

Annexure ‘A’
Model Form of Agreement to be entered into between Developer and Purchaser/s
(See rule 10(1))
EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Developer and Purchaser/s. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab-initio.

AGREEMENT FOR SALE

This Agreement for Sale or Agreement to Sell (“**Agreement**”) is made at **Pune** on [Month] [Date], **2023** (“**Execution Date**”)

BETWEEN

M/s. Ranjekar Realty LLP, PAN: ABAFR0621D, a Limited Liability Partnership Firm, registered under The Limited Liability Partnership Act, 2008, having its office at **Yash K6/4 Erandvane Hsg Soc Erandvane Pune 411004**, through its Authorized Partner, **Mr. Aniruddha Ravindra Ranjekar**, Age - Adult, Occupation – Business PAN No. [], Aadhar No. [] (Hereinafter referred to as the “**Developer**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the individual and all persons claiming and/or deriving title under or through the individual, including but not limited to his/her/their legal heirs, representatives, respective assigns, power agents, executors, successors in interest and person or persons claiming through or under him/her/it/them or its present and future partners, their legal heirs, executors and assigns, as may be applicable)

PARTY TO FIRST PART

AND

1. **Name:** _____

Age _____ Year, PAN No.: _____

Occupation: _____

Residing at _____,

2. **Name:** _____

Age _____ Year, PAN No.: _____

Occupation: _____

Residing at _____,

(Hereinafter referred to as the “**Purchaser/s**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Purchaser/s and all persons claiming and/or deriving title under or through the Purchaser/s, including but not limited to his/her/their legal heirs, representatives, respective assigns, power agents, executors, successors in interest and person or persons claiming through or under him/her/it/them)

PARTY TO SECOND PART

AND

Dhanasampada Co-operative Housing Society, a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960, with registered no. PNA/(PNA)/HSG(TC)/1134/1975 dated 19.07.1975, having its address at **Plot No. 8 and 9, CTS 149, Erandwane, Pune – 411004** through its **Chairman**, Mr. Jayavant Janardan Divekar, Age: 61 Yrs, PAN: AARPD5217D; **Secretary**, Mr. Swapnil Dnyaneshwar Belhe, Age: 44 Yrs, PAN: AIIPB2915K and **Treasurer**, Mrs. Padmini Anil Joglekar Age: 69 Yrs, PAN: AAXPJ1775G;

as on the Execution Date, hereinafter together referred to as "**Society**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include their executors, administrators, successors and assigns).

AND

Members of Dhanasampada Co-operative Housing Society being

1. Mr. Manoj Sundarlal Pardeshi, Age: 58 Yrs, PAN: ABQPP4807R and Mrs. Sunita Manoj Pardeshi Age: 54 Yrs., PAN: ALSPP5320R
2. Mr. Hemakant Gajanan Deshpande, Age: 74 Yrs, PAN: ACHPD7825R
3. Mr. Anil Ganesh Dhekane, Age: 77 Yrs, PAN: ABIPD8324M
4. Mrs. Meena Subhash Purohit, Age: 74 Yrs, PAN: AATPP2841F
5. Mrs. Shailaja Prakash Kulkarni, Age: 67 Yrs, PAN: ALZPK7328M, Mrs. Shilpa Ameya Katti, Age: 38 Yrs., PAN: AQZPK2843E
6. Mr. Sakharam Mahadeo Malshe, Age: 85 Yrs, PAN: ABEM1938N,
7. Mr. Bhaskar Chintaman Joshi, Age: 77 Yrs, PAN: AAWPJ7527R, Mrs. Vrishali Bhaskar Joshi, Age: 72 Yrs, PAN: AASPJ0593M
8. Mr. Swapnil Dnyaneshwar Belhe, Age: 44 Yrs, PAN: AIIPB2915K
9. Mr. Sahil Dilip Panse, Age: 39 Yrs, PAN: ARBPP9970G
10. Smt. Hemlata Bhaskar Upasani, Age: 95 Yrs, PAN: ABXPU1881F, Ms. Chitra Bhaskar Upasani, Age: 72 Yrs, PAN: AAAPU2425P
11. Mr. Sudhir Sitaram Sardesai, Age: 73 Yrs, PAN: ADFPS8359E
12. Ms. Madhura Vishnu Phatak, Age: 48 Yrs, PAN: AMAPP8516A
13. Mrs. Padmini Anil Joglekar, Age: 69 Yrs, PAN: AAXPJ1775G
14. Mrs. Sadhana Gururaj Lachyan, Age: 59 Yrs, PAN: AATPL6761C
15. Mr. Jayavant Janardan Divekar, Age: 61 Yrs, PAN: AARPD5217D, Mrs. Vibhavari Jayawant Divekar, Age: 60 Yrs, PAN: AAWPD6483G;

Hereinafter together referred to as "**Existing Members**" (which expression shall, unless repugnant to the context or meaning thereof, mean and include their executors, administrators, successors and assigns).

Hereinafter the "**Society**" and the "**Existing Members**", **together** referred to as hereinafter referred to as the "**Owners**" or the "**Consenting Party**" or the "**Co-Promoter**", and which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the individual and all persons claiming and/or deriving title under or through the individual, including but not limited to his/her/their legal heirs, representatives, respective assigns, power agents, executors, successors in interest and person or persons claiming through or under him/her/it/them), through their Power of Attorney Holder **M/s. Ranjekar Realty LLP**, through its Authorized Partner, **Mr. Aniruddha Ravindra Ranjekar**, Age - Adult, Occupation – Business, PAN No. [], Aadhar No. []

PARTY TO THIRD PART

(The Developer, Purchaser/s, and the Owners/Consenting Party shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.)

WHEREAS:

The Title of the said Property and the rights of the Developer to the said Property are detailed hereunder:

- A.** The land bearing S. No. 37 situated at Erandawana, Pune, was originally owned and possessed by Mr. Mahadeo Hari Kachare. By Partition Deed dated 20.12.1966, which is registered in the office of Sub-Registrar Haveli II at Sr. No. 2670/1966, Mr. Mahadeo Hari Kachare and others partitioned their separate properties and thereby S.No. 37/A/2 allotted to the share of Mr. Mahadeo Hari Kachare absolutely.
- B.** Mr. Mahadeo Hari Kachare expired on 18.10.1967 leaving behind him his last will and testament dated 06.02.1967 and thereby bequeathed S.No. 37/A/2 to his son Mr. Ramesh Mahadeo Kachare. Name of Mr. Ramesh Mahadeo Kachare was recorded to Revenue Record of the aforesaid property vide ME No. 3079.
- C.** By a Sale Deed dated 29.05.1975, registered in the office of Sub-Registrar Haveli 2 at Sr. No. 1115/1975, the said Mr. Ramesh Mahadeo Kachare absolutely conveyed an area admeasuring 0 H 20 Gunthe out of S.No. 37/A/2 to and in favour of Mr. Shashikant Raghunath Kurlekar.
- D.** Mr. Shashikant Raghunath Kurlekar prepared layout of aforesaid land bearing S.No. 37/A/2 by dividing it into plots, open spaces and internal roads and got it sanctioned from Pune Municipal Corporation under No. TPO/4891/ dated 17.08.1974.
- E.** By two Sale Deeds both dated 25.07.1975, registered in the office of Sub-Registrar Haveli I at Sr. No. 1933/1975 and 1934 /1975 respectively, the aforesaid Mr. Shashikant Raghunath Kurlekar absolutely conveyed Plot No. 8 admeasuring 668 Sq.Mtrs. and Plot No.9 admeasuring 591 Sq.Mtrs. to and in favour of Dhanasampada Co-operative Housing Society Ltd. registered under No. PNA/HSG/1134/1975 dated 19.07.1975.
- F.** By Construction Contract dated 02.08.1975 the Society granted contract for construction of building upon the said plots to Mr. Vasant Bhalchandra Ravat. Mr. Vasant Bhalchandra Ravat got approved the building plans for the construction of the building upon the said plots under Commencement Certificate No. 2255 dated 05.10.1984. Additional construction of one room to each flat was carried out by M/s. Ajay Constructions under Commencement Certificate No. 4845 dated 21.06.1988 and 5747 dated 07.03.1990 from Pune Municipal Corporation and completed the construction of the building consisting of 15 residential units (flats) and obtained Completion Certificate from Pune Municipal Corporation.
- G.** Post the introduction of the property card extract and the completion of the construction, the Society is full and absolute owner of Plot No. 8 and 9, S. No. 37/2, corresponding CTS 149, Erandwane, Pune, admeasuring about 1269.5 sq. mtrs., together with building by name "Dhansampada" consisting of 15 flats which is more particularly described in para 1 hereinabove written and its name is recorded on Property Register Card of the said property vide ME No.3667 dated 05.03.2019.

- H.** The members of the Society have concluded various transaction for their Units and the flats have thus changed hands from time to time from one person to different person. With the change of hands, the same has been noted and actioned upon by the Society to admit the new owners as members of the said Society. The said Existing Members, as listed in the title clause of this Agreement are the current owners, members, occupiers, and users of the said Units.
- I.** In furtherance to Recitals above of this Agreement, the final details of the own, under the ownership of the said Owners, shall be recognized as Plot No. 8 and 9, S. No. 37/A/2, corresponding CTS 149, Erandwane, Pune, totally admeasuring about 1269.5 sq. mtrs., within the limits of the Pune Municipal Corporation and within the Registration Sub-District of Taluka Haveli, District Pune, more particularly described in Schedule I of this Agreement (“**Property**”), more particularly described as in Schedule I of this Agreement. A copy of the plan showing the said Property has been annexed as Annexure A to this Agreement and a copy of the property card has been annexed as Annexure G to this Agreement.
- J.** Redevelopment Process:
- The building consisting of the said Units had become old and with its usage and occupancy was causing hindrances to the said Existing Society Members.
 - The said Developer, engaged in the business of constructing and developing land parcels in the region of Pune including but not limited to redevelopment of properties, purchased the Tender Document and followed the due process.
 - In a special general body meeting dated February 27, 2021, the Society and all its present Existing Members accepted the offer of said Developer for redevelopment.
- K.** Pursuant to the above, the Owners entered into development agreement dated 02/05/2023, with Sr. No. 8954/2023 at Haveli 21, with Ranjekar Realty LLP (“**Promoters**” or “**Developer**”), in respect of the said Property (“**Development Agreement**”), a copy of the Index II of the said Development Agreement has been annexed as Annexure E to this Agreement. Along with the said Development Agreement, a Power of Attorney was also executed by the Owners in favour of Ranjekar Realty LLP through its Partner, **Mr. Aniruddha Ravindra Ranjekar**, which came to be registered on 02/05/2023, with Sr. No. 8955/2023 at Haveli 21 for the said Property (“**Power of Attorney**”).
- L.** The building/project constructed from the rights arising out of and under the Development Agreement and Power of Attorney obtained by the Developer shall be for the Project being constructed on the said Property.
- M.** The Developer herein has appointed Architect Mangesh Bhandekar, having office at Guruganeshnagar, DP Road, Kothrud, Pune 411038 as its Architect and JW Consultants LLP having office at Sai Radhe, 201, 100-101, Kennedy Road, Pune 411001, as its structural Engineer, for the preparation of the drawings and structural design of the building/s which is/are under construction on the Property and have agreed to accept their professional services and supervision. The Developer herein has reserved the right to change the aforesaid Architect and Engineer before the completion of the building/s.
- N.** The Developer has obtained, and the Pune Municipal Corporation has sanctioned the building plans in respect of the building to be constructed on the Property and has issued the necessary Commencement

Certificate bearing no. CC/3471/22 dated 28/03/2023 from Pune Municipal Corporation. The copy of the Commencement Certificate is annexed hereto as Annexure C of this Agreement.

- O.** The Developer has disclosed that they have partly obtained the necessary permissions and sanctions to the plans, the specifications, elevations, sections with respect to the said Building for the commencement of the development of the said Property and shall obtain the balance approvals and sanctions from various authorities from time to time, so as to obtain the completion certificate of the said Building and the Units therein. The sanctioned Building plans and the specifications herein agreed to be provided by the Developer in the said Unit are annexed hereto as Annexure B read with Schedule III of this Agreement.
- P.** While sanctioning the said plans the concerned authority and/or the Government has laid down certain terms, conditions, stipulations, and restrictions which are being observed and performed by the Developer while developing the Project on the said Property and upon the due observance and performance of which only the completion or occupancy certificate in respect of the said Building shall be granted by the concerned local authority.
- Q.** In light of the aforesaid transactions, the Developer herein has absolute authority to obtain further revised sanction to the building layout, building plans and to develop the said Property by constructing multi-storied building/s thereon and have absolute right to sell, lease, mortgage, etc. the Units in the Building which is/are under construction or to be constructed on the said Property and further have absolute authority and right to allot exclusive right to use reserved / restricted areas, etc. in the building/s, which is/are under construction or to be constructed on the said Property by the Developer and to enter into agreements with the purchasers, mortgagees, lessees, etc. and to receive sale price and deposit and other charges in respect thereof.
- R.** The Developer herein has commenced the development of the said Property to construct a project known as **“Dhansampada”** consisting of single building(s) being residential in nature being constructed on the said Property (**“Project”** or **“Building”**), more particularly described in Schedule II of this Agreement.
- S.** The Developer has registered this Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority under RERA registration no - applied. The copy of the concerned registration certificate is annexed as Annexure D to this Agreement.
- T.** The Developer has disclosed that said proposed Building(s) currently comprises of 1 Floor/s therein and the Developer shall further be utilizing the total available FSI including the loaded TDR/Paid FSI/ancillary FSI/area under road widening etc in and upon the said Building. The currently FSI sanctioned is 489.94 sq. mtrs, and the Developer intends to further load Paid FSI / TDR / Ancillary FSI etc., as permitted by the rules from time to time.
- U.** The Purchaser/s herein has/have demanded from the Developer and the Developer have given inspection to the Purchaser/s of all the documents relating to the said Property and the plans, designs and specifications prepared by the aforesaid Architect of the Developer and such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (**“Act”**) read with the Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 as well as Maharashtra Real

Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine Payable, Forms of Complaints and Appeal, etc.) Rules, 2017 and regulations there under.

- V.** After the Purchaser/s' enquiry, the Developer 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 of the Developer and rights and authorities of the Developer herein and also as regards all permissions and sanctions for development and the terms/ conditions/stipulations as stated therein. The Purchaser/s declares that he/she/they has/have satisfied himself/herself/themselves regarding the same and shall not raise any dispute hereafter. In addition to the above, the Developer has also provided a Title Certificate by the Advocate of the Developer to the Purchaser/s, a copy of which is annexed as Annexure F to this Agreement.
- W.** The Purchaser/s herein has/have applied/requested to the Developer for purchase of the said Unit, more particularly described in Clause 2 (i) of this Agreement.
- X.** The Carpet Area of the said Unit being the subject matter of this Agreement is -- square meters and "Carpet Area" shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Unit for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Unit. *Explanation* – For the purpose of the definition of carpet area (i) "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Unit, meant for the exclusive use of the Purchaser/s, (ii) "exclusive open terrace area" means the area of the open terrace which is appurtenant to the net usable area of the said Unit, meant for the exclusive use of the Purchaser/s and (iii) "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
- Y.** The Developer herein has agreed to provide amenities in the said Unit, which are more particularly described in Schedule IV annexed to this Agreement.
- Z.** Prior to the execution of this Agreement, the Purchaser/s has/have paid to the Developer a sum of **Rs. []/- (Rupees [] only)**, being application/booking amount and which is now converted into part payment of the sale consideration of the said Unit agreed to be sold by the Developer to the Purchaser/s (the payment and receipt whereof the Developer doth hereby admit and acknowledge). The details of the payment of installments of the sale consideration are detailed under Schedule V of this Agreement.
- AA.** The Purchaser/s herein is/are aware of the fact that the Developer herein has entered or will enter into similar or separate agreements with several other person/s and party/ies in respect of the other units in the Building.
- BB.** The Purchaser/s herein represent/s and assure/s that the Purchaser/s is/ are not barred or debarred or disentitled to acquire the said Unit under the provisions of the any applicable laws or under any statute with respect to this Agreement, including but not limited to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Units (Regulation of the

promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Co-operative Societies Act, 1960 and the rules made thereunder.

CC. The Parties relying on the confirmation, representations, and assurances of each other to faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing and ready to enter into this Agreement on the terms and conditions appearing hereinafter.

DD. Under section 13 of the Real Estate (Regulation and Development) Act, 2016, the Developer is required to execute a written agreement for sale for a Unit with the Purchaser/s, being in fact these presents and also the register the same under the provisions of the Registration Act, 1908.

EE. In these circumstances the ownership of the said Property of the Owners (in their respective capacities) are absolute in nature and are well and sufficiently seized and possessed of and entitled to the said Property and the Developer are entitled to develop the same.

FF. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer has agreed to sell, and the Purchaser/s have agreed to purchase the said Unit and hence 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. NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

A. (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of the type of carpet area admeasuring sq. metres on floor in the building/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure B for the consideration of Rs. including Rs. being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage (N/A) bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. ____/-

(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs. ____/-.

B. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs.____/-

C. The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as

advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :-

i. Amount of Rs...../-(.....) (not exceeding 20% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.

ii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.

iii. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

iv. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

v. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..

vi. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

vii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

2. CONSTRUCTION

- i. As stated hereto before, the Pune Municipal Corporation/ concerned authorities have sanctioned the building plans of the Building which is under construction on the said Property.
- ii. The Developer herein shall continue and complete the construction of the Building on the said Property in accordance with the plans, designs and specifications approved or to be approved by the Concerned Authority and as per building construction rules and regulation of the Local Authority or Concerned Development Controlling Authority.
- iii. The Developer shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications which may adversely affect the Apartment of the Purchaser/s except any alteration or addition required by any Government authorities or due to change in law.

3. CONSIDERATION OF THE SAID UNIT

- i. Relying upon the Purchaser/s representation/s and assurance/s, the Developer herein has agreed to sell and the Purchaser/s herein has/have agreed to purchase from the Developer, a [residential] Unit bearing No. [] admeasuring carpet area about [] square meters and adjacent open balcony admeasuring [] square meters along with an adjacent terrace area of [] square meters, situate on [] floor in Project/Building to be known as “**Dhansampada**” and along with an exclusive right

to use [] covered car parking and/or [] mechanical car parking along with appurtenances thereto, (“Unit”), more particularly described in **Schedule III of this Agreement** and shown on the plan annexed as Annexure B to this Agreement, at or for total lumpsum consideration of Rs. []/- (Rupees [] only) including the price for the proportionate share in the said Property subject to the encumbrances of reserved or restricted areas and facilities. It shall be inclusive of the expenses for obtaining electric connection from M.S.E.D.Co. or applicable electricity company, expenses for providing gen-set backup for lifts and common lights and proportionate share in price of the common areas and facilities appurtenant to the said Unit. The above mentioned lumpsum consideration shall exclude all expenses of stamp duty and registration fees, maintenance deposits/charges, VAT, Service Tax, GST or such applicable levies which will have to be paid by the Purchaser/s to the Developer or concerned authority separately.

- ii. The Developer herein has agreed to provide the specification and amenities in the said Unit and the same has been described in Schedule IV of this Agreement.
- iii. The total consideration as stated above excludes GST (Goods and Service Tax), Service Tax, VAT (value added tax), betterment tax, transfer tax, turnover tax, work contract tax, or such similar taxes or levies and hence the Purchaser/s has/ have agreed to pay the Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such similar taxes or levies as applicable by separate payments to the Developer on every installment of payment of the consideration. If any time after the execution of this Agreement, Service Tax, VAT (value added tax), GST (Goods and Service Tax), betterment tax, transfer tax, turnover tax, work contract tax, or such applicable levies are increased under the respective statutes by the Central or State Government as the case may be and further at any time before or after the execution of this Agreement any additional taxes/ duty/ charges/ premium/ cess/ surcharge, etc. by whatever name called is/are levied or recovered or charged or becomes payable under any statute/ rule/ regulations/ orders either by the Central Government or State Government or local body or revenue authorities or any other authority in respect of the said Unit or this Agreement or this transaction, the same shall be borne and shall be paid by the Purchaser/s within 7 (seven) days from the date of demand of the same by the Developer.
- iv. The above-mentioned consideration towards the said Unit is escalation free, save and except any increases which the Purchaser/s agree/s to pay due to any increase on account of (i) development charges payable to the concerned authority and/or (ii) any taxes/ charges/ levies which may be levied or imposed by the concerned authorities from time to time. The Developer agrees that at the time of raising such a demand for such escalation, the Developer shall enclose the notification / rule/ regulation / order/ etc. to that effect.

v. The Developer may/shall charge separately to the Purchaser/s for any modifications/ gradation / changes specifically requested or approved by the Purchaser/s in the fittings, fixtures, specifications or amenities or any facility, which are other than the specifications and amenities as set out in Schedule IV annexed hereunder.

vi. This Agreement is not a construction agreement or work contract or service contract and the said Property, the said Building and the said Unit shall vest only with the Society and the Existing Members (as may be applicable), Developer and/or the Purchaser/s, as the case may be and despite the said fact if any taxes, cess, etc. of any nature are levied on the present Agreement, the same shall be paid by the Purchaser/s alone.

- vii. The Developer undertakes to intimate the Purchaser/s about the imposition of any other taxes that may be levied on the present Agreement or by any amendment in any of the laws/statutes, as mentioned hereinabove.
- viii. The Purchaser/s undertake/s to pay the said taxes, cess, levies as stated hereinabove to the Developer within 7 (seven) days from the date of such demand by the Developer and in the event the Purchaser/s fail/s to pay the same within the stipulated time, then the same shall remain a lien or charge of arrears on the said Unit in favour of the Developer and the Developer shall be entitled to recover the same from the Purchaser/s along with interest thereon (As stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017) and till such time the said amount along with interest, if any, is paid by the Purchaser/s, the Developer shall be entitled to withhold handing over of possession of the said Unit to the Purchaser/s.

4. PAYMENT OF INSTALLMENTS OF CONSIDERATION

- i. The Purchaser/s herein is/are well aware that, the Building in which the said Unit is situated, which Building is under construction on the said Property and considering the present status of the construction of the same, the Purchaser/s has/have agreed to pay the aforesaid agreed consideration to the Developer herein in the manner detailed under Schedule V of this Agreement.
- ii. The Purchaser/s herein shall pay the aforesaid consideration to the Developer herein on the due date or within 7 (seven) days from the Purchaser/s receiving the written intimation from the Developer calling upon the Purchaser/s to make the payment. 'Payment in time' is the essence of the contract.
- iii. The Developer herein has informed the Purchaser herein that, aforesaid payment has to be made by the Purchaser/s by Cheques/Demand Draft/online transfers/RTGS/NEFT, the name of "[]".
- iv. **Notwithstanding anything to the contrary, it is specifically agreed by and between the Parties that no rebate or discount will be offered in such a case where the construction or items of work has/have been completed before the agreed timelines as mentioned and that the Purchaser/s shall have to pay the entire installment without any rebate or deduction.**
- v. It is clarified that the Developer shall be at liberty to vary the chronological order of the various stages of construction or items of work in the said Building in which the said Unit is situated and further that the Developer shall also be at liberty to simultaneously undertake two or more stages of construction or items of work set out in the payment plan as stated in Schedule V of this Agreement and to demand from the Purchaser/s the aggregate of the installments towards the agreed consideration mentioned in such installment/s.
- vi. The Purchaser/s authorize/s the Developer to adjust/appropriate all payments made by him/her/them under any head/s of due against lawful outstanding, if any, in his/her/their name/s as the Developer may in its/their sole discretion deem fit and the Purchaser/s undertake/s not to object/ demand/ direct the Developer to adjust his/her/their payments in any manner.
- vii. The Parties hereto agree and covenant that in case of any delay in payment of installment shall lead to delay in completion of the said Unit and would result in delay in handing over possession thereof by the Developer to the Purchaser/s and that the Developer shall not be responsible for delay in handing over the possession of the said Unit in case of delay of payments by the Purchaser/s.

5. OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- i. It is hereby agreed that the Owners, Developer and the Purchaser/s herein shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by Pune Municipal Corporation or the local authority at the time of sanctioning of the plan/s or any time thereafter or at the time of granting Completion Certificate/s.
- ii. The Purchaser/s herein shall not be entitled to claim possession of the said Unit until the completion certificate in respect of the said Unit is received by the Developer from Pune Municipal Corporation or the Local Authority and the Purchaser/s herein have paid all dues payable under this Agreement in respect of the said Unit to the Developer and is/are not guilty of breach of any of the terms and conditions of this Agreement.

6. UTILIZATION OF THE FSI/TDR/BUILDING POTENTIAL

- i. In this agreement, the word FSI (floor space index) or FAR (floor area ratio) or TDR (transferable development rights) or Paid FSI or any other buildable potential shall have the same meaning as understood by the planning authority under its relevant building regulations or byelaws.
- ii. It is hereby declared that sanctioned plan/s of the said Building has/have been shown to the Purchaser/s and the floor space index (FSI) available is shown in the aforesaid plan/s including utilized and unutilized FSI.
- iii. The Developer has disclosed that they have at the time of this Agreement utilized the available buildable potential only as has been duly approved and reflected in the sanctioned plans and shall utilize the balance/ additional buildable potential, if any, by revising the building plans as per Developer's discretion without hampering the area allocated to the Purchaser/s herein.
- iv. The Developer shall have right of pre-emptions or first right to utilize the residual or available FSI/FAR/TDR/Paid FSI or any other buildable potential which may be increased for whatsoever reason in respect of the said Property or any other FSI or TDR or Buildable Potential granted by the appropriate authority and allowed to use the same on the said Property by construction or any other Property vide TDR (Transferable Development Rights).
- v. As stated in these presents, the Developer has disclosed the total buildable potential as proposed to be utilized by them on the said Property and the Purchaser/s has/have agreed to purchase the said Unit based on the proposed construction and sale of Units to be carried out by the Developer by utilizing the proposed buildable potential and on the understanding that the declared proposed buildable potential shall always belong to the Developer only.
- vi. The Developer shall be entitled to compensation from the Purchaser/s in case any obstruction or impediment of any nature is raised by or on behalf of the Purchaser/s to the development of the said Property by utilization and consumption of the total buildable potential as stated above, without prejudice to the rights of the Developer to terminate this Agreement on such obstruction or impediment being raised by the Purchaser/s.

7. DISCLOSURE AND INVESTIGATION OF TITLE AND BUILDABLE POTENTIAL

- i. The Developer herein has made full and true disclosure to the Purchaser/s as to the title and further rights and authorities of the Developer in respect of the said Property and the buildable potential as well as the encumbrances, if any, known to the Developer.

- ii. The Developer herein has also requested to the Purchaser/s to carry out the search and to investigate the marketable title, rights, and authorities of the Developer in respect of the said Property and also as regards the buildable potential by appointing his/ her/ their own Advocates/ Architects/ etc. As required by the Purchaser/s, the Developer 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, rights, and authorities of the Developer herein in respect of the said Property and also the buildable potential and after satisfaction and acceptance of the same has/ have entered into this Agreement.
- iii. The Purchaser/s hereinafter shall not be entitled to challenge or question the title, rights/authority of the Developer in respect of the said Property and the buildable potential and further the Developer's rights and authority as to enter into this agreement.

8. TIME IS ESSENCE OF THE AGREEMENT

- i. Time is of the essence of this Agreement for the Developer as well as the Purchaser/s.
- ii. The Developer shall abide by the time schedule for completing the Building and handing over the said Unit to the Purchaser/s and the common areas to the Society, as the case may be, in the Building after receiving the completion certificate from the concerned authorities.
- iii. The Purchaser/s shall abide to make timely payments of the installments of consideration towards the said Unit and all other dues payable by him/her/them and meeting all other obligations under this Agreement, subject to simultaneous completion of construction by the Developer as detailed under Schedule V of this Agreement being the payment plan.
- iv. If the Developer fails to abide by the time schedule for completing the Building and handing over of the said Unit to the Purchaser/s, the Developer agree to pay to the Purchaser/s, who does not want to withdraw from the construction of the Building, an interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all amounts paid by the Purchaser/s (excluding the amounts paid towards VAT/Service Tax, GST or like), for every month of delay, till the handing over of the possession of the said Unit.
- v. The Purchaser/s agree/s to pay to the Developer interest as stated in Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 on all the delayed payments which become due and payable by the Purchaser/s to the Developer under the terms of this Agreement from the date the said amount is payable by the Purchaser/s to the Developer. Provided that the tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Developer under this Agreement, nor shall it be construed as condonation of the delay by the Developer against delay in payments by the Purchaser/s.
- vi. Without prejudice to the right of the Developer to charge interest in terms of Clause 7 (v) of this Agreement, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her/their proportionate share of taxes levied by the concerned authorities and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developer shall at its/ their own option, may terminate this Agreement: Provided that, the Developer shall give written notice of fifteen days sent by Registered Post A.D. and by email at the address provided by the Purchaser/s of its/ their intention to terminate this Agreement and of the specific breach/es of the

terms and conditions in respect of which it is intended to terminate this Agreement. If the Purchaser/s fail/s to rectify the said breach/es mentioned by the Developer within the period of the notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement.

Provided further that upon the termination of this Agreement as aforesaid, the Developer shall refund to the Purchaser/s, (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Developer) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the said Unit which may then have been paid by the Purchaser/s to the Developer.

The Parties agree that such installments may either being the same or other as demanded by the Developer. The Developer shall refund the said advances only after the resale of the said Unit to any other third party. It is understood that the Developer will not have to refund any amounts which have been paid by the Purchaser/s towards VAT/ Service Tax/ GST or like. It is agreed by the Parties that for the purposes of termination as envisaged herein, the Developer shall be entitled to adjust/ deduct liquidated damages quantified upto 20% (twenty percent) of the total consideration of the said Unit.

- vii. At the time of accepting the said refund of the amounts as stated in Clause 7 (vi) the Purchaser/s shall execute and register the necessary Deed of Cancellation as required for by the Developer and shall also hand over the original of these presents to the Developer. In the event the Purchaser/s fail/s to come forward to execute and register the Deed of Cancellation within 7 (seven) days from such written intimation being given to the Purchaser/s, then by these presents itself the Purchaser/s herein irrevocably nominate, constitute and appoint Mr. Aniruddha Ravindra Ranjekar, Age - Adult, Occupation – Business, having his office at Yash K6/4 ErandvaneHsg Soc Erandvane Pune 411004 being the person admitting these presents on behalf of the Developer (The photocopy of the photo identity of Mr. Aniruddha Ravindra Ranjekar is annexed hereto as Annexure H hereto for purpose of identification), as his, constituted attorney to execute and admit the execution of Deed of Cancellation or any other document as may require to cancel this transaction in law and on termination of this Agreement as aforesaid and who is entitled to do the same on refund of amount to the Purchaser/s by sending the same by cheque/demand draft as aforesaid by Registered Post A.D. By executing these presents the Purchaser/s for himself / herself / themselves and his heirs, executors and administrators ratify and confirm and agree to ratify and confirm aforesaid act of the Constituted Attorney by virtue of this present Clause. In pursuance of appointment of the constituted attorney as aforesaid by the Purchaser/s, for the aforesaid purpose, the additional stamp of Rs. 500/- (Rupees Five Hundred only) is paid herewith by the Purchaser/s for this instrument under the Maharashtra Stamp Act, 1958.

9. SPECIFICATIONS AND AMENITIES

- i. The specifications of the said Unit and fixtures, fittings, and amenities to be provided by the Developer to the said Unit or to the said Building being constructed in which said Unit is situated are described in Schedule IV annexed hereto.
- ii. If any extra fittings, fixtures, and/or amenities are required by the Purchaser/s, then the Purchaser/s shall inform in writing to the Developer and if it is possible for the Developer, then the Developer herein at his/its/their sole discretion may provide the same, provided the Purchaser/s accepting the cost/price of such extra amenities and undertake to pay or deposit the

same prior to the commencement of such extra work and such additions bills raised by the Developer shall be final.

10. DELIVERY OF POSSESSION

The Developer herein shall complete the construction of the said Unit in all respect on or before 31st March 2026. In the event, the Developer fail or neglect to hand over possession of the said Unit to the Purchaser/s on account of reasons beyond their control and of its agents by the aforesaid date, then the Developer shall be liable, on demand, to refund to the Purchaser/s the amounts already received by them in respect of the said Unit with interest at the same rate as mentioned in Clause 7 (v) of this Agreement from the date the Developer have received the sum till the date the amounts and interest thereon is repaid to the Purchaser/s.

Provided that, the Developer shall be entitled to reasonable extension of time for giving delivery of the said Unit on the aforesaid date, if the completion of the said Building in which the said Unit is situated is delayed on account of:-

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

11. PROCEDURE FOR TAKING AND FAILURE TO TAKE POSSESSION OF THE SAID UNIT

- i. After completion of construction in all respects of the said Unit and upon obtaining the Completion Certificate, the Developer herein shall within 7 (seven) days inform in writing to the Purchaser/s that the said Unit is ready for use and occupation and to take possession of the said Unit within a period of 15 (fifteen) days from the receipt of such letter.
- ii. On receipt of such letter from the Developer, the Purchaser/s herein shall inspect the said Unit in all respect and get satisfied according to the terms and conditions of this Agreement and after the Purchaser/s is/are satisfied himself/ herself/ themselves as aforesaid within the said period as mentioned in Clause 10 (i) of this Agreement, at his/her/their request, the Developer herein shall hand over the possession of the said Unit to the Purchaser/s on payment of all amounts due and payable by the Purchaser/s to the Developer under this Agreement and the Purchaser/s herein has/have not committed any default in payment of consideration in installment on its due date to the Developer in pursuance of these presents.
- iii. It is further agreed between the Parties hereto that, after receiving the possession of the said Unit as stated above, the Purchaser/s herein shall not be entitled to raise any objection or to demand any amount/s under whatsoever ground from the Developer herein. It is further agreed between the Parties thereto that on receipt of possession of the said Unit by the Purchaser in pursuance of these presents, it shall be presumed that Purchaser/s herein has/have accepted the said Unit on as is where is basis and extinguished his/her/their rights as to raise any objection or complaint under whatsoever head.
- iv. At the time of taking possession of the said Unit, the Purchaser/s shall execute the necessary Supplementary Agreement for Possession in such form as may be required by the Developer and also shall execute such necessary indemnities, undertaking and such other documentation as may be required under this Agreement or by the Developer.

- v. The Purchaser/s agree/s to pay the initial maintenance charges, other charges and deposits as determined by the Developer and/or the Society, as the case may be, at the time of taking possession of the said Unit.
- vi. In the event, the Purchaser/s fail/s to take possession of the said Unit as stated hereinabove, the same shall be construed as a breach of the terms and conditions of this Agreement and that the Purchaser/s shall be liable to pay maintenance charges, taxes, etc as applicable.

12. DEFECT LIABILITY

- i. If within a period of five years from the date of handing over the Unit to the Purchaser/s, the Purchaser/s brings to the notice of the Developer any structural defect in the Unit or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the Act.
- ii. The above sub-clause shall be subject to (i) the Purchaser/s shall maintain the said Unit in good conditions and repairs, (ii) shall not break open any walls/floorings or chisel or damage the same or carry on extensive interior works or enclosure works, (iii) shall not carry out any alterations/modifications/additions of the whatsoever nature in the said Unit or in the fittings therein, in particular, it is hereby agreed that the Purchaser/s shall not make any alterations/modifications/ additions in any of the fittings, pipes, water supply connections, sewage lines or any erection or alteration or modifications in the kitchen, bathrooms and toilets, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability automatically shall become void.
- iii. The word defect here means only the manufacturing defect/s caused on account of willful or gross neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear, negligent use of said Unit by the occupants, vagaries of nature, any damage caused due to mishandling, misuse or due to any modifications or furniture work carried out by the Purchaser/s either themselves or through their agents or nominees or occupants, etc. without the permission of the Developer.
- iv. Defect/s in fittings and fixtures are not included therein and the Purchaser/s shall have to directly approach the manufacturers for such warranty and guarantee of such fittings and fixtures.

13. USE OF THE SAID UNIT

- i. The Purchaser/s shall use the said Unit or any part thereof or permit the same to be used only for residential purposes as shown in the sanctioned plan.
- ii. The Purchaser/s or occupier/s of any Unit in the building shall not use the said Unit for the purposes of massage centre, gambling house, classes, service apartment, hostel, group accommodation, accommodation for any person/s, rentals on cot basis, lodging boarding, or any illegal or immoral purpose.
- iii. The Purchaser/s shall use the allotted or common parking space only for the purpose for keeping or parking the Purchaser/s own two or four wheeler light vehicle but not be entitled to use the said car parking space for keeping or parking any heavy vehicles such as trucks, bull dozers, buses,

tractors, etc. and further that the Purchaser/s shall not be entitled to park his/her/their any two or four wheeler vehicles in the common marginal spaces.

- iv. Further neither the Purchaser/s nor any of the occupants is/are entitled to have entry of any public vehicles without prior written consent from the Developer till handing over the administration to the Society.
- v. The Developer shall not be responsible and/or liable for any nuisance and disturbance caused by any occupants, occupying any Unit in the Building after the respective Unit has been handed over to such purchaser/s of the Unit by the Developer.

14. FORMATION OF ORGANIZATION AND CONVEYANCE OF THE SUPER STRUCTURE IN FAVOUR OF THE DHANSAMPADA CO-OPERATIVE HOUSING SOCIETY LIMITED

- i. The Developer along with the Owners shall submit the application to incorporate such organization of the allottees (including but not limited to the Flat Owners) and Purchaser/s and other buyers of the units in the Building being a Co-operative Housing Society, Condominium of Apartment Owners or a Company as may be formed (“**Organization**”), within three months from the date on which **fifty one per cent of the total number of purchaser/s in such a building or a wing, have booked their units.**
- ii. The Society shall continue to be the owner of the said Property along with the Existing Members as its members of the Said Society for and against their allotted units. The prospective purchasers of the units or flats, other than the allotted units, shall be admitted as members of the Society as per the bye laws of the Society.
- iii. The Developer along with the Owners shall execute final conveyance of the new structure i.e. the Building in accordance with the bye-laws of the Society.
- iv. The Developer will (subject to his right to dispose of the remaining Units, if any) execute such conveyance of Building within three months from the date of the issuance of the occupancy certificate.
- v. In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath the building jointly or otherwise within three months from the date of issue of occupancy certificate of the building or wing in the layout.

15. PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

- i. Within a period of 15 (fifteen) days from the date of written intimation to take the possession of the said Unit, the Purchaser/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Unit and his/her/their proportionate share in the non-agricultural assessment in respect of the said Property to the respective authorities and/or to the Developer and/or to the Society, as the case may be, from the date of assessment of such taxes by the Authority.
- ii. Within a period of 15 (fifteen) days from the date of intimation to take the possession of the said Unit, the Purchaser/s herein shall be liable to bear and pay the maintenance charges towards the said Unit as quantified by the Developer and/or to the Society, as the case may be, from the date of assessment of such taxes by the Authority.
- iii. The maintenance charges shall be payable only towards the common areas and amenities and payment of bills for common water pumps/ lights, etc. and general maintenance of gardens, open spaces, etc. AMC for lifts and other equipments, etc. and provision of security services.

- iv. The Purchaser/s shall at the time of taking possession of the said Unit or within a period of 15 (fifteen) days from the intimation to take possession, pay in advance, currently quantified as a sum of INR [] (Rupees [] only), as quantified by the Society towards initial maintenance charges towards the corpus fund to the Society.
- v. It is further specifically agreed that the Purchaser/s shall every month/year contribute and pay to the Society, such sums as may be determined by the Society having regards to inflation.
- vi. The Purchaser/s shall also be liable to pay any taxes such as service tax, VAT, GST, etc., if applicable as regards to the said maintenance service to be provided.
- vii. It is specifically agreed between the Parties hereto that, the Developer is not responsible and/or liable to pay or share in the aforesaid expenses towards maintenance charges in respect of unsold Unit in the Building.
- viii. At the time of taking possession of the said Unit, the Purchaser/s shall also keep deposited with the Developer and/or to the Society, as the case may be, a sum as agreed by the Developer and/or the Society, as the case may be as Corpus Fund.

16. SPECIAL COVENANTS

- i. The Developer herein has specifically informed to the Purchaser/s and Purchaser/s herein is/are also well aware that, the Developer herein is developing the Building with intention to have the homogeneity in the Building as to Property scaping, height and elevation of the Building, outer colour scheme, terraces, windows and grills etc. and hence the Purchaser/s or any owner/s or occupier of the Unit/s in the Building shall and will not be entitled to disturb the aforesaid homogeneity of the Building or to erect any type of permanent or temporary structure on the terraces or to store or soil heavy things on terraces. The Purchaser/s herein specifically undertakes to abide by the aforesaid condition and on relying upon this undertaking, the Developer herein has agreed to allot and sell the said Unit to the Purchaser/s herein on ownership basis, subject to the terms and condition of this Agreement.
- ii. The Developer herein are providing advance technology amenities / material / plant and equipment in common area/facilities like elevators, electric rooms, etc. for the Unit holders in the Building. The said plant and equipment are to be operated and/or used by authorized persons with due care and diligence taking into consideration all safety guidelines and measures. It is specifically agreed between the Parties hereto that, the Developer shall not be responsible for the same after handing over of Building to the Society, wherein the Society shall set its own norms for use of such common advanced amenities. It is further agreed that the Developer shall in no manner be responsible or liable for any misuse, injuries, casualties/ calamities, or any damages of whatsoever nature caused to any person or property.
- iii. The Purchaser/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which includes operation of the rainwater harvesting, bio compost plant (if any), etc. The Purchaser/s hereby gives his/her/their consent and no objection to the Developer and/or the Society, as the case may be, or the maintenance company engaged by the Society, as the case may be, to operate and run facilities such as sewage treatment plant, rainwater harvesting, etc. as per the rules and regulations imposed by the concerned authorities.
- iv. The Purchaser/s herein agrees and covenants that for safety reasons, he/she/they shall be allowed to visit and inspect the said Unit during the course of construction with prior permission of the Developer and at a pre appointed time and date only.

- v. The Purchaser/s shall not be entitled to carry out any structural modification or charges in the said Unit during or after the construction of the said Unit without the prior written permission and consent of the Developer and/or the Society, as the case may be. All structural modifications and changes shall only be carried out at the discretion of the Developer and/or the Society, as the case may be.
- vi. There is a possibility that there may be some drainage lines, water lines or other utility lines under the parking spaces which is/are allotted to the Purchaser/s in the manner as stated in this Agreement and the Purchaser/s after taking possession thereof shall permit the Developer and/or their nominees or the maintenance company to access the same for repairs and maintenance and for the same the Purchaser/s shall temporarily remove his/her/their vehicles from the parking area for carrying on such maintenance works and repairs.
- vii. The grant of completion/occupation certificate by the concerned authority, in respect of the said Unit shall be conclusive proof as to completion of construction of the said Unit.
- viii. The Purchaser/s herein admit/s and agree/s to always admit that the Developer are always ready and willing, upon receipt of all payment payable by the Purchaser/s under this Agreement to the Developer, to hand over the possession of the said Unit on its completion.
- ix. If at any time, any additional tax/ duty/ charges/ premium/ cess/ surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation notification order/either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said Property or the said Unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Purchaser/s, from the date of assessment of such taxes by the Authority. The Purchaser/s hereby always indemnifies the Developer from all such levies cost and consequences.
- x. The Purchaser/s is/are hereby prohibited from raising any objection in the matter of sale of other Units, allotment of exclusive right to use parking spaces, garage, terrace/s, garden space/s, space/s for advertisement, installation or wireless communication towers 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, by executing these presents, have given his/her/their permission.
- xi. 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 Property and Building or any part thereof except the said Unit. The Purchaser/s shall have no claim save and except in respect of the said Unit 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 Society, as may be floated by the Developer.
- xii. Any delay tolerated or indulgence shown or omission on the part of the Developer in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser/s by the Developer shall not be construed as the waiver on the part of the Developer 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 Developer.
- xiii. Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the Parties hereto that, the Developer shall have all the rights under this Agreement and other agreements in respect of the other Unit shall be subsisting until all the payments inclusive of

the amount of consideration, in respect of all the Unit in the Building is received by the Developer.

- xiv. The Developer herein has not undertaken any responsibility nor have they agreed anything with the Purchaser/s orally or otherwise and there is no implied agreement or covenant on the part of the Developer, other than the terms and conditions expressly provided under this Agreement.
- xv. If any marginal open space adjacent to the Building, at ground floor or adjacent terrace or terrace above any Unit, has/have been allotted by the Developer to the purchaser of any Unit in the Building, such respective purchaser of the such Unit 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 Unit in the Building commit breach of this condition, the Developer herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective Unit buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser/s herein undertakes to abide aforesaid condition and undertakes not to erect any type of structure in any Unit being allotted as an exclusive right to use the terrace, open space, parking space etc. along with the said Unit, if any.
- xvi. In case after the possession of the said Unit is handed over to the Purchaser/s and the Purchaser/s let/s out or rent/s or lease/s or give/s on leave and license basis the said Unit, then in such an event, the Purchaser/s shall inform in writing to the Developer and/or the Society, as the case may be, the details of such tenant or licensee or care takers.
- xvii. The Parties additionally confirm that the period for which registration shall be valid or the handing over of the delivery of the possession as laid down in clause 9 of this Agreement shall extended in conformity with and for reason being force majeure conditions in line with Rule 6 (a) of the Regulation.

17. DEVELOPER'S EXCLUSIVE RIGHT TO DEAL WITH THE RESTRICTED AREAS AND FACILITIES:

The Developer shall have the exclusive right to deal with the restricted areas and facilities and the Purchaser's agree that he/she/they shall not raise any objections about the same anytime in the future.

18. REPRESENTATIONS AND WARRANTIES BY THE OWNERS AND DEVELOPER

- i. The Owners have clear and marketable title with respect to the said Property, as declared in the Title Report annexed to this Agreement and the Developer has the requisite rights to carry out development upon the said Property and also has actual, physical, and legal possession of the said Property for the implementation of the said Property.
- ii. The Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development of the said Building.
- iii. There are no encumbrances upon the said Property save and except those disclosed in the Title Report and/or in this Agreement.
- iv. There are no litigations pending before any Court of Law with respect to the said Property or Building save and except those disclosed in the Title Report and/or in this Agreement.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the said Property and said Building are valid and subsisting and have been obtained by following due

process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Property and the said Building shall be obtained following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Property and the said Building and common areas.

- vi. The Developer has a right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected.
- vii. The Developer has not entered into any agreement for sale or any other agreement with any person/s or party with respect to the said Unit, which will in any manner affect the rights of the Purchaser/s under this Agreement.
- viii. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/s in the manner contemplated in this Agreement.
- ix. Upon procuring the requisite completion/occupancy certificate/s for the Units, including the Unit purchased by the Purchaser/s, in the Building developed on the Property and on receipt of the entire Consideration in a timely manner from such Purchases, the Developer shall hand over lawful, vacant, peaceful and physical possession of the said Property, along with lawful right, title, interest and vacant, peaceful and physical possession of the said Building and common areas of the structure to the Society, as the case may be, and the Units to their respective Unit purchasers.
- x. Until Completion, the Developer has duly paid and discharged the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the said Building to the concerned authorities.
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including notice for acquisition or requisition of the said Property) has been received or served upon the Developer in respect of the said Property and/or the said Building, save and except those disclosed in the Title Report and/or in this Agreement.

19. COVENANTS AS TO THE USE AND MAINTENANCE OF THE SAID UNIT ETC.

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

- i. To maintain the said Unit at the Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Unit is taken and shall not do or cause to be done anything or suffer to be done anything in or to the said Unit or the Building in which the said Unit is situated, including any staircase 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 Unit and/or to the Building in which the Unit is situated Unit or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in/outside the said Unit or 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 or any other authority or under any law and shall not carry out or caused to be carried out heavy packages up-to upper floors, which may damage or is likely to damage staircase, common

passages, lift/elevator or any other structure of the Building including entrances of the Building in which the said Unit is situated and in case any damage is caused to the Building in which the said Unit is situated or the said Unit on account of the negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for all the consequences of the breach.

- iii. To carry at his/her/their own cost/s all internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s. 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 Developer. Further the Purchaser/s 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. 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.
- iv. 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 Unit or any part thereof and not to make any addition or alteration in the elevation and outside colour scheme of the Building in which the said Unit is situated and shall keep the portion, 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 parts or other structural members in the said Unit without the prior written permission of the Developer and/or the Society, as the case may be.
- v. Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said Property and the Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or any portion of the said Property and the Building in which the said Unit is situated.
- vii. Not to install any satellite TV Dish or TV Antenna, broad band antenna or any similar device on the balconies or terrace attached to the said Unit or the open terrace. Prior written permission for installation of such devices shall have to be obtained from the Developer and/or the Society, as the case may be, and shall only be installed on the top terrace at predetermined places and all wirings cabling shall be done only through designated ducts.
- viii. Pay to the Developer within 15 (fifteen) days of demand by the Developer, his/her/their share of security deposit demanded by the concerned authority or Government for giving water, electricity or any other service connection to the Building in which the said Unit is situated.
- ix. To bear and pay the local taxes, water charges, insurance and such other levies, if any, from the date of their assessment / completion certificate, whichever is earlier, in respect of the said Unit 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 Unit by the Purchaser/s for any purposes other than for the purposes as shown in the sanctioned plan.
- x. The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of/under this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser/s to the Developer under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and

conditions of this agreement and until the Purchaser/s has/have intimated in writing to the Developer and/or the Society, as the case may be, and obtained written consent thereof.

- xi. The Purchaser/s shall observe and perform all the rules and regulations which the Society may have and/or would adopt and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the said Property and Building which are and the Units therein and for observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government or other public bodies. The Purchaser/s shall observe and perform all the stipulations and conditions laid down by the Society, regarding the occupation and use of the Unit 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.
- xii. Till the handover of the said Property and Building in which the said Unit is situated to the Society, the Purchaser/s shall permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Unit and the said Property and said Building or any part thereof to view and examine the state and conditions thereof.

20. NAME OF THE BUILDING/S

- i. Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the Parties hereto that, the Developer herein has decided to have the name of the Project/Building “**Dhansampada**” and further erect or affix Developer name board at suitable places as decided by the Developer herein on the said Building and at the entrances of the scheme or on the terrace /roof or on water tank of the Building.
- ii. The Purchaser/s or other Unit holders in the building or its successors are not entitled to change the aforesaid Building name and remove or alter Developer’s name board in any circumstances. This condition is essential condition of this Agreement.

21. MEASUREMENT OF THE AREA OF THE SAID UNIT

- i. It is specifically agreed between the Parties hereto that, in this Agreement carpet area of the said Unit and adjacent terrace and open balcony are stated.
- ii. “Carpet Area” shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, area under service shafts, exclusive balcony appurtenant to the said Unit for the exclusive use of the Purchaser/s or verandah area and exclusive open terrace area appurtenant to the said Unit for the exclusive use of the Purchaser/s, but includes the area covered by the internal partition walls of the said Unit. Explanation – For the purpose of the definition of carpet area (i) “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable area of the said Unit, meant for the exclusive use of the Purchaser/s, (ii) “exclusive open terrace area” means the area of the open terrace which is appurtenant to the net usable area of the said Unit, meant for the exclusive use of the Purchaser/s and (iii) “walls” would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or shear wall(s) or wall made from bricks or blocks or precast material or drywalls or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall.
- iii. The Developer shall confirm the final carpet area that has been allotted/purchased to and by the Purchaser/s after the construction of the Building is complete and the occupancy certificate is

granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developer shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

- iv. After taking the possession of the said Unit by the Purchaser/s it shall be presumed the Purchaser/s has/have no grievance under whatsoever head including as regards to carpet area, height, length and width etc. of the said Unit.

22. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Developer executes this Agreement, they shall not mortgage or create a charge on the said Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has/have taken or agreed to take the said Unit.

23. CAR PARKINGS

- i. It is hereby agreed that though the car parking and scooter parking area, whether covered or open, shall be owned by all the Unit owners or the Society, as the case may be, it is the necessity and requirement of the Unit purchasers that various parking spaces be distributed/allotted amongst them to have orderly and disciplined use and to avoid confusions, dispute and differences amongst them. With this view, the Developer on the request of the Purchaser/s herein will keep and maintain a register/record of such designations/selections of parkings to be done by the Purchaser/s amongst themselves which selections are to be confirmed by the all the Unit purchasers in the Building or the Society. Parking allotment will be done at a later stage at the time of the construction of the said Building, as decided and finalized solely at the discretion of the Developer, however the Developer assures to allot [] [covered/open] car park to the Purchaser/s.
- ii. The Developer has not taken any consideration for such selection and allotment of parking spaces. It is specifically agreed by the Purchaser/s herein that the above work is being done by the Developer ex-gratia on the request of the Purchaser/s and that if for any reason it be held that such selection/designation of parking/s by the purchasers of the Units themselves is not proper then the purchasers of the Units in the Building (including the Purchaser/s herein) shall be entitled to use the entire parking area in common with the other Unit purchasers.
- iii. All the Unit purchasers in the Building (who have till this date booked Units in the said scheme) have amongst themselves, for sake of orderly use and avoidance of any disputes in future by their own volition, selected car parkings amongst themselves on first come first serve basis and have agreed amongst themselves to get the said allotments being duly approved by the Developer and the same shall form a part of the ultimate handover in favour of the said Society.

- iv. The Unit purchasers amongst themselves agree that the selection and allotment shall be final, irrevocable, and binding amongst all of them and the said right shall be perpetual and run along with their respective Units and shall be heritable and transferable along with their respective Units and shall not be separated.

24. BROCHURE/ADVERTISING MATERIAL

It is specifically understood that the brochure/s published as an advertisement material and sales plans contain various features such as furniture layout in a Unit, vegetation and plantation shown around the building, scheme, color scheme, vehicles etc. to increase the aesthetic value only and are not facts and are not agreed to be provided. These features/amenities are not agreed to be developed or provided by the Developer. The concept Unit made by the Developer may contain many civil and furniture upgrades to increase the aesthetic value only and are not facts and are not agreed to be provided by the Developer and the same are not standard amenities which are agreed to be provided.

25. TAX DEDUCTED AT SOURCE

- i. If any deduction of an amount is made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under the Income Tax Act, 1961 or any other prevailing law while making any payment to the Developer under this Agreement shall be acknowledged / credited by the Developer, only upon Purchaser/s submitting Original Tax Deducted at Source Certificate and the amount mentioned in the Certificate is matching with Income Tax Department site to that effect.
- ii. Provided further, that at the time of handing over the possession of the said Unit, if such Certificate of TDS is not produced to the Developer, the Purchaser/s shall deposit equivalent amount as interest free deposit with the Developer and which deposit shall be refunded by the Developer on the Purchaser/s producing/furnishing such Certificate within 4 (four) months of the possession of the said Unit being handed over. Provided further that in case the Purchaser/s fail/s to produce such TDS Certificate within the stipulated period of 4 (four) months, the Developer shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

26. 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 supplementary agreement/s or conveyance deed of the super structure which is/ are to be executed by the Developer in favour of the Purchaser/s and the Society.

27. BINDING EFFECT

Forwarding this Agreement to the Purchaser/s by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s, until, firstly, the Purchaser/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the payment plan detailed under Schedule V of this Agreement hereto within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub Registrar as and when intimated by the Developer. If the Purchaser/s fail/s to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/s and/or appear before the Sub Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of receipt of such notice by the Purchaser/s, application of the Purchaser/s shall be treated as

cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever and subject to deductions as mentioned in the booking form.

28. ENTIRE AGREEMENT

This Agreement along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regards to the said Unit.

29. RIGHT TO AMEND

This Agreement shall only be amended or modified through written consent of the Owners, Purchaser and Developer and by executing necessary supplementary deeds and documents thereto.

30. PROVISIONS HERETO APPLICABLE TO SUBSEQUENT PURCHASER/S

It is clearly understood and also agreed by the Parties hereto that all the provisions contained in this Agreement and the obligations arising hereunder in respect of the Building shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Unit in case of a transfer, as the said obligation go along with the said Unit for all intents and purposes.

31. SEVERABILITY

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

32. CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchasers in the Building, the same shall be in proportion to the Total Area of the said Unit to the Total Area of all the Units in the Building. The Total Area shall be equal to Carpet area + Open / Enclosed Balconies + Terraces + Usable areas.

33. FURTHER ASSURANCES

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

34. PLACE OF EXECUTION

The execution of this Agreement shall be complete upon its execution by the Developer at the Developer office at Pune. After this Agreement is duly executed by the Parties, this Agreement shall be registered

with the office of the Sub Registrar. Hence this Agreement shall be deemed to have been executed at Pune.

35. REGISTRATION

The Purchaser/s shall present this Agreement as well as any other deeds, documents etc. which are to be executed by the Parties hereto in pursuance of these presents, at the proper registration office for registration within the time limit prescribed under the Registration Act and Developer after receiving written intimation will attend such office and admit execution thereof.

36. SERVICE OF NOTICE

- i. All notices to be served on the Developer or the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Developer or the Purchaser/s, as the case may be, by/ under Registered Post A.D and notified by E-mail at his/her/their address/es specified in the title clause of this Agreement or at the address intimated in writing by the Developer or the Purchaser/s after execution of this Agreement.
- ii. In change of any address, telephone number, email address of any party, such party shall inform the same to the other party forthwith and if the same has not been communicated, the communications and letters posted at the original address shall be deemed to have been received by the Developer or the Purchaser/s, as the case may be.
- iii. In case of joint purchasers, all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.

37. DISPUTE RESOLUTION

Any dispute between the Parties shall be settled amicably. In case of failure to settle the disputes amicably, the same shall be referred to authorities as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder.

38. EFFECT OF LAWS

- i. The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
- ii. This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016, The Maharashtra Ownership Units (Regulation of the promotion, of The Construction, Sale, Management and Transfer) Act, 1963 and The Maharashtra Co-operative Societies Act, 1960, and the rules made thereunder.
- iii. The Courts in Pune shall have jurisdiction to try and entertain any matter arising out of this Agreement, except as may have been specified in this Agreement.

39. INTERPRETATIONS

- i. The Purchaser/s hereby declare that all the recitals, including but not limited to the declarations, representations and warranties as may be set out in the recitals of this Agreement shall form an integral part of the terms of this Agreement and shall be construed accordingly to be binding on the Parties.
- ii. In this Agreement, any reference to any statute and other legislation shall include statutory instruments, regulations and orders issued under the legislation and, where the context requires,

all amendments, re-enactments or consolidations thereof; and the provisions of any earlier statute or other legislation of which the said reference is itself an amendment, re-enactment or consolidation;

- iii. Words denoting one gender include all genders,
- iv. Words denoting the singular include the plural and vice versa;
- v. Clauses and paragraph headings are inserted for case of reference only and shall not affect construction and the descriptive headings of the various clauses of this Agreement are inserted for convenience only;
- vi. Reference to the Recital, Clauses, Sub-Clauses, Paragraphs, Sub-paragraphs, Annexures and Schedules are to the recital, clauses, sub-clauses, paragraphs, sub-paragraphs, annexures and schedules of and to this Agreement;
- vii. Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by including the day on which the period commences and including the day on which the period ends and by extending the period to the following working day if the last day of such period is not a working day;
- viii. The words “include”, “including” and “in particular” shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words; and
- ix. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.

SCHEDULE I

DESCRIPTION OF THE PROPERTY

All that piece and parcel of land bearing Plot No. 8 and 9, S. No. 37/A/2, corresponding CTS 149, Erandwane, Pune, totally admeasuring about 1269.5 sq. mtrs., within the limits of the Pune Municipal Corporation and within the Registration Sub-District of Taluka Haveli, District Pune and is bounded as follows:

East : By CTS No. 153,
South: By 6 m road and Plot No 07 and 10,
West : By Open Space and
North : By Canal Road
Together with building standing thereon and all the appurtenances thereto

SCHEDULE II

DESCRIPTION OF THE PROJECT/BUILDING

All that piece and parcel of the Building known as “**Dhansampada**” admeasuring **489.94** sq. mtrs. (built up), along with appurtenances, but [including/excluding] the common area and facilities to constructed on the Property described in Schedule I of this Agreement.

SCHEDULE III

DESCRIPTION OF THE UNIT

Name of the Building or Project		Dhansampada
(A)	Residential Unit No.	
(B)	Area as per RERA Act and this Agreement	

	(i)	Carpet area of the said Unit	____ square metres
	(ii)	Carpet area of adjacent open balcony/terraces	____ square metres
	(iii)	Total Carpet area	____ square metres
(C)	Floor		
(D)	Usage		Residential
(E)	Exclusive right to use :		
	(i)	Adjacent Open Terrace	____ square metres
	(ii)	Adjacent Open balcony	____ square metres
	(iii)	Covered/Mechanical Car Parking Space	
(F)	Boundaries:		
	On or towards East		
	On or towards South		
	On or towards West		
	On or towards North		
(G)	Undivided Portion in the common areas		

constructed on the Property as described in the Schedule I of this Agreement.

SCHEDULE IV

DETAILS OF THE COMMON AREA, FACILITIES, AMENITIES AND SPECIFICATIONS

[Details to be added]

SCHEDULE V

Payment of instalments of the sale consideration (Payment Schedule)

Refer Clause 1C.

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

SIGNED SEALED AND DELIVERED by the within
named Developer and/or Promoter, **M/s. Ranjekar Realty
LLP**, through its Authorized Partner, **Mr. Aniruddha
Ravindra Ranjekar**.

SIGNED SEALED AND DELIVERED by the within
named then **Purchaser/s**

[]

[_]

SIGNED SEALED AND DELIVERED by the within named the **Owners or Consenting Party or Co-Promoter, Dhansampada Co-operative Housing Society Limited** through its Chairman, Mr. Jayavant Janardan Divekar, Secretary, Mr. Swapnil Dnyaneshwar Belhe, and Treasurer, Mrs. Padmini Anil Joglekar AND **Members of Dhanasampada Co-operative Housing Society** being Mr. Manoj Sundarlal Pardeshi, and Mrs. Sunita Manoj Pardeshi; Mr. Hemakant Gajanan Deshpande, Mr. Anil Ganesh Dhekane, Mrs. Meena Subhash Purohit, Mrs. Shailaja Prakash Kulkarni, Mrs. Shilpa Ameya Katti, Mr. Sakharam Mahadeo Malshe, Mr. Bhaskar Chintaman Joshi, Mrs. Vrishali Bhaskar Joshi, Mr. Swapnil Dnyaneshwar Belhe, Mr. Sahil Dilip Panse, Smt. Hemlata Bhaskar Upasani, Ms. Chitra Bhaskar Upasani, Mr. Sudhir Sitaram Sardesai, Ms. Madhura Vishnu Phatak, Mrs. Padmini Anil Joglekar, Mrs. Sadhana Gururaj Lachyan, Mr. Jayavant Janardan Divekar, Mrs. Vibhavari Jayawant Divekar **through their Power of Attorney Holder M/s. Ranjekar Realty LLP**, through its Authorized Partner, **Mr. Aniruddha Ravindra Ranjekar**

WITNESSES:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

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.

1. [Name]

[Signature]

2. [Name]

[Signature]

ANNEXURES

Annexure A

Copy of the Sanctioned Plan and/or Layout Plans of the Property

Annexure B

Copy of the sanctioned Building, floor plan, parking plans
(Unit highlighted herewith)

Annexure C

Copy of Commencement Certificate

Annexure D

RERA Certificate

Annexure E

Copy of Index II of Development Agreement

Annexure F

Copy of Certificate of the Title of the said Property issued by the Advocate of the Developer

Annexure G

Copy of Revenue Record (Property Card) of the Property

Annexure H

Photo Identity Proofs