s herein shall inspect that the Said Apartment in all respect is in accordance with terms and conditions of this Agreement, the Allottee/s shall take possession of the Said Apartment from the Landowners /Promoters by executing Possession Formalities.

8.3 The Landowner/Promoters shall deliver the actual possession of the said Apartment to the Allottee/s on or before _____ subject to the payment entire agreed consideration and all other charges agreed to be paid by the Allottee/s, as per the terms & conditions of this agreement. The Landowners/Promoters shall be entitled to claim extension of said period for delivering possession of the Said Apartment on account of any force majeure as mentioned in clause 9 below.

8.4 However, in the absence of any force majeure event, If the Landowners/Promoters fails to deliver possession of the Said Apartment to the Allottee/s on or before the above mentioned date, then the Landowners/promoters shall be liable to pay damages in lieu of simple interest as per State Bank of India highest marginal cost of lending Rate plus 2 % per annum calculated on the total amount paid by the Allottee/s for the period of delay till the possession of said apartment.

8.5 Further both the Landowners/Promoters and the Allottee/s shall jointly confirm the final carpet area that has been constructed and allotted to the Allottee/s before taking/ giving possession of the Said Apartment. The Carpet area may / will be subject to a variation of 3 %. The total price payable for the new carpet area shall be recalculated. If there is any reduction in the carpet area then the Landowners/Promoters shall refund the excess amount was paid by Allottee/s within forty five days with annual interest at the rate defined in Rules (RERA), from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, then the Landowners/Promoters shall demand additional amount from the Allottee/s before possession of Said Apartment. All these monetary adjustments shall be made at the same rate as per square meter as agreed in the Clause 2 of this Agreement.

9. FORCE MAJURE CLAUSE:-

That in case if the construction of work is stopped or suspicious due to following reasons mentioned below. The entire period of suspension or stoppage of construction work shall not be considered while computing period of delivery of possession of the Said Apartment and the period of

delivery of possession shall be extended accordingly. The reasons of stoppage of work may be as follows:-

- a. War, civil commotion or act of God;
- b. Any notice , order , rule , notification of Government and / or other public or Competent Authority released / published / issued in respect of all the said lands and or the Schedule I Property;
- c. Upon unavailability of steel , cement , other building material, water to electricity Supply;
- d. Upon unavailability of Labors/ Workmen etc.
- e. Any delay in issuing or granting any necessary permissions/Noc's / Certificates Licensees from any Govt/ concern Authorities ;
- f. Any other reason beyond the control of the Promoter.

As such, the Promoter expressly agrees to deliver possession of Said Apartment within the stipulated period subject to this force majeure clause. It is expressly agreed by the Allottee/s that if the work stopped due to any of the above referred cause , then the period to complete the construction work shall be resumed only upon removal of the above referred force majeure cause.

10. NOMINATION CLAUSE:-

It is hereby agreed by and between the parties that the Landowners/Promoters shall give possession of the Said Apartment to _____ as his his/her Nominee, in case of death of the Allottee/s before the possession of the Said Apartment is handed over to the Allottee/s, provided they said nominee is ready and willing to perform and performs the remaining part of this Agreement. In such event, the said nominee shall be treated as representing all the legal heirs in case of intestate succession or Trustee in case of testamentary succession, for all the purposes of these presents and notices served on the said nominee shall be treated as sufficient service on all legal heirs of deceased Allottee/s or beneficiaries under the Will of the deceased Allottee/s. The Landowners/Promoters shall not be liable for any disputes amongst the legal heirs of the Allottee/s.

11. USE OF THE SAID APARTMENT:-

The Allottee/s shall use the Said Apartment only for the purpose for which the Pune Municipal Corporation has given the sanction i.e. residential purposes.

12. TRANSFER OF THE BENEFITS ACQUIRED BY VIRTUE OF THIS AGREEMENT:-

12.1 The Allottee/s expressly agrees, not to transfer the benefits and rights acquired by the virtue of Agreement in respect of the Said

Apartment in favour of any person in whatsoever manner till the entire balance amount towards the agreed consideration and all other amounts payable by the Allottee/s to the Landowners/Promoters have been paid as mentioned in this agreement.

12.2 The Allottee/s herein shall obtain prior written permission from the Promoters if the Allottee/s herein intends to transfer, assign or sell the Said Apartment before final conveyance of the Project Land the building constructed thereon. The Allottee/s or the perspective transferee shall bear all taxes in relation to such transfer and the Landowners/Promoters herein shall not be held responsible and liable in any purposes.

13. FORMATION OF ORGANISATION OF ALLOTTEE/S OF THE PROJECT:-

13.1 The Landowners/Promoters shall form a Co-operative Housing Society of all the Allottee/s from the proposed building and within 3 months from the date of completion certificate of the construction on the project land.

13.2 The Allottee/s along with other Allottee/s of the building shall join in forming and registering the Co-operative Housing Society to be known as Sahadeo Iris A Co-operative Housing Society Ltd. And for this purpose sign and execute the application for registration and/ or membership and other papers and documents necessary for the formation of the Society from time .

13.3 All the Documentary formalities as may be prescribed by the concerned authorities under MOEF, MPCB , Environmental laws , PMC ,MSEDCL, Fire Protection Laws, Urban Development Laws or any other laws, entered into by the Landowners/Promoters shall be binding on the Allottee/s and the Organization. The Allottee/s and the Organization shall be bound and also hereby undertake to and continues to observe, comply with and follow all directions issued to them by concerned authorities.

13.4 The Allottee/s and the Organization of Allottee/s shall comply with all the requisition, terms, conditions and documentary formalities as may be prescribed and issued by the concerned authorities under and any other authorities.

14. DEED CONVEYANCE

14.1 The Landowners/Promoters shall conveyance the Project Land in two parts in the following manner:

a. Proportionate Land on the basis of FSI consumed for construction of Project Sahadeo Iris A out of the total project land, shall be conveyed to the Sahadeo Iris A co-operative Society Ltd.

14.2 After formation of Sahadeo Iris A Co-operative Society Ltd, the Landowners/Promoters expressly agree to execute requisite Deed of Conveyance in favour of the said Society on or before _____. It is expressly agreed by the Allottee/s that till execution of Deed of Conveyance in favour of said Society, the Society / the Allottee/s shall not be entitled to raise any objection in respect of any additional construction, if carried out by the Landowners/Promoters on the existing building or any on other part/s out of the Schedule I Property, subject to obtaining requisite permission to that effect from Pune Municipal corporation without affecting the Said Apartment in any manner whatsoever.

14.3 Provided that after conveying the title to the Society the Landowners/Promoters shall continue to have rights and entitlement to advertise, market, sell any apartment or building which is not sold without any restrictions on the entry of the building and development of the common areas.

14.4 under no circumstances, the Allottee/s or the organization of Allottee/s shall be entitled to such conveyance unless the promoters receive the complete amount of total consideration from each and every Allottee/s including contribution towards maintenance charges.

14.5 All the expenses relating to such conveyance such as stamp duty, registration fees and other incidental expenditure shall be borne and paid exclusively by Allottee/s.

14.6 Even after the final conveyance of the Project Land and building/s in favour of Society of the Allottee/s is done / executed, the Landowners/Promoters shall have a right to dispose of the unsold Apartments in the said building/s in any manner and the sale proceeds thereof shall belong only and absolutely to the Landowners/Promoters and such Allottee/s shall be include as members of the Society. The Landowners/Promoters in such case shall not be required to pay any transfer fee to the Society.

15. DEFECT LIABILITY:-

15.1 – the Landowners/Promoters expressly agrees to remove any structural defect in the said Apartment or the building in which the said

Apartment is situated or any defect on account workmanship, quality and provision of Services within a period of 5 year from the date of possession of Said Apartment, the Promoters shall clarify the same at their own cost .

15.2 The word defect here means only the construction defects caused on account of willful negligence on the part of the Landowners/Promoters and shall no mean defects caused by normal wear & tear, negligent use of said Apartment by the occupants, vagaries of nature etc. Defect in fittings and fixture are not included therein.

15.3 It is further agreed that the Allottee/s shall not carry out any alterations whatsoever in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of RCC structure, fittings, pipes, water supply connections or any other erections in the bathroom, toilet, WC, terrace, etc. if any of such works are carried out or any liability including the defect liability automatically shall become void & the Allottee/s alone shall responsible for it . Further , the Allottee/s will liable to pay for damages , if any , to the Allottee/s user of below premises of his/her/their Apartment affected premises, due to the said Apartment Allottee/s or any other Allottee/s act or negligence and if the Allottee/s premises is damaged , then the repairs shall have not liable for the same .

15.4 The Landowners/Promoters will provide certain electronic & mechanical equipments manufactured by third party as part of specifications/ amenities inside the Said Apartment as well as in the said project. Such as security system, intercom system, Lifts , generators, Geysers / boiler, Mechanical Car Parking Unit, windows etc. the Promoters shall provide all the said equipments of the standard company make, at its own cost. The warranty and guarantee of these Electronic & Mechanical equipments will be as per manufacturer's policies thus the Landowners/Promoters will not be as per the manufacturer's policies, thus the Promoters will not be liable to include these electronics & mechanical equipments under Landowners/promoters defect liability obligation.

16. OBLIGATIONS OF THE ALLOTTEE/S

16.1 The Allottee/s shall maintain the Said Apartment at their costs in good tenable condition, from the date of delivery of possession of the Said Apartment. The Allottee/s shall not do, shall not change / after or make any addition or alternation in the Said Apartment or the building in which the Said Apartment is situated , staircase or any passages , which may be against the rules , regulations or bye laws of Pune Municipal Corporation or any other authority.

16.2 Not to store in/outside the Said Apartment /building / surrounding area any goods which are hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building or storing of which good is objected to Pune municipal corporation or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase , common passages or any other structure of the building and in case any damage caused to the building in which the Said Apartment is situated or to the Said Apartment or any fatality on account of negligence or default of the Allottee/s in his behalf , the Allottee/s shall be liable for all the consequences of the breach.

16.3 Not to demolish or cause to be demolished the Said Apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Apartment or any part thereof , nor any alteration in elevation and outside colour scheme of the building in which the Said Apartment is situated and shall keep the portions of sewers, drains pipes and appurtenances in the Said Apartment and particular so as to support shelter and protect other parts of the building and shall not chisel or any other manner cause damage to the columns, beams walls , slabs or RCC Partis or other structural members in the Said apartment without the prior written permission of the Promoters.

16.4 No to do or permit to be done any act or thing which may render void or voidable any insurance of Project Land and the building in which the Said Apartment or any part thereof or whereby any increased premium shall become payable in respect of insurance.

16.5 Not to throw dirt, rubbish, garbage or permit the same to be thrown from the Said Apartment ,in the compound or any portion of the Project Land and building , in which the said Apartment is situated.

16.6 To bear and pay all local taxes, NA taxes, water charges , power charges, insurance , Property taxes and such other levies , if any , which are levied by Pune Municipal Corporation and/or Government and or other public authority , from the date of Completion Certificate in respect of the Said Apartment and also any additional increased taxes, insurance etc, which are levied by Pune Municipal Corporation and/or Government and or other public authority of permitted change of user of the Said Apartment by the Allottee/s, with consent of the promoters.

16.7 The Allottee/s shall not let, sub-let, transfer, assign or part of the Said Apartment or part possession of Said Apartment with the license to enter into the Said Apartment until all the dues payable by the Allottee/s and until possession are fully paid up and only of the Allottee/s had not been guilty of breach of or non- observance of any of the terms and

conditions of this agreement and until the Allottee/s has intimated in writing to the Promoters, is that behalf.

16.8 The Landowners/Promoters have formed rules & Regulations mentioned in the annexure herewith as ANNEXURE H. which the Co-Operative Housing Society may adopt on its inception and amend it from time to time for protection and maintenance of the said building. The Allottee/s shall observe and perform all the terms and conditions as mentioned in the Annexure H until the formation of society i.e association OR Apartment Owners.

16.9 The Allottee/s shall not obstruct the development work for any reason and in any way.

16.10 If the Allottee/s desires to fit grills from inside to the said Apartment, the Allottee/s shall do so at its own expense and only as per designs and specifications approved by the Landowners/Promoters.

16.11 The Allottee/s shall not cause any nuisance to other Allottee/s and the Landowners/Promoters in any manner what so ever.

16.12 The Allottee/s shall be permitted to fit AC units only on the places specified by the Landowners/Promoters. The Allottee/s shall not be allowed to make any change in the elevation of the building. If the Allottee/s carries on any work contract to the above terms, the Allottee/s shall be liable to incur rectification expenses for the same.

16.13 Nothing contained in this Agreement is intended to be or shall be construed as a grant m demise or assignment in law , of the Project Land and / or said building / or any part thereof. The Allottee/s shall have no claim in respect any/ all open spaces, staircases, lobbies, parking slots/ spaces, common terrace, garden recreation spaces, etc will remain with the Promoters until the Project Land and /or any part thereof and proposed building/s is/ are transferred to the Apartment Owners/ Co- Operative Society, as mentioned, but subject to the rights of the Landowners/Promoters.

16.14 the Landowners/Promoters shall have a first in charge and lien on the Said Apartment in respect of any amount payable by the Allottee/s under the terms and conditions of this Agreement .

17. OBLIGATIONS OF THE PROMOTERS

17.1 The Landowners/Promoters have represented, warranted, undertaken and declared that:

17.1.1 The Landowners/Promoters have made full and true disclosure of the title of the project land as well as encumbrances known to the promoters in the title search report of the Advocate;

17.1.2 The Landowners/Promoters have the requisite rights to carry out the development upon the project land. The Promoters is absolutely seized and in possession of the Project Land;

17.1.3 There are no encumbrance and / or litigation in respect to the Project land known to the Landowners/Promoters.

17.1.4 The Landowners/Promoters have disclosed all the approvals and sanctions received from the concerned Authorities for the construction of the Said project situated on the schedule I Property and also confirm to obtain the requisite approval from time to time to complete the development of the said project.

17.1.5 Notwithstanding any act, deed or thing whatsoever by the Landowners/Promoters, or any persons lawfully or equitably claiming from, through, under on in trust for the Landowners/Promoters, the Landowners/Promoters have good right, full power and absolute authority to sell and transfer unto the Allottee/s the Said Apartment and all their rights, title and interest into and over the Said Apartment and in the manner contemplated herein;

17.1.6 After payment of dues and after receiving the possession of the Said Apartment , the Allottee/s shall and will enjoy quiet and peaceful possession of the Said Apartment without interruption or disturbance , hindrance by the Landowners/Promoters , or any person or person lawfully or equitably claiming from , under or in trust for the Promoters;

17.1.7 Neither the Landowners/Promoters nor any person on their behalf has otherwise entered into any subsisting agreement for sale or transfer , or otherwise transferred or agreed to transfer the Said Apartment constructed on the Project Land or any part thereof , which impairs the Promoters right to sell and transfer the Said Apartment .

17.1.8 At the time of execution of the conveyance deed to association of the Allottee/s the Promoters shall handover lawful, vacant peaceful possession of the common areas to the association of the Allottee/s.

17.1.9 No notices from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification has been received or served upon the promoter in respect of project land and / or project except those disclosed in the title report.

18 TDR (TRANSFERABLE DEVELOPMENT RIGHTS):-

The Landowners/Promoters shall be entitled to consume TDR on the Project Land. The Landowners/Promoters shall be entitled to consume the same by the constructing premises on the existing building/ wing and shall also be entitled to sell premises to different persons on ownership basis and the Allottee/s shall not raise any objection for the

same. The Promoters shall be absolutely entitled to submit revise building plan/s to Pune Municipal Corporation in order to consume TDR and shall be entitled to obtain necessary sanction for the same from Pune Municipal Corporation and no separate consent of the Allottee/s shall be required for the same. The Landowners/promoters shall also be entitled to construct premises in order to consume TDR even after completion of the building, two bungalows and without affecting the Said Apartment in any manner whatsoever. The Allottee/s shall not raise any objection for the same and no separate consent of the Allottee/s is required.

19- WAIVER:-

Any delay tolerated or indulgence shown by the Landowners/Promoters in enforcing the terms of this Agreement or any forbearance or providing extended time span to the Allottee/s shall neither be construed as a waiver on the part of the Promoters in respect of breach or non-compliance of any of the same in any manner prejudice the rights of the Landowners/Promoters.

20- TAXES

20.1 In the event, any development charges or betterment charges or any premium of tax or luxury tax, N.A Charges or any other levy, which becomes payable by the Landowners/Promoters and / or which is legally the sole responsibility of the Allottee/s, the Allottee/s expressly agrees to pay the same and /or reimburse the same to the Landowners/Promoters , in proportion to the same area of the Said Apartment agreed to be purchased by the Allottee/s and in determining such amount the decision of the Landowners/Promoters shall be conclusive and binding on the Allottee/s.

20.2 The Allottee/s expressly agrees to bear any tax liability in respect of the present transactions. Arising due to any change or modification/ amendment made by Government in the existing law or due to introduction of new law, which includes sales tax , service tax, tax on transfer on property, MVAT ,L.B.T . Goods & Service Tax and any other taxes etc, and the Landowners/Promoters shall not be held responsible or liable for the same, in any manner. The Allottee/s expressly agrees to pay their liability immediately in any circumstances whether it arises before or after accepting possession of the Said Apartment from the Landowners/Promoters. The Allottee/s expressly agrees to indemnify the Landowners/Promoters in respect of any such tax liability arising due to the present transaction at any time and the Promoters shall not be held responsible or liable for the same, in any manner.

21. PROMOTOR SHALL NOT MORTGAGE OR CREATE A CHARGE:-

After the execution of this Agreement the Landowners/Promoters shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created the notwithstanding anything contained in any other law for the time beings in force, such mortgage or charge shall not affect the right and interest of the Allottee/s which has taken or agreed to take such Apartment.

22. ENTIRE AGREEMENT & RIGHT TO AMEND:-

This Agreement, along with its schedule and annexure, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings. Any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment / plot / building, as the case may be. This Agreement may only be amended through written consent of the Parties. The Allottee/s here by confirms that all information and details' given to the Allottee/s by Promoters, before registration of this Agreement, shall now stand superseded by this Agreement.

23. SEVERABILITY:-

If any provision of the is Agreement shall be determined to be void or enforceable under the Act or the Rules and Regulations made there under or under other applicable laws , such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable inconsistent with the purpose of this Agreement and to the extent necessary to confirm to the Act or the Rules and Regulations made there under or the applicable law , as the case may be , and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein, or to be created or transferred hereunder or pursuant to any such transactions.

25. CORRESPONDENCE:-

All communication like notices / demands / information etc be served to the Allottee/s and the Promoter as contemplated in this Agreement shall the Allottee/s and the Promoter as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified E- mail ID/ Under Certificate of Posting at their respective address specified below:

3. Name of Allottee/s- _____

Allottee/s Address - _____

Email: _____

Name of the Landowner/Promoter: - M/s J. K. Housing Development Corporation

Address: - Flat No. A-1, Sahadeo Heights, Someshwar wadi Pashan Pune 411008.

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address subsequent to the execution of this agreement in above address by Registered Post failing of which will confirm that all communications and letters posted at the above address shall be deemed to have been received by the Landowner / promoter or the Allottee/s as the case may be.

26. JOINT ALLOTTEE/S

In case there are Joint Allottee/s all communications shall be sent by the Landowners / promoters to the Allottee/s whose name appears first and at the address given by him/ her which shall for all intents and purposes to consider as properly served to all Allottee/s.

27- DISPUTE RESOLUTION:-

Any dispute between parties shall be settled amicably, In case of failure to settle the dispute amicably, which will be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016 rules and Regulations, there under.

28- PAYMENT OF STAMPDUTY AND REGISTRATION CHARGES:-

The Allottee/s expressly agrees to bear all the expenses of stamp duty registration charges and all the incidental expenses pertaining to the presents and the final conveyance and the advocate fees/ charges shall be borne by the Allottee/s.

29. INVESTOR CLAUSE:-

In the event of any breach or non- performance by either of the parties hereto of their respective obligations under the terms hereof, then in such event, the aggrieved party shall, without prejudice to its other rights and remedies in law, be entitled to hence the terms and conditions hereof specifically performed through a Court of Law in the jurisdiction of Pune.

Schedule I PROPERTY

All that piece or parcel of the land admeasuring about 1200 sq.mtr out of total plot area of 1797.15 sq. mtrs. land bearing Survey no. 138 hissa No. 4 totally admeasuring 01 Hectares 17 Area situate , lying and being at village Pashan ,taluka Haveli and District Pune , within the limits of Pune and is bounded as below:

- On or Towards East : Part of Survey No. 138/4, Plot No. 1 Bunglow 1 & 2
- On or Towards South : By Survey No. 138/4.
- On or Towards West : By Survey No. 138/3.
- On or Towards North : By Road.

All that piece and parcel of Apartment mentioned as below:

Building	Sahadeo Iris A
Floor	
Apartment No.	

	Sq.mtrs	Sq.fts
Carpet Area Of Apartment		
Carpet Area of Enclosed Balcony		
Carpet Area of Terrace		
Exclusive Architecture Projection		

4 Wheeler Mechanical / Covered Car Parking Space No.	
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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SIGNATURE ON THE DAY AND DATE FIRST HEREINABOVE MENTIONED.

NAME	SIGNATURE	PHOTO	L.H.T.I. Left Hand Thumb
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			Impression
M./S. J.K Housing Development Corporation Through its Partner Mr. Kailas Sahadeo Nimhan	The Promoter/ Developer		
Mr Kailas Sahadeo Nimhan For Self and as Power of Attorney Holder of Mrs. Kanchan Kailas Nimhan	The Promoter/ Developer		
Dr. Hemant P. Borgaonkar	The Purchaser		

Dr.Varsha Hemant Borgaonkar			
	The Purchaser		

(ALLOTTEES/S)

IN THE PRESENCE OF WITNESSES:-

1.
SIGNATURE
:
NAME
:
ADDRESS
:
2.
SIGNATURE
:
NAME
:
ADDRESS
:

“ANNEXURES “

- ANNEXURES “A” & “B”: 7/12 Extract /Search Title Report
- ANNEXURES “C1”, Commencement Certificate
- ANNEXURES “C4”: Floor Plan
- ANNEXURES“D”: NA Order
- ANNEXURES “E”: Registration Certificate
- ANNEXURES “F”: Parking Allotment Plan
- ANNEXURES “G”: Specifications & Amenities
- ANNEXURES “H”: Rules & Regulations of the proposed organization allotte/s.