

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AND EXECUTED AT PUNE
ON THIS ____ DAY OF ____IN THE YEAR TWO THOUSAND TWENTY
FIVE.

BETWEEN

KUMAR PRISM REALTY LLP, a Limited Liability Partnership
incorporated under the Limited Liability Partnership Act, 2008 having
its registered office at Kumar Capital, 3rd Floor, 2413, Kumar Capital,
East Street, Camp Pune 411 001, represented through its, Designated
Partner Shri. Rajas Vimalkumar Jain Hereinafter referred to as "**THE
PROMOTER**" (which expression shall unless it be repugnant to the
context or meaning thereof be deemed to mean and include the said
LLP, its Designated Partner/s, their successors, executors,
administrators and permitted assigns) **PARTY OF THE FIRST PART.**

AND

Name

Age - Years, Occupation

PAN -----

Residing at -----

Hereinafter referred to as "**THE ALLOTTEE/s**" (which expression
shall unless repugnant to the context or meaning thereof be deemed
to mean and include the said Allottee/s, Purchaser/s, his/her/their
heirs, executors, successors, shareholders, administrators and
assigns) **PARTY OF THE SECOND PART.**

WHEREAS the Promoter herein is well and sufficiently entitled to the rights, title and interest of all that piece and parcel of the portion of land admeasuring **14203.11 sqmtrs.** being portion of land from and out of the total area of the land bearing **City Survey Number 1970 (p)**, bearing previous corresponding original Old Survey No. 44A/12/2 having new S. No. 44A/12C admeasuring 10200 sqmtrs. and the land bearing Old Survey No. 44A/12/1/2 having new S. No. 44A/12B admeasuring 6000 sqmtrs. lying being and situated at Village - Mundhwa, Taluka - Pune City, District - Pune, within the limits of the Pune Municipal Corporation and is more particularly described in the **Schedule – IA** written hereunder and is hereinafter referred to or called as the **“Said Entire Land or Said Entire Property”** for the sake of convenience

AND WHEREAS as per the layout and building plan in respect of the Said Entire Property has been approved by the Pune Municipal Corporation vide sanction No. CC/2765/2025 dated 15/10/2025. As per the approved layout plan out of the total area of the Said Entire Property a portion of land admeasuring **4921.08 sqmtrs.** is affected under 24 meter wide D.P. Road, a portion of land admeasuring **515.98 sqmtrs.** is affected under 36 meter wide D.P. Road and a portion of land admeasuring **620.92 sqmtrs.** is under Nala Garden Reservation. After deducting the said portions of land under Road and Nala Garden an area of land admeasuring **8145.13 sqmtrs.** remained with the Promoter for Development out of which an area of land admeasuring **984.13 sqmtrs.** is left towards Open Space. The said area of land admeasuring **8145.13 sqmtrs.** remaining with the Promoter for Development out of the Said Entire Property is more particularly described in the **Schedule – IB** written hereunder and is hereinafter referred to or called as the **“Said Property”** or the **“Project Land”** for the sake of convenience.

AND WHEREAS the Promoter decided to carry out development and construction on the Said Property described in **Schedule – IB** in phase wise manner / different phases under the name and style / known as **“KUMAR PRISM TOWER”** [Hereinafter referred to as the **"Said Scheme"** for the sake of convenience].

AND WHEREAS the development and construction of the Said Scheme known as **“KUMAR PRISM TOWER”** on the Said Property in phase wise manner / different phases includes construction of the **proposed building Nos. A and B**. The proposed Building Nos. A and B shall consist of Basement – 1, Basement – 2, Ground / parking, Upper Ground, Podium Parking -1, Podium Parking – 2 Plus 34 (thirty four) upper floors. There shall be Commercial Shops on the Ground Floor and Upper Ground Floor of the proposed A and B Building in the Said Scheme.

AND WHEREAS as per the Development Control (DC) rules / policy laid down by the State Govt. of Maharashtra. / the Unified Development Control and Promotion Regulations 2020 for Maharashtra State “UDCPR”) the construction of the building required to be constructed and handed over to MHADA (Maharashtra Housing and Area Development Authority) for LIG – Lower Income Group/ MIG – Middle Income Group housing (inclusive housing) in relation to the Said Scheme is going to be constructed and provided in the adjacent land bearing S.No. 44A/6 (CTS No. 1970) of village Mundhwa Pune.

AND WHEREAS as per the approved layout plan (Master Layout) in respect of the Said Entire Property approved by the PMC vide sanction No. CC/ CC/2765/2025 dated 15/10/2025 the maximum Floor Space Index (FSI) including Transferable Development Rights (TDR), paid FSI, premium FSI, ancillary FSI and any other FSI /TDR by whatever name called allowed for carrying out construction on the Said Entire Land is admeasuring about **58547.53 sqmtrs.**

AND WHEREAS as per the approved layout plan (Master Layout) and the building plan in respect of the Said Entire Property approved by the PMC vide sanction No. CC/2765/2025 dated 15/10/2025 at present and the Promoter has hereby expressly informed and declared that the Promoter is going to obtain the approval of the building plan in respect of the remaining floors (i.e. upto 34 floors) of the Building Nos. A and B by utilizing the maximum permitted FSI/TDR in respect of the Said Entire Property before completion of the Said Scheme.

AND WHEREAS in the First Phase of development of the Said Property the Promoter has proposed to construct the Commercial Shops on the Ground Floor and Upper Ground Floor of the Building Nos. A and B and the residential Flats upto 14 floors of the Building No. A has been approved by the PMC.

AND WHEREAS the FSI/TDR proposed to be utilized for construction of the Flats upto 14 floors in the proposed Building No. A is admeasuring and the FSI/TDR proposed to be utilised for construction of the Commercial Shops on the Ground Floor and upper Ground Floor of the Building No. A and B is admeasuring out of the total FSI / TDR permitted in respect of the Said Entire Land as per the plans approved by the PMC. The Promoter has further proposed to utilise the remaining maximum permitted FSI/TDR in respect of the Said Entire Land for carrying out the construction of the Building No. A and B upto the 34 Floors by obtaining the further revised plans which may be hereafter obtained approved from time to time. The construction of proposed Building No. A and the construction of the Commercial Shops on the Ground Floor and Upper Ground Floor of the Building No. A is hereinafter referred to or called as the **“Said Building Project” or “Said Project”**) on the Said Property more particularly described in the Schedule – IB written hereunder.

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A) The Promoter reserves its rights to develop the remaining area out of the Said Entire Land as may be deemed fit and proper by the Promoter as per the building plans which may be hereafter approved by the Pune Municipal Corporation (PMC) from time to time as a separate and independent building project by utilising the entire available and future FSI/TDR of the Said Entire Land as disclosed herein. The Promoter has commenced construction of project in phases on the Said Property. Considering the fact that construction of the buildings will be done in phase wise manner and considering the period for completion of all the proposed phases to be constructed on the Said Property, it is likely that there will be change in DC rules and regulations, specifically regarding FSI/TDR potential. The Promoter specifically informs the Allottee and the Promoter reserves its right to utilise all such future FSI/TDR or potential under any name of the Said Entire Land, for construction of the buildings / and or future phases. The Promoter also reserves its rights to revise the plans accordingly for better utilisation of such proposed potential. However, if there are any modifications and or alterations in the plans other than the plans as disclosed herein and provided such changes are prejudicially affecting the unit/flats agreed to be allotted and purchased by the Purchaser herein than subject to the provisions of the RERA 2016 read with the MAHARERA Rules 2017 the necessary approval of the Allottee/s as prescribed thereunder shall be obtained by the Promoter

B) The Promoter has appointed **VOUSSOIRS Architect** of Pune as their Architects and **Sunil Mutalik and Associates** as the Structural Engineer for the preparation of the structural designs and drawings of the Said Building Project. The Promoter accepts the professional supervision of Architect and the Structural Engineer till the completion of the Said Building Project but the Promoter herein has reserved the right to change such Architect and Structural Engineers

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during the construction or before the completion of the building/s.

C) While sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building project and upon due observance and performance of which only the Completion or Occupancy Certificate in respect of the Said Building Project shall be granted by the concerned local authority.

D) The Promoter has registered the Said building Project proposed to be developed on the Said Property with the Real Estate Regulatory Authority, Maharashtra State, under the provisions of The Real Estate (Regulation and Development) Act, 2016 vide registration Certificate No.____ dated _____. The Copy of the said Registration Certificate issued by the Real Estate Regulatory Authority, Maharashtra State is annexed hereto as **Annexure – “F”**.

E) The Allottees herein demanded from the Promoter, and the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Said Entire Land, the said scheme i.e. **Kumar Prism Tower** and the Said Building Project situated therein, and the plans, designs and specifications prepared by the aforesaid Architects of the Promoter, including the disclosure as to future/proposed potential of the Said Entire Land and right of the Promoter in respect thereof and the copies of various orders and / permissions and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (**“MOFA”**), Real Estate (Regulation and Development) Act, 2016 (**“RERA”**) along with the rules and regulations formulated thereof;

F) The copy of the Property Register Card (PRC) extract, the copy of

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Title Report issued by the Advocate of the Promoter, in respect of the Said Entire Land which includes the Said Property and the copy of the plan of the Flat agreed to be purchased by the Allottee/s and approved by the Pune Municipal Corporation have been annexed hereto & marked as **Annexure "A","B" and "C"** respectively; The Copy of the layout plan approved by the Pune Municipal Corporation is attached herewith as **Annexure "D"**.

AND WHEREAS after the Allottee's enquiry, the Promoter requested the Allottee/s to carry out independent necessary search by appointing his/ her/ their own Advocate and to ask any queries he /she/they had regarding the title and the nature of the title of the Promoter in respect of the Said Entire Land and the Allottee/s has/have satisfied himself / herself / themselves about the marketable title and rights of the Promoter in respect of the Said Property and therefore, agreed to purchase the Flat No. _____ situated on the _ floor in the building No. _____ in the Said Building Project. The Carpet Area of the Said Flat is _____ square meters. The Said Flat is more particularly described in **Schedule - IC** hereunder written and hereinafter for the sake of brevity and convenience referred to as **"THE SAID FLAT")**;

[Explanation – "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee, exclusive dry balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.]

In addition to the above mentioned carpet area of the Said Flat an exclusive balcony admeasuring _____sq.mtrs, an exclusive dry balcony admeasuring _____sq.mtrs _____ appurtenant to the said Apartment for exclusive use of the Allottee and an exclusive open terrace admeasuring _____sq.mtrs is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

AND WHEREAS the Purchaser/s is/are aware of the fact that the Promoter has entered or will enter into similar and/or separate Agreement/s with several other person/s and/or party/ies in respect of Flats / units / shops/tenements/ premises etc., in the Said Building Project. The Allottee is also fully aware of the fact that save and except the Said Building Project, the construction whereof is presently in progress, the Scheme of development of the Said Property / remaining area out of the Said Property (i.e. the development / construction of the other buildings in the said scheme /in the phase – II. as mentioned above) is subject to change and / or modification, as may be deemed fit and proper by the Promoter as well as the sanctioning authority and the Purchaser has /have no objection to the same.

Relying on the representation, declaration and the assurance from the Allottee about his/her/their satisfaction of marketable title and authority of the Promoter to develop the Said Entire Land, and that the Allottee, having fully understood all the disclosures made by the Promoter, the Promoter herein agrees to sell and the Allottee/s herein agrees to purchase the Flat No. ____having Carpet Area admeasuring ____ square meters situated on the ____floor in the building No. ____at or for the total consideration of Rs. ____/- (Rupees ____Only) in the Said Building Project in the scheme known as “**KUMAR PRISM TOWER PHASE – I**” Which flat is as described in the **Schedule - IC** written hereunder, (hereinafter referred to as “**the Said Flat**”).

The Purchaser/s herein prior to/at the time of the execution of these presents has/have paid to the Promoter a sum of Rs. ____/- (Rupees Only) being the earnest money / the part payment of the sale consideration towards the sale of the said flat and receipt whereof the Promoter doth hereby admit and acknowledge and the Purchaser has agreed to pay the balance amount of the consideration in the manner appearing hereinafter.

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Under section 13 of The Real Estate (Regulation and Development) Act, 2016 the Promoter is required to execute a written agreement for sale of the said Flat in favour of the Allottee / the Purchaser/s being in fact these presents and the parties are required to register the same under the Registration Act 1908. The Flat Purchaser shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS
UNDER**

1. The parties hereto agree and confirm that the term Said Entire Land referred in this Agreement anywhere agreed and admitted to mean and include:

i. all that piece and parcel of the portion of land admeasuring **14203.11 sqmtrs.** being portion of land from and out of the total area of the land bearing **City Survey Number 1970(p)**, bearing previous corresponding original Old Survey No. 44A/12/2 having new S. No. 44A/12C admeasuring 10200 sqmtrs. and the land bearing Old Survey No. 44A/12/1/2 having new S. No. 44A/12B admeasuring 6000 sqmtrs. lying being and situated at Village - Mundhwa, Taluka - Pune City, District - Pune, within the limits of the Pune Municipal Corporation and is more particularly described in the **Schedule – IA** written hereunder along with the rights to use and utilize present and future F.S.I. / FAR available against the lands described in Schedule - IA written hereunder, and Transferable Development Rights available against the land described in **Schedule-IA** written hereunder and to

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use the same elsewhere and use and load the Transferable Development Rights upon the lands described in Schedule IA written hereunder and along with the rights to use and utilise the increased / extra F. S. I. available in respect of the lands described in Schedule IA, written hereunder as and when the same becomes available due to change in rules, new policies or otherwise.

1.1) The parties hereto agree and confirm that the term Said Property referred in this Agreement anywhere agreed and admitted to mean and include:

All that pieces and parcels of the area of land admeasuring **8145.13 sqmtrs.** more particularly described in the **Schedule – IB** written hereunder whereupon the Said Scheme known as “**KUMAR PRISM TOWER**” is proposed to be developed in phase wise manner / different phases and which includes construction of the **proposed building Nos. A and B**. The proposed Building Nos. A and B shall consist of Basement – 1, Basement – 2, Ground / parking, Upper Ground, Podium Parking -1, Podium Parking – 2 Plus 34 (thirty four) upper floors. There shall be Commercial Shops on the Ground Floor and Upper Ground Floor of the proposed A and B Building in the Said Scheme.

1.2) “The Said Building Project” i.e. Kumar Prism Tower Phase – I means the construction of proposed Building No. A consisting of Basement – 1, Basement – 2, Ground / parking, Upper Ground, Podium Parking -1, Podium Parking – 2 Plus 34 (thirty four) upper floors and the construction of the Commercial Shops on the Ground Floor and Upper Ground Floor of the Building No. A and B to be constructed on the undivided portion of land out of the Said Property as per the building plans approved by the Pune Municipal Corporation from time to time.

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1.3) “Carpet Area” shall mean the net usable floor area of the said flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said flat for exclusive use of the purchaser and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the said flat.]

1.4) “Covered parking space” means an enclosed or covered area as approved by the Pune Municipal Corporation as per the applicable Development Control Regulations for parking of vehicles of the Purchasers which may be in basements and/or stilt and/or podium in the Said Building Project;

1.5) “FSI “or” Floor Space Index” shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;

1.6) Open space/s includes the designated area/s which is/are shown or which will be shown as Open Space in the revised sanctioned layout / building plan of the Said Entire Land which is sanctioned by the Pimpri Chinchwad Municipal Corporation vide sanction No. CC/2765/2025 dated 15/10/2025.

1.7) 1.7 (i) Common Amenities includes the Purchaser’s right to use internal roads, drainage lines, water lines, service lines, open spaces etc. which will be provided by the Promoter with respect to Said Property, as per the plans sanctioned by the Pune Municipal Corporation, right to use staircase, common passage etc.

1.8) Right to use the Club House (i.e. the Common Club House

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facility and the Swimming pool, provided in the Scheme "KUMAR PRISM TOWER" for the use and enjoyment by all the flat purchasers in all the buildings proposed to be constructed on the Said Property in the First Phase as well as Second Phase i.e. the Building Nos. A and B to be constructed on the Said Property. All the flat purchasers in the Building Nos. A and B proposed to be constructed on the Said Property in phases/ different RERA project within the Said Scheme – Kumar Prism Tower will be entitled to use the said Club House facility and Swimming Pool facility However subject to the norms / rules and charges / deposit amount as may be framed by the Promoter/the Society from time to time and right to use the land appurtenant to the building in which the flat is located. THE PURCHASERS/ALLOTTEES OF SHOPS IN THE SAID BUILDING PROJECT WILL NOT BE ENTITLED TO USE AND ENJOYMENT OF THE CLUB HOUSE AND SWIMMING POOL AND OTHER COMMON RECREATIONAL FACILITIES AND AMENITIES PROVIDED IN THE SAID BUILDING PROJECT.

1.9) Internal Roads and Pathways, which are provided in the layout of the Said Property.

1.10) The List of Common Areas and Common facilities is mentioned in **Schedule – II** written hereunder

1.11) Phase – I means the building No. A and the Shops in the Building Nos. A in the said scheme constructed by the Promoter on an undivided portion of land out of the Said Property. Phase – II means the construction of the REMAINING building i.e. the Building No. B as shown on the layout in the Said Scheme on an undivided portion of land out of the total area of the Said Property, by utilising FSI / TDR out of the total FSI / TDR of the Said Entire Land.

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1.12) The body means the proposed one Single Co-operative Housing Society of all the Flat and Shop Purchasers in the Said Building Project as well as the Flat Purchasers of the proposed Building No. B to be developed on the Said Property described in Schedule – IB that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the Said Scheme (Kumar Prism Tower consisting of Building Nos. A and B) .

1.13) Said property means rights of the Promoters in the Said Property and ownership rights in the buildings, which will be constructed upon the Said Property.

2. The Promoter hereby agrees to sell and the Allottee hereby agrees to purchase from the Promoter the Flat bearing No. having Carpet Area admeasuring ____ square meters situated on the ____ floor in the building No. __ in the said building project and which flat is as described in the **Schedule – IC** hereunder written, (hereinafter referred to as “the said flat”) at or for the total consideration of Rs. ____/- (Rupees __ only) which includes the proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities appurtenant to the said flat are more particularly described in the **Schedule - II** written hereunder, but the said price does not include the cost of the extra and/or any other amenities and facilities, provided other than the amenities and facilities as described in the "**Annexure- E**" annexed hereto. The above said consideration does not include the expenses for Stamp Duty, Registration Charges, GST and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Purchaser/s separately as and when the same will be due or payable under this agreement.

2b) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee / the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

2c) The Promoter shall confirm the final carpet area that has been allotted to 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 3% (three percent). The Total Aggregate Consideration payable for the carpet area over and above 3% shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules formulated under the RERA 2016, 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 Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Schedule mentioned hereinbelow and in any event before handing over the possession of the Said Flat to the Purchaser. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

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2d) The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his / her name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

2e) 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 _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, the Promoter has opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively in the following manner :.

Amount	Percentage	Particulars
(Rs)	(%)	
Rs. _____	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.
Rs. _____	10%	Payable by the Allottee to the Promoter on completion of Basement Slab (1st Slab) of the

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Amount	Percentage	Particulars
		subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Plinth (2nd Slab) of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Fourth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Sixth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Eighth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Tenth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Twelfth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Fourteenth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Sixteenth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Eighteenth Slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Twentieth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Twenty Second Slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Twenty Fourth slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Twenty Sixth Slab of the subject building.
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Twenty Eighth slab of the subject building.

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Amount	Percentage	Particulars
Rs. _____	2%	Payable by the Allottee to the Promoter on completion of Thirtieth Slab of the subject building.
Rs. _____	4%	Payable by the Allottee to the Promoter on completion of Thirtieth Slab of the subject building.
Rs. _____	4%	Payable by the Allottee to the Promoter on completion of Last Slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the walls, internal plaster and flooring of the said flat
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion Staircase, Lift wells, Lobbies upto the floor level of the said Apartment
Rs. _____	4%	Payable by the Allottee to the Promoter on completion of doors & windows of the said flat
Rs. _____	6%	Payable by the Allottee to the Promoter on completion of the lifts, external plumbing, electro, mechanical and environment requirements, entrance lobby/s, plinth protection .
Rs. _____	4%	Payable by the Allottee to the Promoter on completion of the water pumps, electrical & sanitary fittings, 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 Flat is located.
Rs. _____	5%	Payable by the Allottee to the Promoter on delivery of possession of the said Flat.
Rs. _____	100%	Total Consideration

2f) Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, 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. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

2g) Provided the Purchaser/s shall not be entitled to claim possession and allotment and transfer of the said Flat until the Purchaser/s has/have paid the full and complete dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.

2h) The Purchaser herein proposed to the Promoter that, the Parking Space provided in the Said Building Project as per the plans sanctioned by the PMC (Pune Municipal Corporation) and for parking the vehicles of the Flat Purchasers in the Said Building Project, may be laid/designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst

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the flat purchasers with respect to the parking space. Therefore, for the convenience of the flat purchasers the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers.

However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers. Subject to this condition the Promoter has agreed to earmark / allocate _____car parking space bearing No. _____ admeasuring _Sq.Ft. having ____Ft. length x____ ft. breadth ____x ft. vertical clearance in the parking provided in the said building project to be used by the Purchaser herein for parking his / her / their vehicle.

The Building _____will have Stack Parking at Stilt Level below Building. Each Stack Parking will be Independent (1 + 1) Stack Machine Having 2 Parkings- one above the other. Expenses towards Maintenance of Stack Machine will be borne by Society of the Said Building Project.

3) It is made clear and agreed by and between the parties hereto that the Promoter shall not be bound to follow the chronological order of any of the above said stages/installments and that the Promoter shall be completely at liberty to choose the chronology of the respective stages of the construction. The Promoter is entitled to merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment provided the amount does not exceed the threshold provided under the RERA & The rules provided thereunder.

3a) The Promoter may complete the remaining building in the

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phase wise manner in the said Scheme – Kumar Prism Tower and give possession of the Shops / Flat therein to the Purchaser/s of such premises. The Promoter and/or his Agents or Contractors shall be entitled to carry on the construction of the remaining building in the phase wise manner in the said Scheme – Kumar Prism Tower and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

3b) The Promoter shall address a demand letter to the Purchaser/s by dispatching the intimation by email to the Purchaser/s on the email ID provided by the Purchaser with a copy under Courier with POD OR RPAD requesting payment of the requisite installment(s) and or other amounts due under this Agreement and the Purchaser/s shall be obliged to make payment of the outstanding amount within a period of seven days from the dated of such demand letter / demand notice issued by the Promoter. The timely payment of the above amounts to be paid by the Purchaser/s to the Promoter as agreed to above, shall be the essence of the contract.

3c) It is hereby agreed that the time for payment as specified above being the essence of the contract and upon any failure of the Purchaser/s to pay the same on due dates, it shall be deemed that the Purchaser/s has / have committed BREACH of this agreement.

3d) In case of three default committed by the Purchaser/s, in payment of the amount, as and within the time agreed to herein, the Promoter shall be entitled to claim interest at the State bank of India highest Marginal Cost of Lending Rate then applicable Plus 2%, compounded quarterly, from the day it becomes payable till the actual receipt thereof, without

prejudice to the other rights of the Promoter available as per the terms and conditions hereof and the statutes.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30 (Thirty) days of resale of the said Unit after deducting 5% (five percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

3f) In the event the Allottee delays in coming forth for the registration of the aforesaid deed of cancellation, no interest shall be payable for such delayed period. Further, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat, the entire delayed period shall be reduced from the interest payable period and the interest payable shall be on the period left after such reduction.

In case refund for the amounts paid such as Stamp Duty,

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Registration Fees etc. shall have to be claimed directly by the Allottee/s from the concerned authority. The Promoter shall not be liable to for the same for any reasons whatsoever.

3g) The standard fixtures, fittings and the amenities to be provided by the Promoter in the said Flat or to the said building are described in **Annexure-E** hereto, and the Purchaser/s shall not be entitled to any extras.

3h) For whatsoever reason if the Purchaser herein desire to terminate this agreement / transaction in respect of the said accommodation then, the Purchaser herein shall issue 15 days prior notice to the Promoter as to the intention of the Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with and sell the Said Flat to any other prospective buyers and thereafter refund the amount paid by the Purchaser within a period of thirty days from the date of sale of the said flat.

4) The Promoter hereby declares that as per the Unified Development Control and Promotion Regulations 2020 for Maharashtra State "UDCPR") the FSI including permitted TDR allowed for construction in respect of the Said Entire Property is admeasuring. The Promoter has proposed and intends to utilise the said FSI including the permitted TDR for construction on the Said Entire Land by carrying out construction of buildings thereon.

The Allottee has agreed to purchase the Said Flat based on the proposed construction and sale of Shops and Flats proposed to be carried out by the Promoter by utilizing the maximum permitted FSI /TDR from time to time in respect of the Said Entire Land and on the understanding that the maximum permitted FSI/TDR available from time to time in respect of the Said Entire Land shall belong to the

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Promoter only.

5a) Promoter hereby declares that no part of the said Floor Space Index has been utilized by the Promoter elsewhere for any purpose whatsoever.

5b) The Promoter, declare that the Promoter is entitled to get the Plans revised and modified from PMC for utilization of the maximum permitted FSI / TDR or any residual, extra FSI / TDR made available from time to time for construction in future phase / remaining building of the said scheme as disclosed herein.

5c) The Purchaser/s hereby further give/s and accord/s his / her / their approval for the Plans to be revised and modified from Pune Municipal Corporation (PMC) for utilization of the maximum permitted FSI / TDR or any residual, extra FSI / TDR made available from time to time for construction in future phases of the said scheme as per the disclosures herein given by the Promoter.

Provided, however, that the Promoter shall have to obtain prior consent in writing of at least two-thirds of the allottees in respect of variations or modifications which may adversely affect the Said Flat / Apartment of the Allottee in the said project, except any alteration or addition required by any Government authorities or due to change in law.

5d) The Purchaser/s and/or the ultimate common organization of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or extra F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

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6) The Promoter shall complete the construction of the Said Flat as agreed to herein and shall handover possession of the Said Flat to the Purchaser/s on _____date subject to further grace period of six months.

6a) In case of default/failure on the part of the Promoter to deliver the possession of the said flat to the purchaser within the agreed time period, then in such an event, the Purchaser shall be entitled to terminate this agreement and demand the refund the amount of consideration till then paid to the Promoter along with interest at State Bank of India highest Marginal Cost of Lending Rate + 2% from the date of payment/s thereof. On such termination, the Allottee shall execute and register a Deed of Cancellation in favor of Promoter thereby setting out that the Allottee shall have no further rights, title or interest of whatsoever nature in the said Unit and the Promoter shall simultaneously refund to the Allottee the amounts paid by the Purchaser along with the interest thereon calculated as mentioned hereinabove.

Provided however that the Promoter shall be entitled to reasonable extension of time for giving the possession of the said Flat if the completion of the said flat /the building in which the said Flat is to be situated is delayed on account of :

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

6b) If the Promoter fails to abide by the time schedule and does not hand over possession of the said Flat to the Purchaser/s on the date as mentioned hereinabove and the Purchaser/s decides not to terminate this Agreement, then the Promoter shall be liable to pay interest at the State Bank of India highest Marginal Cost of Lending Rate + 2% on all the amounts paid by the Allottee for every month of delay, till the handing over of possession by the Promoter to the Allottee/s. In such case, where the Allottee has agreed accept the interest amount towards delay in possession he cannot alternatively approach any competent authority for the same reason.

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6c) The Promoter shall on obtaining the Occupancy Certificate from the concerned authority and on the Purchaser/s making all the necessary payment as per the present Agreement, shall within a period of 7 (seven) days of obtaining of such Occupation Certificate offer in writing the possession of the said flat to the Purchaser/s. The Purchaser shall take possession of the said Flat within seven days of the Promoter giving written notice to the Purchaser intimating completion of the construction of the said Flat for use and occupation. From the 8th (eighth) day from the receipt of such letter from the Promoter, the Purchaser/s shall be liable to pay common maintenance charges as hereinafter mentioned and without prejudice to any other remedy available under this agreement or enactment, and the Promoter shall be further entitled to recover the cost of maintaining the said Flat from the date of expiry of the period of seven days as specified in the Promoter's Notice upto the date the Purchaser/s takes actual possession of the said Flat.

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6d) At the time of delivery of possession of the said Flat, the Purchaser/s shall also execute such other documents such as possession receipt, indemnity, declaration etc. as might be required by the Promoter.

6e) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure- E annexed hereto and if within a period of 5 (Five) year from the date of handing over the said Flat to the Purchaser/s (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Flat is ready to be handed over to him/her/it/them), the Purchaser/s brings to the notice of the Promoter any defect in the said flat or building or the material used therein, wherever possible such defects shall be rectified by the Promoter at its own costs and in case if it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA 2016.

Provided however, that the Purchaser/s shall not carry any alteration of whatsoever nature in the said Flat or phase/wing and in specific the structure of the said flat/wing/phase of the said buildings which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any structural modifications and any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in the seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing & workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear & tear and by negligent use of Flat by the occupants etc.

6f) The Promoter has expressly informed the Purchaser/Allottee that the construction of the Said Building Project and the Said Flat is going to be carried out by using MIVAN Technology i.e. ALUMINIUM FORMWORK SYSTEM, the said Technology/system involves the use of aluminum alloy formworks for casting concrete. The construction of the walls (both internal walls in the Flat as well as external walls of the building), slabs, columns, and other structural elements are going to be constructed by using the said MIVAN Technology i.e. ALUMINIUM FORMWORK SYSTEM. There will be no brick walls / or cement / concrete blocks walls in the Said Flat and the Said Building Project. The walls (both internal walls in the Flat as well as external walls of the building) shall be of Reinforced Concrete Walls (i.e. RC Walls).

6g) Since the construction of the Said Flat is going to be carried out by using MIVAN Technology i.e. ALUMINIUM FORMWORK SYSTEM the Purchaser/s shall not carry any alteration of whatsoever nature in the said Flat or in specific the structure of the said flat and the said buildings including the walls and the structural elements of the said flat and the building wherein the said flat is situated.

7) REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

A) The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

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- iii. There are no known encumbrances, including boundary disputes, encroachments, and/or any right, title, interest or claim of any party in or over the said project land, if any, upon the project land or the Project except those disclosed in the title report, so as to assign, convey, transfer and vest the portions of said project land unto the said Society or Body with such title on the execution of the final transfer deeds of the said project land and/or the building;
- iv. There are no known litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/ wing and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the project land, including the Project and the said Flat which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;

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- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/ or the Project except those disclosed in the title report.

**8. RIGHTS, DECLARATIONS, REPRESENTATIONS, COVENANTS
AND OBLIGATIONS OF THE ALLOTTEE:**

i. The Allottee hereby acknowledges that Promoter is entitled to implement the scheme of development in respect of the Said Property and construct buildings and structures on the Said Property in accordance with the sanctions and approvals obtained from the local authorities inter alia the Pune Municipal Corporation (PMC) from time to time and by consuming the entire Development Potential of the said entire Land including on the extra land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as Kumar Prism Tower.

ii. From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses

necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society is formed and the area of the land described in Schedule – IB i.e. the Said Property and building/s constructed thereon are transferred to it, the Purchaser/s shall pay to the Promoter and / or any other thirdparty / person / company/organisation appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined from time to time by the Promoter towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the provisional contribution towards quarterly maintenance expenses/towards the said outgoings for an initial period of 24 months by advance post dated cheques to the Promoter at the time of taking possession of the said flat at the rate of Rs. /- (Rupees Only)per month. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said flat and the Said Property as may be levied from time to time by the concerned authorities. The provisional monthly contribution towards maintenance will be revised/ determined by the Promoter from time to time. The Purchaser agrees to pay such provisional monthly contribution towards the maintenance expenses as may be determined by the Promoter from time to time.

iii. The Purchaser/s shall use the Flat or any part thereof, or permit the same to be used only for the legitimate purpose approved under the building plans and permitted by the local authority. He/She/

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They shall use the parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

9. The Promoters have hereby declared, as is required under the MOFA and RERA that the precise nature of the ultimate body to be formed shall be one Single Co-operative Housing Society of the Flat and Shop Purchasers in the Said Building Project (i.e. the Building No. A and the Shop purchasers of Building No. A) as well as the Flat Purchasers of the proposed Building No. B to be developed on the Said Property described in Schedule – IB that shall be formed by the Promoters for management and maintenance of common areas and the common amenities plus the security and common services etc. with respect to the Said Scheme (Kumar Prism Tower consisting of Building Nos. A and B) which will be constructed upon the land out of the Said Property..

9a) On the Promoter shall within three months from the date of allotting 51% of the total units in the said Project initiate the process to form a Co-operative Housing Society of the said building project.

9a(i) The Promoter will be entitled to form one Single Co-operative Housing Society of the Flat and Shop Purchasers in the Said Building Project as well as the Flat Purchasers of the proposed Building No. B to be developed on the Said Property described in Schedule – IB. The Promoter shall submit an application to the Registrar for registration of the co-operative society. Such application shall be made within a period of three months from the date of the receipt of the occupancy certificate of the last of the building to be constructed in the Layout.

9(a)(ii) It is agreed that for convenience administrative or otherwise, the Promoter shall be at liberty or entitled to:

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a. Promoter shall have option to form one or more than one separate co- operative society for each building project for maintenance of buildings and open spaces allocated for the building/s constructed on the Said Property.

b. Promoter has right to form separate Adhoc Body for maintenance of common areas and amenities which are common for all the buildings.

9b) The Purchaser/s along with other purchasers of Shops and Flats in the Said Scheme – Kumar Prism Towers consisting of building Nos. A and B shall join in forming and registering the proposed one Single Co-operative Housing Society of the Flat and Shop Purchasers in the Said Building Project as well as the Flat Purchasers of the proposed Building No. B to be developed on the Said Property described in Schedule – IB, to be formed and registered by the Promoter in their absolute discretion, and shall file from time to time and execute the applications for registration and / or membership and other papers and documents necessary for the formation and the registration of the Proposed Society/and for becoming a member/s, including the bye-laws of the proposed Co-operative Society and duly fill in, sign and return to the Promoter within time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws, unless it is required by the Registrar or any other Competent Authority. The Purchasers of the Flat and Shop Purchasers in the Said Building Project as well as the Flat Purchasers of the proposed Building No. B to be developed the Said Property will be entitled to the membership rights of such proposed single Society Co-operative Housing Society of the Flat and Shop Purchasers in the Said Building Project as well as the Flat

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Purchasers of the proposed Building No. B to be developed on the Said Property described in Schedule – IB

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

a) To maintain the Flat at Purchaser's own cost in good tenantable repair and condition from the date of possession of the Flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules regulations or bye-laws of concerned local or any other authority or change / alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b) Not to store in the Flat / building / surrounding area any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the said Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structure of building in which the said Flat is situated, including entrances of building in which the said Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.

c) To carry at his/her/their own costs all the internal repairs to

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the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoter to the Purchaser/s and shall not do or cause to be done anything in or to the building in which the said Flat is situated or the said Flat which may be given, the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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 local authority and/or other public authority.

d) Not to demolish or cause to be demolished the said Flat or any part thereof, nor at any time make or cause to be made any addition to or alteration of whatsoever nature in or to the elevation and outside colour scheme of the building in which the said Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Flat without the prior written permission of the Promoter and/or the Society as the case may be.

e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in which the said Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of insurance.

f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or

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any portion of the Said Property and the building in which the said Flat is situated.

g) Pay to the Promoter within seven days of demand by the Promoter, his share of security deposit and expenses demanded by concerned local authority or Government in respect of the said flat.

h) To bear and pay the local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other public authority, on account of change of user of the Flat by the Purchaser/s viz. user for any purposes other than for the permitted purpose. The Purchaser agrees and undertakes to maintain and ensure the operations of the common facilities of the said building project, the common assets of the said building project by contributing required charges for same and as well as agree to contribute the charges to upkeep and to maintain and ensure the operations of the common facilities and common assets provided for the entire Scheme i.e. Kumar Prism Tower such as STP and other facilities.

i) The Purchaser/s shall not let, sub-let, transfer, assign or part with Purchaser/s interest or benefit factor of this Agreement or part with the possession of the said Flat until all the dues payable by the Purchaser/s to the Promoter under this Agreement are fully paid up and only if the Purchaser/s had 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 Promoter and obtaining prior written permission from the Promoter for the same.

j) The Purchaser/s shall observe and perform all the rules and regulations and bye-laws which the Society may adopt at its inception

and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shops and Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

k) Till a conveyance of the structure of the building in which the said Flat is situated and deed of conveyance of the land is executed, the Purchaser/s shall not object the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Said Entire Land and the Said Property and building/s or any part thereof to view and examine the state and conditions thereof. The Promoter shall have such right to enter into and upon the Said Entire Land and the Said Property/building/Flat even after the Purchaser/s is/are put into possession of the said Flat, during the statutory defect liability period.

11. Promoter hereby declares that Promoter is going to develop Said Property in phase wise manner as stated hereinabove by obtaining the respective sanctions and permissions / approvals for the development of respective phase / respective separate building project on the Said Property.

11a) The Promoter herein has obtained sanction of the building/s plan/s to be or constructed on the Said Property and the Promoter herein shall construct the said building/s on the Said Property in accordance with the plans, designs, specifications, revised plans

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approved by Pune Municipal Corporation and which have been seen and approved by the Purchaser/s, with only such variations and modifications as the Promoter may consider necessary or as may be required by Pune Municipal Corporation.

11b) The Promoter hereby agree to observe and perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority. In the event of there being any change in the zoning/other laws that may directly or indirectly affect the development as a result of something beyond the control of the Promoter, the Promoter shall not be held liable.

11c) The Promoter hereby agrees that before handing over possession of the said Flat to the Purchaser/s, and in any event, before execution of deed of conveyance of the the Said Property and ownership rights of the construction carried out on the Said Property in favour of the Society, Promoter shall make full and true disclosure of the nature of the title of the Said Property and building constructed upon it, as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said property and shall as far as practicable ensure that the said property is free from all the encumbrances, so as to enable them to convey, to the said Society such absolute clear and marketable ownership rights in the said property and buildings constructed upon it. Before execution of this agreement the Promoter has also given inspection of all the original documents and given certified true copies of all other documents to the Purchaser/s as required by law. The Purchaser/s has/have independently satisfied himself / herself / themselves about the authority of the Promoter to construct the said building and title to the said property. The Purchaser/s hereinafter shall not be entitled to challenge or question the title and the right/authority of the Promoter

to enter into this agreement.

12. The Promoter alone shall have full rights of disposal/ alienation / transfer of the Shops / Flats / tenements / construction resulting from the said residual/ extra F. S. I. and for FAR and the Purchasers/Acquirers of the said Shops / Flats / tenements etc. shall be entitled to get membership and admission into the Society, upon the necessary instruction/nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye-laws and Applicable Rules any permissible structure or construction in the nature of community hall etc., in the open space or recreation space of the said project.

13. The Purchaser/s is/are aware that the common layout plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by Pune Municipal Corporation and as such F. S. I. / TDR that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. / TDR consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub-divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or responsible to obtain sub-division in respect of the said portion.

13a) The Purchaser/s is/are aware of the fact that the Promoter have undertaken the work of development of the said property, and as such, the Promoter are at liberty to provide common water line/s,

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road/s, common open space for all together or may provide at their choice and as per their convenience one or more separate water line/s or road/s. The Purchaser/s shall not have any objection of whatsoever nature for either the common or separate use of the water line, drainage line, roads, open space/s and in the common areas reserved for common use.

13b) The Purchaser/s is/are hereby prohibited from raising any objection in the matter of allotment or sale of the Shops and Flat etc. in the Said Building Project 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 in the said property.

13c) The Purchaser/s shall not be entitled to at any time demand partition of his interest in the said plot and the building or buildings to be constructed thereon is impartible and it is agreed that the Promoter shall not be liable to execute any deed or any other document in respect of the said Flat in favour of the Purchaser/s.

13d) The Promoter alone shall be entitled to claim and receive compensation for any portion of the land and. building/s that may be notified for set back / reservation and claim the F. S. I. and compensation available for areas under road/notified reservation prior to the Final Conveyance in favour of the proposed Society/ body/ common organization of all the unit purchasers in the Said Scheme.

14) IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the Promoter is entitled to and shall be constructing buildings on the Said Property in phases and the Purchaser/s herein undertake/s not to raise any objection on any

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ground whatsoever including nuisance or shall not obstruct the construction in any manner.

14) The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the Said Property.

15) The Purchaser/s hereby authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of, Road, Water, Building Tax Assessment, Government & Semi-Government, M.S.E.D.C.L., PMC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

15.a. . In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/allottee / both, as the case may be, in accordance with the agreed terms of payment." However in case of cancellation of this agreement or termination of this Agreement subject to the provisions herein contained takes place, then the brokerage / charges paid by

the Promoter to the Registered Real Estate Agent, shall be deducted from the amount paid by the Allottee/Purchaser to the Promoter and the Allottee/Purchaser shall be liable to refund the the brokerage / charges paid by the Promoter to the Registered Real Estate Agent immediately on cancellation or termination of this Agreement.

16) CONVEYANCE:

16.1 Promoter hereby agrees that one or more Deed of Conveyance/s of the respective Structure/s / the respective building/s which are forming the part of the Co-operative Society/ies excluding the basement and podium if any will be executed by the Promoter in favour of the Co-operative Society of the Said Scheme Kumar Prism Tower consisting of Building Nos. A and B within 03 (Three) months from date of receipt of issue of Occupancy Certificate of the last building i.e. the proposed Building No. B shown in the sanctioned layout plan.

16.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

16.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

16.4 However it is hereby clarified that since the development of the Said Property is going to be carried out in different phases, one or more Conveyance Deed in respect of the Land underneath all the buildings /wings will be executed in favour of the Co-operative Society of the Said Scheme Kumar Prism Tower consisting of Building No. A and B constructed on the Said Land within a period of **Three months** from the date of issue of occupancy certificate to the last of the building or

wing in the layout.

16.5 It is specifically agreed and declared that the deed of conveyance of the said property and buildings constructed upon the Said Land, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

- i. A covenant by Purchaser/s to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such

stipulations and restrictions.

ii. A declaration that the Promoter shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighbouring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout.

iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

v. The Advocates for the Promoter shall prepare, engross and approve all documents which are to be or may be or may be executed in pursuance of this Agreement with respect to final conveyance as stated above. All costs, charges and expenses in connection with formation of the aforesaid Ultimate/common organization/ Body permissions and/or sanction under any other law for the time being in force and premium, if any, payable therefor as well as the costs of preparing

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engrossing, stamping and registering all the deeds or any other assurances, documents including the registration and stamp duty payable on this Agreement required to be executed by the Promoter and / or the Purchaser as well as the entire professional costs of the said Advocates of the Promoter in preparing and approving all such documents shall be borne and paid by the Ultimate/common organization / Body or proportionately by all the Purchaser of premises in the said property. The Promoter shall not contribute anything towards such expenses. The proportionate share as determined by the Promoter of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/ her/it/them immediately on demand.

16.4) Provided that, after conveying the title to the association of allottees under section 17 of RERA, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any flats, tenements, units, offices, shops, and other premises as are permitted to be constructed on the Said Property and to receive the consideration of the units which is still not sold or allotted and shall be allowed to do so by the association of allottees without any restriction or entry of the building and development of common areas.

16.5) Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas.

17) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said property and Building or any part thereof unless proper conveyance of the said property and ownership of buildings constructed upon it is executed by the Promoter in favour of proposed co-operative society of all the purchasers of the units in the Said Scheme. The

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Purchaser/s shall have no claim save and except in respect of the said Flat hereby agreed to be sold to him.

17.1 Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this Agreement, or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoter.

17.2 The Promoter shall have a first charge and lien on the said Flat in respect of any amount payable by the Purchaser/s under the terms and conditions of this Agreement.

17.3 It is specifically understood that the brochure/s, advertisements published by the Promoter from time to time in respect of the scheme is just an advertisement material and contains various features such as furniture layout in the tenement vegetation and plantations shown around the building /Schemes, vehicles etc. to increase the aesthetic value only and are not facts. These features /amenities are not agreed to be developed/provided.

17.4 The Promoter shall be entitled to create encumbrance over the said property or lease, allot, give on licence any portion of the said property to any Government / Semi Government Authorities / Local Authority / M.S.E.D.C. Ltd., any other private company, etc. for operational services such as electricity, water, drainage, roads, access, telephone, disc antenna, cable T.V. etc. The Purchaser/s shall not be entitled to raise any objection or grievance of any manner whatsoever in respect of the same.

17.5 The Promoter has not undertaken any responsibility nor has the Promoter agreed anything with the Purchaser/s orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter

other than the terms and conditions expressly provided under this Agreement.

18. The name of the Project / scheme will be "**KUMAR PRISM TOWER**". The Co-operative Society of all the Flat and Shop Purchasers in the building Nos. A and B shall not change, alter or modify the said name without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement the Promoter shall not mortgage or create a charge on the Said Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser.

19a) ASSIGNMENT:

The Promoter may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Said Building Project in accordance with the Relevant Laws. On such transfer, the assignee or transferee of the

Promoter shall be bound by the terms and conditions herein contained.

20. BINDING EFFECT

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

21. 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 regard to the said flat, as the case may be.

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the said flat, in case of a transfer, as the said obligations go along with the said flat for all intents and purposes.

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

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said flat to the total carpet area of all the shops and flats in the Project.

26. FURTHER ASSURANCES:

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

27. That all notices to be served on the Purchaser/s Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Allottee :

(Allottee's Address) :

Notified Email ID :

Promoter name : **KUMAR PRISM REALTY LLP**

(Promoter Address) : KUMAR CAPITAL, 3rd Floor, 2413, EAST STREET CAMP

PUNE - 411001

Notified Email ID :

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above

address shall be deemed to have been received by the promoter or the Purchaser/s, as the case may be.

28. JOINT ALLOTTEES :

That in case there are Joint Allottees / Purchasers all communications shall be sent by the Promoter 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 Purchaser/s.

29. STAMP DUTY AND REGISTRATION:-

The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser/s. The Purchaser/s shall present this agreement at the concerned office of the Sub Registrar, Haveli Pune for registration within the time prescribed by the Registration Act and upon intimation thereof by the Purchaser/s, the Promoter shall attend such office and admit execution thereof.

30. The Promoter shall comply with the directions and stipulations contained in The Real Estate (Regulation And Development) Act, 2016 and the Rules therein contained as amended from time to time and shall also comply with the notifications and circulars thereunder. The Allottee shall also accordingly be bound by the same.

31. DISPUTE RESOLUTION

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws

of India for the time being in force and the courts at Pune will have the jurisdiction for this Agreement.

33. APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963 OR ANY AMENDMENT THERETO.

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules amendments made there under from time to time.

34. The stamp duty for this transaction is payable as per the Bombay Stamp Act, 1958, Schedule I Article 25 (d). The Purchaser/s herein has/have paid stamp duty of Rs. ___/- (Rupees ___ Only) and registration fees of Rs. ___/- (Rupees ___ Only). The Purchaser/s hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the deed of conveyance which is to be executed by the Promoter in favour of the Society/Common Organization of the Purchaser/s of the Shops / Flats / tenements in the said building project, in which the Purchaser/s will be the member in respect of the said Flat. If additional stamp duty and / or registration fee is required to be paid at any time or at the time of the conveyance the same shall be paid by the Purchaser/s only.

**SCHEDULE - IA ABOVE REFERRED TO
(Description of the Said Entire Land)**

All that piece and parcel of the portion of land admeasuring **14203.11 sqmtrs.** being portion of land from and out of the total area of the land bearing **City Survey Number 1970 (p)**, bearing previous corresponding original Old Survey No. 44A/12/2 having new S. No. 44A/12C admeasuring 10200 sqmtrs. and the land bearing Old Survey No. 44A/12/1/2 having new S. No. 44A/12B

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admeasuring 6000 sqmtrs. lying being and situated at Village - Mundhwa, Taluka - Pune City, District - Pune, within the limits of the Pune Municipal Corporation and within the Registration District - Pune Sub-District Taluka - Haveli and is bounded as under:

On or towards the East : By 12 m. internal road and beyond that Nala

Area under the Nala Garden

On or towards the South : By adjoining boundary of village Hadapsar

On or towards the West : By Remaining land out of CTS No. 1970

On or towards the North : By S.No. 44A/11A

**SCHEDULE - IB ABOVE REFERRED TO
(Description of the Said Property)**

All that piece and parcel of the portion of land admeasuring **8145.13 sqmtrs.** being portion of land from and out of the total area of the land bearing **City Survey Number 1970 (p)**, bearing previous corresponding original Old Survey No. 44A/12/2 having new S. No. 44A/12C admeasuring 10200 sqmtrs. and the land bearing Old Survey No. 44A/12/1/2 having new S. No. 44A/12B admeasuring 6000 sqmtrs. lying being and situated at Village - Mundhwa, Taluka - Pune City, District - Pune, within the limits of the Pune Municipal Corporation and within the Registration District - Pune Sub-District Taluka - Haveli and is bounded as under:

On or towards the East : By Area under the Nala Garden

On or towards the South : By 24 m DP Road

On or towards the West : By Remaining land out of CTS No. 1970

On or towards the North : By S.No. 44A/11A

**SCHEDULE-IC
Description of the Said Flat**

1. Flat No. :

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2. Carpet area : Sq. mtrs.
3. Building No. :
4. Floor :

In addition to the above carpet area the Said Flat has an exclusive balcony admeasuring _____ Sq.mtrs, exclusive dry balcony admeasuring _____ Sq.mtrs appurtenant to the said Apartment and an exclusive open terrace admeasuring _____ sq.mtr is appurtenant / attached to the said flat for the exclusive use of the Purchaser herein.

SCHEDULE-II

COMMON AREAS AND FACILITIES

(a) COMMON AREAS :

1. Open Space shown as open space in the sanctioned layout plan.
2. Staircase/s landings of all buildings is for the common use of the occupants and/or the Purchasers in the respective buildings.

(b) COMMON FACILITIES :

1. RCC framework structures of the building/s.
2. Drainage and water line network and Sewage Treatment Plan (STP).
3. Plants and trees planted or to be planted in the open space around the building/s.
4. Electric meters and water meter connected to common lights water connections, pump sets, etc.
5. Light points on the internal road, light points outside the building and in the staircase/s as well as in car park.

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6. Overhead water tank and underground water tank shall be common along with the pump set.
7. Right to use internal roads, drainage lines, water lines, service lines.
8. Club House / Swimming Pool

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C) Facilities/ amenities provided/to be provided within the building including in the common area of the building:

	Type of facilities /amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities /amenities	FSI Utilized or free of FSI
i.	Staircase	NA			4.85 X 2.50	FSI Utilized
ii.	OHWT					

D) Facilities/ amenities provided/to be provided within the Layout and/or common area of the Layout:

	Type of facilities /amenities provided	Phase name/ number	Proposed Date of Occupancy Certificate	Proposed Date of handing over to the Society/common organization	Size/area of the facilities /amenities	FSI Utilized or free of FSI
i)						

E) The size and the location of the facilities / amenities in form of open spaces (RG / PG etc.) provided / to be provided within the plot and / or within the layout.

	Type of open spaces (RG/PG) to be provided	Phase name/ number	Size open spaces to be provided	Proposed Date of availability for use	Proposed Date of handing over to the common organization
i.	open spaces	NA			
ii.					

F) Details and specifications of the lifts:

	Type Lift (passenger service/ stretcher /goods /fire evacuation/any other	Total no. of Lifts provided	Number of passenger or carrying capacity in weight (kg)	Speed (mtr/sec)
i.	Lift -	1	-	-
ii.	Lift -	1	-	-
iii.	Lift -	1	-	-
iv.	Lift -	1	-	-

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED BY THE
Within named **PROMOTER**
KUMAR PRISM REALTY LLP.
THROUGH ITS DESIGNATED PARTNER
SHRI. RAJAS VIMALKUMAR JAIN

		PHOTO	THUMB
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SIGNED, SEALED AND DELIVERED BY THE
Within named **PURCHASER/**

SIGN		PHOTO	THUMB
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SIGN		PHOTO	THUMB
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In the Presence of:

1. Sign : _____
Name :

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Add. :

2. Sign : _____

Name :

Add. : .

Annexure "A"

Title Report

Annexure "B"

(Authenticated copies of Property Register Card extract showing nature of the title of the Promoter to the project land).

Annexure "C"

(Authenticated copies of the plans of the Layout as approved by the concerned Local Authority)

Annexure "D"

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority)

ANNEXURE "E"

(DETAILS OF SPECIFICATIONS)

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AMENITIES LIST**GROUND FLOOR**

- ENTRANCE WITH SECURITY CABIN AND BOOM BARRIER
- WELCOMING LANDSCAPE AREA
- DROP-OFF AREA
- DOUBLE HEIGHT ENTRANCE LOBBY FOR EACH TOWER

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- SWIMMING POOL, KIDS POOL
- JACUZZI
- MULTIPURPOSE HALL
- KIDS' PLAY AREA
- PERFORMANCE STAGE WITH LAWN

TERRACE FLOOR

- CLUB HOUSE
 - YOGA AND MEDITATION ROOM
 - GYMNASIUM
 - PANTRY ROOM
 - INDOOR GAMES ROOM
- OUTDOOR CINEMA
- YOGA DECK
- VIEWING PAVILION
- ZEN GARDEN
- SENIOR CITIZEN AREA
- LEISURE LAWN
- AROMA GARDEN

SPECIFICATION LIST**STRUCTURAL**

- HYBRID – CONVENTIONAL RCC AND MIVAN
- A-GRADE, EARTHQUAKE-RESISTANT CONSTRUCTION
- EXTERNAL GRADE TEXTURE PAINT FOR ENTIRE BUILDING
- MILD STEEL + GLASS FOR MAIN BALCONY RAILING

SANITARY AND FITTING

- PREMIUM RANGE CERAMIC SANITARY WARE OF REPUTED BRAND
- HOT/COLD SHOWER MIXER
- CONCEALED PLUMBING.
- SUSPENDED DRAINAGE SYSTEM FOR TOILETS WITH FALSE CEILING

DOORS AND WINDOWS

- MAIN DOOR - PRELAMINATED WOODEN FLUSH DOOR
- PRELAMINATED WOODEN FLUSH DOOR FOR BEDROOMS

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- WATER RESISTANT PRELAMINATED DOORS FOR TOILET
- UPVC/ALUMINIUM SLIDING WINDOWS WITH MOSQUITO MESH

ELECTRICAL

- CONCEALED COPPER WIRING WITH CIRCUIT BREAKERS
- ADEQUATE ELECTRICAL POINTS IN ALL ROOMS
- PROVISION FOR DG BACKUP
- INTERCOM – 1 NOS
- ELECTRICAL SWITCHES AND SWITCHPLATES OF SCHNEIDER OR EQUIVALENT REPUTED BRAND

KITCHEN

- GRANITE/QUARTZ KITCHEN PLATFORM WITH SS SINK AND TAP
- PLUMBING PROVISIONS FOR WATER PURIFIER AND WASHING MACHINE
- GLOSSY KITCHEN DADO WALL TILES FROM PLATFORM TOP TO LINTEL LEVEL

FLOORING

- VITRIFIED TILE FLOORING IN ALL ROOMS
- ANTI-SKID FLOORING IN TOILETS AND BALCONY AREA
- DADO TILES UPTO LINTEL LEVEL FOR TOILETS

WALLS

- GYPSUM PUNNING ON INTERNAL WALLS
- PREMIUM GRADE INTERNAL PAINT

Annexure "F"

(Authenticated copy of the Registration Certificate of the Project
granted by the Real Estate Regulatory Authority)